



## SCOTT COUNTY HEALTH DEPARTMENT

Administrative Center  
600 W. 4<sup>th</sup> Street  
Davenport, Iowa 52801-1030  
Office: (563) 326-8618 Fax: (563)326-8774  
[www.scottcountyiowa.com/health](http://www.scottcountyiowa.com/health)



**Public Health**  
Prevent. Promote. Protect.

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May 28, 2013

To: Dee F. Bruemmer, County Administrator  
From: Edward Rivers, Director  
RE: Contract with Tri Data Division of System Planning Corporation for EMS System Study

Attached you will find copies of the proposal from the Tri Data Division of System Planning Corporation for an EMS System Study.

The RFP submission from Tri Data Division received the highest score from members of the review panel, and upon negotiation, Tri Data Division agreed to perform the study for the budgeted amount of \$75,000.



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## **AGREEMENT**

This Agreement is made and entered into as of the last day signed below by and between System Planning Corporation, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 3601 Wilson Boulevard, Arlington, Virginia, 22201 (hereinafter referred to as "SPC") and Scott County a governmental unit of the State of Iowa at 600 West 4<sup>th</sup> Street, Davenport, Iowa (hereinafter referred to as "County").

**NOW, THEREFORE**, in consideration of and in express reliance upon the mutual covenants, promises, and conditions set forth herein, the parties intending to be legally bound agree as follows:

### **1. Period of Performance**

Unless otherwise terminated in accordance with the provisions stated herein, this Agreement shall commence on the date of execution hereof and remain in full force and effect until March 1, 2014.

### **2. Performance Obligations**

The obligations of the parties under this Agreement with respect to the performance thereof and the scope of work to be provided by SPC are detailed in Attachment 1. This Agreement is not exclusive, and SPC shall remain free to provide the same or similar work to other third parties.

### **3. Price and Invoicing**

As payment for the work, SPC has agreed to provide under this Agreement, SPC shall be compensated and shall submit invoices in accordance with the provisions contained in Attachment 1. Time for payment is of the essence in this Agreement. The parties agree that SPC shall be paid within forty five (45) calendar days of the date of any invoice.

### **4. Additional Terms and Conditions**

Additional terms and conditions that govern this Agreement are contained in Attachment 2.

**5. Communications**

Any and all communication related to this Agreement, from one party to the other party, must be addressed to the respective party as follows:

<b>SPC:</b>		<b>SCHD:</b>	
Name:	Philip Schaenman	Name:	Edward Rivers
Company:	System Planning Corp.	Agency:	Scott County Health Department
Title:	President, TriData Division	Title:	Director
Address:	3601 Wilson Blvd. Arlington, VA 22201	Address:	600 West 4 <sup>th</sup> Street Davenport, IA 52801
Telephone:	(703) 351-8300	Telephone:	(563) 326-8618
Facsimile:	(703) 351-8383	Facsimile:	(563) 326-8774
E-mail:	<a href="mailto:pschaenman@sysplan.com">pschaenman@sysplan.com</a>	E-mail:	<a href="mailto:Health@scottcountyiowa.com">Health@scottcountyiowa.com</a>

The effective date of any such communication shall be the date on which it is actually received by the party to whom it is addressed.

**6. Integration**

This Agreement and any documents referred to herein or attached hereto constitutes the complete and entire understanding between the parties concerning the subject matter hereof and supersedes and merges any and all prior and contemporaneous promises, commitments, proposals, representations, or communications, oral or written, with respect thereto. Except as provided for herein, the terms and conditions of this Agreement may not be changed, modified or altered, nor any of its provisions waived, except by a written instrument signed by duly authorized representatives of both parties hereto.

**7. Counterparts**

This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives have executed this Agreement as of the day and year last written below.

FOR: SPC	FOR: Scott County
Name: _____	Name: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ATTACHMENT 1**  
**STATEMENT OF WORK AND COMPENSATION TERMS**

I. During the term of this Agreement, SPC shall provide the following services to County:

As detailed in Request for Proposal SCCAP 63015-16A-ASY issued by the Scott County Health Department and Proposal submitted by Philip Schaenman, President, TriData Divison on June 19, 2013.

II. During the term of this Agreement, SPC shall invoice and be paid in accordance with the following:

Total cost of the services provided by SPC and all expenses incurred by SPC under the terms of this Agreement shall be delivered as firm, fixed price in the amount of \$75,000, unless amended by both parties.

Invoices shall contain the following information: unique invoice number, date of invoice, period of performance, and labor, travel, and other direct costs. Travel and other direct costs detail shall be separated from labor costs. Travel shall be in accordance with the Joint Travel Regulations. SPC agrees to use the most economical method of travel available.

## ATTACHMENT 2

### ADDITIONAL TERMS AND CONDITIONS

1. **Inspection and Acceptance of Service Deliverables.** Any deliverables or work product (i.e. information, data, writings, documents, materials, models) that are specified in this Agreement to result from the performance of services hereunder are subject to inspection in draft form during the period of performance when practicable and are subject to final inspection on or after delivery. In the event any deliverables or work product do not conform to the requirements or standards contained in this Agreement, they may be rejected and returned to SPC, provided that SPC is notified in writing of the particulars of any nonconformities within 30 calendar days of the date of delivery. Upon return of any deliverables or work product, SPC's sole and exclusive obligation and liability shall be to correct, at SPC's expense, any part of the deliverables or work product that SPC finds upon inspection to be nonconforming based on any particulars specified in the written notice. If any deficiencies are found to be not of SPC's causing, SPC shall be reimbursed for any correcting activities SPC agrees to perform. Any deliverables or work product not rejected within 30 calendar days shall be deemed accepted.

2. **Limitation on Warranties.** SPC warrants only that it will perform all work hereunder in good faith. SPC will not be liable in respect of any decisions made as a result of the performance by SPC of this contract. SPC DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE IN TRADE, AND ALL OTHER WARRANTIES UNDER ANY LEGAL OR EQUITABLE THEORY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT THAT IS NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY SPC.

3. **Intellectual Property Rights.** The parties agree that SPC shall own all information, data, writings, documents, materials, models, and other deliverables and any idea, concept, method, methodology, template, tool, procedure, process, technique, design, invention, or discovery which is utilized, acquired, obtained, created, developed, generated, prepared, provided, or furnished by SPC as part of or in connection with the performance of this Agreement, as well as any and all copyrights, rights to create derivative works, patents, trademarks, trade secrets, mask works, and any other intellectual property rights or interests therein ("Intellectual Property"). No right or license, express or implied, is granted by this Agreement under any patent, copyright, trademark, trade secret, or other intellectual property right to this Intellectual Property, except to the extent that any such Intellectual Property is contained in or physically incorporated into any deliverables or work product that are specified in this Agreement to result from the performance of services hereunder, in which case SPC hereby grants to Customer, upon full and final payment to SPC hereunder, a non-exclusive, non-transferable, irrevocable, worldwide, royalty-free license to use such Intellectual Property in connection with these deliverables and/or work product.

4. **Confidentiality.** In the event either party discloses proprietary and/or confidential information under this Agreement, such information shall be held in strict confidence and shall not be disclosed to any third party nor used or reproduced for purposes other than those directly associated with the performance of this Agreement without the prior written consent of the party disclosing the proprietary or confidential information. Except as provided under Iowa Code Chapter 22. All such confidential and/or proprietary information shall remain the property of the transmitting party and shall be returned upon written request. Iowa agencies are held to standard of the Chapter 22 of the Iowa Code Public Records Law.

5. **Force Majeure.** SPC shall not be held responsible or liable for any loss, damage, or delay that arises out of or results from events beyond SPC's reasonable control, including but not limited to, acts of God or the public enemy, natural disasters, epidemics, fires, windstorms, floods, explosions, war or other hostilities, insurrection, civil commotion, riots, embargoes, acts of terrorism, vandalism, sabotage, strikes or lockouts, labor disputes, mechanical breakdown, interruption of utility services, shortages, delays in obtaining suitable parts or equipment, material, labor, or transportation, acts, omissions, or failures to perform of vendors or subcontractors or their equipment or software, acts or omissions of another party to this Agreement, acts or requirements of any governmental authority or agency or any federal, state, or local court, or any similar or dissimilar cause.

6. **Disputes.** The parties agree that the exclusive jurisdiction and venue of any suit or arbitration relating to this Agreement shall be in the State of Iowa and each party waives any right or claim to challenge or seek any change in jurisdiction or

venue. Any legal action against SPC under this Agreement or related to the performance of this Agreement must be brought within one year after the cause of such action accrues.

7. **Termination.** Either party shall be entitled to terminate this Agreement for default by written notice if the other party fails to comply with or perform any provisions of this Agreement or commits a breach of any of the terms and conditions of this Agreement and, in the case of such failure or breach which is capable of being remedied, fails to remedy the same within fifteen (15) calendar days after receiving written notice.

8. **Relationship of the Parties.** Under this Agreement, the parties shall be independent contractors and not an employee, representative, or agent of the other for any purpose whatsoever. This Agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, franchise, or any other form of business organization.

9. **Assignment.** Neither party may assign any of its rights or interests hereunder without the prior written consent of the other party, which may not be unreasonably withheld or delayed. Any attempted assignment in violation of this provision shall be void and of no force and effect. The parties, however, may assign this Agreement to any successor in interest by way of merger or consolidation or the acquisition of substantially all of the business or assets of that party relating to the subject matter of this Agreement without securing the prior consent of the other party. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities under this Agreement of the assigning party, and that the assigning party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.

10. **Governing Law.** This Agreement and all rights and obligations related thereto shall be governed by, interpreted, and construed in all respects in accordance with the internal laws of the State of Iowa, without regard to any provisions on choice or conflict of laws.

11. **Limitation on Liability.** In no event shall SPC or any of its affiliates, officers, directors, agents, or employees be liable for any claim, damage, injury, or loss of any nature arising out of or related to this Agreement in excess of the total amount paid to SPC hereunder with respect to which such claim, damage, injury, or loss relates. SPC SHALL BE LIABLE ONLY FOR ANY ACTUAL DIRECT DAMAGES INCURRED TO THE LIMIT SET FORTH IN THE PRECEDING SENTENCE AND UNDER NO CIRCUMSTANCES SHALL SPC HAVE ANY OBLIGATION OR LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING LOSS OF USE, LOSS OF REVENUE OR PROFIT, LOSS OF BUSINESS OR GOODWILL, BUSINESS INTERRUPTION, DAMAGES TO BUSINESS OR REPUTATION, OR LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA HOWSOEVER ARISING EVEN IF SPC HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME OR EVEN IF THE SAME WERE REASONABLY FORESEEABLE. This provision does not apply, however, to limit the amount of any proceeds that may become payable by insurers of SPC on account of any available and applicable insurance coverage.

12. **Headings.** The titles used herein for the provisions of this Agreement are solely for the convenience of the parties and shall not be construed as affecting the construction of this document.

13. **Severability.** If any provision of this Agreement is found to be illegal, invalid, or unenforceable for any reason, such determination shall not affect the validity, legality, or enforceability of any other provision of this Agreement, and this Agreement will be construed in all respects as if such illegal, invalid, or unenforceable provision were omitted.

14. **Mutual Negotiation.** This Agreement was the result of negotiation between the parties. The parties agree that for the purpose of interpreting this Agreement they shall be deemed to have jointly authored each and every provision.

15. **Survival of Obligations.** The parties' rights and obligations which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive such termination, cancellation, or expiration.

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

August 15, 2013

#### APPROVING THE CONTRACT WITH TRI DATA DIVISION OF SYSTEM PLANNING CORPORATION FOR THE EMS SYSTEM STUDY

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

Section 1. The Scott County Health Board has chosen Tri Data Division of System Planning Corporation to conduct the EMS System Study;

Section 2. The study is budgeted in the FY14 Capital Improvement Program and the contract amount of \$75,000 is within that budget amount;

Section 3. The Board authorizes the Health Department to enter into the contract on behalf of the County and authorizes the expenditure of funds for that purpose;

Section 4. This resolution shall take effect immediately.