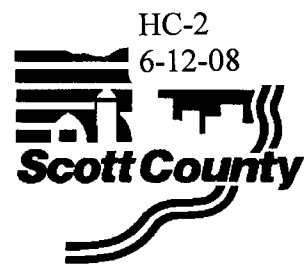


**Community Services Department**  
600 W. 4<sup>th</sup> St.  
Davenport, Iowa 52801



**(563) 326-8723      Fax (563) 326-8730**

June 2, 2008

TO: C. Ray Wierson

FROM: Lori A. Elam

RE: Authorized Agency Agreement  
Center for Active Seniors, Inc. (CASI)

Enclosed is the proposed FY09 Agreement with the above listed agency. The changes are as described below.

The dates and contractual amounts are changed to reflect the Board's decisions during the budget review process.

The contract has been reviewed by the agency. If any additional changes are requested, I will bring those to the attention of the Board at the Committee of the Whole meeting. I do not anticipate any changes other than editorial.

## AGREEMENT

This agreement is made and entered into this 1st day of July, 2008, by and between Scott County, Iowa, a governmental unit of the State of Iowa (hereinafter referred to as Scott County), and the Center for Active Seniors, Inc., (hereinafter referred to as CASI), which provides programs for older persons in Scott County.

### WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth, Scott County and CASI agree as follows:

1. Scott County shall make an annual payment to CASI for the performance of its covenants in the amount of \$228,423 payable in eleven (11) monthly installments of \$19,035.26 and one (1) monthly installment of \$19,035.14. Each installment shall be made available on the day following the first monthly meeting of the Scott County Board of Supervisors.
2. Scott County agrees to pay CASI this sum of \$228,423 as consideration for CASI serving Scott County senior citizens at appropriate sites in Scott County as are necessary in the best interest of the above individuals and/or families. Such services shall include:
  - A. Outreach
  - B. Day Care
  - C. Volunteer
  - D. Leisure
  - E. Transportation for Senior Citizens and the Handicapped
3. Scott County and CASI each acknowledge that the payments herein to be made are to supplement and not supplant other available sources of income to CASI, such as fees collected for services provided to individual clients.
4. Scott County and CASI agree that in order to provide more targeted county funding to the vulnerable elderly population, future annual funding levels will be determined as follows:
  - A. OUTREACH: County funding level will be developed through yearly determination of funding needs. CASI will, at a minimum, maintain the FY'92 identified outside revenues to this program of \$145,110.
  - B. TRANSPORTATION: FY'92 contractual and budgeting arrangements will continue.
  - C. DAY CENTER: County funding capped at FY'92 level plus FY'01 transfer. (Capped at \$14,286)
  - D. VOLUNTEER SERVICES: County funding capped at the FY'92 funding level of \$26,522 with consideration of inflationary increases.
  - E. LEISURE SERVICES: County funding capped at the FY'92 level and FY'01 transfer.

(Capped at \$18,297)

5. CASI shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, handicapped condition or religious affiliation. Funds provided hereunder shall not be used to further the election of any candidate for political office.
6. CASI shall not transfer between programs the total annual funds allotted to each program as specified in the Scott County budget submission without prior Scott County approval of such transfers.
7. CASI shall provide Scott County with:
  - A. A revised budget estimate and program performance projections if different from the original request, within thirty (30) days of the signing of this agreement.
  - B. Quarterly reporting on performance indicators and financial data as specified in the Scott County Budget submission.
  - C. Notification of any significant changes in funding, salary levels, staffing or programming; including the expansion of existing programs, addition of staff positions or the addition of any new funding source and/or program in a timely manner.
  - D. Minutes or, summary of, the monthly meetings of the CASI Board of Directors.
8. CASI shall provide Scott County with an independent Certified Public Accountant audit for FY2009. The audit shall be delivered to Scott County by November 1, 2009.
9. Scott County shall be named as additional insured under a comprehensive liability policy maintained by CASI, and providing a minimum coverage of \$1 million. A copy of the insurance certificate for the term of the contract shall be on file in the Scott County Office of the Director of Budget and Information.
10. CASI shall hold harmless from and indemnify Scott County against all claims, suits, actions, costs, attorney fees, expenses, damages, judgments, or decrees, incurred by reason of any person or persons or property being damaged or injured by CASI or any agent or employee of CASI, whether by negligence or otherwise.
11. This agreement may be amended in whole or in part by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.
12. This agreement shall be for one year. If either party wishes to terminate this agreement the first party shall deliver to the second party a ninety (90) day written notice of termination.

SCOTT COUNTY BOARD OF SUPERVISORS

CENTER FOR ACTIVE SENIORS, INC.

\_\_\_\_\_  
Jim Hancock, Chairman

\_\_\_\_\_  
Brian Sievers, Chairman  
Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Wes Rostenbach, Scott County Auditor

\_\_\_\_\_  
Date