

INFORMATION TECHNOLOGY

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June 11, 2013

To: Dee F. Bruemmer, County Administrator

From: Matt Hirst, Information Technology Director

Subject: Approval of Waste Commission/Scott County IT Service Agreement

Attached is a proposed agreement between the Waste Commission and Scott County relating to technology services to be provided by Scott County IT to the Commission. The agreement details technology services to be provided by Scott County IT to the Waste Commission, how costs for those services will be determined as well as labor rates the County will bill the Waste Commission to setup and support provided technology services.

The Waste Commission of Scott County is an inter-governmental agency whose members include 17 communities and Scott County that share a mission of providing environmentally sound and economically feasible solid waste management. The Waste Commission has been challenged by unstable technology that has been expensive to support through third party technology consultants.

The proposed relationship supports the Scott County Board's strategic goal of inter-governmental cooperation by assisting the Waste Commission with improved technology as well lowering costs to the Commission.

I recommend that the Board approve this agreement as submitted. I will be at the next Committee of the Whole meeting to answer any questions you or the Board may have.

Cc: Kathy Morris, Waste Commission

Encl: (1)

INFORMATION TECHNOLOGY SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by the Waste Commission of Scott County (Commission), a 28E agreement entity pursuant to the Iowa Code, and Scott County.

RECITALS

WHEREAS, Scott County has identified the mission of the Information Technology Department as:

To provide dependable and efficient data and voice services for the County and other supported governmental agencies by:

- Informing, educating, and empowering customers with technical knowledge.
- Researching, installing, and maintaining dependable and innovative technology solutions.
- Implementing and supporting user friendly software systems.

WHEREAS, Scott County Information Technology is a customer service organization with three primary functions:

- Applications – Support commercial off-the-shelf software as well as develop custom applications meeting business requirements.
- Networking - Develop and administer the voice and data network infrastructure to support the business environment.
- GIS/Web - Develop methods of information and application deployment centralized in nature.

WHEREAS, Scott County Information Technology is a technical resource and liaison for our customers:

- Facilitates outsourcing of hardware service and support where feasible.
- Advocates/Consults on technology issues with hardware/software vendors, external consultants, and service providers.
- Provides technology guidance and support from acquisition to decommission.
- Tracks and accounts for technology hardware and software maintenance and licensing.

WHEREAS, Waste Commission of Scott County is an inter-governmental agency whose members include 17 communities and Scott County that share a mission of providing environmentally sound and economically feasible solid waste management.

WHEREAS, Waste Commission of Scott County recognizes Scott County Information Technology's expertise and the benefit to the Commission through a partnership with Scott County.

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

ARTICLE I

INFORMATION TECHNOLOGY SERVICE DELIVERY

Section 1.01 Service Specifications

- A) Scott County Information Technology will monitor, administer, and maintain a network for the Commission including the following:
 - a. Servers
 - b. Storage
 - c. Network equipment
 - d. Printers and multifunction devices
 - e. PCs and/or thin clients
 - f. Internet services
 - g. Telephone services
 - h. Other services

- B) Monitoring, administration, and maintenance will include the following:
 - a. Security and access control
 - b. Updates and patches
 - c. Anti-virus software
 - d. Spam filtering
 - e. Data backup and recovery
 - f. Technology trouble shooting
 - g. Liaison with ISP, telephone, hardware and software vendors for problem resolution

- C) Scott County Information Technology will also provide the following services to the Commission:
 - a. Procuring approved hardware
 - b. Installing approved hardware
 - c. Procuring approved software
 - d. Installing approved software

**ARTICLE II
RECORDKEEPING AND REPORTING REQUIREMENTS**

Scott County shall prepare and maintain proper, accurate and complete records and accounts of all transactions related to the Information Technology Services and provision of services under this Agreement. On a quarterly basis, in conjunction with invoices, Scott County shall provide appropriate reports to the Commission of the services undertaken pursuant to this agreement.

**ARTICLE III
PAYMENT, FEES AND REVENUES**

Section 3.01 Invoice and Payment. Scott County shall invoice the Commission for services provided on a quarterly basis. Payment shall be made within 45 days of receipt of Scott County's invoice. Failure of the Commission to make timely payments shall be grounds for termination of this Agreement.

Section 3.02 Information Technology Service Fees. Technology service rates shall be paid according to Schedule 1 attached hereto. Rates are subject to evaluation and modification on an annual basis.

- a) Rates for technology services will be determined as a proportional cost to the Commission by adding Scott County actual costs and dividing by Commission usage.
- b) Rates for technology services will be mutually agreed upon prior to a technology service being provided.
- c) Agreed upon rates for technology services will be added to Schedule 1.
- d) Labor necessary to setup and/or support technology services will be billed separately.

Section 3.03 Information Technology Labor Fees. Labor rates shall be paid according to Schedule 1. Rates are subject to evaluation and modification on an annual basis.

- a) Scott County Information Technology labor will be billed for actual hours provided according to the Labor Rates Table in Schedule 1.

Section 3.04 Pass-through Costs. Costs associated with the purchasing of hardware or other items as determined by mutual agreement between the Commission and Scott County shall be charged directly to the Commission.

**ARTICLE IV
TERM OF THE AGREEMENT**

This Agreement shall extend from July 1, 2013 to June 30, 2014 and shall renew automatically on an annual basis on July 1 of each year thereafter unless specifically terminated.

**ARTICLE V
TERMINATION**

This Agreement may be terminated under the following conditions:

Section 5.01 Termination by the Commission. The Commission may terminate this Agreement if:

- (a) Scott County fails to complete the contractual obligations; or
- (b) The Commission is dissolved; or
- (c) The Commission sells or permanently suspends operations.

Section 5.02 Termination by Scott County. This Agreement may be terminated by Scott County if :

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

Section 5.03 Termination Due to Changes in Law. The Commission 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 5.04 Termination by Mutual Agreement. This Agreement may be terminated by the mutual agreement of the Commission and Scott County.

Section 5.05 Notice and Effect of Termination

- (a) Except as otherwise provided in this Agreement, the Commission or Scott County may terminate this agreement 180 days after a notice of intent to terminate is given 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 VI
INSURANCE**

The Commission 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.

The Commission shall also keep all hardware owned by the Commission and used in the performance of this contract insured with a minimum public liability insurance of \$1,000,000, combined single limit per occurrence. Certificates of insurance shall be kept on file at the Commission and provided to Scott County upon request.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Amendment. This Agreement, except for Schedule 1 attached hereto, shall be amended only in writing by mutual consent of the Commission and Scott County. Scott County will on a yearly basis amend Schedule 1 of this Agreement and shall provide the Commission with reasonable notice of any change in Information Technology Services and/or labor rates.

Section 7.02 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 Commission:
Waste Commission of Scott County
Attn: Director
11555 110th Avenue
Davenport, IA 52804
Phone: (563) 381-1300
Fax: (563) 381-1301

- (b) To Scott County:
Scott County Courthouse
Information Technology Department
I.T. Director
400 W. 4th St.
Davenport, Iowa 52801-1104
PHONE: (563) 328-4100
FAX: (563) 326-8669

Section 7.03 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 7.04 Joint and Several Liability. The Commission and Scott County bind themselves jointly and severally, their successors, executors, administrators and assigns in respect to all covenants of this Agreement.

Section 7.05 Entire Agreement. This Agreement, with attachments incorporated by reference, is the entire Agreement between the Commission and Scott County. No modification of this Agreement shall be valid or effective unless made in writing and signed by the agents hereto.

Section 7.06 Access. Scott County or its representatives may visit or inspect Commission facilities at any reasonable time during the term of this Agreement after giving the Commission reasonable notice. Any such visits shall be conducted in a manner that does not cause

unreasonable interference with the Commission's operations. All visitors to Commission facilities shall comply with all reasonable safety and security rules adopted by the Commission.

Section 7.07 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.

Waste Commission of Scott County

By: _____ Date: _____

Name: _____ Title: _____

Scott County

By: _____ Date: _____

Name: _____ Title: _____

SCHEDULE 1

INFORMATION TECHNOLOGY SERVICE AND PRICING

		Service Pricing Model
Scott County Information Technology will monitor, administer and maintain a network for the Commission including the following:		
a. Servers		Per Proportional Costs (TBD)
b. Storage		Per Proportional Costs (TBD)
c. Network equipment		Per Proportional Costs (TBD)
d. Printers and multifunction devices		Actual Cost
e. Client PCs and/or thin clients		Actual Cost
f. Internet services		Per Proportional Costs (TBD)
g. Telephone services		Per Proportional Costs (TBD)
h. Other services		Per Proportional Costs (TBD)
Monitoring, administration and maintenance will include the following:		
a. Security and access control		Per Hour
b. Updates and patches		Per Hour
c. Anti-virus software		Per Proportional Costs (TBD)
d. Spam filtering		Per User
e. Data Backup and recovery		Per Proportional Costs (TBD)
f. Technology trouble shooting		Per Hour
g. Liaison with ISP, telephone, hardware and software vendors for problem resolution		Per Hour
Scott County Information Technology will also provide the following services to the Commission:		
a. Procuring approved hardware		Actual Cost
b. Installing approved hardware		Per Hour
c. Procuring approved software		Actual Cost
d. Installing approved software		Per Hour

FY'14 Information Technology Labor Rates

Director	\$64.85
GIS Analyst	\$32.05
GIS Manager	\$52.88
Help Desk	\$28.06
Network Manager	\$52.15
Network Administrator	\$45.25
Applications Manager	\$51.66
Programmer	TBD
Webmaster	\$44.42

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 20, 2013

A RESOLUTION APPROVING AN INFORMATION TECHNOLOGY SERVICES
AGREEMENT BETWEEN THE WASTE COMMISSION AND SCOTT COUNTY

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

- Section 1. That the information technology services agreement with the Waste Commission defining technology services to be provided by Scott County IT as well as service and labor rates is hereby approved.
- Section 2. This resolution shall take effect immediately.