



Document#: 2009-04501

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Date:  
07/14/2009 @ 01:17 PM

Document Type:  
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Cynthia S. Gray - Muscatine County Recorder  
414 E 3rd St. Muscatine, IA 52761

**Recorder's Cover Sheet**  
**TITLE OF DOCUMENT:**

AMENDED AND RESTATED ARTICLES OF AGREEMENT

**Preparer information:**

(name, address, phone number)  
Muscatine County Administration  
414 E 3rd St,  
Muscatine, IA 52761

**Taxpayer Information:**

(name, address)

N/A

**Return Address:**

(name, address)  
Muscatine County Administration  
414 E 3rd St,  
Muscatine, IA 52761

**Grantor(s):**

**Grantee(s):**

Muscatine County Joint  
Communications Commission

**Legal description:**

(or page number location)

## AMENDED AND RESTATED ARTICLES OF AGREEMENT

### MUSCATINE COUNTY JOINT COMMUNICATIONS COMMISSION

The following Articles of Agreement shall establish and govern the creation and operation of the Muscatine County Joint Communications Commission.

#### ARTICLE I NAME

**Section 1.** Name. The official name of this organization shall be the Muscatine County Joint Communications Commission.

#### ARTICLE II LEGAL STATUS

**Section 1.** The Commission shall be a voluntary joint undertaking of the County of Muscatine and the City of Muscatine located in Muscatine County, Iowa, pursuant to Chapter 28E of the Code of Iowa (2009).

**Section 2.** It is the intent of the parties hereto that the Commission created by this agreement shall be a separate legal entity.

#### ARTICLE III COMMENCEMENT OF OPERATIONS

**Section 1.** The Commission shall commence existence upon the approval of this agreement by the parties hereto, and its recording with the County Recorder of Muscatine County, Iowa and the office of the Secretary of the State of Iowa, all as required by law.

#### ARTICLE IV DURATION

**Section 1.** The duration and existence of this Commission shall be perpetual, unless terminated or dissolved as provided in this agreement.

#### ARTICLE V PURPOSE

**Section 1.** The Commission shall provide to all residents of Muscatine County, Iowa law enforcement, fire and other emergency communication services, and establish an efficient, centralized communications system designed to enhance the protection of persons and property within the county. The area served shall include property and persons both within and without corporate boundaries of cities within Muscatine County.

#### ARTICLE VI POWERS AND DUTIES

**Section 1.** Powers. This Commission shall have the power to do all things necessary to carry out the purposes set forth herein, insofar as the same is not in conflict with any of the existing laws within the State of Iowa.

**Section 2.** Duties of the Commission.

- a. The Commission shall provide the members thereof with emergency communications services in the areas of law enforcement, fire, civil defense/disaster, and other emergency services, in consideration of funds received from local tax dollars, or the applications of grants of funds as may become available

from any federal or state agency now created or hereinafter created offering assistance in the area.

- b. The Commission shall adopt such policies and procedures as are necessary for the proper operation of the Commission, and shall provide all members with copies of said policies and procedures.

**ARTICLE VII FINANCING**

**Section 1.** In the performance of its duties, the Commission shall be financed by the supplemental general county services levy pursuant to Iowa Code Section 331.424.1(j) for the maintenance and operation of a local emergency management agency established pursuant to Iowa Code Chapter 29C. The Commission may cooperate with, contract with and accept and expend funds from federal, state, or local associations, public or semi-public, or private individuals or corporations, and may carry out other cooperative undertakings and contracts, so long as the same are consistent with the purposes of the Commission.

**Section 2.** Muscatine County shall provide the following ministerial services to the Commission: payroll and benefits administration; accounts receivable; and accounts payable. These services shall be considered a donation to the Commission by Muscatine County, the value of which services shall not be 'set off' against the financial obligation of the County under this agreement.

**Section 3.** The Commission may enter into all necessary contracts and make expenditures as they deem in the best interest of its members, jointly and severally, and to carry out the purposes and duties as set forth in this agreement.

**Section 4.** The Commission shall submit a proposed annual budget, and any proposed amendment thereto, to both the City Council and the County Board of Supervisors for review and approval, which approval shall be certified to the Commission within one month after receipt of the Amendment.

**ARTICLE VIII MEMBERSHIP**

**Section 1.** The members of the Commission shall consist of Muscatine County, Iowa and the City of Muscatine, Iowa.

**Section 2.** Members – Method of Joining.

- a. Each member shall pass a resolution approving these Articles of Agreement and announcing its intent to become a member of the Commission.

**Section 3.** Member - Representation. 2 representatives shall be appointed by each member of the Commission, and shall continue in office until such time as the secretary of the Commission has received a resolution which appoints a new representative.

**Section 4.** Duration of Membership. A member of the Commission shall continue its membership until such time as (a) the member terminates its membership herein, as hereinafter provided or (b) this Commission is dissolved, as hereinafter provided.

**Section 5.** Membership – Termination. A member of the Commission may withdraw from the Commission in the following manner:

- a. Withdrawal from the Commission may be accomplished only by the adoption of a resolution by the governing body of the member.
- b. The withdrawal of a member from the Commission shall be effective upon receipt by the Chair of the Commission of a certified copy of said resolution.
- c. Termination of membership as above set forth shall not relieve the withdrawing member of the obligation for payment of its share of expenditures previously authorized by the Commission for the balance of the fiscal year in which the withdrawal occurred.

**ARTICLE IX OFFICERS, MEETINGS, EMPLOYEES AND VOTING.**

**Section 1.** Officers. The Commission shall elect a Chair and Vice Chair immediately upon the adoption of this agreement, to serve for the balance of the calendar year. Thereafter, a Chair and Vice Chair shall be elected at the first Commission meeting of each calendar year. The Chair and Vice-Chair shall not be representatives of the same member; the Chair shall alternate annually between representatives of each member.

**Section 2.** Secretary. The Commission shall appoint a secretary at the first Commission meeting of each calendar year.

**Section 3.** Meetings. The Commission shall meet not less than twice each year and at times as the Chair and /or Vice Chairman shall call such meetings of this Commission.

**Section 4.** Employees. The Commission may employ only the number of employees and staff that are specifically authorized by the members.

**Section 5.** Voting. Each member of the Commission shall have the right to vote on Commission business. Each member shall have two votes, one vote for each of its appointed representatives. A vote may only be cast by a duly appointed representative.

**ARTICLE X DISPATCH CENTER AND EQUIPMENT**

**Section 1.** Dispatch Center. The Dispatch Center shall be in a designated room in the City of Muscatine Public Safety Building located at 312 East Fifth Street in Muscatine, Iowa. These premises, together with utility costs associated therewith, shall be considered a donation to the Commission by the City of Muscatine, the value of which services shall not be 'set off' against the financial obligation of the City under this agreement.

**Section 2.** Equipment. The Muscatine County Joint Communications Commission will be responsible for the purchase and maintenance of the following items used in the dispatch center: office supplies and equipment, all console control stations, HVAC equipment that is located in the dispatch center, all console furniture, all radio and telephone recording equipment, fax machine and shredder; base station radio systems including antennas and coax for the communications channels of Law Enforcement Mutual Aid, Statewide Fire Mutual Aid, Point to Point, and State LEA. The Muscatine Police and Fire Departments are responsible for the purchase and maintenance of all handheld, mobile, and base station units and their associated antenna systems on 800 MHZ digital for police and fire operations, and their additional

TAC frequencies. The Muscatine County Sheriff's Department is responsible for the purchase and maintenance of all handheld, mobile and base station units and their associated antenna systems on Sheriff's Department operations, Information Channel, Muscatine County Fire, and MCSO2 DVP frequency. The City of Muscatine will retain ownership, control, and maintenance responsibilities of the communications tower located at the Public Safety Building. The Muscatine County Sheriff's Department will retain ownership, control, and maintenance responsibilities over the communications tower located at the former County Home facility on Houser Street.

#### ARTICLE XI POLICIES AND PROCEDURES

**Section 1.** The Commission shall adopt policies and procedures for the operation of the Commission and the transaction of business.

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

**Section 3.** Policies and procedures so adopted may be repealed, amended or modified by the Commission.

#### ARTICLE XII MANAGEMENT CONTROL

**Section 1.** Directing Board. The Directing Board shall consist of the Muscatine County Sheriff, The Muscatine City Police Chief, and the Muscatine County Civil Defense Director. The Chair of the Directing Board shall rotate among the three members on an annual basis; Sheriff to Police Chief, to Civil Defense Director.

**Section 2.** Purpose and Authority. The Directing Board shall assume management control of the operations of the Joint Dispatching functions in order to carry out the purpose of this agreement. The Directing Board shall have the authority to set and enforce 1) priorities; 2) standards for the selection, supervision, and termination of personnel; and 3) policy governing the operation of computers, circuits and telecommunications terminals used to process, store, or transmit criminal history information. Management control includes, but is not limited to, the supervision of equipment, systems design, programming, and operating procedures necessary for the development and implementation of the computerized criminal history program.

**Section 3.** Withdrawal for purposes of IOWA System. If, in the opinion of the Sheriff or the Chief of Police, it becomes necessary for that law enforcement agency to withdraw from participation in the Commission in order to continue access to the IOWA System, such withdrawal may be accomplished by the delivery of written notice thereof to the Chair of the Commission and the other members of the Directing Board. To the extent allowed by the Iowa Public Safety Commissioner, such withdrawal may be limited to the access to computerized criminal history as accessed through the IOWA System.

#### ARTICLE XIII- DISSOLUTION

**Section 1.** In the event one of the members withdraws from the Commission, the Commission shall be considered dissolved.

**Section 2.** Upon dissolution of the Commission, the equipment originally contributed by a member shall be returned to that member. Any equipment purchased by the Commission shall be appraised and distributed to the members in order that the

members can re-establish its own communication system, such distribution, to the extent possible, being 45% in value to the City of Muscatine and 55% in value to the County of Muscatine for equipment purchased after April 28, 2004 and before July 1, 2009. Equipment purchased after June 30, 2009, shall be appraised and distributed, to the extent possible, equally to the members. In the event the distribution of the equipment purchased by the Commission results in a member receiving equipment in value exceeding its allocated percentage, that member shall make payment to the other member in the amount which results in the members receiving the allocated value.

**ARTICLE XIV - AMENDMENTS.**

**Section 1.** This Joint Agreement may be amended at any regular meeting or at a special meeting of the Commission called for the purpose of amending the Joint Agreement, provided the proposed amendment in written form is delivered to all the representatives not less than one month prior to the date of the regular meeting or special meeting, upon a unanimous vote of the representatives. The Amendment approved by vote of the representatives shall be submitted to all the Members for review and approval by a vote of the governing body of each member, which approval shall be certified to the Commission within one month after receipt of the Amendment.

MUSCATINE COUNTY

Wayne Shoultz  
Wayne Shoultz, Chair  
Muscatine County  
Board of Supervisors  
Date: 6/15/09



Attest:

Leslie A. Soule  
Leslie Soule, County Auditor  
Date: 6/15/09



CITY OF MUSCATINE

Richard W. O'Brien  
Richard W. O'Brien, Mayor  
Date: June 4, 2009

A. J. Johnson  
A. J. Johnson, City Clerk  
Date: June 4, 2009

STATE OF IOWA, MUSCATINE COUNTY, SS:

On this 15<sup>th</sup> day of June, 2009, before the undersigned Notary Public personally appeared Wayne Shoultz and Leslie Soule, to me personally known, and who being by me duly sworn, did say that they are the Chairman of the Board of Supervisors and County Auditor, respectively, of the County of Muscatine, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board

of Supervisors, as contained in Resolution No. N/A adopted by the Board of Supervisors under Roll Call No. N/A of the Board of Supervisors on the \_\_\_ day of \_\_\_\_\_, 2009, and that Wayne Shoultz and Leslie Soule acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Sarah Downey  
Notary Public in and  
for the State of Iowa

STATE OF IOWA, MUSCATINE COUNTY, SS:

On this 4th day of June, 2009, before the undersigned Notary Public personally appeared Richard W. O'Brien and A. J. Johnson, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Muscatine, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Document No. 90848-0609 adopted by the City Council under Roll Call No. 20577 on the 4th day of June, 2009, and that Richard W. O'Brien and A. J. Johnson acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Fran Donelson  
Notary Public in and  
for the State of Iowa

Approved:

SHERIFF OF MUSCATINE COUNTY

David White  
David White  
Date: 05-22-09

Approved:

CITY OF MUSCATINE  
CHIEF OF POLICE

Gary Coderoni  
Gary Coderoni  
Date: 6/22/09

**28E AGREEMENT FOR THE  
MUSCATINE COUNTY JOINT COMMUNICATIONS CENTER**

This 28E AGREEMENT FOR THE MUSCATINE COUNTY JOINT COMMUNICATIONS CENTER (this "Agreement") dated \_\_\_\_\_, 2014 is made and entered into by and between the City of Muscatine, Iowa (the "City") and Muscatine County, Iowa (the "County"), effective as hereinafter provided.

**ARTICLE I        NAME**

The official name of the legal entity created pursuant to this Agreement is the Muscatine County Joint Communications Center ("MUSCOM").

**ARTICLE II       LEGAL STATUS**

MUSCOM is a joint undertaking of the County and the City pursuant to Chapter 28E of the Code of Iowa (2013). It is the intent of the parties that MUSCOM shall be a separate legal entity.

**ARTICLE III      EFFECTIVE DATE**

This Agreement shall be effective upon completion of all of the following: (i) the approval of this Agreement by the City, (ii) the approval of this Agreement by the County, (iii) the recording of this Agreement with the Recorder for the County, and (iv) the recording of this Agreement with the office of the Secretary of the State of Iowa.

**ARTICLE IV      DURATION**

This Agreement shall be perpetual unless otherwise terminated or dissolved as provided in this Agreement. This Agreement shall be reviewed by the parties for accuracy and completeness every five (5) years.

**ARTICLE V        PURPOSE**

The purpose of this Agreement is (a) to provide emergency communication services (the "Services") to all incorporated and unincorporated areas within the County and any other area deemed necessary and (b) to establish an efficient, centralized, standardized and interoperable communications system designed to meet currently accepted and recommended national emergency communication services standards. The Services shall include the following: (i) law enforcement, (ii) fire suppression, (iii) emergency medical service, (iv) public safety, (v) service and welfare and (vi) other emergency communication services as deemed necessary.

**ARTICLE VI       POWERS**

MUSCOM shall have the power to do all things necessary to carry out the purposes set forth in this Agreement insofar as the same is not in conflict with any of the existing laws of the State of Iowa.



**ARTICLE VII FINANCING**

MUSCOM shall be wholly financed by the County general supplemental levy pursuant to Iowa Code Section 331.424(1)(a)(9) for the maintenance and operation of a local emergency management agency established pursuant to Iowa Code Chapter 29C. MUSCOM may cooperate with, contract with and accept and expend funds from federal, state, or local associations, public or semi-public, or private individuals or corporations, and may carry out other cooperative undertakings and contracts, so long as the same are consistent with the purposes of MUSCOM as set forth in this Agreement. The County shall provide payroll and benefits administration, accounts receivable, and accounts payable services to MUSCOM.

**ARTICLE VIII MUSCOM USER GROUP**

**Section 1. Members.** The MUSCOM User Group (the "MUSCOM User Group") shall consist of one (1) representative from each of the following: (a) the County Sheriff's Department, (b) Muscatine Emergency Management Office, (c) the City Police Department, (d) the City Fire Department, (e) the City of Wilton Police Department, (f) the City of West Liberty Police Department, and (g) the rural fire departments located in the County, collectively, which shall include the Cities of Fruitland, Wilton, West Liberty, Nichols, Conesville, Montpelier and Atalissa.

**Section 2. Officers.** The MUSCOM User Group shall elect a Chairman, Vice Chairman and Secretary immediately upon the adoption of this Agreement to serve for the balance of the calendar year. Thereafter, a Chairman, Vice Chairman and Secretary shall be elected at the first meeting of the MUSCOM User Group each year.

**Section 3. Meetings.** The MUSCOM User Group shall meet not less than one time each quarter and at such times as the Chairman and/or Vice Chairman shall call such meetings. The MUSCOM User Group shall keep minutes of all public hearings and meetings. The MUSCOM User Group minutes shall be subject to Iowa Code Chapter 22, *Examination of Public Records (Open Records)*.

**Section 4. Voting.** Each member of the MUSCOM User Group shall have the right to vote on MUSCOM business. Each member shall have one vote. A vote may only be cast by a duly appointed representative.

**Section 5. Budget.** The MUSCOM User Group shall submit a proposed annual budget for MUSCOM to the County Board of Supervisors on or before December 15th of each year to be included as part of the County budget, which County Budget is certified on or before March 15th of each year. Any proposed amendment to the annual budget for MUSCOM shall be provided to the County Administration Office to be included, if necessary, as part of amendments to the County budget.

**Section 6. Member Withdraw.** Any member of the MUSCOM User Group may withdraw from the MUSCOM User Group by providing written notice to the Chairman of the MUSCOM User Group.

**ARTICLE IX DISPATCH CENTER AND EQUIPMENT**

**Section 1. Dispatch Center.** The MUSCOM dispatch center (the “Dispatch Center”) shall be in a designated area within the City of Muscatine Public Safety Building located at 312 East Fifth Street, Muscatine, Iowa. The use of the Dispatch Center, together with utility costs associated therewith, shall be considered a donation to MUSCOM by the City.

**Section 2. Equipment.**

- (a) Dispatch Center Equipment. MUSCOM shall be responsible for the purchase and maintenance of the following items used at the Dispatch Center (collectively, the “Equipment”): (i) office supplies and equipment, (ii) all console control stations, (iii) any equipment, hardware or software associated with 911 communications, (iv) HVAC equipment, (v) all console furniture, and (vi) all radio and telephone recording equipment and systems.
  
- (b) Communications Equipment. MUSCOM shall be responsible for the purchase and maintenance of any and all equipment related to communication (“Communications Equipment”) from the Dispatch Center to any and all approved End-Users (as hereinafter defined) to include, but not limited to, the following: (i) communications infrastructure, (ii) frequencies and licenses, (iii) tower sites and related equipment, (iv) internet connectivity, (v) mobile data terminals, (vi) mobile radios, (vii) portable radios, (viii) paging systems and equipment. The term “End-Users” shall include, but is not limited to, the following emergency service personnel: law enforcement, fire, emergency medical, public safety, service and welfare. All Communications Equipment will be issued to and from MUSCOM to the End-User. Each End-User shall sign an End-User Agreement that will identify the specific requirements of being an End-User for MUSCOM. All service and service related contracts will be entered into by MUSCOM. All End-Users will receive appropriate and updated education and training with regard to the use and management of any Communications Equipment issued to the End-User. No End-User will be responsible for the purchase, maintenance and upgrade of any Communications Equipment-related hardware or software. End-Users will be responsible for the purchase of approved mounting hardware for

mobile radios and data terminals for their respective unique vehicles and applications. MUSCOM will not be responsible for the installation, repair or replacement of emergency lighting or vehicle video recording systems. Such items must meet the Communications Equipment manufacturer's specifications. All Communications Equipment purchased by MUSCOM on and after the date of this Agreement is the property of MUSCOM.

#### **ARTICLE X POLICIES AND PROCEDURES**

The MUSCOM User Group shall adopt policies and procedures for the operation of MUSCOM and the transaction of business. Such policies and procedures: (i) shall comply with all Commission on Accreditation for Law Enforcement Agencies (CALEA) Law Enforcement standards and (ii) may be repealed, amended or modified by the MUSCOM User Group.

**Commented [SP1]:** There is an agreement with the Commission that all policies developed for MUSCOM will comply with CALEA standards that apply to communications (Chapter 81). This needs to be included in any new agreements.

#### **ARTICLE XI MANAGEMENT CONTROL**

**Section 1. Directing Board.** The MUSCOM directing board (the "Directing Board") shall consist of the County Sheriff, the City Police Chief, and the County Emergency Manager.

**Section 2. Purpose.** The Directing Board shall assume management control ("Management Control") of the operations of MUSCOM functions in order to carry out the purpose of this Agreement. Management Control shall include, but shall not be limited to, the following: (a) the supervision of the Equipment and Communications Equipment, (b) communications systems design, (c) recommendation on implementation of P25 Phase I/Phase II standards to be used, and (d) computer aided-design ("CAD") and CAD programming and operating procedures necessary for the development and implementation of the computerized criminal history program.

**Section 3. Authority.** The Directing Board shall have the authority to (a) adopt and enforce MUSCOM priorities, (b) adopt standards for the selection, supervision, and termination of MUSCOM staff, and (c) adopt policies governing the operation of computers, circuits and telecommunications terminals used to process, store, or transmit criminal history information.

**Commented [MM2]:** May want to list specific priorities

**Section 4. Contracts.** The County Emergency Manager shall be authorized to enter into contracts as approved by the MUSCOM User Group.

**Section 5. Integration.** The Directing Board shall be solely responsible for decisions relating to the integration of or the collaboration with other emergency communications systems as they become available locally or regionally, provided, however, that neither the Directing Board nor the MUSCOM User Group shall make decisions as to the combining with other public safety access points ("PSAPs") or the dissolution of the MUSCOM PSAP without the full cooperation of the County Board of Supervisors.

**Section 6. Staff.** Direct supervision of MUSCOM staff shall be the responsibility of the County Emergency Manager.

**ARTICLE XIII TERMINATION AND DISSOLUTION**

In the event that a party to this Agreement shall desire to terminate this Agreement, a written notice of termination shall be completed and delivered to the other party by hand delivery or certified mail not less than ~~sixty-ninety (6090)~~ days prior to December 30<sup>th</sup>. Such termination shall be become effective until January 1<sup>st</sup>. In the event of such termination, or in the event that MUSCOM combines with another agency or is eliminated, MUSCOM shall be considered dissolved and (a) ~~all any~~ financial assets and ~~physical assets~~ held by MUSCOM shall be distributed and/or liquidated in a manner prescribed by the MUSCOM User Group prior to the dissolution of MUSCOM, and (b) any physical assets held by MUSCOM, including but not limited the Equipment and Communications Equipment, shall be distributed to the agency for which such physical assets were acquired, or, in the event of any conflict between the parties regarding the distribution of such physical assets, as otherwise prescribed by the MUSCOM User Group, prior to the dissolution of MUSCOM.

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MUSCATINE COUNTY, IOWA

\_\_\_\_\_  
Robert E. Howard, Chair  
Board of Supervisors

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Leslie Soule, County Auditor

CITY OF MUSCATINE, IOWA

\_\_\_\_\_  
DeWayne Hopkins, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Gregg Mandsager, City Administrator

**Intergovernmental Agreement**  
**Between Scott County, Iowa, City of Davenport, City of Bettendorf,**  
**Davenport Hospital Ambulance Corporation d/b/a MEDIC EMS**  
**and the Emergency Management Agency**  
**For the Scott Emergency Communication Center**

The articles of agreement are made and entered into this 12 day of DECEMBER 2007, by and between Scott County, Iowa (hereinafter County), City of Davenport, Iowa (hereinafter Davenport), City of Bettendorf (hereinafter Bettendorf), Davenport Hospital Ambulance Corporation d/b/a MEDIC EMS (hereinafter MEDIC) and the Emergency Management Agency (hereinafter EMA) as indicated by the actions of their respective governing bodies.

WHEREAS, the parties believe the creation of a separate entity entitled the Scott Emergency Communications Center, hereinafter SECC, established for the purpose of providing public safety dispatch and communication services for all participating public safety answering points (PSAP) will improve services to the citizens of Scott County, Iowa;

WHEREAS, the parties believe SECC will reduce overall costs to the individual agencies by reducing management costs, reducing employment competition, providing more flexible and efficient use of staff, and provide for more efficient use of technology;

WHEREAS, the parties believe SECC will promote consistent standard operating procedures (SOP) and will maintain or improve efficiencies in response times;

WHEREAS, the parties believe costs can be reduced by the joint purchase of radios and equipment by SECC and achieve interoperability for the members and all public safety and local governments located in Scott County;

WHEREAS, the parties have the authority to enter into this agreement and provide for a funding source pursuant to Iowa Code Chapters 28E and 29C (2007) as amended;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Board of Directors:** The governing board, hereinafter Board of Directors, of SECC shall be composed of the following representatives:
  - a. Chairperson, Scott County Board of Supervisors
  - b. Mayor, City of Davenport
  - c. Mayor, City of Bettendorf
  - d. A Mayor representing cities located in Scott County. This Mayor shall be chosen by the Chairperson of the Scott County Board of Supervisors by polling the Scott County Mayors (excluding Davenport and Bettendorf) to serve a four year term, after which time every four years a new poll will be done following the November municipal election to select which city's mayor will serve on the Board for a term beginning in the following January.
  - e. Chairperson of the MEDIC EMS Board
  - f. The Administrators of Scott County, City of Davenport, City of Bettendorf and MEDIC Executive Director shall serve as ex-officio non-voting members of the SECC Board of Directors.

The Board of Directors shall elect its officers from its voting membership, at the first regular meeting of the calendar year. The officers of the Board of Directors shall consist of a chairperson, vice-chairperson and secretary/treasurer. The term of office shall be one year. All members serve without compensation.

2. **Powers and Duties:** The general duties of the Board of Directors include the following:

- a. Any powers and authority granted to SECC by Iowa Code Chapter 28E;
- b. To appoint and supervise a SECC Director upon the vote of four members and to authorize the Director to employ such assistants and staff as may be necessary for the proper operation and management of the SECC. All employees shall be employees of SECC and not any party of this agreement. The County shall provide all administrative support functions required by the Director including human resources, legal, facility and support services, information technology, accounting and payroll;
- c. To review and approve such rules, regulations, policies and standard operating procedures (SOP) as established by the Director for the purposes of managing the SECC, except that if the Board does not adopt a specific policy the County's General Policies and Human Resources Manual shall apply.
- d. To act as oversight and hear any appeals of decisions made by the Director;
- e. To authorize the acquisition, holding, disposal of, and leasing such real and personal property it deems necessary to carry out the terms of this agreement. The location and design of any building should be suitable to serve all public safety answering points (PSAPs) and to house the necessary equipment and staff to provide the services as set forth in this agreement;
- f. To enter into contracts or agreements on behalf of SECC;
- g. To approve an annual operating and capital budget by December 1<sup>st</sup> of each year for the fiscal year beginning the next July 1<sup>st</sup>
- h. To accept, receive and administer grants or other funds or gifts for purposes of carrying out the functions of this agreement; and to review and approve the expenditure of all funds budgeted;
- i. To approve and adopt bylaws for its operation and the operation of the Technical Advisory Committee not inconsistent with this agreement;



- j. To perform other duties as are relevant to the functions of this agreement.

3. **Meetings:** There shall be no less than four regular meetings per year and the Board of Directors shall meet at a time and place conducive to public meetings and comply with the state open meetings law. Special meetings may be called at other times. The chairperson may call special meetings as deemed necessary, and is obligated to do so upon the request of two or more members. A quorum of the Board of Directors shall be three voting members. A majority of the members present and voting shall be necessary for the passage of any action. The officers of the Board of Directors shall vote as members of the Board. Meetings shall be governed by Roberts Rules of Order, Revised unless otherwise stated in the bylaws.
  
4. **Technical Advisory Committee:** The Board of Directors shall create a Technical Advisory Committee to provide guidance and advice to the Board of Directors and SECC Director. The Technical Advisory Committee shall consist of the Davenport Police Chief, the Davenport Fire Chief, the Bettendorf Police Chief, the Bettendorf Fire Chief, the Scott County Sheriff, a MEDIC EMS representative, the Scott County EMS-Physicians Advisory Board Medical Director, an outlying police agency representative, a volunteer fire department representative, and a volunteer ambulance representative or their designees. The Technical Advisory Committee shall assist the SECC Director in developing the SOP. The SOP shall contain the standard operating procedures of the SECC and govern its conduct. If a conflict exists between the SOP and any federal, state or local law, bylaw or collective bargaining agreement the latter shall govern. The Technical Advisory Committee shall utilize the expertise of all the members' IT Directors, County GIS Coordinator, and Public Works/Secondary Roads Directors along with other community stakeholders in developing any SOP or purchases that affect their operations or in which they may provide professional guidance.

**5. Financial Matters:**

- a. The SECC fiscal year shall be from July 1<sup>st</sup> to June 30<sup>th</sup> each year.  
The financial accounts shall be audited as required by state law.
- b. The Board of Directors shall transmit its budget to the EMA Board who without modification will include in its budget transmitted to County Board of Supervisors no later than December 1st, which shall include amounts sufficient to pay all principal and interest on Davenport's Bonds. The Board of Supervisors shall approve a countywide special levy pursuant to Iowa Code Section 331.424(1)(j) and Chapter 29C to fund said budget for the next fiscal year as part of its annual budget adoption.
- c. The City of Davenport will issue its General Obligation Bonds, in such amount and at such time as may be requested by the Board of Directors unless the sale of such bonds would cause Davenport to exceed its bonding capacity or otherwise interfere with its capital improvement program, in order to finance the acquisition of equipment and construction and furnishing of buildings to house SECC and EMA services and equipment including but not limited to public safety radios, vehicle communication devices, and the like as recommended in the 2007 radio study, provided that, before such Bonds are issued, the County Board of Supervisors has made provision for the levy of the special countywide property tax levy referred to in paragraph (b) above. It is the intent of this Agreement that the principal and interest on Davenport's Bonds will be paid solely and only from the special countywide tax levy. To the extent that, in any given year, there are not sufficient revenues from such levy to pay that year's principal of and interest on the Davenport's Bonds, the County Board of Supervisors will provide such amounts as necessary from other County resources.

- d. All personnel, equipment, maintenance and replacement of equipment provided, and operating costs of the SECC shall be budgeted and paid for through the countywide special levy or grants.
- e. Costs related to the construction and equipment of the backup center in the Scott County Courthouse shall be reimbursed to the City of Davenport over 10 years with no interest.
- f. The Board of Directors shall acquire such insurance as it deems appropriate in consideration of insurance market conditions and the SECC activities and potential liabilities.

**6. Initial Implementation:**

- a. The parties acknowledge that there are currently four public safety answering points (PSAP) in Scott County: Scott County, Davenport, Bettendorf, and MEDIC EMS.
- b. All parties to this agreement have indicated by their participation that they are a member of the SECC, thus not requiring a separate letter of intent.
- c. The members agree that the MEDIC EMS' PSAP (MED-COM) will co-locate at SECC and within thirty months following the opening of SECC the feasibility of full consolidation between MED-COM and SECC shall be mutually determined. Should there be full consolidation, transition of current MEDIC EMS employees will be guided by similar principles established in paragraph 6(d).
- d. All Communication Clerks employed by Davenport, Lead Communication/Computer Specialist and Communication/Computer Specialists employed by Bettendorf and all Public Safety Dispatch Supervisors, Lead Public Safety Dispatchers and Public Safety Dispatchers employed by Scott County will be offered employment at their current rate of pay with the SECC. Additionally their original employment dates with their prior employers and sick and vacation leave banks along with their current accrual rates shall be transferred to SECC. The employees will be provided with the SECC policies

affecting employment including seniority along with the notice given at least 30 days in advance that their employment with Davenport, Bettendorf or Scott County will cease on a specific date and they have 30 days to notify the SECC director of their intent to accept employment with SECC.

- e. All decisions by the SECC Board of Directors, Technical Advisory Committee, and SECC Director shall be guided by the 2006 Consolidation Study and 2007 Radio Study in the development of the new Scott Emergency Communication Center (SECC).

7. Duration and Termination:

- a. This agreement shall become effective upon ratification of all parties hereto.
- b. Any proposed amendments to this agreement shall be provided in writing and approved by resolution of the member's board or council prior to adoption by the Board of Directors. Any amendment must receive a majority vote of the entire Board to be adopted.
- c. This agreement shall remain effective until such time as all principal and interest on Davenport's bonds are repaid, at which time any party may withdraw from participation by giving 180 days notice that the party's governing body has passed a resolution indicating its intent to withdraw. The withdrawing party shall be deemed to have forfeited any rights to any share of the value of assets/property including any software licenses acquired by the SECC. Should all the parties mutually agree to terminate this agreement the property and assets shall become property of the County, after any and all claims against the SECC have been satisfied. The County shall be liable for any and all debts and liabilities, determined and undetermined, attributable to SECC not satisfied at the time of termination.
- d. If any provision of this agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions or application of this agreement which can be

given effect without invalid provisions or application and to this end the provisions of this agreement are declared to be severable.

- e. This agreement shall be controlled by and construed and interpreted under the laws of the state of Iowa.

**SCOTT COUNTY, IOWA**

**CITY OF DAVENPORT, IOWA**

By: James V. Hancock  
James V. Hancock, Chairperson

By: Edwin G. Winborn  
Edwin G. Winborn, Mayor

Attest: Karen Fitzsimmons  
Karen Fitzsimmons, County Auditor  
Mark Scholich Deputy Auditor

Attest: Jackie E. Holecek  
Jackie E. Holecek, Deputy City Clerk

**CITY OF BETTENDORF, IOWA**

**DAVENPORT HOSPITAL  
AMBULANCE CORPORATION  
d/b/a MEDIC EMS**

By: Michael J. Freemire  
Michael J. Freemire, Mayor

By: Jerry L. McCormick  
Jerry McCormick, Board President

Attest: Decker P. Ploehn  
Decker P. Ploehn, City Clerk

Attest: Susan Beswick  
Susan Beswick, Board Secretary

**EMERGENCY MANAGEMENT COMMISSION**

By: Gerry Voelliger  
Gerry Voelliger, Chairperson

Attest: Ross E. Bergen  
Ross Bergen, EMA Coordinator



## Scott Emergency Communications Center

### Technical Advisory Committee

#### By-Laws Amended 2/19/14

#### 1.0 Purpose:

The Scott Emergency Communications Center (SECC) Technical Advisory Committee (TAC) shall provide guidance and advice to the SECC Board of Directors and the SECC Director.

#### 2.0 Committee Membership

The SECC Technical Advisory Committee shall be made up of the following representatives (or their designee):

Bettendorf Police Chief  
Bettendorf Fire Chief  
Davenport Police Chief  
Davenport Fire Chief  
Scott County Sheriff  
Medic EMS Executive Director  
Scott County EMS-Physicians Advisory Board Medical Director  
Outlying Police Agency Representative  
Volunteer Fire Department Representative  
Outlying Ambulance Representative  
Scott County Conservation Executive Director

#### 3.0 Officers and Term of Office

The SECC Technical Advisory Committee members shall elect a Chairperson (if necessary) and Vice-Chairperson at the first meeting of the calendar year. The Chairperson shall preside at all meetings. The Vice-Chairperson shall act in the capacity of the Chairperson in the absence of the Chairperson. The Vice-Chair shall be considered the Chair-elect and shall move into the Chair position after completing a calendar year term as Vice-Chair. The officers shall serve for a



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WEB SITE <http://www.secc911.org>

period of one year in each position, a total of two years for each appointment period (first year as Vice-Chair, second year as Chair) unless elected mid-term due to a resignation or retirement. The Chair and Vice-Chair positions will be nominated and elected from the TAC membership. Officers on the SECC Technical Advisory Committee shall not be employed by the same community.

#### **4.0 Duties**

The Committee shall prepare, review and recommend standard operating procedures for SECC dispatching or other duties as may be directed by the SECC Board. The Committee may appoint a subcommittee from time to time to work on a specific issue and report back to the committee. The subcommittee must contain at least two members of the full committee.

#### **5.0 Meetings**

Technical Advisory meetings will be held once per month. Meetings will be held at SECC. Special meetings may be called by the Chairperson or SECC Director. The SECC Director or designee shall serve as Staff to the Committee assuring the preparation of the Agenda and reports. Staff shall assure the upcoming agenda is distributed by e-mail at least 48 hours prior to the scheduled meeting. Minutes for all meetings will be recorded by the SECC Administrative Assistant.

The quorum for a meeting shall consist of simple majority of the membership. The quorum for special meetings requires a two-thirds majority. Without a quorum, no business will be transacted and no official action on any other matter will take place.

Voting will be by voice vote unless a roll call is requested by a member. A roll call vote shall be called by the Director of SECC and will be recorded by yeas or nays.

Committee members are expected to attend all regular and special meetings. Any member who shall be absent from three consecutive meetings without just cause or who shall be absent from a total combination of six meetings in any calendar year without just cause shall have been deemed to have resigned and may be by the Chairperson.

Committee Members are allowed to bring subject matter experts to speak on behalf of Members for agenda item issues being discussed. Subject matter experts will not have voting rights.



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## 6.0 Amendment to the By-Laws

Once adopted by the SECC Technical Advisory Committee, the by-laws may be amended; altered, repealed or new by-laws may be adopted by a two-thirds vote of the membership of the Technical Advisory Committee provided that the amendment has been submitted in writing at the previous regular meeting.



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