



SCOTT EMERGENCY COMMUNICATIONS CENTER (SECC) BOARD
EOC Scott Emergency Communications Center
1100 E 46th St., Davenport, Iowa
MAY 18, 2017 at 3:30 p.m.

MEETING AGENDA

1. Roll Call: Earnhardt, Frieden, Gallagher, Klipsch, and O'Boyle.
Ex officio members: Frederiksen, Ploehn, Sharma, and Spiegel
2. Pledge of Allegiance
3. Approval of Minutes
4. Director's Report
5. Discussion regarding Elert and Associates Radio Project Proposal
6. Priority Dispatch Determinants Update
7. Approval of request from Eastern Iowa Community College to Rent Data Room Storage Space
8. Next meeting date – June 15, 2017 at 3:30 p.m.
9. Adjourn

For previous meeting Minutes, please visit our website at www.secc911.com.



MINUTES
SCOTT EMERGENCY COMMUNICATIONS CENTER (SECC) BOARD
THURSDAY, APRIL 20, 2017, 3:30 P.M.

Board Members present: Carol Earnhardt, Rob Frieden, Frank Klipsch, and Marty O'Boyle.

Ex Officio members present: Linda Frederiksen, Decker Ploehn, and Mahesh Sharma.

Staff present: Brook Bates, Mike Becker, Stacey Bollinger, Kathryn Hale, Todd Malone, Annie Nugent, Pam Paulsen, Denise Pavlik, Tracey Sanders, and Kathy Schwarz.

Moved by O'Boyle, seconded by Frieden approval of the Minutes of the March 16, 2017 SECC meeting. All ayes.

Moved by O'Boyle the official approval of emergency generator circuit breaker repair in the amount of \$14,500.00 by Tri-City Electric, seconded by Klipsch. All ayes.

The next meeting is scheduled for Thursday, May 18, 2017, at 3:30 p.m.

Moved by O'Boyle, seconded by Frieden adjournment of the meeting at 4:07 p.m. All ayes.

These minutes are subject to approval at the next regularly scheduled meeting.

Respectfully submitted by,

Annie Nugent
Administrative Assistant

Attested by,

A handwritten signature in blue ink, appearing to read "Rob Frieden".

Rob Frieden
Secretary/Treasurer

R E S O L U T I O N

SCOTT COUNTY EMERGENCY COMMUNICATIONS CENTER BOARD

MAY 18, 2017

A RESOLUTION APPROVING THE RENTING OF DATA ROOM STORAGE SPACE TO EASTERN IOWA COMMUNITY COLLEGE AT THE RATE OF \$875.00/MONTH PER RACK

BE IT RESOLVED BY the Scott Emergency Communications Center Board as follows:

- Section 1. That the request from Eastern Iowa Community College to rent rack storage space in the data room in the amount of \$875.00/month per rack is hereby approved.
- Section 2. That the above listed storage space rental fees shall be billed and paid for in monthly payments which will be due 30 days from each billing date.
- Section 3. This resolution shall take effect immediately.



To: Carol Earnhardt SECC Board Chairman and SECC Board Members
From: Director Denise Pavlik, ENP
Date: May 11, 2017
Subject: Executive Summary – Rental of Data Room Storage Space to EICC

In the beginning of April of this year, while speaking with Scott County IT Specialist, Sam Samara, he discussed a potential scenario with me regarding the rental of rack storage space in our data room.

After going through this prospect with Sam, I advised if there was a potential for SECC to benefit from some type of rental agreement, we would be willing to take a proposal into consideration. Following my conversation with Sam Samara, I received a proposal from Eastern Iowa Community College (EICC). EICC proposed to rent rack space from SECC in the data room under a Memorandum of Understanding.

They selected SECC for several reasons: we have a secure facility, a well-controlled environment, back-up generator power and we have a direct connection to the Iowa Communications Network (ICN). Additionally, they proposed to pay \$875.00/month rent per rack. Additionally, they agreed to allow SECC to have access to their campus camera system for public safety services.

After receiving the proposal from EICC I discussed the possibility of a co-partnership with Scott County IT, Attorney Rob Cusak and Finance Administrator David Farmer. All viewed the possible partnership in a positive light and based on their preliminary positive feedback I did a space allocation study.

We do have sufficient “rack space” to accommodate EICC’s needs without jeopardizing or limiting our growth potential at SECC. At last month’s Board meeting I had a representative from Scott County IT and EICC attend to introduce and explain this interesting proposal to the Board and to address any questions relative to the proposal.

At this time, it is my recommendation to agree to EICC’s proposal and allow them to rent rack space in our data room under the MOU (attached) as outlined. The attached Resolution outlines the this agreement and it is my hope the Board will approve this resolution during the Board Meeting.

MEMORANDUM OF UNDERSTANDING
Between
SCOTT COUNTY, IOWA
And
EASTERN IOWA COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding (“MOU”) is entered into this _____, day of April, 2017 by and between Scott County, Iowa, (the “County”) and Eastern Iowa Community College District, a community college district established under Iowa Code § 260C (“EICC”).

RECITALS

WHEREAS, the County owns an Emergency Communications Center located at 1100 E. 46th Street, Davenport, Iowa 52807 (the “SECC”); and

WHEREAS, out of an interest for public safety and security on its campuses, EICC desires to lease certain space inside the SECC data room for the purpose of housing certain data and network services equipment used by EICC in its provision of educational services (the “EICC Equipment”); and

WHEREAS, the County has space available within the SECC data room to accommodate the EICC Equipment and has offered to lease certain space to EICC under the terms and conditions of this MOU; and

WHEREAS, the County and EICC agree that this arrangement has benefits over commercially-leased space of this type, which includes the potential for mutual aid and response during emergencies and/or other disasters.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and EICC hereby agree as follows:

1. Lease of Floor Space.

Beginning on _____, 2017, and continuing for a period of five (5) years, the County shall lease to EICC sufficient floor space in the SECC data room to house approximately two (2) racks of the EICC Equipment (the “Leased Space”). EICC may wish to negotiate the lease of additional floor space in the SECC data room, if such space is available, and any additional space leased by EICC will be deemed “Leased Space” and subject to the same terms and conditions of this MOU. The County and EICC may mutually agree to extend the term of this MOU.

2. Use of Leased Space.

EICC will have access to, and non-exclusive use of, the SECC data room and common areas appurtenant thereto, reasonable and necessary for EICC to access the Leased Space and the EICC Equipment during normal business hours, or at such other times as the parties hereto may agree. EICC’s use of the Leased Space will be limited to installation, operation and

maintenance of the EICC Equipment, and EICC agrees not to use the Leased Space for any other purpose nor to engage in any other activity within or from the Leased Space.

3. Condition and Sufficiency of Leased Space.

EICC has inspected the Leased Space and, EICC accepts the Leased Space in its "AS IS, WHERE IS" condition. EICC acknowledges and agrees that (i) no representation or warranty (express or implied) has been made by the County as to the condition of the Leased Space or the SECC or their suitability or fitness for the location of the EICC Equipment or for any other purpose and (ii) except as specifically set forth herein, the County shall have no obligation to construct or install any improvements in or to make any other alterations or modifications to the Leased Space. The taking of possession of the Leased Space by EICC shall conclusively establish that the Leased Space and the SECC were at such time in good order and clean condition.

4. Installation, Maintenance and Care of the Leased Space and EICC Equipment.

Except as provided herein, the County shall have no obligation to repair and/or maintain the Leased Space or the EICC Equipment. The County will maintain and keep in a safe and good order and clean condition the SECC data room and all building systems serving the SECC data room that the County provides for the benefit of the County's own equipment. During the term of this MOU, EICC shall, at EICC's sole cost and expense, maintain the Leased Space and the EICC Equipment.

5. Interconnections.

In the event of an emergency or other disaster on the EICC campuses or surrounding properties, an authorized public safety representative for the County shall have direct access to and the use of the EICC Equipment, including access to the necessary security video feeds and/or other security related systems positioned on the EICC campuses, to allow the County to cooperate with EICC in assessing and evaluating an appropriate emergency response. EICC acknowledges and agrees that the EICC equipment may be interconnected with the County's data equipment located in the SECC data room. As such, all operations in the SECC data room shall be governed and controlled by the County and its policies and procedures relating to such use as the County, in its sole discretion, may from time-to-time establish; provided, however, the County agrees to cooperate with EICC to implement any policies and procedures relating to the EICC Equipment as EICC may from time-to-time request that are not inconsistent with the County's policies and procedures.

6. Rent.

EICC shall pay the County Eight Hundred Seventy-Five and 00/100 Dollars (\$875.00) per rack, per month for the Leased Space during the term of this MOU.

7. Termination.

Either the County or EICC shall have the right to terminate this MOU at any time during the term of this MOU by giving written notice to the other at least twelve (12) months prior to the proposed date of termination. Upon receiving a notice of termination, EICC, at its sole cost

and expense, shall relocate the EICC Equipment from the SECC data room prior to the proposed termination date.

8. No Liability for Interruption of Services.

Notwithstanding anything to the contrary in this MOU, the County shall not be liable to EICC for any inconvenience, annoyance, or injury to EICC resulting in any way or to any extent from any stoppage or interruption in the County's services to the Leased Space.

9. Insurance.

EICC agrees to maintain property insurance on EICC equipment sufficient to cover any damage to EICC Equipment. County agrees to maintain property insurance on County equipment. Further, EICC agrees to provide the County with a certificate of insurance listing the County as additional insured on a primary basis.

10. Indemnification.

Each party hereto shall indemnify, defend, protect, hold harmless and release the other, their officers, agents and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including reasonable attorneys' fees) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party.

11. Notices.

All written notices required hereunder shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be deemed delivered (i) upon personal delivery, or (ii) forty-eight (48) hours after deposit in the United States Mail:

If to the County: Scott County Administrator
 Administrative Center
 600 W. 4th Street
 Davenport, IA 52801

If to EICC: Eastern Iowa Community College District
 306 E. River Drive
 Davenport, IA 52801
 Attn: _____

12. Governing Law.

This MOU shall be governed by the laws of the State of Iowa without regard to conflicts of laws principles thereof.

13. Authority.

The County and EICC represent that the person or persons executing this MOU are duly authorized to execute and deliver this MOU on behalf of the County and the EICC.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date first written above.

SCOTT COUNTY, IOWA

**EASTERN IOWA COMMUNITY
COLLEGE DISTRICT**

By: _____
Its: _____

By: _____
Its: _____