

Joint Emergency Communications Services Association Policy Board
Friday, August 27, 2010 – 8:00 a.m.
Joint Emergency Communications Center
4529 Melrose Avenue
Iowa City, Iowa

AGENDA

1. Call to order; recognize alternates.
2. Action to approve minutes of July 23, 2010, Policy Board meeting.
3. Comments from the public.
4. Update from User Advisory Committee Meeting.
5. Update on staffing levels and hiring of one additional dispatcher as provided for in the FY2011 budget.
6. Discussion of operational issues and potential amendments to the 28E Agreement, including:
 - a. bonding for future equipment purchases and setting the amount of reserves;
 - b. request permission from Johnson County Board of Supervisors to fill management positions;
 - c. removal of the Emergency Management Coordinator as a Director; and
 - d. a non-binding vote on the JECSA budget by each member.
7. Action to approve Resolution 2010-06, entering into Additional Options Purchase Agreement to make University of Iowa Department of Public Safety a Public Safety Answering Point.
8. Action to approve Resolution 2010-07, approving form of Emergency Communication Equipment and Services Agreement with Public Safety Subscriber Agencies.
9. Action to approve Change Order No. 6 with Harris Corp.
10. Action to approve Consent to Assignment and Amendment with TAC 10.
11. Consider a Motion to Adjourn to Executive Session to evaluate the professional competency of an individual whose appointment or hiring is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session pursuant to Iowa Code section 21.5(1)(i).
12. Other business.
13. Consider a Motion to Adjourn the meeting.



SIMMONS PERRINE MOYER BERGMAN PLC

ATTORNEYS

Robert E. Konchar
Darrel A. Morf
J. Scott Bogguss
James E. Shipman
Stephen J. Holtman²
Iris E. Muchmore
Philip D. Brooks
James A. Gerk
Roger W. Stone
Kevin J. Visser
Randal J. Scholer
William S. Vernon

Eric W. Lam
David W. Kubicek
Matthew J. Brandes
Michael McDonough⁴
James M. Peters
Leonard T. Strand
Mark H. Ogden
Webb L. Wassmer
Mark A. Roberts
Chad M. VonKampen
Gregory G. Williams
Nicolas Abou-Assaly

Allison M. Heffern
Lynn W. Hartman
Kathleen A. Kleiman¹
Thomas D. Wolle
Paul P. Morf
Philip A. Burian¹
Christine L. Conover
David J. Zylstra^{3,4}
Thomas N. DeBoom
Jason M. Steffens
Matthew J. Adam
Robert S. Hatala

Amanda M. D'Amico
Jacob R. Koller
Jeffrey K. McGinness¹
Mark J. Herzberger
Brian J. Fagan
Kerry A. Finley⁵
Abbe M. Stensland
Kyle W. Wilcox⁶
Christopher J. Voci^{5,7}
Jeffrey A. Stone
Matthew J. Hektoen¹
Dawn M. Gibson

Susan H. Willey¹
Sarah E. Swartzendruber
Louis E. Ebinger
Carrie L. Thompson
Travis J. Schroeder
Diana Okoeva⁸

COUNSEL

Larry G. Gutz⁷
David A. Hacker
Richard G. Hileman, Jr.
Lorie Reins-Schweier

OF COUNSEL

Stephen C. Nelson
James R. Snyder

RETIRED

William A. Bergman
John R. Carpenter

REGISTERED PATENT ATTORNEYS

Gregory G. Williams
Christopher J. Voci^{3,7}
Carrie L. Thompson

Writer's Direct Dial No. (319) 896-4029
Writer's Voice Mail Ext.: 229
E-Mail Address: jstone@simmonsperine.com

August 23, 2010

Policy Board Members
Joint Emergency Communications
Services Association of Johnson County

RE: Agenda for July 23, 2010
Executive Summary

Dear Policy Board Members:

I am writing to provide an executive summary for the August 27, 2010, Policy Board Agenda and Packet.

Agenda Item #5 – Update on staffing levels and hiring of one additional dispatcher as provided for in the FY2011 budget.

Tom Jones recommends JECSA move one of the part-time employees to full-time status. JECSA is still under budget by one full-time equivalent. This move will put JECSA at the approved number of thirty-two full-time equivalents. This position will work a power shift that will give additional coverage to the higher volume and busier call times. This will allow current staff to focus more on training the newer employees and provide additional radio and phone coverage after the transition to the new P25 system. This position will also fill in for the full-time equivalent that was counted for dispatchers and move the dispatch supervisor position out of that number since that position does not dispatch.

www.simmonsperine.com

■ 115 Third Street SE, Suite 1200, Cedar Rapids, Iowa 52401 • Telephone (319) 366-7641 • Fax (319) 366-1917
□ City Center Square, 1100 - 5th Street, Suite 205, Coralville, Iowa 52241 • Telephone (319) 354-1019 • Fax (319) 354-1760

Also licensed to practice in: 1 Illinois 2 Wisconsin 3 Missouri 4 Kansas 5 New York 6 Minnesota 7 Michigan 8 California 9 Nebraska
* Licensed in New York only

Simmons Perrine Moyer Bergman PLC

August 23, 2010

Page 2

Agenda Item #6 – Discussion of operational issues.

Agenda Item #6 is one of several of the items tabled from the July meeting. Per the Policy Board's request, a copy of Chapter 34A of the Iowa Code is enclosed in the packet.

Agenda Item #7 – Action to approve Resolution 2010-06, entering into Additional Options Purchase Agreement to make University of Iowa Department of Public Safety a Public Safety Answering Point.

The total cost to convert the University of Iowa Department of Public Safety into a full PSAP is \$310,686. The University of Iowa Department of Public Safety agreed to cost share the infrastructure improvements on a 75%/25% basis. The estimated contribution by DPS is \$36,900.

Agenda Item #8 – Action to approve Resolution 2010-07, approving form of Emergency Communication Equipment and Services Agreement with Public Safety Subscriber Agencies.

A final version of the Emergency Communication Equipment and Services Agreement with Public Safety Subscriber Agencies is attached. A draft version was provided to the Policy Board in June. There are two specific questions to be address: (1) who should be eligible to request/possess radios and (2) who should pay for the purchase of radios in the future? This version has been reviewed by the Johnson County Attorney's Office, the Iowa City Attorney's Office, and the UAC.

Agenda Item #9 – Action to approve Change Order No. 6 with Harris Corp.

Change Order No. 6 is for the additional radios requested by users and recommended by the UAC. The UAC recommended JECSA purchase eight additional mobile radios and 26 additional portable radios at a total cost of \$169,379.44.

Agenda Item #10 – Action to approve Consent to Assignment and Amendment with TAC 10.

I anticipate this document will be similar to the past versions. It will be distributed at the Policy Board meeting.

Simmons Perrine Moyer Bergman PLC

August 23, 2010

Page 3

Please contact Tom Jones or me with questions or concerns.

Very truly yours,



Jeffrey A. Stone

JAS/mc

MEETING MINUTES

Joint Emergency Communications Services Association of Johnson County
Policy Board
Friday, July 23, 2010 at 8:00 a.m.
4529 Melrose Avenue, Iowa City, Iowa
Policy Board Conference Room

DIRECTORS PRESENT: Coralville: John Lundell
Iowa City: Regenia Bailey, Mike Wright
Johnson County: Pat Harney, Rod Sullivan
Johnson Co. EMA: David Wilson

1. Call to order; recognize alternates.

Rod Sullivan, Johnson County Board of Supervisors, is the alternate for Pulkrabek. Salm is absent without alternate.

2. Action to approve minutes of June 25, 2010, Policy Board meeting.

Motion to approve as amended by Wilson; seconded by Bailey. Motion passed unanimously.

3. Comments from the public.

No comments from public. The League of Women Voters' representative was recognized.

4. Update from User Advisory Committee Meeting.

Rocca stated the Public Safety Subscriber Agreement had been discussed. Rocca stated the comments regarding the Public Safety Subscriber Agreement were due on August 10. Rocca identified certain ongoing issues with CAD. Rocca expressed certain concerns about the relationship.

Rocca identified the need to develop a procedure to deal with issues and concerns of public safety agencies. Rocca suggested developing a type of policy based on the level of urgency of the issue. Rocca also commented on the process for making additional radio requests. Rocca stated the needs of certain agencies had changed. Rocca stated the User Advisory Committee had reviewed certain requests and had several suggestions. Hills Fire should receive additional radios due to a recount. The Jefferson-Monroe District should receive additional mobiles. Johnson County should receive additional radios because the Sheriff's Department added vehicles. The Department of Public Safety should receive additional radios for the bomb squad. Iowa City Fire should receive additional radios for Station No. 4. Iowa City Police should receive additional radios for additional officers. The North Liberty Police

Department forgot to request the proper number of radios. Wilson supported using the spares instead of making additional purchases. Lundell expressed support for the User Advisory Committee. Harney asked about the possibility for additional grant money. Wilson stated that all the grant money had been spent. Bailey inquired about other grants. Rocca stated he had not seen other opportunities.

Rocca also has reviewed the fire dispatch policy. The User Advisory Committee recommended the University of Iowa Department of Public Safety become a full public-safety answering point (PSAP) and full back-up to JECSA. Rocca stated that the next UAC meeting will be on August 17.

5. Discussion of operational issues and potential amendments to the 28E Agreement, including:

- a. bonding for future equipment purchases and setting the amount of reserves;**
- b. begin discussions with E911 Board about transferring authority to JECSA to permit JECSA to issue bonds through the Iowa Finance Authority;**
- c. set dress code;**
- d. recording and televising of Policy Board meetings;**
- e. require User Advisory Committee Meetings to comply with open-meeting laws and to publish User Advisory Committee Meeting Minutes;**
- f. request permission from Johnson County Board of Supervisors to fill management positions;**
- g. removal of the Emergency Management Coordinator as a Director; and**
- h. a non-binding vote on the JECSA budget by each member.**

Wright stated that some of the items on Item #5 should be tabled until North Liberty had a representative at the meeting.

Regarding item #5b, Stone made comments regarding Iowa Code chapter 34A and the ability of E911 Service Boards to bond for equipment purchases. Stone stated the E911 service board was a separate entity. Rocca expressed uncertainty about the legal basis for the E911 Service Board's existence. Bedford stated that the Mayor was the actual member of the E911 Service Board and Bedford acted as the alternate. Rocca stated that the E911 Service Board meets two or three times a year. Bedford stated the E911 Service Board provides salary support for the 911 coordinator, Lori Phillips. Bedford stated the E911 service board had set aside money for JECSA. Sereduck inquired about making equipment purchases with this money. Harney supported bonding for equipment. Rod Sullivan expressed concerns based on the experiences of Linn County, specifically, having check writing authority by someone

who is not elected. Wright suggested the issue of setting a reserve should be discussed with the full Policy Board.

Item #5c was not discussed.

Regarding item #5d, Tom Jones stated that the City of North Liberty had offered to assist JECSA in the recording and broadcasting of the Policy Board meetings. Jones presented several options, including the purchase of equipment or rental of equipment. Harney expressed certain concerns about the availability of time spots to broadcast the Policy Board meetings. Wilson stated his support for videotaping the budget meeting. Sullivan expressed support for moving the JECSA Policy Board meetings around to different locations. Bailey supported bringing people in to the JECC building. Wilson stated the \$3,000 to \$5,000 estimate was not a huge expense. Wilson stated the training could not be recorded. Wilson stated only the Policy Board, Emergency Management, and UAC meetings could be recorded. Bailey requested specific numbers on the different proposals. Lundell stated that Coralville owns its own equipment. Wright requested that the exact cost be found out. Bailey expressed support to move the meetings around to different locations. Jones commented on the ability to do mobile recording.

Regarding item #5e, Lundell stated the User Advisory Committee should not be required to comply with the open meetings law because the meetings might have to happen in a hurry. Lundell supported open meetings as good practice. Rocca stated that certain law enforcement and homeland security matters were being discussed. Rocca stated that these were not matters that were appropriate for public knowledge. Wilson stated support for posting meetings and the agenda. Bedford stated a reluctance to discuss problems with equipment and the like. Bedford reminded everyone that although unlikely, there is a chance that a terrorist could be listening. Bedford reminded everyone the functionality of JECSA is discussed in detail at the UAC meetings. Bedford stated there was a need to be able to go into an Executive Session, especially to discuss technical considerations. Bedford also stated that operational limitations were discussed, including the present transition. Bailey expressed support for placing some minutes of the UAC meeting in the packet. Wilson supported not disclosing the contents of any operations discussion. Bailey requested a high-level summary of the UAC discussions. Wilson requested a summary of any items that the Policy Board was being asked to act upon. Bailey stated there was a need to redress the legislators' concerns. Lundell requested the attendees be listed. Sullivan stated it was important to list the attendees to identify any vendors present. Wilson stated that any homeland security matters should be redacted.

Items #5f, #5g, and #5h were tabled until the August Policy Board meeting.

6. Action to approve Resolution 2010-06, entering into Additional Options Purchase Agreement to make University of Iowa Department of Public Safety a Public Safety Answering Point.

Tom Jones stated that this item was to make the Department of Public Safety a full PSAP. The RACOM quote was included. The actual costs were from Dave Kaun and Elert & Associates' staff. Elert & Associates reviewed the DPS building to insure that this would work. Elert & Associates then came back with their recommendation. Jones stated this cost was for all the 911 equipment, including the license, CAD, monitors, monitor mountings, Harris radio equipment, Qwest 911, DPS for backup power, cabling, and modifications to the existing power circuits. The total price was \$357,985. Of this price, \$195,884.50 was for RACOM. This expense would allow the backup to be moved to DPS.

Wilson questioned whether or not this was above what JECOSA absolutely needs. Visin stated that this would improve the DPS functionality. Visin stated that most of the expense was for Positron, which would provide no additional benefit to DPS. Visin stated some support for cost sharing the infrastructure improvements. Jones also stated that this would permit JECOSA to store additional resources at DPS. Jones stated that the equipment would be tested and updated on a regular basis. Jones stated they hoped to never use the equipment. Jones also stated that this would not disrupt DPS's operations. Wilson stated that this project would add some value to DPS and there should be some cost sharing. Bailey stated support for having the back-up in Johnson County. Visen stated that having a fully running system would cure some weaknesses. Jones also stated that certain mobile radios could be provided. Wilson commented that JECOSA would own the equipment. There was a motion to defer item #6 indefinitely. Motion passed unanimously.

7. Action to approve Change Order No. 5 with Harris Corp.

Motion to approve Change Order No. 5 with Harris Corp. by Bailey; seconded by Harney. Motion passed unanimously.

8. Action to approve Consent to Assignment and Amendment with TAC 10/consider a Motion to Adjourn to Executive Session to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Roll call vote on Motion to Adjourn to Executive Session: Lundell, aye; Bailey, aye; Sullivan, aye; Harney, aye; Wilson, aye; Wright, aye.

9. Other business.

No other business.

10. Consider a Motion to Adjourn the meeting.

Motion to adjourn by Harney; seconded by Lundell. Motion passed unanimously.

SUMMARY MINUTES - REVISED
JOINT EMERGENCY COMMUNICATIONS CENTER
USER ADVISORY COMMITTEE
JULY 20, 2010 @ 0900 HOURS

PRESENT: James Aycock, Barry Bedford, Erika Billerbeck (IADNR), Terry Brennan, Steve Dolezal, Dave Fitzgerald (Tac 10), Chuck Green, Tom Hansen, Sam Hargadine, Roger Jensen, Randy Johnson, Tom Jones, Nick Loney, Andy Rocca, Nancy Sereduck, Dan Smith, Steve Spenler, Dave Stannard, Nick Trenary, Dave Visin, James Warkentin, Rick Wyss and Dave Kahn (Elert) by conference call.

- I. CALL TO ORDER: The meeting was called to order at 9:03 AM by Andy Rocca. Introductions were called for by Andy Rocca.
- II. REVIEW OF MINUTES: Motion to approve the June 15, 2010, minutes as distributed was made by Hargadine and seconded by Stannard; motion approved.
- III. CHANGES/ADDITIONS TO THE AGENDA:
Brennan requested the addition of a Voice Testing discussion to V part F.
Request from Wyss and Dolezal add ICPD and JCSO request to V part B
- IV. INTERIM DIRECTOR'S UPDATE: Jones
 - A. Radio User Subscriber Agreement – Draft – Dave Kahn

Kahn led a discussion about the need for the subscriber agreement for non-public safety users.

Request for input to be forwarded to Tom Jones and then forwarded to Dave Kahn by August 10 for any changes or additions to the draft subscriber agreement.
 - B. Emergency Communication Equipment and Services Agreement:

Hargadine advised that a copy was being reviewed by the City Attorney for Iowa City.

Discussion tabled until next meeting with input for changes or additions by August 10. Need stressed for this document to be in place by the time of the full radio cut over.

It was mentioned that this agreement had not appeared on the Policy Board agenda for this month. Hopefully the discussion can be opened at the next regular meeting
 - C. CAD/FSA/Firehouse Interface: Dave Fitzgerald, TAC 10
Fitzgerald advised that updates were expected next week.

D. Open House : Jones

Jones advised that 130 flyers were distributed during the open house. We had positive feedback from the public. The Policy Board members approved.

E. Other: Jones

Jones advised that the 9-1-1 issues were addressed by Qwest and Intrado.

V. FIRE/EMS/LAW:

A. Procedure contact and tracking/resolving of emergency communications issues:
Hargadine

Requesting a written procedure to provide written feedback for the agencies involved.

B. Additional Radio Requests:

1. JCMAA – Dan Smith
 - a. Hills FD
 - b. Swisher FD
2. JCSO – Dolezal
3. UIPD – Visin
4. ICFD – Rocca
5. ICPD - Wyss
6. North Liberty – Warkentin

C. FIRE/EMS Dispatch Policy: Sereduck

Any changes should be submitted to Sereduck before August 10 to present full product at next UAC.

D. Implementation of EMD/Quality Assurance reviews:

Spangler will work with Jensen and Sereduck to firm up the policy.

E. Tactical Headsets: Bedford

Bedford advised that changing adapters for all agencies would be the most cost effective. Bedford proposed approval of the recommendation to purchase headset adapters as requested by the LAW committee. Green seconded. Approved.

F. Reliability Testing: Brennan

The week of August 2 will be the training week for the trainers/end users. Racom will work with Jones to provide a schedule that will include 10 sessions, days and evenings included. The week of August 16 will be the actual testing. There will be a required training session from 1500-1700 on the 16th for all participants including the assigned dispatcher. The tests will begin Tuesday the 17th and go through Thursday the 19th. The tests will include driving tests and individual building testing. September 6-9 will conclude the testing period with more invasive testing, including testing with the Elert consultants.

VI. OTHER BUSINESS:

A. Full PSAP status of UI DPS:

Quote for the total backup system is \$257,000. At the last Policy Board meeting the board indicated strong support for the full backup provision, with the understanding that the 3 backup consoles are not full Maestro consoles.

Motion: The University of Iowa Department of Public Safety should be a full PSAP backup to the JECC as recommend by Elert's proposal. Moved by Bedford. Seconded by Stannard.

B. Non public safety users: Fee discussion will be rolled into the August 10 user agreement discussion and recommendations by UAC.

C. Army Corp of Engineers (ACOE):

Billerbeck confirmed that the JECC was responsible for programming of radios. Confirmed need fir 2 portables. The DNR also requires 1 mobile and 2 portables.

D. Additional Radio Policy: Discussion will be rolled into the August 1- user agreement discussion and recommendations by UAC.

E. Weather Alert Siren System: Reminder that the monthly test will on the first Wednesday of each month.

F. Other: Short discussion on the available interoperability channels available for joint events, i.e. Football, walking patrols, etc.

VII. Next JECC-UAC regular meeting: August 17, 2010, 9:00 AM at the JECC

VIII. Meeting adjourned at 11:44 AM by Andy Rocca

CHAPTER 34A ENHANCED 911 EMERGENCY TELEPHONE SYSTEMS

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

[34A.1 PURPOSE.](#)

[34A.2 DEFINITIONS.](#)

[34A.2A PROGRAM MANAGER -- APPOINTMENT -- DUTIES.](#)

[34A.3 JOINT E911 SERVICE BOARD -- 911 SERVICE PLAN -- IMPLEMENTATION -- WAIVERS.](#)

[34A.5 PRIVATE LISTING SUBSCRIBERS AND 911 SERVICE.](#)

[34A.6 REFERENDUM ON E911 IN PROPOSED SERVICE AREA.](#)

[34A.6A ALTERNATIVE SURCHARGE.](#)

[34A.7 FUNDING -- E911 SERVICE SURCHARGE.](#)

[34A.7A WIRELESS COMMUNICATIONS SURCHARGE -- FUND ESTABLISHED -- DISTRIBUTION AND PERMISSIBLE EXPENDITURES.](#)

[34A.8 LOCAL EXCHANGE SERVICE INFORMATION -- PENALTY.](#)

[34A.9 TELECOMMUNICATIONS DEVICES FOR THE SPEECH AND HEARING-IMPAIRED.](#)

[34A.10 E911 SELECTIVE ROUTER.](#)

[34A.11 THROUGH 34A.14](#)

[34A.15 E911 COMMUNICATIONS COUNCIL ESTABLISHED -- DUTIES.](#)

[34A.16 THROUGH 34A.19](#)

[34A.20 E911 FINANCING PROGRAM -- DEFINITIONS -- FUNDING -- BONDS AND NOTES.](#)

[34A.21 SECURITY -- RESERVE FUNDS -- PLEDGES -- NONLIABILITY -- IRREVOCABLE CONTRACTS.](#)

[34A.22 RULES.](#)

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.

Section History: Recent Form

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. "Administrator" means the administrator of the homeland security and emergency management division of the department of public defense.
3. "Competitive local exchange service provider" means the same as defined in section 476.96.
4. "Emergency 911 notification device" means a product capable of accessing a public safety answering point through the 911

system.

5. "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 dialing 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.

6. "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.

7. "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, initial training, and other capital and start-up 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 provision of 911 emergency telephone communication service and may include costs for portable and vehicle radios, communication towers and associated equipment, and other radios and associated equipment permanently located at the public safety answering point and as directed by either the joint E911 service board or the department of public safety. 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.

8. "Local exchange carrier" means the same as defined in section 476.96.

9. "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.

10. "Program manager" means the E911 program manager appointed pursuant to section 34A.2A.

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

12. "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.

13. "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.

14. "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.

15. "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.

16. "Wire-line E911 service surcharge" is 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.

Section History: Recent Form

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
Referred to in § 34A.7

34A.2A PROGRAM MANAGER -- APPOINTMENT -- DUTIES.

1. The administrator of the homeland security and emergency management division of the department of public defense shall appoint an E911 program manager to administer this chapter.

2. The E911 program manager shall act under the supervisory control of the administrator of the homeland security and emergency management division of the department of public defense, and in consultation with the E911 communications council, and perform the duties specifically set forth in this chapter and as assigned by the administrator.

Section History: Recent Form

98 Acts, ch 1101, §5, 16; 2004 Acts, ch 1175, §446
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 or state agency 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.

Section History: Recent Form

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

34A.4 REQUIREMENTS OF PAY TELEPHONES AND OTHER TELECOMMUNICATIONS DEVICES TO ALLOW 911 CALLS WITHOUT DEPOSITING COINS OR OTHER CHARGE.

In an enhanced 911 service area, a person shall not install or offer for use within the enhanced 911 service area a pay station telephone or other fixed device unless the telephone or device is capable of making a 911 call without prior insertion of a coin or payment of any other charge, and unless the telephone or device displays notice of free 911 service.

Section History: Recent Form

88 Acts, ch 1177, §4

C89, § 477B.4

C93, § 34A.4

2004 Acts, ch 1175, §448

34A.5 PRIVATE LISTING SUBSCRIBERS AND 911 SERVICE.

Private listing subscribers in an enhanced 911 service area waive the privacy afforded by nonlisted or nonpublished numbers to the extent that the name and address associated with the telephone number may be furnished to the enhanced 911 service system, for all routing, for automatic retrieval of location information, and for associated emergency services.

Section History: Recent Form

88 Acts, ch 1177, §5
 C89, § 477B.5
 C93, § 34A.5

34A.6 REFERENDUM ON E911 IN PROPOSED SERVICE AREA.

1. Before a joint E911 service board may request imposition of the surcharge by the program manager, the board shall submit the following question to voters, as provided in subsection 2, in the proposed E911 service area, and the question shall receive a favorable vote from a simple majority of persons submitting valid ballots on the following question within the proposed E911 service area:

"Shall the following public	YES	..
measure be adopted?	NO	..

Enhanced 911 emergency telephone service shall be funded, in whole or in part, by a monthly surcharge of (an amount determined by the local joint E911 service board of up to one dollar) on each telephone access line collected as part of each telephone subscriber's monthly phone bill if provided within (description of the proposed E911 service area)."

2. The referendum required as a condition of the surcharge imposition in subsection 1 shall be conducted using the following electoral mechanism:

a. At the request of the joint E911 service board a county commissioner of elections shall include the question on the next eligible general election ballot in each electoral precinct to be served, in whole or in part, by the proposed E911 service area, provided the request is timely submitted to permit inclusion.

b. The question may be included in the next election in which all of the voters in the proposed E911 service area will be eligible to vote on the same day.

c. The county commissioner of elections shall report the results to the joint E911 service board.

d. The joint E911 service board shall compile the results if subscribers from more than one county are included within the proposed service area. The joint E911 service board shall announce whether a simple majority of the compiled votes reported by the commissioner approved the referendum question.

3. The secretary of state, in consultation with the administrator, shall adopt rules for the conduct of joint E911 service referendums as required by and consistent with subsections 1 and 2.

Section History: Recent Form

88 Acts, ch 1177, § 6
 C89, § 477B.6
 89 Acts, ch 168, § 3; 90 Acts, ch 1144, §1; 91 Acts, ch 129, §27, 28; 92 Acts, ch 1139, § 35
 C93, § 34A.6
 98 Acts, ch 1101, § 7, 16; 2004 Acts, ch 1175, §449; 2008 Acts, ch 1032, §144
 Referred to in §34A.6A, 34A.7, 34A.7A

34A.6A ALTERNATIVE SURCHARGE.

Notwithstanding section 34A.6, the board may request imposition of

a surcharge in an amount up to two dollars and fifty cents per month on each telephone access line. The board shall submit the question of the surcharge to voters in the same manner as provided in section 34A.6. If approved, the surcharge may be collected for a period of twenty-four months. At the end of the twenty-four-month period, the rate of the surcharge shall revert to one dollar per month, per access line.

Section History: Recent Form

93 Acts, ch 125, § 3

34A.7 FUNDING -- E911 SERVICE SURCHARGE.

When an E911 service plan is implemented, the costs of providing E911 service within an E911 service area are the responsibility of the joint E911 service board and the member political subdivisions. Costs in excess of the amount raised by imposition of the E911 service surcharge provided for under subsection 1 shall be paid by the joint E911 service board from such revenue sources allocated among the member political subdivisions as determined by the joint E911 service board. Funding is not limited to the surcharge, and surcharge revenues may be supplemented by other permissible local and state revenue sources. A joint E911 service board shall not commit a political subdivision to appropriate property tax revenues to fund an E911 service plan without the consent of the political subdivision. A joint E911 service board may approve an E911 service plan, including a funding formula requiring appropriations by participating political subdivisions, subject to the approval of the funding formula by each political subdivision. However, a political subdivision may agree in advance to appropriate property tax revenues or other moneys according to a formula or plan developed by an alternative chapter 28E entity.

1. *Local wire-line E911 service surcharge imposition.*

a. To encourage local implementation of E911 service, one source of funding for E911 emergency telephone communication systems shall come from a surcharge per month, per access line on each access line subscriber, except as provided in subsection 5, equal to the lowest amount of the following:

(1) One dollar.

(2) An amount less than one dollar, which would fully pay both recurring and nonrecurring costs of the E911 service system within five years from the date the maximum surcharge is imposed.

(3) The maximum monetary limitation approved by referendum.

b. The surcharge shall be imposed by order of the program manager as follows:

(1) The program manager shall notify a local exchange service provider scheduled to provide exchange access line service to an E911 service area that implementation of an E911 service plan has been approved by the joint E911 service board and by the service area referendum and that collection of the surcharge is to begin within one hundred days.

(2) The program manager shall also provide notice to all affected public safety answering points.

2. *Surcharge collected by local exchange service providers.*

a. The surcharge shall be collected as part of the access line service provider's periodic billing to a subscriber. In compensation for the costs of billing and collection, the local exchange service provider may retain one percent of the gross surcharges collected. If the compensation is insufficient to fully recover a local exchange service provider's costs for billing and collection of the surcharge, the deficiency shall be included in the local exchange service provider's costs for ratemaking purposes to the extent it is reasonable and just under section 476.6. The

surcharge shall be remitted to the E911 service operating authority for deposit into the E911 service fund quarterly by the local exchange service provider. The total amount for multiple exchanges may be combined.

b. A local exchange service provider is not liable for an uncollected surcharge for which the local exchange service provider has billed a subscriber but not been paid. The surcharge shall appear as a single line item on a subscriber's periodic billing entitled, "E911 emergency telephone service surcharge".

c. The joint E911 service board may request, not more than once each quarter, the following information from the local exchange service provider:

(1) The identity of the exchange from which the surcharge is collected.

(2) The number of lines to which the surcharge was applied for the quarter.

(3) The number of refusals to pay per exchange if applicable.

(4) Write-offs applied per exchange if applicable.

(5) The number of lines exempt per exchange.

(6) The amount retained by the local exchange service provider generated from the one percent administration fee.

d. Access line counts and surcharge remittances are confidential public records as provided in section 34A.8.

3. *Maximum limit per subscriber billing for surcharge.* An individual subscriber shall not be required to pay on a single periodic billing the surcharge on more than one hundred access lines, or their equivalent, in an E911 service area. A subscriber shall pay the surcharge in each E911 service area in which the subscriber receives access line service.

4. *E911 service fund.* Each joint E911 service board shall establish and maintain as a separate account an E911 service fund. Any funds remaining in the account at the end of each fiscal year shall not revert to the general funds of the member political subdivisions, except as provided in subsection 5, but shall remain in the E911 service fund. Moneys in an E911 service fund may only be used for nonrecurring and recurring costs of the E911 service plan as approved by the program manager, as those terms are defined by section 34A.2.

5. *Use of moneys in fund -- priority and limitations on expenditure.*

a. Moneys deposited in the E911 service fund shall be used for the repayment of any bonds issued for the benefit of or loan made to the joint E911 service board pursuant to sections 34A.20 through 34A.22, and as long as any such bond or loan remains unpaid the surcharge shall not be reduced or eliminated. Moneys deposited in the fund shall be subject to such terms and conditions as may be contained in the relevant bond documents, trust indenture, resolution, loan agreement, or other instrument pursuant to which bonds are issued or a loan is made, without regard to any limitation otherwise provided by law. The surcharge may be increased, but shall not exceed the maximum allowed in subsection 1, upon approval of the authority upon such terms and conditions as may be contained in the relevant bond documents, trust indenture, resolution, loan agreement, or other instrument pursuant to which bonds are issued or a loan is made, as deemed necessary or prudent by the authority to secure repayment and assure marketability or a reasonable interest rate.

b. Moneys deposited in the E911 service fund shall be used for the following, in order of priority if paragraph "a" does not apply:

(1) Money shall first be spent for actual recurring costs of operating the E911 service plan.

(2) If money remains in the fund after fully paying for recurring costs incurred in the preceding year, the remainder may be spent to pay for nonrecurring costs, not to exceed actual nonrecurring costs as approved by the program manager.

(3) If money remains in the fund after fully paying obligations under subparagraphs (1) and (2), the remainder may be accumulated in the fund as a carryover operating surplus. If the surplus is greater than twenty-five percent of the approved annual operating budget for the next year, the program manager shall reduce the surcharge by an amount calculated to result in a surplus of no more than twenty-five percent of the planned annual operating budget. After nonrecurring costs have been paid, if the surcharge is less than the maximum allowed and the fund surplus is less than twenty-five percent of the approved annual operating budget, the program manager shall, upon application of the joint E911 service board, increase the surcharge in an amount calculated to result in a surplus of twenty-five percent of the approved annual operating budget. The surcharge may only be adjusted once in a single year, upon one hundred days' prior notice to the provider.

6. *Limitation of actions -- provider not liable on cause of action related to provision of 911 services.* A claim or cause of action does not exist based upon or arising out of an act or omission in connection with a land-line or wireless provider's participation in an E911 service plan or provision of 911 or local exchange access service, unless the act or omission is determined to be willful and wanton negligence.

7. *Referendum on adjusting maximum of approved surcharge.* If a local option E911 service surcharge was approved by referendum prior to April 4, 1990, the maximum E911 service surcharge monetary limitation may be amended up to a total of one dollar, per month, per access line, by another referendum as provided in section 34A.6. A joint E911 service board may adjust its E911 service surcharge within the monetary limitation approved by referendum as provided under this subsection by a simple majority vote of the voting members. As a result of the adjustment, the E911 service surcharge, per month, per access line, on each access line subscriber, except as provided in subsection 5, shall not exceed the lowest amount of the following:

- a. One dollar.
- b. An amount less than one dollar, which would fully pay both recurring and nonrecurring costs of the E911 service system within five years from the date of the adjustment.
- c. The maximum monetary limitation approved by referendum.

Section History: Recent Form

88 Acts, ch 1177, § 7
C89, § 477B.7
89 Acts, ch 168, § 4--6; 90 Acts, ch 1144, § 2--4
C93, § 34A.7
98 Acts, ch 1101, § 8, 16; 2004 Acts, ch 1175, §450--452; 2005 Acts, ch 140, §1

34A.7A WIRELESS COMMUNICATIONS SURCHARGE -- FUND ESTABLISHED -- DISTRIBUTION AND PERMISSIBLE EXPENDITURES.

1. a. Notwithstanding section 34A.6, the administrator shall adopt by rule a monthly surcharge of up to sixty-five cents to be imposed on each wireless communications service number provided in this state. The surcharge shall be imposed uniformly on a statewide basis and simultaneously on all wireless communications service numbers as provided by rule of the administrator.

b. The program manager shall provide no less than one hundred days' notice of the surcharge to be imposed to each wireless communications service provider. The program manager, subject to the sixty-five cent limit in paragraph "a", may adjust the amount of the surcharge as necessary, but no more than once in any calendar year.

c. (1) The surcharge shall be collected as part of the wireless communications service provider's periodic billing to a subscriber. The surcharge shall appear as a single line item on a subscriber's periodic billing indicating that the surcharge is for E911 emergency telephone service. In the case of prepaid wireless telephone service, this surcharge shall be remitted based upon the address associated with the point of purchase, the customer billing address, or the location associated with the mobile telephone number for each active prepaid wireless telephone that has a sufficient positive balance as of the last days of the information, if that information is available.

(2) In compensation for the costs of billing and collection, the wireless communications service provider may retain one percent of the gross surcharges collected.

(3) The surcharges shall be remitted quarterly by the wireless communications service provider to the program manager for deposit into the fund established in subsection 2.

(4) A wireless communications service provider is not liable for an uncollected surcharge for which the wireless communications service provider has billed a subscriber but which has not been paid.

2. Moneys collected pursuant to subsection 1 shall be deposited in a separate wireless E911 emergency communications fund within the state treasury under the control of the program manager. Section 8.33 shall not apply to moneys in the fund. Moneys earned as income, including as interest, from the fund shall remain in the fund until expended as provided in this section. Moneys in the fund shall be expended and distributed in the following priority order:

a. An amount as appropriated by the general assembly to the administrator shall be allocated to the administrator and program manager for implementation, support, and maintenance of the functions of the administrator and program manager and to employ the auditor of state to perform an annual audit of the wireless E911 emergency communications fund.

b. The program manager shall allocate twenty-one percent of the total amount of surcharge generated to wireless carriers to recover their costs to deliver E911 phase 1 services. If the allocation in this paragraph is insufficient to reimburse all wireless carriers for such carrier's eligible expenses, the program manager shall allocate a prorated amount to each wireless carrier equal to the percentage of such carrier's eligible expenses as compared to the total of all eligible expenses for all wireless carriers for the calendar quarter during which such expenses were submitted. When prorated expenses are paid, the remaining unpaid expenses shall no longer be eligible for payment under this paragraph.

c. The program manager shall reimburse wire-line carriers on a calendar quarter basis for carriers' eligible expenses for transport costs between the selective router and the public safety answering points related to the delivery of wireless E911 phase 1 services.

d. The program manager shall reimburse wire-line carriers and third-party E911 automatic location information database providers on a calendar quarterly basis for the costs of maintaining and upgrading the E911 components and functionalities beyond the input to the E911 selective router, including the E911 selective router and the automatic location information database.

e. The program manager shall apply an amount up to five hundred thousand dollars per calendar quarter to any outstanding wireless E911 phase 1 obligations incurred pursuant to this chapter prior to July 1, 2004.

f. (1) The program manager shall allocate an amount up to one hundred fifty-nine thousand dollars per calendar quarter equally to the joint E911 service boards and the department of public safety that have submitted an annual written request to the program manager

in a form approved by the program manager by May 15 of each year. The program manager shall allocate to each joint E911 service board and to the department of public safety a minimum of one thousand dollars per calendar quarter for each public safety answering point within the service area of the department of public safety or joint E911 service board.

(2) Upon retirement of outstanding obligations referred to in paragraph "e", the amount allocated under this paragraph "f" shall be twenty-five percent of the total amount of surcharge generated per calendar quarter allocated as follows:

(a) Sixty-five percent of the total dollars available for allocation shall be allocated in proportion to the square miles of the service area to the total square miles in this state.

(b) Thirty-five percent of the total dollars available for allocation shall be allocated in proportion to the wireless E911 calls taken at the public safety answering point in the service area to the total number of wireless E911 calls originating in this state.

(c) Notwithstanding subparagraph divisions (a) and (b), the minimum amount allocated to each joint E911 service board and to the department of public safety shall be no less than one thousand dollars for each public safety answering point within the service area of the department of public safety or joint E911 service board.

(3) The funds allocated in this paragraph "f" shall be used for communication equipment located inside the public safety answering points for the implementation and maintenance of wireless E911 phase 2. The joint E911 service boards and the department of public safety shall provide an estimate of phase 2 implementation costs to the program manager by January 1, 2005.

g. If moneys remain in the fund after fully paying all obligations under paragraphs "a" through "f", the remainder may be accumulated in the fund as a carryover operating surplus. This surplus shall be used to fund future phase 2 network and public safety answering point improvements and wireless carriers' transport costs related to wireless E911 services, if those costs are not otherwise recovered by wireless carriers through customer billing or other sources and approved by the program manager. Notwithstanding section 8.33, any moneys remaining in the fund at the end of each fiscal year shall not revert to the general fund of the state but shall remain available for the purposes of the fund.

h. The administrator, in consultation with the program manager and the E911 communications council, shall adopt rules pursuant to chapter 17A governing the distribution of the surcharge collected and distributed pursuant to this subsection. The rules shall include provisions that all joint E911 service boards and the department of public safety which answer or service wireless E911 calls are eligible to receive an equitable portion of the receipts.

3. a. The program manager shall submit an annual report by January 15 of each year to the general assembly's standing committees on government oversight advising the general assembly of the status of E911 implementation and operations, including both wire-line and wireless services, the distribution of surcharge receipts, and an accounting of the revenues and expenses of the E911 program.

b. The program manager shall submit a calendar quarter report of the revenues and expenses of the E911 program to the fiscal services division of the legislative services agency.

c. The general assembly's standing committees on government oversight shall review the priorities of distribution of funds under this chapter at least every two years.

4. The amount collected from a wireless service provider and deposited in the fund, pursuant to section 22.7, subsection 6, information provided by a wireless service provider to the program manager consisting of trade secrets, pursuant to section 22.7, subsection 3, and other financial or commercial operations

information provided by a wireless service provider to the program manager, shall be kept confidential as provided under section 22.7. This subsection does not prohibit the inclusion of information in any report providing aggregate amounts and information which does not identify numbers of accounts or customers, revenues, or expenses attributable to an individual wireless communications service provider.

5. For purposes of this section, "wireless communications service" means commercial mobile radio service, as defined under sections 3(27) and 332(d) of the federal Telecommunications Act of 1996, 47 U.S.C. § 151 et seq.; federal communications commission rules; and the Omnibus Budget Reconciliation Act of 1993. "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 services whose customers do not have access to 911 or a 911-like service, a communications channel utilized only for data transmission, or a private telecommunications system.

Section History: Recent Form

98 Acts, ch 1101, §9, 16; 99 Acts, ch 96, §5; 2004 Acts, ch 1175, §453--455; 2005 Acts, ch 140, §2; 2007 Acts, ch 213, §21; 2009 Acts, ch 41, §263; 2009 Acts, ch 86, §4

34A.8 LOCAL EXCHANGE SERVICE INFORMATION -- PENALTY.

1. A local exchange service provider shall furnish to the E911 service provider, designated by the joint E911 service board, all names, addresses, and telephone number information concerning its subscribers which will be served by the E911 system and shall periodically update the local exchange service information. The local exchange service provider shall receive as compensation for the provision of local exchange service information charges according to its tariffs on file with and approved by the Iowa utilities board. The tariff charges shall be the same whether or not the local exchange service provider is designated as the E911 service provider by the joint E911 service board.

2. a. Subscriber information remains the property of the local exchange service provider.

b. The program manager, joint E911 service board, the designated E911 service provider, and the public safety answering point, their agents, employees, and assigns shall use local exchange service information provided by the local exchange service provider solely for the purposes of providing E911 emergency telephone service or providing related 911 call alert services utilizing only the subscriber's information to a subscriber who consents to the provision of such services, and it shall otherwise be kept confidential. A person who violates this section is guilty of a simple misdemeanor.

c. This chapter does not require a local exchange service provider to sell or provide its subscriber names, addresses, or telephone number information to any person other than the E911 service provider designated by the joint E911 service board.

Section History: Recent Form

88 Acts, ch 1177, §8
C89, § 477B.8
C93, § 34A.8

2004 Acts, ch 1175, §456; 2008 Acts, ch 1032, § 201; 2009 Acts, ch 32, §1

Referred to in § 34A.7

34A.9 TELECOMMUNICATIONS DEVICES FOR THE SPEECH AND HEARING-IMPAIRED.

Each public safety answering point shall provide for the installation and use of telecommunications devices for the speech and hearing-impaired.

Section History: Recent Form

89 Acts, ch 157, § 1
CS89, § 477B.9
C93, § 34A.9
2004 Acts, ch 1175, §457

34A.10 E911 SELECTIVE ROUTER.

On and after July 1, 2004, only the program manager shall approve access to the E911 selective router.

Section History: Recent Form

2004 Acts, ch 1175, §458

34A.11 THROUGH 34A.14 Reserved.

34A.15 E911 COMMUNICATIONS COUNCIL ESTABLISHED -- DUTIES.

1. An E911 communications council is established. The council consists of the following thirteen members:

- a. One person appointed by the commissioner of public safety.
 - b. One person appointed by the Iowa state sheriffs' and deputies' association.
 - c. One person appointed by the Iowa association of chiefs of police and peace officers.
 - d. One person appointed by the Iowa emergency medical services association.
 - e. One person appointed by the Iowa association of professional firefighters.
 - f. One person appointed by the Iowa firemen's association.
 - g. One person appointed by the Iowa chapter of the national emergency number association.
 - h. One person appointed by the Iowa chapter of the association of public safety communications officials- international, inc.
 - i. One person appointed by the Iowa emergency management directors association.
 - j. Two persons appointed by the Iowa telephone association, with one person appointed to represent telephone companies having fifteen thousand or more customers and one person appointed to represent telephone companies having less than fifteen thousand customers.
 - k. Two persons appointed by the Iowa wireless industry. One appointee shall represent cellular companies and the other appointee shall represent personal communications services companies.
2. The auditor of state or the auditor of state's designee shall serve as an ex officio nonvoting member.
3. The council shall advise and make recommendations to the

administrator and program manager regarding the implementation of this chapter. Such advice and recommendations shall be provided on issues at the request of the administrator or program manager or as deemed necessary by the council.

4. A member of the council shall be reimbursed for actual and necessary expenses incurred in the performance of the member's duties, if such member is not otherwise reimbursed for such expenses.

5. The authority of the council is limited to the issues specifically identified in this section and does not preempt the authority of the utilities board, created in section 474.1, to act on issues within the jurisdiction of the utilities board.

Section History: Recent Form

96 Acts, ch 1219, §64; 98 Acts, ch 1101, § 10--13, 16; 2004 Acts, ch 1175, §459, 460

34A.16 THROUGH 34A.19 Reserved.

34A.20 E911 FINANCING PROGRAM -- DEFINITIONS -- FUNDING -- BONDS AND NOTES.

1. As used in this subchapter, unless the context otherwise requires, "authority" means the Iowa finance authority.

2. The authority shall cooperate with the administrator in the creation, administration, and funding of the E911 program established in subchapter I.

3. The authority may issue its bonds and notes for the purpose of funding E911 nonrecurring and recurring costs of one or more E911 service areas.

4. The authority may issue its bonds and notes for the purposes of this chapter and may enter into one or more lending agreements or purchase agreements with one or more bondholders or noteholders containing the terms and conditions of the repayment of and the security for the bonds or notes. The authority and the bondholders or noteholders or a trustee agent designated by the authority may enter into agreements to provide for any of the following:

a. That the proceeds of the bonds and notes and the investments of the proceeds may be received, held, and disbursed by the authority or by a trustee or agent designated by the authority.

b. That the bondholders or noteholders or a trustee or agent designated by the authority may collect, invest, and apply the amount payable under the loan agreements or any other instruments securing the debt obligations under the loan agreements.

c. That the bondholders or noteholders may enforce the remedies provided in the loan agreements or other instruments on their own behalf without the appointment or designation of a trustee. If there is a default in the principal of or interest on the bonds or notes or in the performance of any agreement contained in the loan agreements or other instruments, the payment or performance may be enforced in accordance with the loan agreement or other instrument.

d. Other terms and conditions as deemed necessary or appropriate by the authority.

5. The powers granted the authority under this section are in addition to other powers contained in chapter 16. All other provisions of chapter 16, except section 16.28, subsection 4, apply to bonds or notes issued and powers granted to the authority under this section, except to the extent they are inconsistent with this section.

6. All bonds or notes issued by the authority in connection with the program are exempt from taxation by this state and the interest on the bonds or notes is exempt from state income tax, both personal

and corporate.

Section History: Recent Form

90 Acts, ch 1144, §6
C91, § 477B.20
C93, § 34A.20
98 Acts, ch 1101, § 14, 16
Referred to in §16.161, 34A.7, 34A.21

34A.21 SECURITY -- RESERVE FUNDS -- PLEDGES -- NONLIABILITY -- IRREVOCABLE CONTRACTS.

1. The authority may provide in the resolution, trust agreement, or other instrument authorizing the issuance of its bonds or notes pursuant to section 34A.20 that the principal of, premium, and interest on the bonds or notes are payable from any of the following and may pledge the same to its bonds and notes:

a. The income and receipts or other moneys derived from the projects financed with the proceeds of the bonds or notes.

b. The income and receipts or other money derived from designated projects whether or not the projects are financed in whole or in part with the proceeds of the bonds or notes.

c. The amounts on deposit in the E911 service fund of a joint E911 service board, including, but not limited to revenues from a local option E911 service surcharge.

d. The amounts payable to the authority by jurisdictions within service areas pursuant to loan agreements with service areas.

e. Any other funds or accounts established by the authority in connection with the program or the sale and issuance of its bonds or notes.

2. The authority may establish reserve funds to secure one or more issues of its bonds or notes. The authority may deposit in a reserve fund established under this subsection, the proceeds of the sale of its bonds or notes and other money which is made available from any other source.

3. A pledge made in respect of bonds or notes is valid and binding from the time the pledge is made. The money or property so pledged and received after the pledge by the authority is immediately subject to the lien of the pledge without physical delivery or further act. The lien of the pledge is valid and binding as against all persons having claims of any kind in tort, contract, or otherwise against the authority whether or not the parties have notice of the lien. Neither the resolution, trust agreement, or any other instrument by which a pledge is created needs to be recorded, filed, or perfected under chapter 554, to be valid, binding, or effective against all persons.

4. The members of the authority or persons executing the bonds or notes are not personally liable on the bonds or notes and are not subject to personal liability or accountability by reason of the issuance of the bonds or notes.

5. The state pledges to and agrees with the holders of bonds or notes issued under this subchapter that the state will not limit or alter the rights and powers vested in the authority to fulfill the terms of a contract made by the authority with respect to the bonds or notes, or in any way impair the rights and remedies of the holders until the bonds or notes, together with the interest on them including interest on unpaid installments of interest, and all costs and expenses in connection with an action or proceeding by or on behalf of the holders, are fully met and discharged. The authority is authorized to include this pledge and agreement of the state, as it refers to holders of bonds or notes of the authority, in a contract with the holders.

Section History: Recent Form

90 Acts, ch 1144, §7
C91, § 477B.21
C93, § 34A.21
Referred to in §16.161, 34A.7

34A.22 RULES.

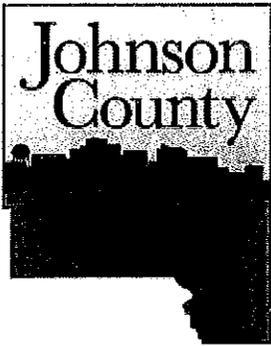
The authority shall adopt rules pursuant to chapter 17A to implement this subchapter.

Section History: Recent Form

90 Acts, ch 1144, §8
C91, § 477B.22
C93, § 34A.22
Referred to in §16.161, 34A.7

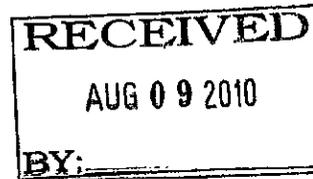
Previous Chapter [34](#) Next Chapter [035](#)





BOARD OF SUPERVISORS

Sally Stutsman, Chairperson
Pat Harney
Terrence Neuzil
Janelle Rettig
Rod Sullivan



August 5, 2010

Joint Emergency Communications
Services Association Policy Board
4529 Melrose Avenue
Iowa City, Iowa 52246

To the JECSA Policy Board,

It has come to our attention that the JECSA Policy Board is discussing the possibility of the E-911 Board transferring authority to JECSA to permit JECSA to issue bonds through the Iowa Finance Authority.

Johnson County issued bonds for the construction of the Joint Emergency Communications Center and the purchase of all necessary equipment. Operating funds for the JECC are taxed by the County through a levy for emergency management. The levy is overseen by the Board of Supervisors. The budgeting and management of the JECC is overseen by the elected officials who serve on the JECSA Policy Board.

The JECSA will require funds in the future for the maintenance and upgrading of equipment and facilities. These costs may be significant and the Board of Supervisors has previously expressed its support for bonding for these expenses instead of building large cash reserves to cover such costs. However, the Board opposes transferring the authority to issue bonds to an entity that is not governed by elected officials. Those given the authority to raise public funds must be accountable to the taxpayers of Johnson County.

The E-911 Board is not made up exclusively of elected officials. The Board does not have a website or any way for the general public to learn about the Board's deliberations. For the E-911 Board, through the JECSA, to issue bonds for the significant capital expenses of the JECC is, we believe, inappropriate.

The Board of Supervisors also would ask that the Users Advisory Committee be required to comply with open meeting laws and that committee minutes be published on the JECC website. The Users Advisory Committee is critical to the success of the JECC as the JECSA Policy Board correctly relies on the recommendations of the professionals who use and depend on the communications system. Because the input of this Committee is so important to the decisions made by the Policy Board, we believe that the meetings of the Advisory Committee's should be publicized and open to the public and that the minutes of the meeting be readily accessible.

Thank you for your consideration of these suggestions.

Sincerely,

A handwritten signature in cursive script that reads "Sally Stutsman". The signature is written in black ink and is positioned above the printed name and title.

Sally Stutsman
Chairperson

RESOLUTION NO. 2010-06

**RESOLUTION PURCHASING ADDITIONAL EQUIPMENT AND SERVICES TO
CONVERT THE UNIVERSITY OF IOWA DEPARTMENT OF PUBLIC SAFETY INTO A
FULL PUBLIC SAFETY ANSWERING POINT**

WHEREAS, the Joint Emergency Communications Services Association of Johnson County (hereinafter "Association") engaged in a competitive process to purchase the E911 VoIP System by publishing a request for proposals and the Association entered into a contract with RACOM Corp. ("RACOM") for the E911 VoIP System in the amount of four hundred seventy-three thousand eight hundred ninety-five dollars and three cents (\$473,895.03).

WHEREAS, the Association has decided to purchase additional services from RACOM, specifically, the equipment and services required to convert the University of Iowa Department of Public Safety into a full public-safety answering point (PSAP), so that the University of Iowa Department of Public Safety can act as the backup for the Association in case of a catastrophic event that disables the Joint Emergency Communications Center.

WHEREAS, the total costs to convert the University of Iowa Department of Public Safety into a full PSAP is three hundred ten thousand six hundred eighty-six dollars (\$310,686).

WHEREAS, the University of Iowa Department of Public Safety has agreed to cost share the infrastructure improvements on a 75%/25% basis as provided for in the 28E Agreement, which shall result in a contribution of approximately \$36,900, depending upon the actual cost of construction of the infrastructure improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE POLICY BOARD THAT:

1. the Association shall purchase the equipment and services, which are set forth as Exhibit 1 (four pages), excepting the two year bundled extended warranty service and adding a headset set, in the amount of one hundred seventy-two thousand six-hundred eighty-six dollars (\$172,686) from RACOM to convert the University of Iowa Department of Public Safety to a full PSAP.
2. the Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment, AIA Document A151 – 2007, and the General Conditions of the Contract for Furniture, Furnishings and Equipment, AIA Document A251 – 2007, previously agreed to by and between the Association and RACOM are hereby incorporated into this Agreement and this purchase is pursuant to section 3.2 entitled Additional Work.
3. the Executive Director has authority to expend an additional one hundred one thousand one hundred dollars (\$101,100) to convert the University of Iowa Department of Public Safety into a full PSAP.

It was moved by _____ and seconded by _____ that Resolution 2010-06 be adopted, and Resolution 2010-06 was approved by a vote of ___ - ___.

Passed and approved this twenty-seventh (27th) day of August, 2010.

MIKE WRIGHT, CHAIRPERSON OF THE JOINT
EMERGENCY COMMUNICATIONS SERVICES
ASSOCIATION FOR JOHNSON COUNTY POLICY
BOARD

ACCEPTED BY:
RACOM Corporation.

By: _____
Its: _____
Date: _____

Equipment List

Positron VIPER

Total Number of E9-1-1 Trunks	12
Total Number of Administrative Lines - FXO	18
IP Phone Sets	Not Included
VIPER UPS	Included

Answering Positions

Number of Power 911 Intelligent Workstations	3
Number of Buttons per Position	1,280 on-screen.

Power 911 Intelligent Workstation Features

Location Module (ANI/ALI)	Included
Computer Telephony Module (on-screen telephony)	Included
Contact Module (Call & Transfer - Voice and/or Data)	Included
On-line Message Board (a.k.a. Flash Bulletin Module)	Included
Lists Module (Call Lists and Queries)	Included
Toolbar (a.k.a. Call Detail Tool)	Included
Incident Manager Software (Incident Detailing + Premise + SOI)	Included
Integrated Call Recorder	Included
Integrated TDD	Included
AgentToolkit	Included
Add-On Recorder for Radio	Included
Data Transfer to Remote FAX Machines (XDC)	Not Included
UPS on Servers (30 minutes)	Included
UPS on Workstation PCs (30 minutes)	Not Included
Tape Backup System	Included
RAID Disk Array (data redundancy)	Included

MIS Solution

Power MIS	Included
ePrinter	Not Included

Miscellaneous

Number of monitors per position	1
Monitor Type	N/A - Customer Supplied

Model #	Description	Qty
<hr/>		
¹ Positron VIPER		
<hr/>		
912800	Positron Gateway Shelf	3
912801	Positron CAMA Interface Module	2
912814	Positron Admin Interface Module (AIM)	3
912802	Positron Primary Backroom Server	1
912803	Positron Primary VoIP Soft Switch	1
912890	VIPER Media Kit	1
912813	Power Supply (-48 VDC)	1
912808/G6	Keyboard/Trackball/LCD/8port KVM	1
912811	Backroom Position Access License	3
912812	PBX Access License - Per Workstation	3
912822	Positron Secondary Backroom Server	1
912823	Positron Secondary VoIP Soft Switch	1
914414	RACKMOUNT UPS 1000VA	2
913850/G2	Positron VIPER Enabling Kit	3
<hr/>		
Power 911 Software		
<hr/>		
913100	Power 911 Client Access License	3
913202	Power 911 Server Access License	3
913152	Power 911 Add-On Recorder for Radio	3
<hr/>		
Power MIS Software		
<hr/>		
920100	Power MIS Server Software License	1
920101	Power MIS Concurrent Client Access License	1
920102	Power MIS Data Access License	3
<hr/>		

Model #	Description	Qty
² IWS Hardware		
IWS Workstations		
914102	IWS Workstation Computer (No Monitor)	3
914121/1	IWS Workstation - Underlying Software	3
914142	Kaspersky Antivirus - Workstation	3
914431/R	IWS Server Tape Backup System	1
Power 911 Server		
914210/G6/R	IWS Type 1 Rack Server (1U 1CPU) 160GB SA	1
914245/G6	160GB SATA Non Hotplug Hard Disk (ML110)	3
914121/2	IWS Server - Underlying Software	1
914142/S	Kaspersky Antivirus - servers	1
914414	RACKMOUNT UPS 1000VA	1
Power MIS Server		
914136/05	Microsoft SQL 2005 Server	1
914245/G6	160GB SATA Non Hotplug Hard Disk (ML110)	3
914422	Additional Backup EXEC SQL Agent	1
Peripherals		
915109	Alarm Panel	1
914840	ALI Modem Digital (4911 Subrate DDS DSU/C;	2
	VPN Concentrator	1
	Cat5 Cable, Connectors and Misc. Hardware	1
Radios		
M7300	M3700 Remote Mount Radio, 764-870MHz	
Options -		
⁹ On-Site Critical Spares		
912800	Positron Gateway Shelf	1
912801	Positron CAMA Interface Module	1
912802	Positron Primary Backroom Server	1
912814	Admin I/F Module 4 Port	1
912806	24 Port Switch	1
912813	Power Supply (-48V DC)	1
913850/G2	Positron VIPER Enabling Kit	1
¹⁰ Laptop Power 911 Positions		
Software		
912811	Backroom Position Access License	3
912812	PBX Access License - Per Workstation	3
913100	Power 911 Client Access License	3
913152	Power 911 Add-On Recorder for Radio	3
913202	Power 911 Server Access License	3
920102	Power MIS Data License	3
Hardware		
914110	IWS Laptop Computer	3
914111	Backpack for IWS Laptop Computer	3
914142	Kaspersky Antivirus - Workstation	3
914121/1	IWS Workstation - Underlying Software	3
913850/SL	IWS VIPER Enabling Kit (SONIC/Laptop)	3

RESOLUTION NO. 2010-07

**RESOLUTION APPROVING FORM OF EMERGENCY COMMUNICATION EQUIPMENT
AND SERVICES AGREEMENT WITH PUBLIC SAFETY SUBSCRIBER AGENCIES**

WHEREAS, the Joint Emergency Communications Services Association of Johnson County ("Association") is operating countywide emergency response and communication services.

WHEREAS, the Association has purchased four million six hundred twenty-five thousand three hundred forty-five dollars and twelve cents (\$4,625,345.12) of mobile and portable radios.

WHEREAS, the Association and the Public Safety Subscriber Agencies should enter into an agreement that sets forth their legal relationship and expectations related to the countywide emergency response and communication services.

NOW, THEREFORE, BE IT RESOLVED BY THE POLICY BOARD THAT:

1. the form of the Emergency Communication Equipment and Services Agreement with Public Safety Subscriber Agencies is approved.
2. the Executive Director has authority to enter into agreements with the Public Safety Subscriber Agencies based on the approved form.

It was moved by _____ and seconded by _____ that Resolution 2010-07 be adopted, and Resolution 2010-07 was approved by a vote of ___ - ___.

Passed and approved this twenty-seventh (27th) day of August, 2010.

MIKE WRIGHT, CHAIRPERSON OF THE JOINT
EMERGENCY COMMUNICATIONS SERVICES
ASSOCIATION FOR JOHNSON COUNTY POLICY
BOARD

JECC
Joint Emergency
Communications Center
for Johnson County, IA

911

Police • Sheriff • Fire • EMS



DATE: August 18, 2010

TO: Joint Emergency Communications Services Association – Policy Board

FROM: Andy Rocca, Chairperson, Joint Emergency Communications Center – UAC

ajr

RE: Recommendations and Request for Direction

The Joint Emergency Communications Center – User Advisor Committee met on August 17th for their regular monthly meeting. The Non-Public Safety User's (NPSU) Subscriber Agreement was an item for discussion at the meeting, specifically, the user rates to be charged to NPSU. Also, the relationship between the JECSA and TAC10 was a significant topic of discussion during the meeting. As a result of our discussion and unanimous votes, the JECC – UAC respectfully makes the following recommendations to the JECSA Policy Board:

1. A Non-Public Safety User – Government, be charged a one time set-up fee of \$200.00 and a \$75.00 annual fee per device. For budgetary purposes, these rates should remain available for two years.
2. A Non-Public Safety User – Private, be charged a one time set-up fee of \$200.00 and a \$150.00 annual fee per device. These rates should be evaluated by the Policy Board on an annual basis.
3. The JECSA compensate TAC10 for all work completed at the JECC to date and expedite the execution of the TAC10 contract in order to complete the implementation of critical software packages so as to improve the delivery of public safety services in the community.

The JECC – UAC is also requesting direction from the Policy Board on the radio and equipment requests that we have and continue to receive. The JECC – UAC would like the Policy Board to develop some criteria or parameters for use by the UAC to evaluate these requests. The development of these parameters would equip the UAC to make decisions on radio and equipment requests that would meet the expectations of the Policy Board and be fiscally responsible to area taxpayers.

Thanks in advance for your prompt action on these recommendations and the request for direction. I plan to be in attendance at your August 27th meeting to answer any questions that you may have.

/ajr

EMERGENCY COMMUNICATION EQUIPMENT AND SERVICES AGREEMENT

This Emergency Communications Equipment and Services Agreement (this "Agreement") is entered into as of _____, 2010, by and between the Joint Emergency Communication Services Association of Johnson County (the "JECSA") and _____ (the "Public Safety Subscriber Agency").

BACKGROUND

A. JECSA was created by Johnson County, Iowa, the City of Iowa City, Iowa, the City of Coralville, Iowa, the City of North Liberty, Iowa, and the Johnson County Emergency Management Commission under the Joint Emergency Communications Services for Johnson County 28E Agreement for the purposes of, among other things, constructing and operating countywide emergency response and communications services.

B. The Public Safety Subscriber Agency desires to use the Radio Communications System (defined below) for emergency response and communications services.

C. JECSA is willing to provide the Public Safety Subscriber Agency with radio equipment for use on the Radio Communications System and to maintain such radio equipment.

D. JECSA and the Public Safety Subscriber Agency agree to enter into an agreement to outline the responsibilities of each party with respect to the purposes outlined in this Agreement.

NOW, THEREFORE, the parties agree as follows:

TERMS

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms used in this Agreement will have the following meanings.

"*Accessories*" means items of equipment accompanying the Mobiles and Portables. The Accessories include batteries, chargers, microphones, earpieces, swivels, clips, cases, and pagers.

"*Countywide Dispatch System*" means the countywide community law enforcement, fire, rescue, and emergency medical services dispatch service provided by JECSA.

"*Equipment*" means Accessories, Pagers, Mobiles, and Portables. JECSA alone shall determine the exclusive vendor of all Equipment.

"*Maintenance Provider*" means an authorized vendor under contract with JECSA for the performance of services. JECSA alone shall determine the authorized vendor(s).

"*Mobiles*" means the digital mobile radios that are authorized by JECSA to be used with the Radio Communications System. JECSA alone shall determine the different types of and configurations available for the Mobiles.

“*Portables*” means the digital portable radios that are authorized by JECSA to be used with the Radio Communications System.

“*Programming*” The set of programs, procedures, and logic used to direct the operation of the Radios.

“*Public Safety Subscriber Agency*” Public Safety Subscriber Agencies include governmental entities with responsibilities for public safety (such as federal, state, or local law enforcement, fire, emergency medical services) and the other entities performing the following categories of activities: medical services, rescue operations, veterinarians, persons with disabilities, disaster relief organizations, school buses, beach patrols, establishments in isolated places, communications standby facilities, and emergency repair of public communication facilities. Upon execution of an Emergency Communication Equipment and Services Agreement, the Public Safety Subscriber Agencies currently include the following departments: Johnson County Sheriff, Ambulance, and Conservation; Iowa City Police and Fire; Coralville Police and Fire; North Liberty Police and Fire; Hazmat; Hills Fire; Iowa DNR Lake McBride and Conservation; Kalona Fire and First Responders; Lisbon Fire; Lone Tree Fire; Mercy Hospital; Oxford Fire; Riverside Fire; Solon Fire; Swisher Fire; Tiffin Fire; US Army Corps of Engineers; University Heights Police; University of Iowa Department of Public Safety; University of Iowa Hospitals and Clinics, Aircare, and Mobilecare; Veterans Hospital; West Liberty Fire; Wellman Fire; and West Branch Fire. The Public Safety Subscriber Agencies shall change from time to time. The JECSA Executive Director shall maintain and distribute a current list of Public Safety Subscriber Agencies.

Comment [JS1]: The UAC has requested clarification on this section. Is it the Policy Board's intention that only listed Public Safety Subscriber Agencies be eligible to possess JECSA radios.

“*Radio Communications System*” means the JECSA public safety communications system comprised of all real and personal property, towers, buildings, and equipment, including, control stations, consoles, base stations, other equipment, towers, software, programming, logic and other related items necessary for the operation of the emergency response and communications services.

“*Radios*” means the Mobiles and Portables set forth in Exhibit A, which JECSA alone may amend from time to time, all of which have a unique JECSA identification number.

“*Talkgroup*” means a configurable, pre-programmed, voice pathway on the Radio Communications System that permits properly programmed Radios to communicate with each other. There are two types of Talkgroups. An Interoperable Talkgroup is among several different Public Safety Subscriber Agencies. An Agency Talkgroup is for use by one particular Public Safety Subscriber. A Talkgroup is used synonymously as “Channel.”

“*Users*” means a Public Safety Subscriber Agency and all its agents, employees, personnel (paid or volunteer), officers, directors, and management.

“*User Advisory Committee*” means the committee of representatives of select Public Safety Users that has no final decision making authority and provides advice to the Executive Director and Policy Board of JECSA.

2. **Term.** This Agreement will continue between JECSA and the Public Safety Subscriber Agency until the Joint Emergency Communications Services for Johnson County 28E Agreement terminates, unless an amended or substituted agreement is entered into by the members of the 28E Agreement. Upon termination, Public Safety Subscriber Agency shall return to JECSA all Equipment previously provided by JECSA to the Public Safety Subscriber Agency, subject to provisions of Section 4(c).

Comment [JS2]: In the agreements with entities other than Johnson County, Iowa City, North Liberty, Coralville, and the University of Iowa, this shall read: "This Agreement will continue between JECSA and the Subscriber Agency until either party provides 30 days advanced notice of termination."

Insofar as applicable to entities outside of Johnson County, the following sentence shall be added: "In the event the county where the Subscriber Agency is located implements its own narrowbanding solution, JECSA will have the right, upon 30 days prior written notice to the Subscriber Agency, to require that the Subscriber Agency return the Radios and Accessories in good working condition."

3. **Scope of JECSA Services.**

(a) **Access.** The Public Safety Subscriber Agency shall be included within the Countywide Common Dispatch program implemented by JECSA. JECSA will provide the necessary equipment and access the Radio Communications System. JECSA will from time to time promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. JECSA will maintain the Radio Communications System in good working order and in compliance with all applicable laws, rules, and regulations.

(b) **Priority.** JECSA shall operate the Radio Communications System to provide priority to Public Safety Subscriber Agencies. JECSA has the following order of priority for the operation of the Radio Communications System: (1) emergency ID; (2) first responder; (3) public safety, including Interoperable Talkgroups; and (4) daily operations/use.

(c) **Coverage.** JECSA does not guarantee the coverage of the Radio Communications System throughout Johnson County. The Radio Communications System was designed to provide both 95% reliability for Portables over 95% of Johnson County and a greater level of Portable coverage within the core area of Iowa City, Coralville, and the University of Iowa campus. JECSA intends to operate only seven repeater sites.

(d) **Monitor.** JECSA will have the right to monitor all Talkgroups to ensure appropriate use of the Radio Communications System.

(e) **Authentication.** Authentication is required to gain access to the Radio Communications System. JECSA sets all authentication rights and privileges.

(f) **Standards.** JECSA will follow Commission on Accreditation for Law Enforcement Agencies ("CALEA"), Commission on Fire Accreditation International ("CFAI") standards, the National Fire Protection Association's Standard 1221-Installation, Maintenance and Use of Emergency Services Communications Systems in the operation of the Radio Communications System.

(g) **No Third-Party Beneficiary.** Notwithstanding any other section of this Agreement, it is specifically agreed between JECSA and the Public Safety Subscriber Agency that this Agreement is not intended by any of the provisions to create in the public or any member thereof a third-party beneficiary or to authorize anyone not a signatory to this Agreement to maintain a suit for personal injuries or property damage pursuant to this Agreement.

4. **Equipment.**

(a) **Rights.** JECSA will provide the Public Safety Subscriber Agency with the Equipment listed on Exhibit A. JECSA shall retain ownership of the Radios. The Public Safety Subscriber Agency has no ownership interest in the Equipment. The Public Safety Subscriber Agency's only right is to possess and use the Equipment consistent with the Agreement, until such right is terminated by JECSA hereunder.

(b) **Radios are the Exclusive Communications Device.** Users may use the Radios to communicate on the Radio Communications System. Users may not use any radio or other communication device other than the Radios to communicate using the Radio Communications System. Users release and waive any and all claims to use radios or other communication devices other than the Radios on the Radio Communications System.

(c) **Warranty.** From the date on which the Public Safety Subscriber Agency begins to use the Radios for the Radios' intended purpose, the Radios are warranted by the vendor to be free from defects in material and workmanship and shall conform to the Contract specifications for a period of twenty-seven months. The warranty agreement is provided only by the vendor to JECSA.

(i) **Remedy for Breach of Warranty.** The sole and exclusive remedies under the warranty shall be dictated by the warranty agreement between the vendor and JECSA. JECSA shall provide Public Safety Subscriber Agency with necessary information regarding the procedure Public Safety Subscriber Agency must follow in order to make a claim under the warranty granted to JECSA.

(ii) **Acts Voiding Warranty.** The warranty does not cover any defect that results from (1) the User's improper storage or use, (2) installation or alternations performed by someone other than the Maintenance Providers, and (3) misuse, detrimental exposure, or accidents.

5. **Public Safety Subscriber Agency Obligations.**

(a) **Responsibility for Users.** The Public Safety Subscriber Agency shall be responsible for its Users. The Public Safety Subscriber Agency and JECSA shall be responsible to discipline Users for violations of the rules.

(b) **Permissible and Impermissible Use of Equipment.** The Public Safety Subscriber Agency may use the Equipment only for public safety communications.

(c) **Rules.** The Public Safety Subscriber Agency and its Users shall comply with JECSA's System Management Requirements and other rules set forth by Policy Board. Additionally, the Public Safety Subscriber Agency and its Users shall follow the following rules, which from time to time, may be amended by JECSA:

(i) All federal, state, and local rules and regulations, including all FCC rules and regulations, shall be adhered to at all times.

(ii) Proper FCC and JECSA radio protocol shall be followed at all times. For example, Users shall use clear text, not radio codes,

and shall defer to emergency traffic and observe transmission breaks during lengthy traffic.

(iii) No commercial, personal, or non-public-safety related business may be conducted on the Radios.

(iv) The Radio Communications System shall be used for short term business communications among the Public Safety Subscriber Agencies. Long term communications should be avoided. Frivolous use of the communications channel, idle chatter, retransmission of commercial radio or television, or activation of the channel for a purpose other than voice traffic is not permitted.

(v) Patches shall not be established to the public telephone system by anyone other than a dispatcher with authority to do so.

(vi) Profanity is not permitted on the Radio Communications System.

(d) **Damages.** The Public Safety Subscriber Agency shall be responsible for all damages, losses, costs, or expenses resulting from its or its Users' (1) negligent acts or omissions related to the Equipment, (2) misuse or abuse of the Equipment, or (3) the improper storage of the Equipment.

(e) **Confidentiality.** The Public Safety Subscriber Agency and its Users shall maintain the confidentiality of communications over the Radio Communications System to whatever extent required by law.

(f) **Reporting.** The Public Safety Subscriber Agency and its Users shall first report any errors or other concerns to the User Advisory Committee.

(g) **Future Requirements.** The Public Safety Subscriber Agency and its Users shall promptly comply with such future conditions and requirements as JECSA may hereafter prescribe. JECSA shall provide written notice of all Future Requirements.

6. Maintenance, Repairs, and Upgrades.

(a) **Maintenance and Repair Work.** JECSA will maintain and repair the Radios and Pagers. User shall return all Radios and Pagers to JECSA for maintenance. JECSA shall make arrangements with the Maintenance Providers for all maintenance and repair work.

(b) **Routine Maintenance.** JECSA shall perform and pay for routine maintenance on all Radios and Pagers. JECSA shall perform preventative system maintenance and administration in accordance with the Maintenance Provider's recommendations.

(c) **Non-Routine Maintenance.** JECSA shall perform non-routine maintenance on all Radios. In the event the non-routine maintenance or repairs resulted from damage to the Radio for which the Public Safety Subscriber Agency is

responsible for under Section 5(d), the Public Safety Subscriber Agency shall reimburse JECSA the cost for the non-routine maintenance. Otherwise, JECSA shall pay the cost of the non-routine maintenance or repairs.

(d) **Alterations or Repairs.** All Radio alterations and repairs shall be performed by JECSA or a Maintenance Provider. Unauthorized alterations or repairs may void the Radio warranty.

(e) **Upgrades and Enhancements.** JECSA shall evaluate equipment, hardware, and software replacements, updates, upgrades, and enhancements that will permit JECSA to better operate the Radio Communications System.

(f) **Programming.** JECSA has the sole and exclusive right to control Programming. The Public Safety Subscriber Agency agrees to execute any licenses or sublicenses JECSA may require with respect to the Programming.

7. **Future Radio Allocation.**

(a) **Future Purchases.** The Public Safety Subscriber Agency may submit a request to JECSA for additional or replacement Equipment. The request must first be submitted to the User Advisory Committee. The User Advisory Committee will recommend approval or denial of the request in writing to the Policy Board, who will communicate their decision in writing to the requesting Public Safety Subscriber Agency. All requests submitted before October shall be considered for the following fiscal year.

(b) **Reallocation of Equipment.** JECSA reserves the right to reallocate Equipment among the Public Safety Subscriber Agencies at any time.

(c) **Criteria.** The following criteria will be used in evaluating requests for additional radios or the reallocation of radios: (1) use of radios; (2) number of public safety personnel; (3) number of public safety vehicles and seats/positions in public safety vehicles; and (4) number of incidents.

(d) **Spares.** JECSA shall maintain a limited inventory of spare Portables.

8. **No Assumption of Liability.** Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

9. **Records.** Each party shall maintain all records associated with this Agreement, including but not limited to accounts, financial and technical records, research, or reports, for the periods required by law or, if not otherwise required by law, for the periods set forth in accordance with their respective records retention schedules.

10. **Insurance.**

(a) **Property Insurance.** The Public Safety Subscriber Agency shall purchase property insurance on a replacement cost basis for the Radios in the amounts

Comment [JS3]: This language may need to be revised to state the Public Safety Subscriber Agency shall pay for future Radios purchases.

set forth in Exhibit A.

(b) Comprehensive General Liability Insurance. The Public Safety Subscriber Agency shall purchase and maintain comprehensive general liability insurance, or similar coverage, in an amount covering no less than \$1,000,000 for each occurrence and \$2,000,000 for the aggregate. JECSA shall be listed as an additional insured on the insurance.

(c) Insurance. The Public Safety Subscriber Agency shall have the option to satisfy the insurance requirements set forth in Sections 10(a) and 10(b) of this Agreement by purchasing insurance, declaring the Public Safety Subscriber Agency is self-insured, entering into a risk-sharing agreement or non-insurance risk pool, or otherwise providing similar insurance coverage.

(d) Non-Waiver of Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Exhibit B shall be attached to the Public Safety Subscriber Agency's comprehensive general liability insurance policy or related agreement.

11. General.

(a) Entire Agreement; Termination of Other Agreements. This Agreement constitutes the entire agreement and understanding of the parties hereto concerning the subject matter hereof and from and after the date of this Agreement, this Agreement shall supersede any other prior negotiations, discussions, writings, agreements, or understandings, both written and oral, between the parties with respect to such subject matter.

(b) Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(c) Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(d) Construction. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(e) Notices. All notices to or demands upon JECSA or the Public Safety Subscriber Agency desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by United States registered or certified mail in an envelope properly stamped and addressed to the following address; or at such other address as the party may theretofore have designated by written notice to the other

party:

To

Attn.:

To Association: Joint Emergency Communication Services Association
Attn: _____
4529 Melrose Avenue
Iowa City, IA 52246

Copy to: Jeff Stone
Simmons Perrine Moyer Bergman PLC
115 Third Street SE, Suite 1200
Cedar Rapids, IA 52401-1266

The effective date of such notice will be three days after being placed in the mail as described above.

(f) Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

APPROVALS

JECSA

[Name]
[Title]

[Name]
[Title]

Date: _____

Date: _____

Exhibit A

Mobiles	Replacement Cost	Count
Front mount M7300 Mobile 700/800 MHz manufactured by Harris Corporation	\$5,354	
Split mount M7300 Mobile 700/800 MHz manufactured by Harris Corporation	\$5,474	
Dual head split mount M7300 Mobile 700/800 MHz manufactured by Harris Corporation	\$6,389	
Dual head front mount M7300 Mobile 700/800 MHz manufactured by Harris Corporation	\$6,269	
Portables		
P7270 Portable 700/800 MHz manufactured by Harris Corporation	\$4,703	

Exhibit B

1. Non-waiver of Governmental Immunity. The insurance carrier agrees and states that the purchase of the insurance policy by the insured and the naming of the Joint Emergency Communication Services Association of Johnson County as an additional insured does not waive any of the defenses of governmental immunity of either the insured or the Joint Emergency Communication Services Association of Johnson County.
2. Claims Coverage. The insurance carrier agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity.
3. Assertion of Governmental Immunity. The insured and the Joint Emergency Communication Services Association of Johnson County shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the insured or the Joint Emergency Communication Services Association of Johnson County.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the insured or the Joint Emergency Communication Services Association of Johnson County under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by either the insured or Joint Emergency Communication Services Association of Johnson County.
5. No other Change in Policy. The insurance carrier, the insured, and the Joint Emergency Communication Services Association of Johnson County agree that the above preservation of governmental immunities shall not other change or alter the coverage available under the insurance policy.

CHANGE ORDER NO. 6

PROJECT: System Purchase Contract, dated December 17, 2008
Joint Emergency Communications Services Association of
Johnson County, Iowa ("JECSA")

TO: Harris Corporation, RF Communications Division ("Harris")
221 Jefferson Ridge Parkway
Lynchburg, VA 24501

JECSA directs that the following changes be made to the System Purchase Contract:

- (1) add eight (8) mobile radios (front-mount configuration) at a cost of five thousand two hundred seventy-seven dollars and forty-six cents (\$5,277.46) each, increasing the contract price by forty-two thousand two hundred nineteen dollars and sixty-eight cents (\$42,219.68); and
- (2) add twenty six (26) portable radios at a cost of four thousand eight hundred ninety dollars and seventy-six cents (\$4,890.76) each, increasing the contract price by one hundred twenty-seven thousand one hundred fifty-nine dollars and seventy-six cents (\$127,159.76).

Total to add to contract: \$169,379.44.

Original Contract Price:	\$10,117,662.72
System Option Pricing:	<u>+\$1,696,623.01</u>
Contract Price with System Options:	\$11,814,285.73
Net change by previous change orders:	<u>+ \$877,542.99</u>
The Contract Price before this Change Order:	\$12,691,829.72
The Contract Price will be changed by this Change Order:	<u>+ \$169,379.44</u>
The new Contract Price including this Change Order:	\$12,861,208.16

The Contract Time shall not be changed.

It is hereby agreed that this change order shall not otherwise change or modify any other provision in the contract. Not valid until signed by Harris Corp. and JECSA.

Accepted by:
Harris Corp.
By:

Approved by:
JESCA
By:

Date:_____

Date:_____



DATE: August 18, 2010
TO: Joint Emergency Communications Services Association – Policy Board
FROM: Andy Rocca, Chairperson, Joint Emergency Communications Center – UAC *ajr*
RE: Radio/Equipment Recommendation

The Joint Emergency Communications Center User Advisory Committee (JECC-UAC) conducted regular meetings on July 20th and August 17th. During the course of these meetings, the JECC-UAC reviewed a number of radio and equipment requests from area public safety agencies. The following is a summary of those requests:

Hills FD	Add 5 portable radios
Jefferson-Monroe FD	Exchange 3 mobile radios for 3 portable radios
Johnson County Sheriff	Add 3 mobile radios and 2 portable radios
UI PD	Add 1 mobile radio
Iowa City FD	Add 2 mobile radios and 6 portable radios
Iowa City PD	Add 1 mobile radio and 6 portable radios
North Liberty PD	Add 1 mobile radio
Johnson County Conservation Board	Add 1 mobile radio and 1 portable radio
Johnson County Medical Examiner	Add 1 mobile radio and 2 portable radios
Lake MacBride State Park	Add 1 mobile radio and 1 portable radio
Coralville Fire Department	Add 8 pagers

The approximate total cost of these radios and pagers is \$175,000.00. The JECC-UAC recommends the allocation of the above-referenced radios to the requesting agencies based on their operational needs and expanded service levels.

Thanks in advance for your consideration of the JECC-UAC recommendation.

/ajr