

PUBLIC SAFETY ANSWERING POINTS (PSAP)

EVALUATION STUDY

CERRO GORDO COUNTY, IOWA

**PREPARED FOR THE CERRO GORDO COUNTY
E911 SERVICE BOARD**

September 21, 2026 – Final Report

**Prepared by
Patrick Callahan, Consultant**

**Callahan Municipal Consultants, LLC
417 Kaitlynn Avenue
Anamosa, Iowa 52205
callahan.cmc@gmail.com
563-599-3708**

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Cerro Gordo County PSAP Study

Request For Assistance – PSAP Evaluation

The Cerro Gordo County, Iowa 911 Board (Board) issued a Request for Proposals (RFP) in March 2026 for a consultant “to conduct a comprehensive independent evaluation of the Public Safety Answering Points (PSAP’s) within Cerro Gordo County.” The Board requested that the consultant provide an objective, data-driven analysis of operations, staffing, technology, governance, and long-term delivery options.” Callahan Municipal Consultants (CMC), LLC was one of five consultants that submitted a response to the RFP. Callahan Municipal Consultants, LLC has conducted organizational assessments and analysis of governmental services, such as fire and EMS services, public works, and administrative services since 2013. The Cerro Gordo County E911 Board selected CMC to conduct the PSAP study and evaluation on April 23, 2026. The contract for services was signed on April 29, 2026.

Summary of the PSAP Evaluation Process

The first step in the process was to develop a timetable that aligned with the consultant’s schedule and the 911 Board’s time frame of July 1, 2026 to October 1, 2026, for the Study. The key components of the PSAP evaluation process included the following:

- Collection of information and data
- On-site tour of PSAP facilities
- Interviews with PSAP staff, city officials, county officials, emergency service agency representatives, and the E911 Board Chair
- Review of data and information provided by Cerro Gordo County and City of Clear Lake.
- On-site tour and interview with the communications director for the PSAP in Marshall County, Iowa.
- Comparative analysis of service models and operational structures.
- Identification of strengths and weaknesses, and improvement of opportunities.
- Development of options.
- Preparation of written report.
- Presentation and review of the final PSAP Evaluation Study with the E911 Board.

History of PSAPs in Cerro Gordo County

Emergency communications throughout Cerro Gordo County, Iowa have historically been handled by multiple, separate Public Safety Answering Points (PSAPs). Until the early 2000s three PSAPs operated within the county along with a private ambulance service that functioned as its own dispatch agency. The three designated PSAPs were operated by the

Mason City Police Department, the Clear Lake Police Department (CLPD), and the Cerro Gordo County Sheriff's Office (CGSO).

Consolidation began in 2006 when the MCPD PSAP merged with the CGSO PSAP. At that time, MCPD vacated its dispatch center at the police department and emergency communications for Mason City, the county, and seven of the ten incorporated cities were handled from the Cerro Gordo County Courthouse dispatch center. A copy of the 28E agreement between Cerro Gordo County and the City of Mason City is attached as Addendum A.

In 2008 construction of a new Law Enforcement Center west of Mason City was completed and the Courthouse dispatch center was relocated to the new facility. CGSO has continued to operate its PSAP from the Law Enforcement Center since that move.

Current Structure of PSAPs

The County's two current PSAPs operate independently under the direction of communications supervisors and the oversight of their respective chief law enforcement officers. CLPD is headed by Police Chief Mike Colby and its PSAP is managed by Communications Supervisor Erin Froning. Sheriff David Hepperly leads CGSO and its PSAP is managed by Communications Supervisor Heather Hahn. The CGSO PSAP also employs one additional supervisor.

Purpose of Study

As stated by the Consultant's response to the RFP, the goal of the report would be to "focus on clarity, usability, and decision-making value, rather than unnecessary complexity." It is common for national consultants to deliver reports that are filled with extremely technical data and information that is complex and difficult to understand. The objective of this report is to provide a comprehensive evaluation of the information that has been provided by the City of Clear Lake and Cerro Gordo County and the respective PSAPs. After this evaluation was completed, the consultant reviewed the various alternatives for the funding of the PSAPs and the organizational structures of the PSAPs. Finally, the Consultant reviewed the relevant information and data and provided recommendations to the E911 Board and Cerro Gordo County for the future.

Preparation For Study

The preliminary preparation for the study included a request for information regarding the PSAP operations and finances in both PSAPs. Much of the information was provided by the City of Clear Lake, the Cerro Gordo County Sheriff and PSAP Communication Supervisor, the Clear Lake Police Chief, and the Clear Lake PSAP Communication Supervisor. The Consultant prepared and distributed an advance questionnaire to city and county officials

as well as emergency responders in Cerro Gordo County who had experience and knowledge of both the County PSAP and Clear Lake PSAP. There were 30 people who completed the questionnaire. The questionnaire requested information and commentary regarding five topics:

1. Information regarding the person's position or role with one of the PSAPs.
2. The positive features of the current PSAP plan that has two sites.
3. Possible issues, concerns, or disadvantages of the current PSAP arrangement.
4. The ranking of four options regarding the organizational structure of PSAP's in Cerro Gordo County in the future.
5. The ranking of six possible options regarding the future distribution of funds by the E911 Board to the PSAPs.

The Consultant conducted site visits to Cerro Gordo County and Clear Lake on June 10th & 11th. The Consultant toured both communication centers and spoke to numerous communication center dispatchers regarding PSAP operations and their overall responsibilities. Both PSAP Communication Center Supervisors were available to conduct the tours and to answer questions. The Consultant also conducted interviews with 18 people on June 10th and 11th who had knowledge of operations at the Clear Lake PSAP and County PSAP. The Consultant also conducted phone interviews with six additional people from Clear Lake. The five basic topics that were addressed in the questionnaire were discussed in detail during the interviews. Since the interviews included additional "open ended" questions regarding PSAPs, the Consultant obtained numerous perspectives and opinions regarding current and future PSAP operations. As expected, the comments and observations were very candid and diverse.

As part of the preparation for the study, the Consultant scheduled a tour and site visit at the Marshall County Communications Center in Marshalltown, Iowa on July 10, 2026. The Marshall County PSAP was selected due to similar demographics, population served, and call volume to Cerro Gordo County. The population of Marshall County is 40,105 people as compared to the population of 43,127 in Cerro Gordo County. The largest city in Marshall County is Marshalltown, which has 27,338 people as compared to 27,591 people in Mason City. The Marshall County 911 Communication Director provided an excellent overview of the operations and administrative structure of the Marshall County PSAP, which is reviewed later in this report.

Site Visits- County PSAP and Clear Lake PSAP

When the Consultant conducted site visits at both the Clear Lake PSAP and the County PSAP, there was a noticeable difference in the scale of operations and overall size of the two PSAP facilities. The Clear Lake PSAP is located at City Hall and is adjacent to the

Police Department. The PSAP Center has two control centers. There was one dispatcher on duty who relied on on-duty sworn police officers to provide breaks, as needed. Since the volume of calls to the Clear Lake PSAP is usually a very manageable number, the dispatcher is able to perform additional administrative tasks such as the issuance of permits and answering the questions of residents who visit the police station.

The current County PSAP always has two dispatchers on duty and three dispatchers on duty during the peak call times. Additional dispatchers can be called into work, if needed, as there are four dispatch consoles available. The dispatchers do not perform additional administrative tasks or assist any “walk in traffic” at the Law Enforcement Center. It was noted that the Dispatcher Center could easily be expanded into an adjacent court room area that is not utilized, if there was ever a need for additional space. The County PSAP can handle the volume of calls that come into the communication center.

The Cerro Gordo County PSAP was larger and busier than Clear Lake’s PSAP due to increased volume of calls. The County PSAP is in the Cerro Gordo County Law Enforcement Center, which also houses the County Sheriff and the Detention Center. The four dispatch consoles are located in a large room with sufficient space between stations. The room is large enough to accommodate additional work space and storage.

Interviews – Significant Contrast

The interviews that were conducted at the Clear Lake PSAP and the County PSAP were significantly different in terms of the overall observations, need for the study, and the best options going forward. Since the differences were so extreme, it was determined that the summaries of what people said should probably be split into two separate summaries. While the differences are certainly not hostile or combative, there are clearly some issues of trust and basic policy differences between the two PSAPs.

County & Mason City Comments

The comments and observations from people connected with the County PSAP can be summarized with the following general statements. The comments are not listed in any particular order or based upon the frequency of the statements.

1. It was acknowledged by some people that the job of dispatcher is very difficult and stressful during emergencies.
2. Many of the high stress calls are related to the need for assistance or responses by the Mason City Police Department.
3. Mason City pays 63% of the operating costs of the PSAP due to the high volume of calls coming from Mason City.

4. While the current “two PSAPs arrangement” has the advantage of having one PSAP to serve as a “backup” for the other PSAP, there are disadvantages, such as a duplication of costs.
5. Another concern regarding the current plan is the delayed response time when there is a need to transfer a call from one PSAP to the other PSAP.
6. There is kind of a disconnect between Clear Lake and the rest of Cerro Gordo County, which one person described as the “Island of Clear Lake” in Cerro Gordo County.
7. There have been three dispatchers who have left the County PSAP to work at the Clear Lake PSAP. Many people thought the decision of these three dispatchers to leave was likely due to a lower level of stress, improved family health insurance, better vacation schedule, and a different culture in the workplace at the Clear Lake PSAP.
8. It was stated that the County could easily handle the additional calls from Clear Lake without much additional costs, but if needed, another console could be added and another part-time dispatcher could be hired.
9. It was often stated that there is a difference between what Clear Lake counts as a “a call” or request for assistance versus the County PSAP. They felt that many of Clear Lake’s “calls” or actions did not pertain to actual “public safety purposes.”
10. While it is not currently a state mandate, some people suggested that Cerro Gordo County needs to combine the two PSAPs before the State Legislative forces “consolidation” upon cities and counties for PSAP services.
11. Since most taxpayers expect more government efficiency and lower property taxes, perhaps the time has come to combine the two PSAPs and reduce the overall cost for this service.
12. The logical choice for a combined PSAP is the County PSAP as there is “room to grow” in the building and a well-established dispatch center is already in place.
13. Many people expressed a willingness to consider an administrative and organizational change to place the County PSAP under the direction of a new 28E agency and board of directors.
14. A few people expressed some concerns regarding a “merger” of the two PSAPs, especially with regards to such things as employee seniority, vacation time, and overall employee morale.

15. When asked about the allocation of E911 dollars, many people preferred either a division or money based upon a “per call” basis or allocating all funds to the County PSAP.
16. Some people referenced the need for a second tower for improved communication and penetration in certain buildings.
17. While two PSAPs do provide redundancy, neither PSAP has had to rely on the other to perform their duties.
18. Recent property tax reform legislation could potentially impact the ability of jurisdictions to fund all the services that are currently provided. Reduced tax dollars could result in the need for consolidation.

Clear Lake Comments

The comments and observations from the people in Clear Lake were very different from the people connected to the County PSA. These comments are not listed in any particular order or based upon the frequency of the statement.

1. Perhaps, the best comment that summarizes the observations of the people in Clear Lake who were interviewed was “if it ain’t broke, don’t fix it.” Most people who completed the questionnaire and were interviewed did not see the need to change the current “two site PSAP arrangement” in Cerro Gordo County.
2. While many people acknowledged that there may be a potential cost savings by consolidation of the two PSAPs, they felt the value of the Clear Lake PSAP far exceeded any potential cost savings.
3. The “Interoffice Memorandum” from the Clear Lake Police Chief to the Mayor and City Administrator provides an excellent overview of overall comments that were made by the people from Clear Lake who were interviewed. While it may not be the “official position” of the Clear Lake City Council, it covers the key points and explains the overall value of the Clear Lake PSAP. Therefore, it has been attached to this report as Addendum B.
4. Since the City of Clear Lake has a property tax base much greater than might exist in similar size cities, the City has the financial capacity to fund their current PSAP and still retain one of the lowest property tax levies in Iowa.
5. The dispatchers who work at the Clear Lake PSAP do much more than the dispatchers at other PSAPs, such as handle “walk-in traffic,” monitor cameras, issue golf cart permits, and manage evidence. One dispatcher also serves on the SWAT team. Another dispatcher serves as a state certified “peer support” specialist to provide help with mental health issues.

6. Some people thought that the reasons that some dispatchers left the County PSAP to join the Clear Lake PSAP were varied and largely due to such things as a better work culture, more varied duties, opportunities for additional learning, career advancement, the scheduling plan, freedom to make decisions, open shifts, regular interaction with police officers, a team approach, community relationships, a feeling of appreciation and good supervisor/employee relationships. They thought the decision to work for the Clear Lake PSAP involved more than just an increase in wages or a better employee benefit package.
7. Many people felt that having two separate PSAPs was actually a great advantage, because the PSAPs can serve as a backup in the event that one PSAP goes out of service.
8. Some people mentioned the need for a second communication tower, which they thought should be funded by the E911 Board. They acknowledged that Clear Lake would need to fund its share of the annual maintenance cost for a second tower.
9. A few dispatchers suggested that the County PSAP might want to consider adopting some new policies and procedures similar to those used by the Clear Lake PSAP.
10. If the Clear Lake PSAP was combined with the County PSAP, it was noted that Clear Lake would need to hire additional people to perform those additional tasks now being done by the dispatchers, such as having a “24-hour customer service window.”
11. Clear Lake is unique in that there are numerous tourists, summer residents, and year-round residents who have come to expect “specialized services” that are currently provided by the Clear Lake PSAP.
12. Most people suggested that if the two PSAPs were combined, then none of the Clear Lake dispatchers would want to work for the County PSAP. If there was just one PSAP in Cerro Gordo County, they thought that it should be based in Clear Lake at a new city public safety building. One person referred to the possible loss of the city PSAP as a “brain drain” for Clear Lake.
13. The Marshall County PSAP was referenced as a potentially comparable PSAP that might be good example of single PSAP plan.
14. If the Clear Lake PSAP was closed and all calls for service went to the County PSAP, then Clear Lake would lose control and not have a “voice” in PSAP operations. They thought that the County PSAP was not a good “fit” for Clear Lake.
15. If the “real issue” was how to divide the E911 Bard revenues, then many people felt that a simple “fix” was to base the split in money on a “per call” or “per capita” basis.

16. The bottom line is that most, if not all, the people in Clear Lake who were interviewed thought that the current “two site PSAP arrangement” was working fine and that they had absolutely no interest in consolidating the two PSAPs at this time.

Advance Questionnaire – More Conflicting Responses

Since some people were not available for the interviews with the consultant on June 10th & 11th, a questionnaire was prepared to gather comments and opinions regarding the future of PSAP services in Cerro Gordo County. The questionnaire was completed by 9 people in Clear Lake and by 21 people in the County and Mason City. As was the case with the personal interviews, the responses to the questionnaire were split along the same lines between Clear Lake people and the County/Mason City respondents. People were asked to give their name and their position as it pertains to PSAPs in Cerro Gordo County. The four main questions were:

1. What are the positive features or advantages of the current PSAP arrangement in Cerro Gordo County?
2. What are some of the possible issues, concerns, or disadvantages of the current two site PSAP arrangement in Cerro Gordo County?
3. Provide a ranking of the possible options or alternatives for PSAP services going forward with a “1” being your most preferred option and “4” being your least preferred option.
4. Provide a ranking of the ways that E911 money could be distributed to the two PSAPs in Cerro Gordo County. The “1” rating was the most preferred option. The “6” rating was the least preferred option.

Clear Lake Responses

Responses from Clear Lake regarding the positive features of the current two site PSAP arrangement included:

1. Redundancy in case of natural disaster or other loss of one
2. Additional ability to provide services to Clear Lake which are somewhat unique
3. With local PSAP the city maintains local control which allows the city to provide top tier service.
4. The existence of a local PSAP allows the city to “fine tune” training and meet the various needs of the community.
5. Local specialization
6. 24-hour foot traffic access in Clear Lake

7. Dual training for civilian employees at the police department, such as Dispatcher/Crime Scene Tech.
8. Substantial morale boost by having dispatchers and police officers interacting on a frequent basis.
9. During high volume times, a combined site may not distribute the workload quickly enough to get help to where it needs to go.
10. Each agency can prioritize spending based on its own demands and community expectations.
11. Having separate PSAPs demonstrates on going trust with the public as far as safety and well-being to the community.

The responses regarding issues or problems related to the current two-site PSAP plan were largely focused on overall additional costs to operate two PSAPs in the same county. One person referenced a concern that a 911 call might not reach the correct dispatch center based upon the cell phone location. Many people commented that they had no issues or concerns with the current system.

County and Mason City Responses

Responses concerning the positive features of the current two site PSAP arrangement from people outside of Clear Lake included such comments as:

1. Back up PSAP if one of the systems goes out of operation
2. Procedure differences between the two PSAPs.
3. Reduced workload on one single PSAP system by having two PSAPs.
4. Local knowledge of the service area by dispatchers may be present
5. Dispatchers have a choice as to where to work, which is good because the policies and expectations between the two PSAPs are so different
6. The dispatchers have a good understanding of the geography of each area served and of the available services.
7. There may be benefits primarily due to the geographical location of the Clear Lake PSAP that are not apparent for local law enforcement staff.

Responses concerning the concerns or disadvantages of the current two site PSAP system from people in Mason City and the County included the comments:

1. Cost to the community - expenditures to operate two separate entities are higher than necessary, especially when considering the population and area served.
2. Inter-agency cooperative operations can have less effective and delayed communications, especially during critical or complex incidents with multiple agencies involved.
3. Operating two sites limits Cerro Gordo County's ability to benefit from teamwork and efficient, combining personnel at one location would increase efficiency.
4. Cost of redundant equipment and software for both PSAP.
5. Lag in communication with operations level staff on scenes due to operating between two sites.
6. Response time for citizens around Clear Lake is longer, due to having to call and relay information from the County PSAP to the Clear Lake PSAP.
7. It is not necessary to operate two PSAPs, because the County PSAP could easily handle Clear Lake's "actual" public safety calls.
8. While Clear Lake clearly has the money to operate a city owned PSAP, the City Council could spend that money on other community improvements or simply reduce the property levy even further.

Ranking of Options – Future of PSAPs

When people were asked to rank or prioritize the four options regarding the future of PSAP's in Cerro Gordo County, there was once again a sharp divide between the responses from Clear Lake as compared to the other responses. The responses were tabulated and an average score for each option for both groups of responses was calculated. A ranking of "1" was the most preferred option and a ranking of "4" was the least preferred option. A comparison of the average scores of all rankings is as follows:

Option	Clear Lake Rankings	County & Other Rankings
Continue the Current Two PSAPs Plan – No change	1.3	2.6
One PSAP operated by the City of Clear Lake	2.3	3.7
One PSAP operated by Cerro Gordo County	3.4	1.6
New 28E Agency PSAP with representatives from all entities	2.4	2.7

People were given the opportunity to submit a fifth option for consideration, but no one listed another alternative.

Ranking of Options - Division of E911 Funding

The questionnaire listed six possible ways for the E911 Board to distribute E911 surcharge fees for PSAP operations in Cerro Gordo County. It was assumed for the purpose of this ranking that the current two site PSAP plan would continue into the future. Once again, a “1” ranking was the most preferred option and a “6” ranking was the least preferred alternative. While everyone was asked to assign a different number to each option, not all respondents followed that directive. Therefore, the tabulation for each option is the “average score” of all the respondents, who ranked each particular option. The average scores of Clear Lake respondents have been separated from all the other respondents. The results are as follows:

Option	Clear Lake Rankings	County & Other Rankings
Distribute the money on an equal 50/50 basis	3.3	3.9
Distribute the money on a “per capita basis” for each PSAP	1.5	2.5
Distribute the money on a “per call basis” for each PSAP	1.8	1.7
Distribute the money on an “as needed basis” per E911 Board	2.8	3.4
Provide all the money to just the Cerro Gordo County PSAP	4.7	3.7
Provide all the money to just the Clear Lake PSAP	5	5.9

The personal interviews and the results of the responses to the questionnaire clearly demonstrate that there is a vast difference in opinion as the best course of action for the future of PSAP operations. Other than a similar ranking score for the “per call option” on funding, there does not appear to be much “common ground” upon which to build a workable plan. There may not be a PSAP plan or solution that will garner a “100% approval rating” from all entities with an interest in PSAP operations. However, it is the opinion of the Consultant that there is a plan going forward that is reasonable, practical, and workable.

Comparable PSAP – Marshall County

As part of this study, a site visit was made at the Marshall County Communication Center on July 10, 2026. People from Cerro Gordo County and Clear Lake suggested that Marshall County might be a PSAP comparable to Cerro Gordo County, because the counties had similar populations and both counties had one city with a population of over 25,000. A comparison of population of the two counties is as follows:

Population- 2020	Marshall County	Cerro Gordo County
Mason City		27,338
Marshalltown	27,591	
2nd City- Clear Lake		7,687
2nd City- State Center	1,391	
Rural & Other Cities	13,905	8,102
Total- Entire County	40,105	43,127

Prior to 2018, the PSAP or 911 Call Center was located in the Marshalltown Police Department. There was no County PSAP and the County had no authority or control over the city operated PSAP. In 2018 a new 28E Agency or Commission was created to merge all communication services into one PSAP that is currently housed in the Marshalltown Law Enforcement Center. A commission or board was created to hire a communications director to oversee the Center. The communication director is a peer to the police chief and the county sheriff and reports to a commission of 17 members. The commission members include the Sheriff, the mayor from each city served, a representative from the unincorporated area, one county supervisor, and the EMA representative. The commission meets six times per year. The 28E Commission is separate from the E911 Board, but there is some overlap of members. The communications director has full autonomy of dispatch operations, but the Commission does approve the employee handbook and finances.

The communications director handles all the hiring, dismissal, and disciplinary actions relating to employees. There was a union for dispatchers, but that has now been dissolved. The staffing for the PSAP is not an issue and it was noted that there is no need to advertise for open positions. The director does a quality assurance “QA” on 100% of all calls and there is strong employee morale and a high retention of employees.

The Marshall County Communications Center is funded by revenues generated by the surcharge fee for operations and a county wide EMA levy. EMA property tax revenue pays for rent, utilities, salaries, and benefits. The surcharge pays for supplies, 911 equipment, and maintenance agreements. The EMA levy generated \$2,042,872 in Fiscal Year 2026. The Center has its own workers compensation, liability, and cyber insurance. The Center has its own IT support. The City of Marshalltown pays for landlines, and the Center pays one third of the internet costs. The Center pays 10% of utility costs for the entire building, which also houses the Marshalltown Police Department and Marshalltown Fire Department. It should be noted that 83% of the call volume is generated by the City of Marshalltown.

The Communication Center is a “state of the art” operation with six dispatcher consoles, but the greatest number of dispatchers ever on duty is four people. The minimum level of staffing is three people during most hours of the day. However, the staffing level does drop to two people during some of the low volume times. There are four shifts where each dispatcher works four 12-hour shifts. There is one day and one night supervisor and one lead person on days and one lead person on nights.

Rhonda Brandis, the Communications Director, has an extensive level of experience and knowledge on PSAP operations and communication centers. Prior to moving to Marshall County, she worked in Arkansas, Missouri, and North Carolina. She prepares an annual report on Marshall County Communications each year that is a “must read” for PSAP personnel in Cerro Gordo County and Clear Lake.

The following section from the Marshall County Communications Center Annual Report 2025 provides an excellent overview of the agency and its mission.

“Since February 2018, the Marshall County Communications Center has continued to serve as the central hub for all 911 and dispatch operations throughout Marshall County, Iowa. As the single-source Public Safety Answering Point (PSAP), our mission has remained clear: to provide timely, accurate, and compassionate communication services that connect people in crisis with the responders who can help them. Every call that comes through our center, whether a critical emergency or a routine request for assistance, reflects the trust our community places in us, and we take that responsibility seriously.

Marshall County 911 proudly supports a broad network of public safety partners, including the City of Marshalltown, the Marshall County Sheriff’s Office, the City of State Center, multiple volunteer fire and EMS agencies, and Unity Point EMS. Our 911 Communications Specialists operate around the clock, 24/7, ensuring seamless coverage for residents and visitors. With every shift, our team serves as the first point of contact in emergencies, providing the calm coordinated response required to activate law enforcement, fire services, and medical assistance across the county.

Our operations rely on a combination of highly trained personnel and advanced communication technologies. Marshall County 911 actively monitors up to 11 radio channels, with the ability to expand to 14 additional channels when needed, allowing us to maintain effective communication during large-scale incidents. Our team manages E911 lines, along with multiple emergency and non-emergency numbers, ensuring no request for help goes unanswered.

In FY25, the center handled a substantial call volume, reflecting the ongoing need for dependable emergency communication services in Marshall County. Building on last year’s advancements, 2025 marked our first full year of utilizing Comms Coach by GovWorx, an innovative AI-powered Quality Assurance and Improvement platform. This tool has strengthened our ability to analyze call processing, identify learning opportunities,

and provide targeted, supportive feedback to our staff. As a result, our training, documentation, and operational consistency have continued to improve, helping us not only meet but exceed national standards.

Our team remains one of our greatest strengths. Marshall County 911 operates with an authorized staff of 16 full-time employees, 11 Communications Specialists, 2 Lead Communications Specialists, 2 Communications Supervisors, and 1 Communications Director. With four APCO- certified Communications Training Officers, we maintain a strong training foundation that supports both new and experienced staff. Our shift structures, consisting of three 12-hour shifts supplemented by a Friday 4-hour shift, ensures compliance with the air Labor Standards Act while also supporting a healthy work-life balance for our personnel.”

Addendum C is the 28E agreement that created the Marshall County Communication Center Commission and Agency in 2018. Addendum D, which is a summary of service calls for Marshall County in 2023, 2024, and 2025, is attached.

A brief comparison of PSAP operations between Marshall County and Cerro Gordo County/Clear Lake would be as follows:

FY2024-2025 & Calendar Year 2025	Marshall County PSAP	Cerro Gordo County PSAP	Clear Lake PSAP
1. Total Population Served	40,105	34,727	8,400
2. Total 911 Calls- 2025	15,866	17,007	2,895
3. Full-Time Staff	16	16	7
4. Part-Time Staff	0	1	1
5. Oversight	28E Board	Sheriff	Police Chief
6. Location	City Building	County Building	City Building
7. Sources of Funding FY25			
(A) E911 Phone Surcharge	\$294,197	\$146,223	\$88,244
(B) EMA Tax Levy	\$1,479,831	\$0	\$0
(C) Largest City Payment	\$0	\$874,102	\$0
(D) City Tax Levy	\$0	\$0	\$671,371
(E) County Tax Levy	\$0	\$513,361	\$0
(F) Grants	\$7,000	\$17,970	\$14,940
9. Annual Budget	\$1,722,840	\$1,533,686	\$759,615

The site visit to the Marshall County Communication Center was very informative and impressive. It provided a great insight and overview of a well-run and “finely tuned” PSAP operation.

Review and Evaluation of Cerro Gordo County PSAP and Clear Lake PSAP

As part of this study, the Consultant did an overall review of the Cerro Gordo Sheriff Office (CGSO) PSAP and the Clear Lake Police Department (CLPD) PSAP. While some of this information was referenced in previous sections on the interviews and questionnaires, the following sections provide a more detailed review of the two PSAPs.

Workload and Staffing (Industry Standards)

Both PSAPs are staffed 24 hours a day, seven days a week but use different shift structures and minimum staffing levels. The CLPD PSAP employs seven full-time dispatchers and one part-time dispatcher and maintains a minimum staffing level of one dispatcher. Full-time dispatchers work a six-days on, three-days-off schedule across three shifts: 7:00 a.m. - 3:00 p.m., 3:00 p.m. - 11:00 p.m., and 11:00 p.m. - 7:00 a.m. The part-time dispatcher does not have a set schedule and works as needed.

The CGSO PSAP is staffed by 16 full-time dispatchers and one part-time dispatcher. Three of the full-time positions serve as vacation relief positions so their schedules vary based on operational need. The CGSO minimum staffing level is two dispatchers.

Technology Assessment

The two PSAPs are similarly equipped and use the Iowa Statewide Interoperability Communications System (ISICS) as their primary radio system. Both PSAPs use CentralSquare Technologies products for 911 call handling, computer-aided dispatch, and records management. Both PSAPs comply with Iowa Administrative Code 605-10.11 which establishes minimum operational and technical requirements for PSAPs.

Several system differences remain between the PSAPs including the use of different Emergency Medical Dispatch programs and different VHF paging configurations. CGSO dispatches several rural fire and EMS agencies that operate on the 154.235 MHz frequency while CLPD dispatches the Ventura Fire Department whose pagers operate on the 155.760 MHz frequency.

Both PSAPs are located in secured facilities with dedicated dispatch consoles, employee restrooms, break rooms, and functioning HVAC systems. CLPD maintains two dispatch consoles and operates from a converted fire department facility with limited room for expansion. Its dispatch consoles are located in a small room directly adjacent to the public entrance to the police department and are arranged side by side in a linear configuration.

The layout maximizes the available space but provides limited counter space and places personnel in close proximity to one another.

CGSO is equipped with four dispatch consoles arranged in a square configuration within a secure room in the Law Enforcement Center. Each console is separated from the others by several feet. The room is large enough to accommodate additional consoles and provides direct access to two large training rooms, as well as office space for the Communications Supervisor.

Service Level Analysis (Call Handling Performance)

Numerous industry standards address best practices for call receipt-to-answer time, call answer-to-incident entry, incident entry-to-dispatch, minimum training standards, and quality assurance. The scope of this review did not include a comparison of each PSAP's operations against those standards. Additional analysis is recommended to assess current operations against applicable industry benchmarks.

Call volume varies between the two PSAPs, as expected. The CLPD PSAP serves a population of approximately 8,400 residents, or 22% of the total county population, while CGSO serves approximately 33,500 residents, or 78% of the total county population. Clear Lake also experiences seasonal increases in visitors at various times of the year.

Call-volume data from a six-year period was analyzed in two categories: administrative calls and 911 calls. During that period the CGSO PSAP received an average of 88,987 administrative calls and 16,158 calls to 911 per year. CGSO received 80% of countywide administrative calls and 84% of countywide 911 calls while CLPD received 20% and 16%, respectively. Overall, CGSO handled 81% of total countywide calls and CLPD handled 19%.

Financial Analysis – E911 Fund Distribution

The Cerro Gordo County E911 Board is responsible for the distribution of wireless surcharge and wireline surcharge money that is collected by the State of Iowa. The State of Iowa does retain a portion of the surcharge fees prior to sending the balance to the County E911 Boards. Most of the 911 surcharge money that has been sent to Cerro Gordo County E911 Board has been distributed to both the County PSAP and the Clear Lake PSAP for the purpose of purchasing equipment to operate the two call centers. A brief overview of the funding that has been received and distributed over the past three years has been summarized in Addendum E. This addendum shows the distribution of 911 surcharges and how it was divided between the two PSAPs:

911 Surcharge Funding	County PSAP	Clear Lake PSAP
FY 2022-23	\$284,247	\$153,246
FY 2023-24	\$112,294	\$68,591
FY 2024-25	\$146,223	\$88,244
Total Revenue	\$542,764	\$310,081
Population Served	34,727	8,400
Per Capita Ratio	\$15.63	\$36.91

Annual Budgets – County PSAP & Clear Lake PSAP

To determine the total cost to operate two PSAPs in Cerro Gordo County, FY2025-2026 expenditures were reviewed. A summary is as follows:

FY2024-2025 & Calendar Year 2025	Marhsall County PSAP	Cerro Gordo County PSAP	Clear Lake PSAP
Revenues			
911 Surcharge Money	\$294,197	\$146,223	\$88,244
Property Tax- County	\$1,479,831	\$513,361	
Property Tax -City Only			\$671,371
Mason City Payment		\$874,102	
Grants	\$7,000	\$17,970	\$14,940
Total Revenue	\$1,781,028	\$1,551,656	\$774,555
Expenditures			
Salaries	\$1,164,540	\$900,227	\$453,370
Benefits, FICA, IPERS	\$311,372	\$329,794	\$217,202
Organizational Dues		\$276	
Training	\$22,533	\$13,178	\$3,267
Cellphone Allowance			\$800
Maintenance Agreements	\$53,693	\$65,595	\$36,171
Cybersecurity	\$2,082		
ICN Fee		\$4,520	\$4,520
Internet Fee	\$3,000		
CAD System	\$24,000	\$15,555	\$7,661

Logging Recorder		\$31,258	\$17,832
Software	\$17,033	\$97,140	\$4,336
Language Translation	\$2,563	\$67	
Insurance	\$29,378	\$5,387	\$2,653
ALI/MSAG/GIS		\$5,693	\$2,804
Radio	\$66,671	\$46,724	
Telco Service	\$2,756	\$18,272	\$9,000
Iowa System/NCIC	\$13,956		
Repairs	\$5,343		
Office Supplies	\$3,919		
Total Expenses	\$1,722,839	\$1,533,686	\$759,616
Analysis			
Population Served	40,105	34,727	8,400
Cost Per Capita	\$42.96	\$44.16	\$90.43
Total 911 Calls	15,866	17,007	2,895
Cost Per 911 Call	\$108.59	\$90.18	\$262.39

Note: The dispatchers for the Clear Lake PSAP provide value-added services in addition to responding to public safety calls.

When comparing one PSAP to another PSAP, it is difficult to obtain a true “apples to apples” comparison. For example, some PSAP expenditures may include the cost for building insurance, workers compensation insurance, liability insurance, inland marine insurance, and cyber insurance, but these same insurance costs may be “covered” in the city or county general fund for another PSAP. As explained in the previous section, the Marshall County PSAP is basically a totally independent PSAP that includes all costs of operation.

A summary of the total costs to provide PSAP services for Marshall County as compared to all of Cerro Gordo County, (including Clear Lake) would be as follows:

FY2024-2024 County-to-County PSAP Expenses	Cerro Gordo County & Clear Lake PSAPs Total	Marshall County Single PSAP
Total Expenditures	\$2,293,301	\$1,722,839
Total Population Served	43,127	40,105
Cost Per Capita	\$53.18	\$42.96
Total 911 Calls	19,902	15,866
Cost Per Call	\$115.23	\$108.59

The Marshall County PSAP does not offer any of the “value added” services that are provided by the Clear Lake PSAP. It is difficult to calculate the value of the additional services available to the residents of Clear Lake. If the Clear Lake PSAP was discontinued, the City of Clear Lake would need to retain some staff members in order to provide the numerous “value added services that are summarized in Addendum A - “The Clear Lake Police Department Interoffice Memorandum “ which is dated June 9, 2026.”

Legal Questions and Issues

Iowa Code Chapter 34A establishes requirements governing emergency telephone systems, PSAP operations, and related authority. The Code requires each county to maintain either a joint 911 service board or an alternative established through a Chapter 28E agreement. Cerro Gordo County has established a joint 911 service board whose membership is defined by Chapter 34A.

Iowa Code section 34A requires joint 911 service boards to develop a 911 service plan that includes a description of the service area, a list of public and private safety agencies within the plan area, the number of PSAPs, and specified financial information. The board’s responsibility to designate and identify PSAPs provides authority to add or remove PSAPs as necessary. The joint 911 service board also controls funds collected under Chapter 34A and may direct those funds within the limits of Iowa law.

The Current “Two Site” PSAP Plan

After reviewing the information, conducting numerous interviews in person and by phone, and reviewing the comments on the questionnaires, the decision as to whether to consolidate from two PSAPs to just one PSAP in Cerro Gordo County might appear to be simple to some people, but it is more complicated. It is more than just the “money.” It involves trust, personality differences, policy differences, and “PSAP culture.” Perhaps, there is no “right answer” or “wrong answer” to the issues facing the E911 Board. However, the primary focus should be what is in the best interest of the residents and taxpayers in Cerro Gordo County and its cities.

There is no doubt that the current “two site PSAP” arrangement is very unique. It is unfortunate that all of the PSAPs in Cerro Gordo County were not consolidated into one PSAP when the new Cerro Gordo Law Enforcement Center was completed in 2008. Ironically the new law enforcement center was constructed right between Mason City and Clear Lake. The City Council of Clear Lake most likely decided at that time to retain an independent PSAP for the many of the same reasons that were shared during the recent interviews and on the questionnaires. That was Clear Lake’s right to make that decision.

PSAP Examples in Iowa

It is difficult to find other “two site PSAP” operations in counties in Iowa. There used to be numerous counties in Iowa with more than one PSAP, but that number has substantially declined since the 1980’s or 1990’s. Most places in Iowa have consolidated to just one PSAP in the county by using one of three “models”:

- County PSAP
- Major City PSAP
- 28E Agency PSAP

The law enforcement departments, the fire departments, and emergency response providers all use the same PSAP in these Iowa counties. There is no duplication of services in these counties, because the one PSAP serves the entire county.

There are still a few “two – site PSAPs” in some counties in Iowa. Data from the Iowa Homeland Security and Emergency Management Agency lists only six counties which still have more than one PSAP. Those counties include:

- Cerro Gordo County, population 43,127
- Linn County, population 230,299
- Marion County, population 33,414
- Polk County, population 492,401
- Story County, population 98,537
- Wapello County, population 35,437

Three of these counties have large metropolitan areas and there may be unique circumstances that require more than one PSAP in the County, such as housing a regent

university. However, all except three counties with populations under 50,000 people operate with just one PSAP.

Clear Lake Financial Advantage

The vast majority of cities in Iowa use the one PSAP in their area for various reasons, not the least of which is financial necessity. These cities simply cannot afford to maintain their own independent PSAP. The property tax base in those cities can barely fund the other ongoing costs for police, fire, streets, parks, library, and administration. A city owned PSAP would be a “luxury” that these cities could not afford. There are a few cities, such as Maquoketa, that operate a PSAP, but the city also contracts with Jackson County and the surrounding cities to help cover the cost of the municipal PSAP.

As was stated numerous times during the interviews, “Clear Lake is unique.” There is nothing like a big, beautiful lake to attract big, beautiful houses. These large, impressive homes in Clear Lake have significant taxable valuations and the owners pay large sums of money for property taxes. The total taxable value in Clear Lake is \$840,457,167. The Clear Lake property tax levy of \$9.85 per \$1,000 of taxable valuation, (while very low in comparison to other cities in Iowa) will generate \$8,333,540 in property tax revenues in the Fiscal Year July 1, 2026, to June 30, 2027. That is incredible amount of property tax revenue, and it makes Clear Lake the “envy” of most every city in Iowa.

Clear Lake’s Independent Approach

Since Clear Lake has a significant property tax base, the City has the financial capacity to easily fund their own PSAP. City officials feel that the “value added services” of the Clear Lake PSAP justifies the additional cost of a separate and independent PSAP. They stated that the citizens of Clear Lake have come to “expect” these services and would object to any plan to reduce services. This assumption might be correct and should be respected. Current and future city councils in Clear Lake will review the cost of the city PSAP each year during budget preparations and make the determination that a “separate independent City PSAP” is the best use of property tax dollars. While people outside of Clear Lake may “question” this use of property tax dollars, it is right and prerogative of the Clear Lake City Council to make that decision.

There have been reports from the Iowa State Legislature that the State may someday mandate that PSAPs in the county must consolidate in order to save property tax dollars. These discussions in the Iowa Legislature will involve two interesting, but possibly opposing, “perspectives” – “local control” versus “the efficient use of property tax money.” However, a state mandate to force the consolidation of PSAPs is not currently the law. Therefore, Clear Lake City officials will most likely retain the city operated PSAP at this time and take a “wait and see” approach regarding any State mandate to consolidate PSAPs.

Considerations for Additional Radio Tower

All emergency service agencies based within Cerro Gordo County use the statewide Project 25 compatible 700 MHz radio system for voice communications. The system was designed by Motorola, and construction began in 2016. It operates through a network of radio towers across the state that are interconnected by microwave transmissions. One ISICS radio tower is currently located at the Iowa State Patrol Post 8 headquarters on the south side of Mason City. The tower is owned and maintained by the State of Iowa and ISICS users have access to it without fees.

As noted previously, nine volunteer fire and EMS agencies continue to use VHF paging systems to receive calls for service. The VHF system uses a combination of repeaters to provide coverage throughout the county. The VHF system was previously used for paging and voice communications by these agencies, but all services transitioned to ISICS for voice communications in 2022. These nine agencies still rely on the VHF system for paging.

Several counties and cities in Iowa have added ISICS radio sites to existing infrastructure, while others have constructed new towers to support additional ISICS sites. These sites are intended to improve radio coverage where state-owned sites are not sufficient. Locally added sites are owned and maintained by the governmental agency that installs them and do not receive state financial support for purchase, installation, or maintenance.

County officials have discussed installing a second radio site to improve coverage, particularly for portable radios. ISICS was designed and tested to provide statewide border-to-border coverage for in-vehicle radios. However, areas have been identified within the county where lower-powered portable radios may be unable to connect to the system and therefore may be unable to transmit or receive. Options discussed by the joint 911 service board include constructing a new radio tower and installing a radio system on it or placing a radio system on an existing structure such as a water tower. Both options are technologically viable but would involve significant initial and ongoing costs.

An additional radio site would improve portable radio coverage within the area served by that site but a single additional site would not improve communications countywide. A second site would also provide redundancy if the primary site experienced a mechanical or technical failure thereby providing backup capability for emergency communications.

The most recent quote to purchase and install a stand-alone radio site, excluding construction of a new radio tower, is \$2,057,343. Annual licensing and maintenance costs begin at \$75,735 in year one and increase to \$87,389 in year five. Those annual costs can be expected to continue increasing over the life of the radio site. Based on current joint 911 service board revenues and expenses the significant initial and ongoing costs make a

second radio site cost-prohibitive at this time. Operational efficiencies that reduce expenditures could potentially free funds and make a second radio site more financially viable in the future.

Consultant's Assumptions and Analysis

When a consultant reviews the available information and considers all perspectives and opinions, there are numerous factors that are considered when making recommendations. Since these recommendations involve critical public safety services and property tax money, it is imperative that the main focus is to determine what is in the best interest of residents and taxpayers of Cerro Gordo County. Recommendations need to be realistic, practical, reasonable, and doable. Change is not easy and requires patience, empathy, and perseverance.

The preparation of the recommendations in this study took into consideration the following factors and assumptions:

1. There is probably no one plan or overall recommendation that will meet with the 100% approval of all interested parties.
2. The consolidation of two PSAPs into one PSAP will obviously save money, especially for the taxpayers in Clear Lake, but the actual amount of cost savings is difficult to calculate.
3. If Clear Lake were to discontinue operating an independent PSAP, it is very likely that the City will still retain the personnel required to provide the value-added services that were referenced in previous sections and in Addendum B.
4. Since Clear Lake has the financial capacity to fund and operate their own PSAP, the City Council will probably continue to allocate the property tax revenue needed to maintain the PSAP in Clear Lake.
5. The limitations on property taxes that have been imposed by the State Legislature will have a profound impact on Cerro Gordo County and the cities in the County and their ability to fund essential services, including radio communications and dispatch services.
6. While there is a need for a second radio communications tower in Cerro Gordo County, it will be difficult to finance a capital project of this magnitude with the current available revenues and two-site PSAP arrangement.
7. Even if the E911 Board had all the funds available to immediately construct a second communication tower, the most challenging task for all entities might be "finding" the additional money to finance the ongoing annual costs associated with a second tower, especially in light of the state-imposed restrictions on property tax revenues.

8. The County Communications Director has indicated that the County PSAP could handle the increased volume of calls if the Clear Lake PSAP was discontinued. Perhaps, it might be best to take a more conservative approach and assume that County PSAP may need to hire at least one additional dispatcher at some point in the future.
9. While it has not been verified or studied, this Consultant will assume that there is no court or governing body or state agency that will mandate the consolidation of the two PSAPs into one PSAP in the near future.

Consultant's Recommendations

After careful consideration of all options and the viewpoints of all the entities involved, a plan of action or list of recommendations has been developed.

1. *County PSAP – Primary Service Provider.* The County PSAP handles the largest volume of calls and serves the largest geographical area and is located in relatively new facility and it was purposely built as a dispatcher center. Therefore, it is recommended the E911 Board designate the County PSAP as the "primary PSAP" for Cerro Gordo County. The purpose in making such a distinction is to clearly state that the County PSAP is there to serve all of Cerro Gordo County and all of the cities and public safety agencies that chose to use the Cerro Gordo County PSAP.
2. *Invitation to Clear Lake City Council.* Since the County PSAP would be the primary PSAP for all of Cerro Gordo County, it is recommended that the E911 Board, the County Board of Supervisors, and the County Sheriff extend an invitation to the Clear Lake City Council to enter into formal discussions and to explore the possibility of merging the Clear Lake PSAP with the County PSAP. Based upon the June 11th discussions with city officials in Clear Lake, it is anticipated that the Clear Lake City Council will respectfully decline this offer. If this assumption is correct, it is recommended that all parties respectfully accept Clear Lake's decision and agreed to explore ways to maintain the current level of cooperation and continue to serve as a "backup" for the other entity's PSAP in the event of an emergency. Perhaps, a written memorandum of understanding of how the two PSAP's will continue to work together for the residents of all of Cerro Gordo County could be written and approved by all entities.
3. *PSAP Sharing Opportunities.* If the decision is to continue the two site PSAP arrangement, it is recommended that the two PSAP's continue the regular joint staff meetings and possibly expand these sessions to include joint training, tours of facilities, sharing of information, and exploring areas of common interest.
4. *Discontinue Funding to Clear Lake PSAP.* If the E911 Board intends to someday finance a second tower, it is recommended that the E911 Board seriously consider allocating additional surcharge money to a "Second Tower Capital Fund" and no longer attempt to fund two PSAPs in the County. Therefore, it is recommended that

the E911 Board notify the City Council in Clear Lake that the E911 Board will discontinue the allocation funds for the equipment needs of Clear Lake PSAP effective July 1, 2027.

5. *Task Force – Second Tower.* It is recommended that the E911 Board, the Board of Supervisors, and the County Sheriff establish a special Task Force to investigate and study the need for a second communication tower. The Task Force would be asked to explain the need for the tower, update any cost estimates, identify possible locations, recommend possible sources of funding, present a realistic timeline for construction, and develop a plan to finance the ongoing annual costs of owning and operating the second tower. The members of the Task Force could include representatives of law enforcement, elected officials, PSAP personnel, fire services, and board members. It is recommended that the number of task force members be in the range of seven to ten people, not including support staff.
6. *Second Tower Bond Issue.* Since the costs for most capital projects increase each year, the E911 Board may continue to struggle with getting to the point where the Second Tower Capital Fund has enough money to cover 100% of the cost of construction. The annual allocation to the Capital Fund may barely cover the annual increase in construction costs. Therefore, it is our recommendation that the Task Force seek the assistance of a financial advisor or “general obligation (G.O.) bond expert.” The financial advisor could offer suggestions on how to request voter approval for a G.O. bond issue and calculate the potential impact of the debt on the county property tax debt service levy. If the voters approved a G.O. bond, it would then help the E911 Board to fully fund and start construction of a second tower.
7. *Field Trip to Marshall County.* It is highly recommended that a group of interested people, such as E911 Board Members, County Board of Supervisors, law enforcement personnel, fire department personnel and city officials make arrangements to tour the Marshall County Communications Center and to meet with the 911 Communications Director and the Chairperson of the 28E Agency Board of Directors.
8. *Task Force – 28E Agency Option.* If the “field trip” to Marshall County is favorable, it is recommended a second Task Force be created to investigate the feasibility of replicating the Marshall County 28E Agency “model” in Cerro Gordo County. It is the opinion of this Consultant that Cerro Gordo County needs a “fresh start” and new approach to the oversight of PSAP services in the County. If the 28E Agency option was adopted, the PSAP communications director would then be an “equal partner” with all of law enforcement personnel and fire departments served by the PSAP. The purpose of the 28E Agency Board of Directors would be to provide directions and oversight of PSAP operations. Since Board members would likely include elected officials, law enforcement personnel, fire department representatives, and county officials, the potential concerns regarding “loss of control” or not having a “voice” in

PSP operations might be alleviated. A copy of the Marshall County 28E agreement for their PSAP is attached as Addendum C in order to provide a general idea of how the 28E Agency might function.

9. *Annual Funding For 28E PSAP Agency.* One of the primary goals of the 28E Agency Task Force would be to consider how the new 28E Agency PSAP would be funded in the future. Once again, it is recommended that the Task Force examine the Marshall County PSAP financial plan as model from which to start discussions. If it is determined that the Marshall County PSAP financial plan is not feasible in Cerro Gordo County, then the Task Force might consider a plan that is based on a “per capita fee” or a “per call fee” or some combination of both options.
10. *Second Overture of Clear Lake.* If the first Task Force presents a feasible plan for a second communication tower and if the second Task Force recommends the creation of a 28E Agency to govern the PSAP, then it is recommended that a second overture be made to the Clear Lake City Council to join with the other governmental agencies in Cerro Gordo County to have one PSAP that serves all of the residents of Cerro Gordo County.

“The Five Conditions of Success”

This Consultant will be doing a presentation regarding 28E agreements and intergovernmental cooperation at the upcoming Iowa League of Cities annual conference on September 24, 2026. The topic of 28E agreements is one that we have done many times over the past 40 years. When conducting this workshop, we often reference what we call the “five conditions of success” for 28E agreements. In other words, we think that for any 28E agreement to be successful and to achieve the desired results, then these five conditions of success must be in place:

1. **Perceived Need to Act:** The governing bodies and the employees must perceive a need for their organization to take some type of action. This may be a need for a piece of equipment, a need to perform a current service better, or the need for a new service.
2. **Interest in Efficiency and Effectiveness:** The governing bodies and the employees must be motivated to seek cooperation by shrinking resources or a basic belief in using existing resources with more efficiency.
3. **Belief in Investing:** The governing bodies must understand that often an up front investment must be made in order to realize future or long term gains. They must be visionary in making decisions to participate in solving the problems.
4. **Mutual Benefits:** The participants must understand and work toward the goal of creating arrangements that are to the benefit of all participants. Each participant must see that they are better off making arrangements than by not participating.

5. **Mutual Trust:** The participants must trust and respect each other. The discussions will require creativity, risk, and some “leaps of faith” in order to be successful. Without trust by the participants, there will not be progress on the issues because participants will not be comfortable taking risks.

If any of these five conditions are not present, then the chances for a successful 28E agreement that meets the desired objectives is very unlikely in our opinion. However, we cannot take “credit” for these “words of wisdom.” The five conditions for success were written by a friend who included these observations in his thesis to fulfill the requirements for a master’s degree in public administration. That friend is Tim Moerman, who ironically once lived in Mason City and Cerro Gordo County. It is our opinion that Mr. Moerman’s five conditions for success are still valid and would urge everyone in Cerro Gordo County to reflect on them now and in the future.

Final Comments

We would like to acknowledge and thank all of the city and county officials who assisted with the collection of data and information for this report. We also acknowledge and thank the people who agreed to be interviewed and for their candid and honest comments and observations and to those people who took the time to complete the advance questionnaire. Lastly, we would like to thank the E911 Board of Directors for selecting Callahan Municipal Consultants, LLC to conduct this study and prepare this report. We appreciate the great cooperation and warm welcome that we received during the preparation of this report from everyone involved.

Callahan Municipal Consultant, LLC
Patrick Callahan, Consultant

E911 Board Meeting- Review of Draft Report

The E911 Board held a meeting on September 14, 2026 for the purpose of reviewing a draft copy of this report. After a presentation by the Consultant outlining the main parts of the report, Board members and attendees had the opportunity to ask questions and provide comments. Some minor corrections and adjustments were made to the draft copy of the report based upon the comments submitted by the attendees.

It is our opinion that the September 14th Board meeting was very productive. Some excellent comments and suggestions were submitted by the people in attendance. We added these final observations to our report based upon their comments.

1. *Concerns Regarding the “Disconnect.”*

It should be noted that not everyone thought that there was any type of “disconnect” between Clear Lake and the rest of Cerro Gordo County. It was pointed out that there is a good working relationship between the law enforcement agencies of Mason City, Clear Lake, and the Cerro Gordo County Sheriff Department, which is excellent. However, it was the “perception” of some of the people, who were

interviewed by the Consultant on June 10th and 11th, that there is a “disconnect” to some degree. Perception and reality can be totally different. It is important to at least recognize that this perception does exist and to continue efforts to change this perception and to maintain the current level of good cooperation and mutual respect.

2. *Marshall County PSAP – Overall Picture*

We heard a comment that the Marshall County PSAP might not function as good as was portrayed in this report. We made some additional inquiries with three people in Marshall County, who we personally know and trust. These three people told us that they were not aware of any issues or problems with the Marshall County PSAP and that they had a very positive impression of the Marshall County PSAP. Once again, we would urge Board Members to schedule a “field trip” to Marshalltown and make your own assessment.

3. *PSAP “Industry Standards”*

It was suggested that the County PSAP and Clear Lake PSAP should continue to adhere to “Industry Standards.” We agree with that suggestion and even thought about attaching these PSAP industry standards as an addendum to this report. Rather than adding the industry standards as an addendum, we decided to provide a link so that interested Board members can access this information as needed. APCO is the recognized industry board and they have numerous standard – here is the link to those: <https://www.apcointl.org/services/standards/find-setandards/>.

4. *Discontinuance of Surcharge Funding For the Clear Lake PSAP*

We modified the title or heading of our Recommendation No. 4 on page 24 regarding funding for the second tower and the discontinuance of funding of 911 surcharge money to Clear Lake PSAP. The data, as shown on Addendum E, indicates that the Board allocated \$311,081 to the Clear Lake PSAP (or \$37.03 per capita) and \$542,764 (or \$15.63 per capita) to the County PSAP from July 1, 2022, to June 30, 2025. In our opinion, the Board may have “overfunded” the Clear Lake PSAP by \$144,761 (\$311,081 - \$166,320 = \$144,761) for this three-year period, if the 911 surcharge money had been allocated on per capita basis.

While we cannot verify it, we suspect that the Board has never used a “per capita” formula to allocate the 911 surcharge money to the two PSAPs from 2008 to 2026. Therefore, we can only assume that the Clear Lake PSAP has gotten annual allocations of E911 surcharge money far more than what a per capita formula would have paid the Clear Lake PSAP from 2008 to 2026.

5. *PSAP Funding Change – Effective July 1, 2027.*

We recommended in the report that the Board discontinue the allocation of E911 surcharge money to the Clear Lake PSAP effective July 1, 2027, which would be the

start of the next fiscal year. We were asked to extend this deadline, but we decided to maintain our original recommendation. The Board will ultimately make that decision. Since we think that the E911 Board has been extremely generous with the Clear Lake PSAP for an extended period, we felt that the “time has come” to make this change. The Clear Lake City Council has not yet adopted the FY 2027-28 City Budget. Therefore, adjustments can be made to the funding for the Clear Lake PSAP by the City Council during the upcoming budget discussions for the period beyond July 1, 2027.

6. *Clear Lake PSP – Two Control Centers*

We referred to one of the control centers at the Clear Lake PSAP as “a backup center” on page 4 of the report. We modified this section to clearly state that there are “two control centers,” and deleted any reference to one as a “backup center.”

7. *Second Communication Tower – Not Part of the Study.*

It was noted at the Board meeting that the need for a second tower was not originally a part of this PSAP study, which is a true statement. However, the discussion regarding the second tower was mentioned many times during our interviews on June 10th and 11th by people in both Clear Lake and the County. While it may not have been addressed in the Board’s RFP, we thought that it was necessary to include the topic in this report and to recommend that a task force be created to make some definitive recommendations regarding the need, the cost, the funding, and location of a second tower.

8. *Calls for Service – Cost Basis Analysis*

As shown on page 18 of the report, we made calculations on how much it cost to operate the PSAPs on both a “per capita” and a “per 911 call” basis. It was suggested that we should have based these calculations on a “per service call basis,” which we agreed to consider. However, there is a significant difference between what one PSAP designates as a “call for service” versus how another PSAP defines a service call. It is difficult to obtain an “apples to apples” comparison. We decided to use the “per 911 call basis” in our calculations on page 18, because it is the E911 Board’s responsibility for determining how to allocate 911 surcharge money. However, we do think that there is value in doing the same calculations on a “per service call” basis by using the numbers that were provided at the September 14th Board meeting. These numbers were 50,605 service calls for the County PSAP and 17,522 service calls for the Clear Lake PSAP. As shown on Addendum D, the total “calls for service” in Marshall County in 2025 was 69,511. If the calculations are based on “cost per service call”, it would be as follows:

	Marshall County PSAP	Cerro Gordo County PSAP	Clear Lake PSAP
Total Expenses	\$1,722,839	\$1,533,686	\$759,616
Total Calls for Service	69,511	50,605	17,522
Cost per Call for Service	\$24.79	\$30.31	\$45.35

If the Cerro Gordo County PSAP and the Clear Lake PSAP calls for service are combined, the total equals 68,127. The total annual expenses of the two PSAPs combined was \$2,293,302 or \$33.66 per service call. The cost per service call for all of Cerro Gordo County is 35% greater than the cost per service call in Marshall County.

9. *Addendum C – Marshall County 28E Agreement – 2018*

We deleted the 28E agreement for Marshall County that was dated August 31, 2010. We replaced it with the more recent 28E agreement that was dated January 16, 2018, as this agreement currently governs the Marshall County PSAP.

Addendum A

COPY

WHEN RECORDED RETURN TO:

Tom Drzycimski
220 N. Washington Ave.
Mason City, IA 50401

Preparer Information: Tom Drzycimski, 220 N. Washington Avenue, Mason City, IA 50401

(641)421-3075

28 E Agreement

This agreement is entered into the date last executed by the parties, by and between the City of Mason City (hereinafter the "City") and the County of Cerro Gordo (hereinafter the "County") pursuant to Iowa Code Chapter 28E providing for cooperation between governmental agencies.

Whereas, the City has determined that it is in the best interest of the City to enter into an Agreement with the County to provide public safety dispatch and communications operations; and

Whereas, the County is ready, willing and able to provide said services under the terms of this Intergovernmental Cooperation Agreement.

Now, therefore, the parties hereby agree as follows:

1. **28E Agreement.** This agreement is entered into pursuant to the provisions of Chapter 28E, Code of Iowa (2001). This Agreement shall consist of seven pages and Attachments 1, 2, and 3, which shall be considered a part of this Agreement.
2. **No Entity.** No separate, legal or administrative entity is created by this Agreement. No real or personal property will be purchased in the performance of this Agreement.
3. **Administrators.** The Cerro Gordo County Sheriff and the City of Mason City Administrator shall administer the performance of this Agreement.

4. **Term.** The term of this agreement shall be April 1, 2006, to April 1, 2016, unless otherwise terminated under provisions of this Agreement. This Agreement may only be terminated upon the default of a party. If a party should fail to perform any covenant, agreement, or obligation under this Agreement, the other party may terminate the Agreement upon ninety days written notice, which notice shall specify the default claimed; provided, however, that the defaulting party shall be entitled, within such ninety day period, to reinstate the Agreement by curing or remedying any such default to the other party's reasonable satisfaction. Notice shall be sent to the governing body by the other party at its principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligation or liability arising during the term of the Agreement.

In the event of a breach by the County or the City of this Agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.

5. **Consolidation.** The City and County agree that the County will, effective on or before May 1, 2006, provide all public safety communication services, including public safety dispatch and communication operations, for the City. The County agrees to employ the City's communications specialists subject to the attached Letter of Understanding (Attachment "1"). The City will relocate applicable capital equipment from the Mason City Police Department to the Cerro Gordo County Sheriff's Department. Further, the County will provide capital equipment as hereinafter set out in this Agreement.
6. **Conversion.** The City's communications specialists shall be hired by the County under the terms of the Letter of Understanding attached hereto as Attachment "1". The county agrees to provide dispatch communications for the City using the communications equipment set out on the summary by Electronic Engineering and Positron/Qwest attached hereto as Attachment "2".
7. **Compensation.** The City shall receive a proposed budget for the Cerro Gordo County Sheriff's Dispatch Center operations on or before December 10th of each

year for the next fiscal year of July 1 to June 30. The proposed budget shall be itemized in sufficient detail for personnel positions wage/benefit costs, estimated overtime and all other costs associated with the daily operation of the Dispatch Center. Any capital improvements proposed shall be itemized as to estimated cost with explanation of expected benefits to the center operations, with a proposed revenue source identified.

The proposed budget shall first be reviewed by the Cerro Gordo County Sheriff's Advisory Committee for the Joint Dispatch Center for review and recommendations to the City and County. This review shall be accomplished prior to the submission of the proposed annual budget to the City of Mason City on or before December 10th each year.

For the Fiscal Year 2005-06, the City shall pay the County \$67,114 for the last two (2) months of fiscal year 2005-06. In addition, the City shall continue its health insurance coverage on all City employees hired by Cerro Gordo County as Correctional Officer as per the Letter of Understanding between Teamsters Local No. 238 and Cerro Gordo County, Iowa, Attachment "1" until July 1, 2006, at which date they will be covered by the County health insurance plan.

For July 1, 2006, through June 30, 2007, the City shall pay the County \$464,199.00 for its share of the Dispatch Center costs. The formula for the City share of the Dispatch Center annual budget shall be 63 percent and the County share 37 percent for the fiscal year ending June 30, 2007. This formula shall be reviewed by the Dispatch Advisory Committee as part of the budgeting process for the fiscal year beginning July 1, 2007.

The parties agree to seek any available grant funds that are for improvements to the Dispatch Center and to the extent such grant funds are received by the County, they shall be shared by a reduction to the City's of its to be determined obligation for capital improvements in the Dispatch Center.

In the event that another entity becomes a party to a 28E Agreement with Cerro Gordo County for the Dispatch Center services, the percentage each jurisdiction pays shall be accommodated via mutually acceptable Addendum to

this Agreement approved by the Mason City City Council, and the Cerro Gordo County Board of Supervisors.

The City shall not be responsible for any costs to relocate the Dispatch Center into the new County Jail/Dispatch Center/Sheriff's headquarters facility.

8. **Implementation.** Engineering of radio and telephone equipment shall begin as soon as possible after execution of this Agreement. Once testing has been completed and modifications have been made, the Mason City Communications Center in the Police Station shall be shut down and Cerro Gordo County Dispatch Center shall handle all Mason City dispatch services. Employees shall begin training at the Cerro Gordo County Dispatch Center on their duties and responsibilities. Start-up of the consolidation will begin on or about April 1, 2006. Consolidation shall be completed on or about May 1, 2006. Thereafter, the County shall provide the operational service as set out in Attachment "3".
9. **Level of Service.** The County agrees to provide a level of service comparable to the level of service provided by the City prior to the consolidation of the dispatch services. Any complaints or problems with the quality of service by the Cerro Gordo County Dispatch Center shall be submitted in writing to the Communications Supervisor. The issue shall be reviewed and an investigation by the Sheriff or his designee. If the investigation is conducted by a designee, then findings shall be reviewed with the Sheriff. Protocol will be conducted in accordance with the standard operating procedures of the Cerro Gordo County Sheriff's Department. Findings and resolutions shall be submitted in writing to the department head of the agency which made the original complaint. If the department head of the agency is dissatisfied with the resolution he/she may refer it to the Dispatch Advisory Committee for consideration. The Dispatch Advisory Committee will make its findings and resolutions in writing to the department head which made the original complaint. Any questions, referrals or comments will be addressed directly to the Communications Supervisor of the Dispatch Center.

A Dispatch Advisory Committee is hereby established to provide recommendations to the Cerro Gordo County Sheriff on matters of dispatch

policy, procedures, operations, staffing, budgeting, and unresolved complaints.

The Committee shall consist of the following positions or their designees:

- a. Mason City Police Chief
- b. Mason City Fire Chief
- c. Cerro Gordo County Sheriff
- d. Cerro Gordo County Emergency Management Coordinator
- e. E911 Service Board Coordinator
- f. Dispatch Supervisor

Meetings of the Dispatch Advisory Committee shall be held on a regular basis as determined by the committee members. Nothing prevents the Sheriff from allowing designees from other public safety agencies dispatched by the County to participate in this monthly meeting.

10. Future Equipment. In order to accommodate the immediate implementation of this Agreement, the City agrees to maintain a communication link with the Cerro Gordo County Sheriff's Office Dispatch Center for the purpose of providing a backup dispatch system for the short term and to consolidate the dispatch centers in the long term. The City agrees to provide its existing equipment to the County in order to consolidate the dispatch centers. The City agrees to include any cost for work at the Mason City Police Station in the Fiscal Year 2006-07 budget to be funded entirely by the City. Thereafter, the County agrees to maintain all staff and equipment sufficient to provide the level of service provided by the City prior to the execution of this Agreement.

The City and County agree to implement the following computer systems on or about the dates below:

- a. Computer Aided Dispatching, December 31, 2006;
- b. Computer Records Management System, December 31, 2006;
- c. Automatic Vehicle Location systems for all vehicles in the Mason City Police and Fire Departments, March 31, 2007;
- d. Surveillance systems as may be activated by the Mason City Police Department, June 30, 2007; and
- e. Implementation of the upgraded outdoor warning system, June 30, 2007.

The City and County agree to discuss on the implementation of additional systems as may be deemed appropriate. The parties agree that all necessary training on the use of these systems shall be provided to the County personnel involved in the operation of the Dispatch Center and these systems shall be kept operational and employed continuously.

11. Previous Agreements. The City and the County acknowledge that they have previously entered into agreements concerning other facets of law enforcement and the provision of emergency services. These agreements shall continue in full force and effect and nothing contained herein shall be construed to amend or supersede said agreements.

12. Execution of Agreement. The parties shall approve the Agreement by resolution or motion of the respective board or council, which shall authorize the execution of the Agreement. It will then be filed in the office of the Iowa Secretary of State and the Recorder of Cerro Gordo County, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded in the Cerro Gordo County Recorder's Office and shall remain in effect unless terminated as provided herein. This is the entire agreement between the parties and it may be amended only upon the agreement of both parties and only in writing. The laws of the State of Iowa apply to this Agreement.

In Witness Whereof, the County and City have caused this Agreement to be executed in four separate counterparts, each of which shall be considered an original.

Executed by Cerro Gordo County, Iowa,
the 21st day of March, 2006

Executed by the City of Mason City,
Iowa, the 21st day of March, 2006

By: Robert E. Amos
Chairperson

By: Roger B. Berg
Mayor

ATTEST:

Jandy Shorn, Deputy

ATTEST:

Sam McHenry

LIST OF ATTACHMENTS

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Attachment "2": List of Communications Equipment to be provided on or before May 1, 2006 and thereafter	19
Attachment "3": List of Operational Services to be provided by the Cerro Gordo County Dispatch Center to the City of Mason City, Iowa	20

ATTACHMENT "1"
LETTER OF UNDERSTANDING
 Between

TEAMSTERS LOCAL NO. 238
&
CERRO GORDO COUNTY, IOWA

Regarding the combining of the
MASON CITY POLICE DEPARTMENT & CERRO GORDO COUNTY
SHERIFF'S DEPARTMENT DISPATCH CENTERS

Teamsters Local No. 238 (hereinafter "Union") and Cerro Gordo County (hereinafter "County") enter into the following Letter of Understanding to implement the consolidation of the Mason City Police Department (MCPD) dispatch center with the dispatch center in the Cerro Gordo County Sheriff's Office (CGCSO). All contractual references in this Letter of Understanding refer to the July 1, 2005 – June 30, 2010 Collective Bargaining Agreement between the County and the Union.

The County and the Union have agreed that persons working in the joint dispatch center will be employees of the CGCSO. After shifts are bid for the new dispatch positions created in the CGCSO, a combined seniority list will be used. In other words, MCPD employees will retain their seniority following their start of employment with the CGCSO. MCPD employees earning more than the wage scale in the CGCSO contract will receive percentage increases each July 1 as specified in the CGCSO union contract, but not the January 1 increases until such time as their current wage and the wage schedule for their years of service in the CGCSO contract are equal.

Specifically, the Union and the County have agreed to the following:

1. **Section 4.03, Seniority List.** A combined seniority list for dispatchers is attached (Attachment "1-A"). Current CGCSO employees will remain in their bid positions. MCPD personnel may bid the new positions by seniority. This may result in some full-time employees at the MCPD becoming part-time employees in the CGCSO. After shift-bidding is complete, those employees of the MCPD not assigned to a shift will be subject to workforce reduction by the city.

The combined seniority list will be applied in all other matters in the CGCSO union contract where seniority is the determining factor. Once the joint dispatch center is activated, new hires will be subject to the terms of the CGCSO union contract.

2. **Section 4.04, Shift Vacancies.** CGCSO employees will maintain their currently bid shifts. MCPD personnel will bid on the created shift vacancies by seniority date. Future shift vacancies will be bid by the combined seniority list.
3. **Section 5.03(a), Jailer/Dispatcher Classification.** The section will remain the same for jailers. A new section will be created for dispatchers as follows:

Dispatcher personnel shall work six (6) days and have three (3) days off. Each shift shall consist of eight (8) hours with a five (5) minute orientation period immediately before the beginning of the employee's shift. Each dispatcher shall be granted a ten (10) minute coffee break for each four (4) hours worked and shall be granted a thirty (30) minute paid meal break. Dispatchers shall remain in the Sheriff's office during all break and meal periods and shall remain available by radio in case of an emergency. The Employer agrees to provide

an area for breaks and meals so that the employee may leave his/her duty station during the scheduled breaks and meals. Hours of shifts are: 7:55 a.m. to 4:00 p.m.; 11:25 a.m. to 7:30 p.m.; 3:55 p.m. to 12:00 a.m.; 7:25 p.m. to 3:30 a.m.; and 11:55 p.m. to 8:00 a.m. Employees shall be paid for eight (8) hours of work and it is understood that the hourly rate takes into consideration five (5) minutes early reporting time.

The above schedule will be reviewed six (6) months following activation of the joint dispatch center. Shifts may be altered to address calls for service and as staffing needs warrant.

4. **Section 6.01, Wages.** The wage schedule in the current CGCSO contract will be used (see Attachment "1-B"). MCPD employees who join the CGCSO will be paid at their current wage rate and will receive the July 1 percentage increases shown in Appendix A of the CGCSO contract based on their years of service. They will not receive January 1 percentage increases while their wage rate is higher than that shown in Appendix A of the CGCSO contract based on their years of service. This practice will continue until such time as their wage is equaled or exceeded by the wage for their years of service in Appendix A of the CGCSO contract. A wage schedule for MCPD employees is provided as Attachment "1-C."
5. **Section 6.02, Overtime.** Overtime will be bid by seniority date as specified on the attached list. As stated before, current MCPD dispatchers' seniority will be transferable to the CGCSO.
6. **Section 6.05(a), Holidays.** Unused floating holidays earned as an employee of the MCPD will be transferable to the CGCSO. The use of floating holidays will be governed solely by the CGCSO contract.
7. **Section 6.06, Vacations.** Current MCPD employees will be awarded vacation on the anniversary of their date of hire stated on the attached seniority list based on the schedule in Section 6.06. Awarded, but unused vacation will be transferable to the CGCSO. Accrued vacation earned while employed by the MCPD will be transferable to the CGCSO. After joining the CGCSO former MCPD employees will earn vacation leave based on the schedule in this section. However, MCPD employees currently receiving five (5) weeks of vacation will continue to do so until they leave employment. A week for vacation purposes will be defined by Section 6.06 of the current CGCSO contract. The use of vacation leave will be governed solely by the CGCSO contract.
8. **Section 6.08, Sick Leave.** Sick leave earned as an employee of the MCPD will be transferable to the CGCSO. After joining the CGCSO former MCPD employees will earn sick leave based on the schedule in this section. The use of sick leave and maximum accrual amounts will be governed solely by the CGCSO contract.
9. **Section 11.01, Health Insurance.** Current employees of the MCPD will remain on the health insurance plan offered by the City of Mason City through June 30, 2006. Effective July 1, 2006, these employees will be treated as new employees with regard to health insurance under the plan(s) offered by the County. Employees are required, at a minimum, to enroll in single coverage under one of the plans. The county pays the cost of the single health insurance plan.
10. **Section 12.01, Flexible Benefits Plan.** Current employees of the MCPD will be treated as new employees with regard to flexible benefits that may be paid for with flexible benefits money and excess health insurance funds. Flexible benefits money may also be used towards the premium cost of family health insurance.

11. **Pre-Employment Requirements.** Employees of the MCPD intending to transfer to the CGCSO will be required to undergo and pass the following prior to their employment with the CGCSO:

1. Pre-Employment Physical;
2. Pre-Employment Drug Screen; and
3. MMPI.

Failure to pass any of the above shall be grounds denial of employment with the CGCSO.

12. **Job Description.** The current CGCSO job description for dispatcher/ correctional officer will be utilized (Attachment "1-D").

Dated this 27th day of December, 2005

FOR THE UNION:

/s/ Ron Wheeler 1/19/06
 Ron Wheeler Date
 Business Agent
 Teamsters Local No. 238

FOR THE COUNTY:

/s/ Phillip E. Dougherty 12/27/05
 Phillip E. Dougherty Date
 Chairman
 Cerro Gordo County Board of Supervisors

ATTACHMENT "1-A"

INITIAL COMBINED SENIORITY LIST

<u>Name</u>	<u>Hire/Seniority Date</u>	<u>Class</u>
Solum, Diane	18-Oct-71	Full
State, Pamela	22-Aug-76	Full
Mullenbach, Diane	6-Sep-77	Full
Fick, Karen	1-Aug-87	Full
Ricke, Pamela	25-Sep-87	Full
Flores, Susan	30-May-89	Full
Mehman, Peggy	8-Aug-89	Full
Lindahl, Mary	6-Jun-90	Full
Reindl, Anna	7-Jun-90	Full
Paulsen, Jessica	16-Feb-00	Full
Lura, Kristin	14-Aug-00	Full
Olson, Naomi	25-Mar-02	Full
Root, Heather	9-Sep-02	Full
Fleshner, Lori	14-Jul-03	Full
Johannesen, Robert	20-Sep-05	Full
Bartusek, Lara	13-Nov-03	Part
Police Department		
Sheriff's Department		

ATTACHMENT "1-B"
WAGE SCHEDULE

	Hourly 7/1/04	Hourly 7/1/05	Hourly 1/1/06	Hourly 7/1/06	Hourly 1/1/07	Hourly 7/1/07	Hourly 1/1/08	Hourly 7/1/08	Hourly 1/1/09	Hourly 7/1/09	Hourly 1/1/10
		1.00%	1.00%	1.50%	1.50%	1.50%	2.00%	1.75%	1.75%	1.75%	2.00%
II. JAIL PERSONNEL											
A. Jail/Dispatcher Classification											
Starting Salary	\$12.45	\$12.57	\$12.70	\$12.89	\$13.08	\$13.28	\$13.55	\$13.79	\$14.03	\$14.28	\$14.57
Step 1 (after 6 months)	\$12.81	\$12.94	\$13.07	\$13.27	\$13.47	\$13.67	\$13.94	\$14.18	\$14.43	\$14.68	\$14.97
Step 2 (after 12 months)	\$13.21	\$13.34	\$13.47	\$13.67	\$13.88	\$14.09	\$14.37	\$14.62	\$14.88	\$15.14	\$15.44
Step 3 (after 24 months)	\$13.60	\$13.74	\$13.88	\$14.09	\$14.30	\$14.51	\$14.80	\$15.06	\$15.32	\$15.59	\$15.90
Step 4 (after 36 months)	\$13.98	\$14.12	\$14.26	\$14.47	\$14.69	\$14.91	\$15.21	\$15.48	\$15.75	\$16.03	\$16.35
Step 5 (after 60 months)	\$14.55	\$14.70	\$14.85	\$15.07	\$15.30	\$15.53	\$15.84	\$16.12	\$16.40	\$16.69	\$17.02
Step 6 (after 120 months)	\$14.93	\$15.08	\$15.23	\$15.46	\$15.69	\$15.93	\$16.25	\$16.53	\$16.82	\$17.11	\$17.45
Step 7 (after 180 months)	\$15.21	\$15.36	\$15.51	\$15.74	\$15.98	\$16.22	\$16.54	\$16.83	\$17.12	\$17.42	\$17.77
Step 8 (after 240 months)	\$15.50	\$15.66	\$15.82	\$16.06	\$16.30	\$16.54	\$16.87	\$17.17	\$17.47	\$17.78	\$18.14

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Attachment "1-C"
Wage Scale for Police Department Employees Joining the Sheriff's Department

Employee Name	Rate on 3/1/06	Hourly 7/1/06 1.00%	Hourly 7/1/07 1.50%	Hourly 7/1/08 1.75%	Hourly 7/1/09 1.75%
Solum, Diane	\$17.48	\$17.65	\$17.91	\$18.22	\$18.54
State, Pamela	\$17.48	\$17.65	\$17.91	\$18.22	\$18.54
Mullenbach, Diane	\$17.48	\$17.65	\$17.91	\$18.22	\$18.54
Flores, Susan	\$16.57	\$16.74	\$16.99	\$17.29	Regular contract rate beginning 5/30/09 (\$17.47)
Mehman, Peggy	\$16.57	\$16.74	\$16.99	\$17.29	Regular contract rate beginning 8/8/09 (\$17.78)
Lindahl, Mary	\$16.57	\$16.74	\$16.99	\$17.29	Regular contract rate beginning 1/1/10 (\$17.77)
Reindahl, Anna	\$16.57	\$16.74	\$16.99	\$17.29	Regular contract rate beginning 1/1/10 (\$17.77)
Paulsen, Jessica	\$15.48	\$15.63	\$15.86	\$16.14	Regular contract rate beginning 1/1/09 (\$16.40)
Lura, Kristin	\$15.34	\$15.49	\$15.72	Regular contract rate beginning 1/1/08 (\$15.84)	
Bartusek, Lara	\$14.45	\$14.59	Regular contract rate beginning 1/1/07 (\$14.69)		

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Attachment "1-D"
CERRO GORDO COUNTY, IOWA
POSITION DESCRIPTION

Position Title: Correctional Officer

Department: Sheriff

Immediate Supervisor: Chief Deputy

Shift: Assigned shift could be 7:55 a.m. to 4:00 p.m., 3:55 p.m. to 12:00 p.m., or 11:55 p.m. to 8:00 a.m. with rotation of 6 days on and 3 days off

Location: Cerro Gordo County

FLSA: Non-exempt/Union Position

Salary Range: \$12.57/hr.

Approved by: Sheriff

Date: July 1, 2005

Summary:

The Correctional Officer is responsible to receive complaints and requests for emergency services from citizens by telephone. They dispatch appropriate agencies when and where necessary; provide emergency medical instructions and dispatch pre-arrival instructions to callers when necessary. Duties include, but are not limited to, receive calls, relay instructions, record calls, coordinate emergency requests, transmit and receive messages between department and other law enforcement agencies, monitor silent alarm systems and computer skills.

Essential Duties and Responsibilities:

Dispatch Duties:

Receives phone complaints from public concerning crimes and police emergencies.

Broadcasts orders to police radio patrol units in vicinity to investigate complaint and relays instructions or questions from patrol units.

Records calls broadcasted and complaints received.

Coordinates police, fire, ambulance, and other emergency requests relaying instructions to units concerned.

Transmits and receives messages between divisions of own agency and other law enforcement agencies.

Monitors silent alarm systems to detect illegal entry into business establishments.

Writes and completes daily activity reports.

Enters warrants and protective orders into computers.

Operates computer terminals and compiles data to produce technical reports for record keeping, type reports, tapes, and other documents.

Prepares master case files and catalogs name file cards.

Insures cleanliness of communications center.

Jail Duties:

Communicates with court officials to insure availability of inmates for trials or hearings.

Escorts inmates to courts, hospitals, and other correctional institutions.

Schedules visits of medical personnel to treat inmates.

Conducts searches of inmates in all areas of jail facility for contraband.

Insures cleanliness of jail facility.

Assists trustees for special work assignments.

Accepts and receives bail payments.

Issues receipt and arrange for release of inmates.

Prepares reports concerning inmate population and jail functions and submits reports to Lieutenant.

Prepares requisitions for commissary, clothing, and housekeeping supplies for jail population.

Photographs, fingerprints, and measures height and weight of arrested suspects noting physical characteristics and posts data on record for filing.

May fingerprint applicants for employment or federal clearance and forward prints to other law enforcement agencies.

May testify in court.

Enters in jail computer all information concerning inmates.

Open and close all inmate trust accounts when necessary.

Supervisory Responsibilities:

None

Qualification Requirements:

To perform this job successfully, an individual must be able to satisfactorily perform each essential duty. The requirements listed as follows are representative of the knowledge, skill, and ability required.

Ability to contribute to a positive work environment.

Ability to render independent and appropriate judgment and decisions.

Ability to represent Cerro Gordo County in a professional manner.

Ability to interact and deal effectively with inmates, staff, associates, professionals, and the general public.

The requirements and duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

Education and Experience:

High school diploma or general education degree (GED).

Typing and computer skills required.

Language Skills:

Ability to read and comprehend simple instructions, short correspondence and memos.

Ability to write simple correspondence.

Ability to communicate effectively in one-on-one and small group situations to inmates, other employees of the department and others outside of the department.

Mathematical Skills:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

Ability to compute rate, ratio, and percent, and to draw and interpret bar graphs.

Reasoning Ability:

Ability to apply common sense understanding to carry out instructions in written, oral, or diagram form.

Ability to deal with problems involving several concrete variables in standardized situations.

Certificates, Licenses, Registrations:

None

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to walk, stand or sit; use hands to finger, handle or feel objects, tools or controls; stoop, kneel, crouch or crawl; talk or hear; and taste or smell.

While performing the duties of this job, the employee must occasionally lift and/or move up to 100 pounds. Occasionally, it may be necessary to physically restrain an adult inmate.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee may be exposed to physical harm caused by an inmate.

The noise level in the work environment is usually moderate.

Comments:

Must have a valid Iowa Driver's License and be insurable for driving under county insurance company policies.

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Applicant will be subject to psychological screening.

Applicant will be subject to Criminal Background Check.

Applicant will be subject to post offer, pre-employment drug and physical testing.

Cerro Gordo County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the employer.

ATTACHMENT "2"List of E911 Equipment to be transferred from the Mason City Police Department to the Cerro Gordo County Sheriff's Department (Positron/Qwest)

<u>Item</u>	<u>Quantity</u>
IAP ENGRAVED COLOR LENS	120
LINE LAMP CONCENTRATOR	2
CONTROL MOD W/4W JK-PANEL	2
SERIAL MODULE-PANEL MOUNT	2
NIM 2 INTERFACES	4
EL DIS PNL/MT W 30BTN LM	2

Existing Mason City Police Department Communications Equipment to be Moved to the Cerro Gordo County Sheriff's Department

- 1- Rack with 3 card cages, UPS backup
- 2- Op positions with LCD touch screens ,UPS backup

CEB Boards

- 12- BIMs
- 4- Dual Rx
- 2- 6- Aux I/O

Radios

- 1- UHF MTR
- 1- VHF MTR
- 5- VHF SM50 Rx's
- 1- VHF 1225 + tone remote adapter (LEA)
- 7- 800 GTX with PS's and remote adapters
- 1- VHF MSR 2000 (MC FIRE)
- 1- VHF Micor (Old MC Public Works) **not used anymore**

- 2- Zetron call check
- 2- Zetron radio check

- 1 - 12 channel Command Plus

ATTACHMENT "3"
TRANSFERRED DUTIES

1. Answer administrative line from the Auto Mate, callers needing police services.
 - A. Dispatch out appropriate response units.
 - B. Refer the caller to somewhere else.
 - C. Transfer the caller to another extension or cell phone.
 - D. Give information when appropriate.
 - E. Take information when appropriate.
2. Answer all hardwire and wireless E9-1-1 lines.
 - A. Dispatch out appropriate emergency response units (police, fire, EMS)
 - B. Maintain 9-1-1 printouts
3. Computer Data Entry into current Records Management System
 - A. Case Investigation Reports
 - B. Arrest Reports (Booking Sheets)
4. Maintain
 - A. Current Vacation House Records
 - B. Special Bulletin
 - C. Chalked tire log
6. Take over and maintain NWSAS phone, make appropriate notifications.
 - A. Activate MC Outdoor Warning system when appropriate.
7. Receive State/NCIC teletype for PMC1 and make entries.
 - A. Enter all Stolen Vehicles (Maintain SIN/NIC Assigned cases)
 - B. Enter all Missing Persons (Maintain SIN/NIC Assigned cases)
 - C. Enter all stolen guns (Maintain SIN/NIC Assigned cases)
 - D. Query Criminal History's when requested.
 - E. Query for wanted persons/property/stolen vehicles when requested
 - F. Query Driver's License Records/Motor Vehicle registrations when requested
 - G. Enter Towed Vehicles
 - H. Review/respond to/forward Administrative Messages
8. Phone & Page Police/Fire/City employees as needed (Maintain Current Roster).
9. Receive intercom voice from public call box located at the Police Department.
10. Monitor security cameras located at the Police Department.
11. Maintain computer business information, transfer new info to the P.D.
12. Receive recorded messages of Fire/Burglary/High Water Alarms, dispatch out appropriate response vehicles and make necessary notification.

ATTACHMENT "3"

TRANSFERRED DUTIES

1. Answer administrative line from the Auto Mate, callers needing police services.
 - A. Dispatch out appropriate response units.
 - B. Refer the caller to somewhere else.
 - C. Transfer the caller to another extension or cell phone.
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2. Answer all hardwire and wireless E9-1-1 lines.
 - A. Dispatch out appropriate emergency response units (police, fire, EMS)
 - B. Maintain 9-1-1 printouts
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 - A. Case Investigation Reports
 - B. Arrest Reports (Booking Sheets)
4. Maintain
 - A. Current Vacation House Records
 - B. Special Bulletin
 - C. Chalked tire log
6. Take over and maintain NWAS phone, make appropriate notifications.
 - A. Activate MC Outdoor Warning system when appropriate.
7. Receive State/NCIC teletype for PMC1 and make entries.
 - A. Enter all Stolen Vehicles (Maintain SIN/NIC Assigned cases)
 - B. Enter all Missing Persons (Maintain SIN/NIC Assigned cases)
 - C. Enter all stolen guns (Maintain SIN/NIC Assigned cases)
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12. Receive recorded messages of Fire/Burglary/High Water Alarms, dispatch out appropriate response vehicles and make necessary notification.

Addendum B



Clear Lake Police Department

Interoffice Memorandum

To: Honorable Mayor Ebeling and City Administrator Diers.
From: Chief Michael Colby
Date: 6/9/2026
Re: Emergency Communications Consolidation Summary

At the request of Mr. Diers I have summarized talking points for consideration in preparation for the county E911 board's consolidation study occurring.

The City of Clear Lake Public Safety Answering Point (PSAP) center is staffed by seven full-time staff and one part-time dispatcher. It is supervised by a full-time communications and civilian support supervisor. The supervisor also oversees the department's records division which is staffed by a full-time (34 hours a week) records clerk. All fall under the leadership of the Clear Lake Police Chief. The PSAP provides emergency police communications for the communities of Clear Lake and Ventura Iowa with an estimated population of 8,350. Our PSAP also provides emergency communications for the Clear Lake and Ventura Fire Departments. These departments provide fire and rescue services for not only both cities but also all residences within the county along the southern shores of Clear Lake and the entirety of Clear Lake.

Additionally, having a PSAP locally based and run by the City of Clear Lake, allows our PSAP center to provide additional services to the community which are not offered by the Cerro Gordo County PSAP center. It would be difficult to maintain this under a consolidated center. While giving priority to Clear Lake specific issues. A synopsis of factors to consider are below:

Monitor city security cameras at Band Shell, Freedom Rock, City Hall, PD Annex Garage, Public Works, City Sea Wall, Band Shell Restroom Access, access to tower camera providing real time information to responders on the lake and downtown area, and possible future security systems in Buddy Holly public spaces.

Dispatchers provide records processing and collect payment for the over 800 golf cart and UTV permits that are issued each year by the city by being available 24/7 at the PD for community members. They also process hunting permits,

PSAP employees also fulfill several operational roles within the police department including crime scene technician, property custodian, certified peer support, and certified tactical dispatcher assigned to the Special Operations Group (SOG). These roles and responsibilities are not offered to county dispatchers. Consolidation would create a vacuum for the City of Clear Lake PD for these roles and within the SOG team.

Differences in culture exist within centers which we believe has led to four of the seven full-time dispatchers having left the Cerro Gordo County PSAP center to work for the City of Clear Lake, with none having left employment with the City of Clear Lake to work for county PSAP center. Clear Lake PD has taken the stance of educating and training dispatchers to have a skill set and freedom to make complex decisions and think out of the box as problem solvers, instead of a rigid work environment. A desire by command staff is to let dispatchers fulfill unconventional roles within the department. We have found this leads to the creation of our enjoyable and dynamic work experience, leading to fulfilling careers with the city.

Differences in policies and expectations exist between each PSAP. This leads to an appearance that Clear Lake has a more defined and higher set of standards for our team members which leads to a higher level of service within the PSAP center. Examples of this are mandated use of Emergency Dispatching Protocols on all medicals, better conformance to national standards and practices. Clear Lake has strived to be a modern well-trained center, continually looking outside the box on how to improve services.

Clear Lake's training program differs from Cerro Gordo County. We encourage dispatchers to attend training on a regular basis that not only focusses on emergency communications skill sets, but also the well-being of the employee, problem solving, and cross-training in applicable law enforcement, fire and EMS services. Dispatchers participate in annual scenario trainings with Clear Lake Police officers.

Collaboration regresses with partner agencies that dispatchers are often the first point of contact for. This includes the water department, public works department, emergency management, and DNR. Collaboration with these departments is very high during major storms, disasters, and special events.

Loss of local control will impact the 24/7 availability to police personnel within the building to visitors and residence and create a lack in the ability for local leaders and police administration to evaluate, train, and set standards for our emergency services within our community, with little to no voice on PSAP services offered.

Loss of redundancy occurs incase of a man made or natural disaster or outage of one PSAP center within the county.

Moving forward only decisions should be made to maintain our current level of service and our ability to continually evaluate the needs of our community. This ability is vital in keeping a progressively high level of service offered to each individual living in and visiting Clear Lake utilizing our PSAP.

Alternatives may exist that could be financially beneficial to residents within the county and allow the continued growth in services offered to Clear Lake residents. They are:

1. Clear Lake takes operational control of PSAP services in the county
 - a. A building relocation or upgrade would be needed
 - b. Payment for services would come from Cerro Gordo and Mason City
 - i. Mason City pays around \$800,000 a year to the county currently
2. Consolidate under a 28E run by an Emergency Communications Chief
 - a. A building relocation or upgrade would be needed
 - b. A board would be established with equal voting powers from participating agencies
 - c. Policies, training, and practices would need to rise to current Clear Lake standards
 - d. I can offer a more detailed outlook on this model if information is needed

Employee input has been sought and is generally summarized as there is not a positive outlook on consolidating the PSAP centers within the county. Submitted feedback is summarized below.

Employee Submitted Pros:

- Increases minimum staff work providing service to Clear Lake 24/7
- Potential long-term operational savings
- Standardized policies and procedures county wide
- Possible increase in opportunities for staff (shift leads, training coordinator, etc)
- Using CLPD policies, a county wide alignment occurs with statewide interoperability goals
- Quicker communication between departments within a consolidated PSAP
- Possible increase in cooperation between field units
- Proposed past legislation could increase E911 funding for consolidated centers

Employee Submitted Cons:

- Staff morale
- Complexity of merging organizations for staff (seniority, current shifts worked, etc)
- Upfront consolidation costs
 - remodel
- Difficulty in merging policies, procedures, and training
- Creating positive culture is difficult
- Public perception of centralization and loss of local service
- Possible loss of local and institutional knowledge
- Governance of PSAP conflicts
- Loss of control on service level
- Loss of control on training levels
- CLPD would have to hire front office staff

- Loss of evidence technicians
- Loss of crime scene technicians
- Loss of peer support staff
- Loss of processing of permits within the City of Clear Lake
- Loss of employees who came to Clear Lake due to our culture
- We lose employee participation and knowledge of all Clear Lake special events
- Payment to another agency for services with a lower level of influence on cost by council

Employee Submitted Miscellaneous Item:

- Probable establishment of new union for the center
- See employee submitted surveys attached



Paul D. Pate
Secretary of State
State of Iowa

Addendum C
28E
Agreement

FOR OFFICE USE ONLY

FILED

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1/16/2018 2:05:52 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	City of Marshalltown	City	Marshall
Party 2	Marshall County	County	Marshall
Party 3	Marshall County Emergency Management Commission	County	Marshall
Party 4	Marshall County E-911 Joint Service Board	County	Marshall
Party 5			

*Enter "Other" if
not in Iowa

Item 2. The type of Public Service included in this agreement is: 130 Emergency Management
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: (please be specific)
Create the Marshall County Communications Commission

Item 4. The duration of this agreement is: (check one) ☐ Agreement Expires _____ ☒ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? (check one)

☒ NO

☐ YES Filing # of the agreement: _____

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: (optional)

LAST Name Elder

FIRST Name Kim

Title Emergency Management Coordinator

Department Emergency Management Coordinator

Email kelder@marshallcountytia.gov

Phone 6417546385

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, THE MARSHALL COUNTY EMERGENCY MANAGEMENT COMMISSION AND THE 911 JOINT SERVICES BOARD FOR JOINT EMERGENCY COMMUNICATIONS SERVICES FOR MARSHALL COUNTY

2017-316
WHEREAS, the City of Marshalltown, Marshall County, the Marshall County Emergency Management Commission, and the Marshall County 911 Joint Service Board have set forth the terms and conditions for the Joint Emergency Communications Services for Marshall County, and

WHEREAS, the City of Marshalltown, Marshall County, the Marshall County Emergency Management Commission, and Marshall County 911 Joint Service Board now desire to further outline the details and responsibilities for those improvements.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Marshalltown that the 28E Agreement between the parties above is hereby approved and adopted, effective this date.

Passed and approved this 13 day of November, 2017.

CITY OF MARSHALLTOWN, IOWA



James L. Lowrance
James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour
Shari L. Coughenour, CMC, City Clerk

Marshall County Communications Commission 28E Agreement

Approved by the City of Marshalltown on November 13, 2017

**Approved by the Marshall County Emergency Management
Commission on December 27, 2017**

Approved by Marshall County on January 9, 2018

Approved by the 911 Board on January 15, 2018

**MARSHALL COUNTY COMMUNICATIONS COMMISSION
28E AGREEMENT**

This Agreement is entered into by and among the City of Marshalltown, Iowa; Marshall County, Iowa; the Marshall County E-911 Joint Service Board; and the Marshall County Emergency Management Commission in Marshall County, Iowa (collectively, the "parties"). This agreement replaces all existing 28E Agreements concerning joint E-911 services in and for Marshall County, including but not limited to the agreement filed with the Secretary of State on August 31, 2010 at 11:05 AM. All such prior 28E agreements are hereby rescinded.

1. **PURPOSE AND SCOPE:** The purpose of this agreement is to establish a commission in Marshall County to fund the personnel requirements and govern, in conjunction with the Marshall County Joint Service Board, the operation of joint emergency response communications services and facilities for law enforcement, fire, rescue, and emergency medical services in Marshall County, Iowa pursuant to Chapter 28E of the Iowa Code (most recent version), as amended.
2. **CREATION AND DURATION:** The duration of this Agreement shall be perpetual, unless terminated in the manner provided below. The Commission shall come into existence effective on the date this Agreement is signed by all parties and filed with the Secretary of State. The parties agree the existing work rules, management structure, and chain of command previously established by the City of Marshalltown, as well as the basic pay levels and benefits set forth in the employees' collective bargaining agreement, shall be preserved unless and until the new Communications Commission is fully organized and prepared to review and make whatever changes it deems appropriate. Further, Marshall County and the City of Marshalltown agree to continue their existing funding levels until such time as the first infusion of funds is received from the County-wide levy.
3. **ENTITY CREATED / EXISTING 28E AGREEMENT ABOLISHED:** There is hereby created a separate legal entity to be known as the "Marshall County Communications Commission" ("the Commission") which shall be governed by the Marshall County Communications Commission Board of Directors ("Board of Directors"). The Commission is composed of, and shall be represented by, the parties to this agreement on its Board of Directors. All existing arrangements created by any prior 28E agreements for the purpose of governing joint E-911 services in and for Marshall County, including but not limited to the agreement filed with the Secretary of State on August 31, 2010 at 11:05 AM, are hereby dissolved by agreement of the signatories to this agreement, and are replaced by the Commission and its Board of Directors.
4. **GOVERNANCE:** The Commission's Board of Directors shall be responsible for governance of the Commission and of the Communications Center.

5. COOPERATION FROM MARSHALL COUNTY E-911 JOINT SERVICE BOARD: The Marshall County E-911 Joint Service Board hereby agrees to take all actions necessary and proper to ensure the efficient transmission of E-911 funds to support the operations of the Communications Center, and to coordinate the preparation of its budget with that of the Commission.
6. COMMISSION'S BOARD OF DIRECTORS:
- a. The Commission's Board of Directors shall be comprised of 17 voting Directors comprised of the Mayors of each incorporated City in Marshall County, as well as a representative of Marion Township, the chairperson of the Board of Supervisors of Marshall County, the Emergency Management Coordinator, and the Sheriff of Marshall County.
 - b. Each voting Director shall be an elected official and shall not be a member of the Technical Oversight Board (TOB), with exception of the Emergency Management Coordinator.
 - c. Each voting Director shall have one vote.
 - d. Unless otherwise provided herein, passage of any measure will require a quorum of the voting Directors.
 - e. There shall be no term limits.
 - f. The Directors shall not be individually liable for the debts of the Commission.
 - g. The Commission shall defend the Directors and shall save harmless and indemnify them against any claim arising out of an alleged act or omission occurring within the scope of their duties.
 - h. A Director may appoint a proxy to represent the Director at a Commission meeting, who shall have the same authority as the regular Director. The proxy may be an elected official, an executive level employee, but not a member of the TOB, and provided that only elected proxies may be selected to attend any meeting where a vote on any budget-related issue is on the agenda.
 - i. The Commission shall be a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare.
 - j. The Board of Directors of the Commission shall have ultimate control of the Commission and all of its property and personnel. The Board's powers and duties shall consist of at least, but shall not limited to:
 - 1. To sue and be sued.
 - 2. To acquire, hold, use and dispose of personal property for the purposes of the Commission.
 - 3. To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of the Commission, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of this Commission.

4. To equip, furnish, operate and maintain a building for joint communications services and ancillary services consistent with the purpose of this Agreement.
5. To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
6. To do and perform any acts and things authorized by Chapters 28E and 28F of the Iowa Code (most recent version), as amended, by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or entity.
7. To hire, fire, or discipline the Communications Manager and fix said person's compensation and benefits.
8. Approve personnel rules and regulations promulgated by the Communications Manager and/or TOB.
9. To accept grants, and to enter into contracts, leases, or other transactions with municipal, county, state or federal governmental entities.
10. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Commission.
11. To contract with and compensate consultants for professional services including but not limited to engineers, planners, lawyers, accountants, and all others found necessary or useful and convenient to the stated purposes of the Commission.
12. To provide, consistent with Chapters 24, 28E, and 29C of the Iowa Code (most recent version), as amended, for a system of budgeting, accounting, auditing and reporting of all Commission funds and transactions.
13. To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Commission.
14. To annually review and approve the Communications Budget;
15. Review, edit and approve the performance review of the Communications Manager authored by the TOB;
16. Setting of broad policy for the Communications Center, based on advice received from the TOB;
17. Review and approve all operating and procedures and personnel manuals promulgated by the Communications Manager and/or recommended by the TOB;
18. Make liaison with the Marshall County E-911 Joint Service Board to ensure appropriate coordination of E911 surcharge funding from that entity for hardware and other needed items.
19. Ensure all budgetary duties as specified in paragraph 12 are completed in a timely manner.
20. Meeting at least quarterly, and more frequently if the Chair deems necessary, to carry out the necessary functions of the Board.

- k. The Board of Directors shall elect a Chair and Vice Chair annually and appoint a Secretary for the Commission. (The secretary need not be part of the Commission Board of Directors and may be the same as the Secretary of the TOB.)

7. TECHNICAL OVERSIGHT BOARD:

- a. The Technical Oversight Board (TOB) is a division of the Commission separate from the Board of Directors. The TOB 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 Commission's Board of Directors.
- b. The TOB shall consist of the Chief of Police of the City of Marshalltown; the Fire Chief of the City of Marshalltown; the Chief of Police of the City of Melbourne; the Chief of Police of the City of State Center; the Chief Deputy of the Marshall County Sheriff's Office, a representative from Unity Point- Marshalltown, a representative from the Marshall County Fire Association, and the Chairperson or other representative of the Marshall County EMS Association.
- c. Passage of any measures will require a quorum of the TOB.
- d. Each member of the TOB shall have one vote with a simple majority of those present being needed to pass any motion.
- e. Members of the TOB may appoint a proxy representative to attend and vote in their place. The proxy may be an elected official, an executive level employee of the Department of which the member is the Chief or Sheriff, but not a member of the Board of Directors.
- f. The TOB shall have the following duties:
 - 1. Advising the Commission's Board of Directors of as to the policy priorities of the Communications Center;
 - 2. Advising the Communications Manager on the selection, supervision, discipline and termination of personnel, upon request of the Communications Manager, or as the situation so requires;
 - 3. Making disciplinary recommendations to the Board of Directors regarding the Communications Manager;
 - 4. Preparing an annual performance review of the Communications Manager;
 - 5. Advising the Communications Manager 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;
 - 6. Reviewing and advising the Communications Manager on written personnel policies;
 - 7. Oversight, when necessary due to absence of qualified Communications Center personnel (i.e. the Communications Manager or designee), and with the

assistance of TOB, of all other matters necessary for operation of the Communications Center; and

8. Meeting at least quarterly, and more frequently if the Chair deems necessary, to carry out the necessary functions of the TOB.
 - g. The TOB shall select a Chair and Vice Chair for the Oversight Board annually and appoint a secretary for the TOB. (The secretary need not be part of the TOB, and may be the same as the Secretary of the Board of Directors.)
 - h. The Commission shall defend the TOB and shall save harmless and indemnify the TOB against any claim arising out of an alleged act or omission occurring within the scope of their duties.
8. COMMUNICATIONS CENTER: The Communications Center shall be operated at the Marshalltown Police and Fire Facility, to be located at 909 South Second Street, Marshalltown.
9. COMMUNICATIONS MANAGER:
- a. The Commission's Board of Directors shall hire the Communications Manager, with advice from the TOB.
 - b. The Communications Manager shall manage all operations of Communications Center on a day-to-day basis;
 - c. The Communications Manager shall manage the staff of the Communications Center, and shall have authority over all personnel matters, including but not limited to: assisting with discussions with the bargaining unit, promulgation of work rules, training, promotions, hiring, discipline and discharge.
 - d. The handling of all disciplinary actions by the Communications Manager shall follow any applicable requirements of any applicable collective bargaining agreement.
 - e. The Communications Manager shall develop: 1) standard operating procedures for the communications center, in coordination with the TOB and 2) a personnel manual for the Communications Center. Those documents will be promulgated in writing to the TOB 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.
 - f. Prepare annual budget recommendations for the Board of Directors and submit the same in a timely fashion;
 - g. Conduct all actions contained within a job description promulgated by the TOB and approved by the Board of Directors, and take such other actions as may be directed by the Board of Directors from time to time.
 - h. The Commission shall defend the Manager and shall save harmless and indemnify the Manager against any claim arising out of an alleged act or omission occurring within the scope of his/her duties.

10. STAFF:

- a. Communications Manager may employ such employees as deemed necessary to carry out the purpose of this Agreement, provided all such hires must conform to the budgetary constraints set by the Board of Directors.
- b. Communications Manager and all Communications Center employees shall comply with the political activity prohibitions set forth in Section 29C.16 of the Iowa Code (most recent version).
- c. The Communications Manager, with the advice of the TOB, and the ultimate approval of the Board of Directors, shall determine the personnel policies of the Commission to include holidays, rate of pay, sick leave, vacation, and health benefits.
- d. The Communications Manager, with the advice of the TOB, and the ultimate approve of the Board of Directors, may adopt, and promulgate as its own, the existing personnel policies of any party to this Agreement in lieu of writing its own policies.

11. FINANCING:

- a. The Commission shall be financed through a county-wide supplemental levy (hereinafter "the Emergency 911 Commission Levy") as authorized by sections 29C.9(6) and 331.424(9) of the Iowa Code (most recent version), as amended.
- b. If the General Assembly amends the Iowa Code such that the Commission cannot be financed, in whole or in part, by the supplemental levy, the parties shall examine alternative financing options and amend this Agreement to provide for a new manner of financing the Commission.
- c. The Commission is mindful of the use of tax dollars for funding county-wide emergency communications and pledges to use the tax levy responsibly in the provision of funding primarily for operations and maintenance and for capital projects as may be necessary.

12. PAYROLL AND BENEFITS SUPPORT: Administrative services for payroll and benefits for the Marshall County Communications Commission shall be handled by City of Marshalltown. Reimbursements from the Marshall County Communications Commission to the City of Marshalltown shall occur monthly.

13. BUDGET:

- a. The Commission's Board of Directors shall develop and adopt a proposed budget of all expenses for its ensuing fiscal year (July 1 through June 30) in accordance with the provisions of Chapter 24 and section 29C.17 of the Iowa Code (most recent version).
- b. The Commission's Board of Directors shall submit the proposed budget to the Marshall County Emergency Management Commission no later than January 1 of each calendar year with the budget meeting to be held in October or November each year in conjunction with the Marshall County Emergency Management Commission.

- c. The budgeted funds shall be transferred from the Marshall County Emergency Management Commission to the Communications Commission semi annually.
 - d. The Commission shall be the fiscal authority for the funding from the special levy (Emergency 911 Commission Levy), and the Marshall County Auditor shall be the certifying official for the special levy.
 - e. Fiscal agent for the Commission shall be Marshall County.
- 14. INVESTMENT OF FUNDS: The Commission shall, when investing funds, comply with the provisions of sections 12B.10 through 12B.10C of the Iowa Code (most recent version) and other applicable law.
- 15. EMERGENCY MANAGEMENT LEVY:
 - a. The Marshall County Emergency Management Commission shall submit to the Auditor of Marshall County and the State of Iowa a budget that includes the budget adopted by the Communications Commission.
 - b. Marshall County Emergency Management Commission agrees to certify the Emergency Management Levy necessary to fund the operations of the Communications Commission as determined by the budget adopted by the Communications Commission.
 - c. The Marshall County Emergency Management Commission shall transfer to the Communications Commission that portion of the Emergency 911 Commission Levy budgeted for Emergency Communications Services.
 - d. The Marshall County Emergency Management Commission acknowledges that it retains no independent authority over the Emergency 911 Commission Levy funds delegated herein.
- 16. MEETINGS/RECORDS:
 - a. Communications Commission business shall be conducted in compliance with Chapters 21, 22, and 28E of the Iowa Code (most recent version), as amended.
 - b. The Commission shall meet once a year in October or November, and at such times as the Chair or Vice Chair shall call such meetings.
- 17. AMENDMENT: Terms of this Agreement may be amended only by a written agreement executed by a majority of the voting Directors.
- 18. WITHDRAWAL OF PARTIES:
 - a. Withdrawal of a party shall terminate this Agreement.
 - b. A party may withdraw after three (3) of the five (5) parties hold public hearings before their respective governing bodies with notice published as required by section 362.3 of the Iowa Code (most recent version) and vote to approve the withdrawal at two meetings held at least thirty days apart.

19. TERMINATION/DISSOLUTION:

- a. This Agreement shall be terminated, and the Communications Commission dissolved, if sixty (60) percent of the parties hold public hearings before their respective governing bodies with notice published as required by section 362.3 of the Iowa Code (most recent version), and vote to terminate at two meetings held at least thirty days apart.
- b. The effective date of the termination shall be 180 days following the second vote of the final party comprising sixty (60) percent of the parties to approve termination.
- c. Termination shall not relieve parties of any financial obligation incurred before the effective termination date under the terms of this Agreement.
- d. The Commission shall not be dissolved when there remains any indebtedness incurred by the Commission.

20. DISTRIBUTION OF PROPERTY: Upon termination of this Agreement and dissolution of the Commission, the parties agree to negotiate in good faith how the assets of the Communications Commission shall be distributed.

21. NOTICES: Notice is effective by ordinary mail addressed to:

- City Clerk, City of Albion PO Box 219, Albion, Iowa 50005
- City Clerk, City of Clemons PO Box 100, Clemons, Iowa 50051
- City Clerk, City of Ferguson PO Box 78, Ferguson, Iowa 50078
- City Clerk, City of Gilman 128 N Main Street, Gilman, Iowa 50106
- City Clerk, City of Haverhill 2804 Oaks Avenue, Haverhill, Iowa 50120
- City Clerk, City of Laurel PO Box 126 Laurel, Iowa 50141
- City Clerk, City of Le Grand PO Box 430, Le Grand, Iowa 50142
- City Clerk, City of Liscomb PO Box 60 Liscomb, Iowa 50148
- City Clerk, City of Marshalltown 24 N. Center Street Marshalltown, Iowa 50168
- City Clerk, City of Melbourne PO Box 37 Melbourne, Iowa 50162
- City Clerk, City of Rhodes PO Box 93, Rhodes, Iowa 50234
- City Clerk, City of St. Anthony PO Box 2121, St. Anthony, Iowa 50239
- City Clerk, City of State Center P.O. Box 668 State Center, Iowa 50168
- Marion Township Trustee, Wayne Hartwig, 1976 Vine Ave Marshalltown, Iowa 50158
- Administrative Assistant, Marshall County Board of Supervisors, 1 E. Main Street, Marshalltown, Iowa 50158
- Marshall County Sheriff, 2369 Jessup Avenue Floor 3 Marshalltown, Iowa 50158
- Emergency Management Coordinator, Marshall County Emergency Management Commission, 2369 Jessup Avenue Floor 3 Marshalltown, Iowa 50158

22. EXISTING FACILITIES: In carrying out the provisions of this Agreement and Chapter 29C of the Iowa Code (most recent version), as amended, the parties further agree to utilize, to the

maximum extent practicable, the services, equipment, supplies and facilities of existing departments, officers, and agencies of the state and of political subdivision at the respective levels of responsibility.

23. INTERPRETATION AND ENFORCEMENT: Interpretation and enforcement of the Agreement shall be in accordance with Chapter 28E of the Code of Iowa (most recent version), as amended, and statutes respecting the rights and responsibilities of political subdivisions.
24. REPORTS TO SECRETARY OF STATE: The Commission shall submit the initial report and biennial reports to the Secretary of State in accordance with section 28E.8 of the Iowa Code (most recent version), as amended.
25. SEVERABILITY: If a provision shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the Commissioners and TOB to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Commissioners and TOB.
26. ENTIRE AGREEMENT: This Agreement sets forth all of the covenants, promises, agreements, and conditions among the Commissioners and TOB concerning joint emergency response communications services, and there are no other covenants, promises, agreements or conditions, either oral or written, among them.

CITY OF MARSHALLTOWN

Dated this 15 day of November, 2017

11-13-17
2017-316

By: James L. Courance
Mayor

Attest: Shari L. Congleton
City Clerk



CITY OF MARSHALLTOWN ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
MARSHALL COUNTY)

On this 15 day of November, 2017, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared and, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of said municipal corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council; and that the said Mayor and City Clerk as such officers acknowledged that the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

MARSHALL COUNTY E-911 JOINT SERVICE BOARD

Dated this 15 day of January, 2018

By: Bill Patton
Chairperson

Marshall County E-911 Joint Service Board

MARSHALL COUNTY E-911 JOINT SERVICE BOARD ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
MARSHALL COUNTY)

This instrument was acknowledged before me on 15th of January, 2018
by Bill Patton as Chairperson of the Marshall
County E-911 Joint Service Board.

[Signature]
Notary Public in and for the State of Iowa

My commission expires: 09-21-2018



MARSHALL COUNTY EMERGENCY MANAGEMENT COMMISSION

Dated this 15 day of January, 2018

By: Bill Patten
Chairperson

MARSHALL COUNTY EMERGENCY MANAGEMENT COMMISSION ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
MARSHALL COUNTY)

This instrument was acknowledged before me on 15th of January, 2018
by Bill Patten as Chairperson of the Marshall
County Emergency Management Commission.

[Signature]
Notary Public in and for the State of Iowa

My commission expires: 09-21-2018



MARSHALL COUNTY

Dated this 15 day of January, 2018

By: Bill Paton
Chairperson
Marshall County Board of Supervisors

Attest: Nan Benson
County Auditor/Designee

Approved: [Signature]

Marshall County Attorney

MARSHALL COUNTY ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
MARSHALL COUNTY)

On this 16th day of January, 2018, before me, _____
Lisa R. Gassman, a Notary Public in and for the State of Iowa, personally appeared
, Board Chairperson and Nan Benson, Auditor/Designee, to me
personally known, and, who, being by me duly sworn, did say that they are the Board Chairperson and
Auditor/Designee, respectively, of Marshall, Iowa; that the seal affixed to the foregoing instrument is the
corporate seal of Marshall County, and that the instrument was signed and sealed on behalf of Marshall
County, by authority of its Board of Supervisors, and that and Lisa R Gassman
acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act
and deed Marshall County, by it voluntarily executed.



Lisa R Gassman
Notary Public in and for the State of Iowa

My commission expires: 1-24-2020

Addendum D

Call for Service Statistics

Fire Related Incidents	2023	2024	2025
Marshalltown Fire Department	3467	3503	3615
Albion Volunteer Fire Department	70	68	76
Clemons Volunteer Fire Department	27	23	19
Ferguson Volunteer Fire Department	10	5	8
Gilman Volunteer Fire Department	52	65	80
Green Mountain Volunteer Fire Dept	62	84	67
Haverhill Volunteer Fire Department	60	56	58
Laurel Volunteer Fire Department	31	23	42
Legrand Volunteer Fire Department	82	59	76
Liscomb Volunteer Fire Department	51	46	60
Melbourne Fire Department	58	78	68
Rhodes Volunteer Fire Department	57	63	65
State Center Volunteer Fire Department	111	98	81
.... TOTAL	4,138	4,171	4,315

Medical Related Incidents	2023	2024	2025
Unity Point Hospital	4869	4752	4924
Albion First Responder	162	151	175
Gilman First Responder	167	126	194
Green Mountain First Responder	154	146	143
Legrand First Responder	188	167	176
Liscomb First Responder	164	151	170
Melbourne First Responder	159	161	193
Rhodes First Responder	155	150	190
State Center First Responder	166	212	255
.... TOTAL	6,184	6,016	6,420

Law Enforcement Related Incidents	2023	2024	2025
Marshalltown Police Department	30,576	31,579	28,243
Marshall County Sheriff's Office	26,570	26,831	23,587
Melbourne/Rhodes Department	MCSO	MCSO	MCSO
State Center Police Department	1,906	1,597	1,509
Outside County / Handled by Dispatch	1912	17,683	16,172
.... TOTAL	60,964	77,690	69,511

Addendum E

E911 Board Revenues and Expenditures	FY2022-2023	FY2023-2024	FY2024-2025
A. Beginning Balances	\$1,294,376.54	\$1,277,064	\$1,486,178
1. Operating Fund	\$50,092	\$50,358	\$50,358
1. Surcharge Fund	\$1,294,377	\$1,277,064	\$1,486,178
B. Revenues			
1. Wireline Surcharge	\$124,803	\$111,631	\$88,220
2. Wireless Surcharges	\$236,053	\$239,375	\$244,198
3. Miscellaneous	\$59,050	\$38,231	\$32,910
4. Other			\$35
5. Interest	\$547	\$642	\$731
6. Transfer In	\$250,000		
Total Revenue	\$670,453	\$389,879	\$366,095
C. Expenditures			
1. County PSAP	\$284,247	\$112,294	\$146,223
2. Clear Lake PSAP	\$153,246	\$68,591	\$88,244
3. Other	\$249,734		\$19,116
Total Expenditures	\$687,227	\$180,885	\$253,583
D. Ending Balances			
1. Operating Fund	\$50,358	\$50,358	\$50,358
1. Surcharge Fund	\$1,277,064	\$1,486,178	\$1,598,689

Addendum F

1

ENHANCED 911 EMERGENCY TELEPHONE SYSTEMS, §34A.2

CHAPTER 34A

ENHANCED 911 EMERGENCY TELEPHONE SYSTEMS

Referred to in [§16.161](#), [§423.3](#)

This chapter not enacted as a part of this title; transferred from chapter 477B in Code 1993

SUBCHAPTER I		34A.7B	Prepaid wireless E911 surcharge.
LOCAL OPTION E911 SERVICE SURCHARGE AND E911 SERVICE		34A.8	Local exchange service information — penalty.
34A.1	Purpose.	34A.9	Telecommunications devices for the speech and hearing-impaired.
34A.2	Definitions.	34A.10	E911 selective router.
34A.2A	Program manager — appointment — duties.	34A.11	Communications — single point-of-contact.
34A.3	Joint E911 service board — 911 service plan — implementation — waivers.	34A.12	through 34A.14 Reserved.
34A.4	Requirements of pay telephones and other telecommunications devices to allow 911 calls without depositing coins or other charge.	34A.15	E911 communications council established — duties.
34A.5	Private listing subscribers and 911 service.	34A.16	Request for call location.
34A.6	and 34A.6A Repealed by 2013 Acts, ch 120, §9.	34A.17	through 34A.19 Reserved.
34A.7	Funding — wire-line E911 service surcharge.		
34A.7A	Emergency communications service surcharge — fund established — distribution and permissible expenditures.		
		SUBCHAPTER II	
		E911 PROGRAM FINANCING	
		34A.20	E911 financing program — definitions — funding — bonds and notes.
		34A.21	Security — reserve funds — pledges — nonliability — irrevocable contracts.
		34A.22	Rules.

SUBCHAPTER I

LOCAL OPTION E911 SERVICE SURCHARGE AND E911 SERVICE

Referred to in [§34A.20](#)

34A.1 Purpose.

The general assembly finds that enhanced 911 emergency telephone communication systems and other emergency 911 notification devices further the public interest and protect the health, safety, and welfare of the people of Iowa. The purpose of [this chapter](#) is to enable the orderly development, installation, and operation of enhanced 911 emergency telephone communication systems and other emergency 911 notification devices statewide. These systems are to be operated under governmental management and control for the public benefit.

[88 Acts, ch 1177, §1](#)

[C89, §477B.1](#)

[C93, §34A.1](#)

[2004 Acts, ch 1175, §444](#)

34A.2 Definitions.

As used in [this chapter](#), unless the context otherwise requires:

1. “Access line” means an exchange access line that has the ability to access dial tone and reach a public safety answering point.

2. “Communications service” means a service capable of accessing, connecting with, or interfacing with a 911 system by dialing, initializing, or otherwise activating the system exclusively through the digits 911 by means of a local telephone device or wireless communications device.

3. “*Communications service provider*” means a service provider, public or private, that transports information electronically via landline, wireless, internet, cable, or satellite.

4. “*Competitive local exchange service provider*” means the same as defined in [section 476.96](#).

5. “*Director*” means the director of the department of homeland security and emergency management.

6. “*Emergency communications service surcharge*” means a charge established by the program manager in accordance with [section 34A.7A](#).

7. “*Enhanced 911*” or “*E911*” means a service that provides the user of a communications service with the ability to reach a public safety answering point by using the digits 911, and that has the following additional features:

a. Routes an incoming 911 call to the appropriate public safety answering point.

b. Automatically provides voice, displays the name, address or location, and telephone number of an incoming 911 call and public safety agency servicing the location.

8. “*Enhanced 911 service area*” means the geographic area to be serviced, or currently serviced under an enhanced 911 service plan, provided that an enhanced 911 service area must at minimum encompass one entire county. The enhanced 911 service area may encompass more than one county, and need not be restricted to county boundaries.

9. “*Enhanced 911 service plan*” means a plan that includes the following information:

a. A description of the enhanced 911 service area.

b. A list of all public and private safety agencies within the enhanced 911 service area.

c. The number of public safety answering points within the enhanced 911 service area.

d. Identification of the agency responsible for management and supervision of the enhanced 911 emergency communication system.

e. (1) A statement of estimated costs to be incurred by the joint E911 service board or the department of public safety, including separate estimates of the following:

(a) Nonrecurring costs, including but not limited to public safety answering points, network equipment, software, database, addressing, training, and other capital expenditures, including the purchase or lease of subscriber names, addresses, and telephone information from the local exchange service provider.

(b) Recurring costs, including but not limited to network access fees and other telephone charges, software, equipment, and database management, and maintenance, including the purchase or lease of subscriber names, addresses, and telephone information from the local exchange service provider. Recurring costs shall not include personnel costs for a public safety answering point.

(2) Funds deposited in an E911 service fund are appropriated and shall be used for the payment of costs that are limited to nonrecurring and recurring costs directly attributable to the receipt and disposition of the 911 call. Costs do not include expenditures for any other purpose, and specifically exclude costs attributable to other emergency services or expenditures for buildings or personnel, except for the costs of personnel for database management and personnel directly associated with addressing.

f. Current equipment operated by affected local exchange service providers, and central office equipment and technology upgrades necessary for the provider to implement enhanced 911 service within the enhanced 911 service area.

g. A schedule for implementation of the plan throughout the E911 service area. The schedule may provide for phased implementation.

h. The number of telephone access lines capable of access to 911 in the enhanced 911 service area.

i. The total property valuation in the enhanced 911 service area.

j. A plan to migrate to an internet protocol-enabled next generation network.

10. “*Local exchange carrier*” means the same as defined in [section 476.96](#).

11. “*Local exchange service provider*” means a vendor engaged in providing telecommunications service between points within an exchange and includes but is not limited to a competitive local exchange service provider and a local exchange carrier.

12. “*Prepaid wireless telecommunications service*” means a wireless communications service that provides the right to utilize mobile wireless service as well as other

nontelecommunications services, including the download of digital products delivered electronically, content and ancillary services, which must be paid for in advance and that is sold in predetermined units or dollars of which the amount declines with use in a known amount.

13. “*Program manager*” means the E911 program manager appointed pursuant to [section 34A.2A](#).

14. “*Provider*” means a vendor who provides, or offers to provide, E911 equipment, installation, maintenance, or exchange access services within the enhanced 911 service area.

15. “*Public or private safety agency*” means a unit of state or local government, a special purpose district, or a private firm which provides or has the authority to provide fire fighting, police, ambulance, emergency medical services, or hazardous materials response.

16. “*Public safety answering point*” means a twenty-four-hour public safety communications facility that receives enhanced 911 service calls and directly dispatches emergency response services or relays calls to the appropriate public or private safety agency.

17. “*Wireless communications service*” means commercial mobile radio service. “*Wireless communications service*” includes any wireless two-way communications used in cellular telephone service, personal communications service, or the functional or competitive equivalent of a radio-telephone communications line used in cellular telephone service, a personal communications service, or a network access line. “*Wireless communications service*” does not include a service whose customers do not have access to 911 or 911-like service, a communications channel utilized only for data transmission, or a private telecommunications system.

18. “*Wireless communications service provider*” means a company that offers wireless communications service to users of wireless devices including but not limited to cellular, personal communications services, mobile satellite services, and enhanced specialized mobile radio.

19. “*Wireless E911 phase 1*” means a 911 call made from a wireless device in which the wireless service provider delivers the call-back number and address of the tower that received the call to the appropriate public safety answering point.

20. “*Wireless E911 phase 2*” means a 911 call made from a wireless device in which the wireless service provider delivers the call-back number and the latitude and longitude coordinates of the wireless device to the appropriate public safety answering point.

21. “*Wire-line E911 service surcharge*” means a charge set by the E911 service area operating authority and assessed on each wire-line access line which physically terminates within the E911 service area in accordance with [section 34A.7](#).

[88 Acts, ch 1177, §2](#)

[C89, §477B.2](#)

[92 Acts, ch 1139, §34](#)

[C93, §34A.2](#)

[93 Acts, ch 125, §1; 94 Acts, ch 1199, §45; 98 Acts, ch 1101, §3, 4, 16; 2004 Acts, ch 1175, §445; 2008 Acts, ch 1032, §201; 2012 Acts, ch 1111, §1; 2013 Acts, ch 29, §31, 32](#)

Referred to in [§34A.7](#)

34A.2A Program manager — appointment — duties.

1. The director of the department of homeland security and emergency management shall appoint an E911 program manager to administer [this chapter](#).

2. The E911 program manager shall act under the supervisory control of the director of the department of homeland security and emergency management, and in consultation with the E911 communications council, and shall perform the duties specifically set forth in [this chapter](#) and as assigned by the director.

[98 Acts, ch 1101, §5, 16; 2004 Acts, ch 1175, §446; 2013 Acts, ch 29, §33](#)

Referred to in [§16.161, §34A.2](#)

34A.3 Joint E911 service board — 911 service plan — implementation — waivers.

1. *Joint E911 service boards — plans.*

a. The board of supervisors of each county shall maintain a joint E911 service board.

(1) Each political subdivision of the state having a public safety agency serving territory within the county is entitled to voting membership on the joint E911 service board. For the purposes of [this section](#), a township that operates a volunteer fire department providing fire protection services to the township, or a city which provides fire protection services through the operation of a volunteer fire department not financed through city government, shall be considered a political subdivision of the state having a public safety agency serving territory within the county. Each private safety agency operating within the area is entitled to nonvoting membership on the board.

(2) A township that does not operate its own public safety agency, but contracts for the provision of public safety services, is not entitled to membership on the joint E911 service board, but its contractor is entitled to membership according to the contractor's status as a public or private safety agency.

b. The joint E911 service board shall maintain an enhanced 911 service plan encompassing at minimum the entire county, unless an exemption is granted by the program manager permitting a smaller E911 service area.

(1) The program manager may grant a discretionary exemption from the single county minimum service area requirement based upon a joint E911 service board's or other E911 service plan operating authority's presentation of evidence which supports the requested exemption if the program manager finds that local conditions make adherence to the minimum standard unreasonable or technically infeasible and that the purposes of [this chapter](#) would be furthered by granting an exemption. The minimum size requirement is intended to prevent unnecessary duplication of public safety answering points and minimize other administrative, personnel, and equipment expenses.

(2) The program manager may order the inclusion of a specific territory in an adjoining E911 service plan area to avoid the creation by exclusion of a territory smaller than a single county not serviced by surrounding E911 service plan areas upon request of the joint E911 service board representing the territory.

c. The E911 service plan operating authority shall submit proposed changes to the plan to all of the following:

(1) The program manager.

(2) Public and private safety agencies in the enhanced 911 service area.

(3) Local exchange service providers affected by the enhanced 911 service plan.

2. *Compliance waivers available in limited circumstances.*

a. The program manager may extend the time period for plan implementation by issuing a compliance waiver.

b. The compliance waiver shall be based upon a joint E911 service board's presentation of evidence which supports an extension if the program manager finds that local conditions make implementation financially unreasonable or technically infeasible by the originally scheduled plan of implementation.

c. The compliance waiver shall be for a set period of time, and subject to review and renewal or denial of renewal upon its expiration.

d. The waiver may cover all or a portion of a 911 service plan's enhanced 911 service area to facilitate phased implementation when possible.

e. The granting of a compliance waiver does not create a presumption that the identical or similar waiver will be extended in the future.

f. Consideration of compliance waivers shall be on a case-by-case basis.

3. *Chapter 28E agreement — alternative to joint E911 service board.*

a. A legal entity created pursuant to [chapter 28E](#) by a county or counties, other political divisions, and public or private agencies to jointly plan, implement, and operate a countywide, or larger, enhanced 911 service system may be substituted for the joint E911 service board required under [subsection 1](#). An alternative legal entity created pursuant to [chapter 28E](#) as a substitute for a joint E911 service board, as permitted by [this subsection](#), may be created by either:

(1) Agreement of the parties entitled to voting membership on a joint E911 service board.

(2) Agreement of the members of a joint E911 service board.

b. An alternative [chapter 28E](#) entity has all of the powers of a joint E911 service board

and any additional powers granted by the agreement. As used in [this chapter](#), “*joint E911 service board*” includes an alternative [chapter 28E](#) entity created for that purpose, except as specifically limited by the [chapter 28E](#) agreement or unless clearly provided otherwise in [this chapter](#). A [chapter 28E](#) agreement related to E911 service shall permit the participation of a private safety agency or other persons allowed to participate in a joint E911 service board, but the terms, scope, and conditions of participation are subject to the [chapter 28E](#) agreement.

4. *Participation in joint E911 service board required.* A political subdivision having a public safety agency within its territory or jurisdiction shall participate in a joint E911 service board and cooperate in maintaining the E911 service plan.

[88 Acts, ch 1177, §3](#)

C89, §477B.3

[89 Acts, ch 168, §1, 2](#)

C93, §34A.3

[93 Acts, ch 125, §2](#); [98 Acts, ch 1101, §6, 16](#); [2004 Acts, ch 1175, §447](#); [2008 Acts, ch 1032, §143](#); [2008 Acts, ch 1070, §1](#); [2012 Acts, ch 1111, §2](#)

Referred to in [§34A.11](#)