

OFFICE OF THE COUNTY ADMINISTRATOR

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May 26, 2015

TO: Board of Supervisors

FROM: Dee F. Bruemmer, County Administrator

RE: Discussion of EMA Services Agreement

The Emergency Management Agency at its most recent meeting approved an agreement with Scott County to provide consultation services for the County by the employees of EMA. These services will consist of loss prevention and emergency planning and training for county departments. The EMA employees also will provide consultation for the purchase of equipment and services which would relate to loss prevention, security and emergency services.

The contract is annual and has a fixed monthly fee. The fee would increase annually by the cost of living increase approved by the Board of Supervisors for salary and benefits of non-union county employees.

EMERGENCY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2015, by the Scott County Board of Supervisors and the Scott County Emergency Management Commission.

RECITALS

WHEREAS, Scott County Emergency Management Commission as part of its collaboration with local government is willing to extend the time of its staff to consult with Scott County on programs and projects that benefit the County.

WHEREAS, Scott County Emergency Management staff is knowledgeable in many areas of loss prevention, emergency management planning and purchasing services and equipment and can provide consultation hours to Scott County Administration.

WHEREAS, Scott County Emergency Management Commission and Scott County Board of Supervisors recognize both organizations are funded by property tax and shared services allows for the best cost for the tax payer.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Scott County Emergency Management Commission and Scott County Board of Supervisors agree as follows:

ARTICLE I

PAYMENT, FEES AND REVENUES

Section 1.01 Invoice and Payment. Scott County Emergency Management Agency shall invoice Scott County for services provided on a quarterly basis. Payment shall be made within 45 days of receipt of invoice. Failure of Scott County to make timely payments shall be grounds for termination of this agreement.

Section 1.02 Consultant Fees. Services will be based on a monthly rate of \$4,530.00 . Fees shall be annually adjusted by the wage and benefit cost of living increases set by the Board of Supervisors for non-union county employees.

ARTICLE II

TERM OF THE AGREEMENT

This agreement shall extend from July 1, 2015 to June 30, 2016 and shall renew automatically on an annual basis on July 1 of each year thereafter unless specifically terminated.

ARTICLE III

TERMINATION

This agreement may be terminated under the following conditions:

Section 3.01 Termination by Scott County. Scott County may terminate this agreement if:

- (a) Scott County Emergency Management Agency fails to complete the contractual obligations; or
- (b) The Scott County Emergency Management Agency sells or permanently suspends operations.

Section 3.02 Termination by Scott County Emergency Management Agency. This agreement may be terminated by Scott County Emergency Management Agency if:

- (a) Scott County Emergency Management Agency is no longer able to complete the contractual obligations.

Section 3.03 Termination Due to Changes in Law. The Scott County Emergency Management Agency and/or Scott County may terminate this agreement if a change in state or federal law or in the ordinances of any local governmental body makes it impossible for the party to comply with both the material terms of the agreement and the requirements of such state or federal law or local ordinances.

Section 3.04 Termination by Mutual Agreement. This agreement may be terminated by the mutual agreement of the Scott County Emergency Management Agency and Scott County.

Section 3.05 Notice and Effect of Termination

- (a) Except as otherwise provided in this agreement, the Scott County Emergency Management Agency or Scott County may terminate this agreement 180 days after a notice of intent to terminate is given to the other party.
- (b) Should the agreement be terminated, conditions of the agreement shall remain in effect for all materials delivered prior to the effective date of termination.

ARTICLE IV

INSURANCE

The Scott County Emergency Management Agency agrees that in order to protect itself and Scott County, it will at all times during the term of this agreement, keep in force and effect casualty and property insurance policies issued by a company or companies authorized to do business in the State of Iowa.

ARTICLE V

MISCELLANEOUS

Section 5.01 Amendment. This agreement shall be amended only in writing by mutual consent of the Scott County Emergency Management Agency and Scott County. Scott County Emergency Management Agency will on a yearly basis amend the monthly payment named in this agreement and shall provide Scott County with reasonable notice of any change that Scott County may budget the increase in the next annual budget.

Section 5.02 Notice. Any notice or other communications required or permitted hereunder shall be in writing by first class mail, postage prepaid, and addressed as follows:

- (a) To Scott County Emergency Management Agency:

Scott County Emergency Management Agency
Coordinator
1100 East 46th Street
Davenport, IA 52807
PHONE: (563) 484-3050

- (b) To Scott County:

Scott County Administration
County Administrator
400 W 4th Street
Davenport, Iowa 52801
PHONE: (563) 326-8702

Section 5.03 Severability. All parts and provisions of this agreement are severable. If any parts or provisions shall be held invalid, the rest of the agreement shall remain in effect.

Section 5.04 Joint and Several Liability. The Scott County Emergency Management Agency and Scott County bind themselves jointly and severally, their successors, executors, administrators and assigns in respect to all covenants of this agreement.

Section 5.05 Entire Agreement. This agreement, with attachments incorporated by reference, is the entire agreement between the Scott County Emergency Management Agency and Scott County. No modification of this agreement shall be valid or effective unless made in writing and signed by the agents hereto.

Section 5.06 Governing Law. This agreement is governed in all respects by the laws of the State of Iowa and all obligations are enforceable in accordance with those laws.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Scott County Emergency Management Agency:

By: G. A. Voelliger Jr. Date: 5/27/15

Name: Gerry A. Voelliger Jr. Title: Chair

Scott County:

By: Date:

Name: Tom Sunderbruch Title: Chair

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

June 4, 2015

APPROVAL OF THE AGREEMENT BETWEEN
SCOTT COUNTY EMERGENCY MANAGEMENT AGENCY
AND SCOTT COUNTY

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the Agreement between Scott County Emergency Management Agency and Scott County to provide consultation services for the County by the employees of EMA is hereby approved.
- Section 2. That the Chairman is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect July 1, 2015 and renew automatically on an annual basis.