



To: Mahesh Sharma, Scott County Administrator
From: Dave Donovan, SECC/EMA Director
Date: October 30, 2023
Subj: Amendment to the SECC 28E Agreement

As you know, in 2007 the Scott Emergency Communications Center (SECC) and the SECC Board were created via a Chapter 28E Intergovernmental Agreement between Scott County, the cities of Davenport and Bettendorf, MEDIC EMS (the non-profit) and the Scott County Emergency Management Commission (as the funding mechanism.) As MEDIC EMS (the non-profit) will cease operations effective January 1, 2024, the 28E Agreements needs modifications to reflect that change.

Attached are the original 28E agreement and a proposed amendment document based on conversations amongst the SECC Board. The amendment effectively memorializes the change and writes MEDIC EMS out of the SECC 28E agreement by:

- 1) Relinquishing the MEDIC seat on the SECC Board and creating a mechanism for the SECC to appoint an individual that represents healthcare, public health, or emergency medical services to that fifth Board seat.
- 2) Creating terms and conditions for the new appointment, including a nomination process, incomplete terms and revocation of an appointment.
- 3) Eliminating the MEDIC ex-officio Board position.

The Scott County Emergency Management Commission and the MEDIC EMS Board both approved the amendment on October 26, 2023. I expect Davenport and Bettendorf to approve the amendment in the coming weeks. The approvals need to be in place prior to January 1, 2023. As you know this amendment is one of the transition tasks identified in the MEDIC Transition Plan.

I recommend that the Scott County Board of Supervisors approve the attached proposed amendment. The County Attorney's Office has reviewed the document and indicates that it legally and effectively accomplishes the intended purposes of the agreement. I am happy to answer any questions that you or the Board of Supervisors may have.

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 1st of each year for the fiscal year beginning the next July 1st
- 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 1st to June 30th 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

Addendum to Intergovernmental Agreement
Between Scott County, IA, City of Davenport, IA, City of Bettendorf, IA
Davenport Hospital Ambulance Corporation d/b/a MEDIC EMS
and the Scott County Emergency Management Commission
for the Scott Emergency Communications Center

Pursuant to Section 7b of the articles of the 28E Intergovernmental Agreement made and entered into on the 12th day of December of 2007, by and between Scott County, Iowa (hereinafter County), the City of Davenport (hereinafter Davenport), the City of Bettendorf (hereinafter Bettendorf), Davenport Hospital Ambulance Corporation d/b/a MEDIC EMS (hereinafter MEDIC) and the Scott County Emergency Management Commission (hereinafter EMA) as indicated by the actions of their respective governing bodies is hereby modified as follows:

WHEREAS MEDIC and the County have agreed to transition all MEDIC operations to a new County Department, effective January 1, 2024;

WHEREAS it is the intent of MEDIC and the County that the MEDIC organization as described in the original agreement will cease current operations for the purposes of this 28E Intergovernmental Agreement on January 1, 2024;

WHEREAS once the MEDIC organization ceases current operations, the seat that MEDIC occupies on the Scott Emergency Communications Center (hereinafter SECC) Board will be effectively vacant;

WHEREAS it is the desire of all parties to replace the MEDIC seat on the SECC Board prior to the dissolution of the MEDIC organization;

NOW, THEREFORE in consideration of the mutual covenants and agreements hereinafter set forth, the above parties agree to modify the 28E Intergovernmental Agreement as follows:

NEW SECTIONS

- 1.g Effective December 31, 2023, the MEDIC EMS Board will relinquish their seat on the SECC Board.
- 1.h Beginning January 1, 2024, the SECC Board will appoint a new Board member to the seat previously held by MEDIC EMS. The appointment must be approved by at least three SECC Board members at a regularly scheduled public Board meeting. The current seat appointee shall abstain from the vote if the Board is considering them for the seat.

- 1.i. Said appointment will be with a community member that represents the interests of healthcare, public health, or emergency medical services in the Scott County community.
- 1.j. The term of the appointment shall be for four (4) years. The Board seat may be reappointed by the SECC Board to subsequent four-year terms. The decision whether to reappoint is at the SECC Board's discretion without regard for cause.
- 1.k. Should the appointee be unable to fulfill the four-year term, the SECC Board may, at any time, appoint a different person to fill the remainder of the three-year term, subject to the same approval rules outlined herein. The SECC Board reserves the right to revoke said appointment, for cause.
- 1.l. Nominations for the January 1 appointment (every four years) may be discussed during the September or October SECC Board meeting with approval scheduled no later than the December SECC Board meeting. The appointee shall fill the vacant seat on January 1 (for a regular four-year term) or immediately for a replacement appointment.

REVISIONS

- 1.e. Strike "Chairperson of the MEDIC EMS Board" from the list of SECC Board members
- 1.f. Amend the language in this section to read, "The Administrators of Scott County, City of Davenport and City of Bettendorf shall serve as ex-officio non-voting member of the SECC Board of Directors." This change effectively removes the Executive Director of MEDIC EMS as an ex-officio non-voting member of the SECC Board of Directors.

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

November 9, 2023

APPROVAL OF THE AMENDMENT TO THE 28E BETWEEN
MEDIC EMS OF SCOTT COUNTY AND
SCOTT EMERGENCY COMMUNICATION CENTER (SECC)

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

- Section 1. That the 28E Amendment to the Agreement between MEDIC EMS of Scott County and SECC is hereby approved as presented.
- Section 2. That the Scott County Board Chairman is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect immediately.