

**TENTATIVE AGENDA**  
**SCOTT COUNTY BOARD OF SUPERVISORS**  
**October 7 - 18, 2013**

**Monday, October 7, 2013**

**Other - 6:00 pm**  
**Walcott City Hall**

**Tuesday, October 8, 2013**

**Committee of the Whole - 8:00 am**  
**Board Room, 1st Floor, Administrative Center**

- \_\_\_ 1. Roll Call: Sunderbruch, Cusack, Earnhardt, Hancock, Minard

**Facilities & Economic Development**

- \_\_\_ 2. Approval of second of three readings of an ordinance to add Chapter 13, Sec. 13-47-B(3) Parkview of the Scott County Code relative to placement of two yield signs on Scott County Secondary Roads. (Item 2)
- \_\_\_ 3. Approval of the award of contract for renovations for the Recorder's Office in the amount of \$15,369.00. (Item 3)
- \_\_\_ 4. Approval of the award of contract for architectural design services for the Administrative Center roof replacement project in the amount of \$8,500.00. (Item 4)

**Human Resources**

- \_\_\_ 5. Approval of organizational changes in the Health Department by adjusting the FTE Level of the Community Health Consultants into their grant funded positions. (Item 5)
- \_\_\_ 6. Discussion of pending litigation pursuant to Iowa Code Section 21.5(1)(c). - CLOSED SESSION.....9:00 a.m.
- \_\_\_ 7. Discussion of strategy of upcoming labor negotiations with the County's organized employees pursuant to Iowa Code Section 20.17(3). - CLOSED SESSION
- \_\_\_ 8. Approval of personnel actions. (Item 8)

**Health & Community Services**

- \_\_\_ 9. Approval of renewed contract between DHS Case Management Services and Scott County. (Item 9)
- \_\_\_ 10. Approval of withdrawal from the County Case Management Services (CCMS) 28E Agreement. (Item 10)

- \_\_\_ 11. Approval of the FY14 memorandum of agreement between Scott County and Trinity Regional Health Center relating to payment for psychiatric hospitalization services and crisis services. (Item 11)

### **Finance & Intergovernmental**

- \_\_\_ 12. Approval of Governor's Traffic Safety Bureau Grant in the Sheriff's Office. (Item 12)
- \_\_\_ 13. Approval of 28E Agreement for Tobacco Enforcement. (Item 13)
- \_\_\_ 14. Approval of the abatement of delinquent property taxes as recommended by the Scott County Treasurer. (Item 14)
- \_\_\_ 15. Approval of 28E Agreement between Scott County, Iowa and various other Iowa counties constituting the Iowa Precinct Atlas Consortium. (Item 15)
- \_\_\_ 16. FY13 Year End Discussion

### **Other Items of Interest**

- \_\_\_ 17. Consideration of appointments with upcoming term expirations for boards and commissions. (3 month notice) (Item 17)
- \_\_\_ 18. POSTPONED TO A FUTURE DATE! Visit to the National Weather Service located at the Davenport Airport.

### **Thursday, October 10, 2013**

#### **Special Board Meeting - 5:00 pm Board Room, 1st Floor, Administrative Center-Canvass**

- \_\_\_ 1. Roll Call: Sunderbruch, Cusack, Earnhardt, Hancock, Minard
- \_\_\_ 2. Canvass of Votes.
- \_\_\_ 3. Other items of interest.

#### **Regular Board Meeting - 5:00 pm Board Room, 1st Floor, Administrative Center**

### **Tuesday, October 15, 2013**

#### **Special Committee of the Whole - 8:00 am Board Room, 1st Floor, Administrative Center- ISAC Visit**

### **Thursday, October 17, 2013**

#### **Special Committee of the Whole - 12:00 Noon Board Room, 1st Floor, Administrative Center Joint meeting with Board of Health**

**SCOTT COUNTY ENGINEER'S OFFICE**

500 West Fourth Street  
Davenport, Iowa 52801-1106

(563) 326-8640  
FAX – (563) 326-8257  
E-MAIL - engineer@scottcountyiowa.com  
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JON R. BURGSTRUM, P.E.  
County Engineer

ANGIE KERSTEN  
Assistant County Engineer

BECKY WILKISON  
Administrative Assistant

MEMO

TO: Dee Bruemmer  
County Administrator

FROM: Jon Burgstrum  
County Engineer

SUBJ: Second reading of ordinance for establishing two new yield signs on county road.

DATE: October 8, 2013

Second reading of an ordinance to establish two yield signs in Parkview.

- a) From the West entrance at the intersection of Park Avenue Court and Park Lane Circle.
- b) From the East entrance at the intersection of Park Avenue South and Park Lane Circle.

The Parkview Homeowners Board requested that we place stop signs at this location. My response was that we would do a traffic study to determine if stop signs were warranted. We looked at traffic volume, speed limits, and sight distance which are the major factors in determining justification for regulatory signs. We also did a “live” observation during the peak times to determine turning patterns and peak volumes. Our study showed that the warrants for stop signs were not met but the location did meet warrants for yield signs. The primary focus here is to create a safer environment at this location. Yield signs should adequately alert the driver to slow down and watch for oncoming traffic.

SCOTT COUNTY ORDINANCE NO. 13-\_\_\_\_\_

AN ORDINANCE TO ADD CHAPTER 13, SEC. 13-47-B(3), PARKVIEW OF THE SCOTT COUNTY CODE RELATIVE TO PLACEMENT OF TWO YIELD SIGNS ON SCOTT COUNTY SECONDARY ROADS.

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF SCOTT COUNTY, IOWA:

SECTION 1.

Under Sec. 13-47-B, add Item No. 3. Parkview to read:

- a. From the West entrance at the intersection of Park Avenue Court and Park Lane Circle.
- b. From the East entrance at the intersection of Park Avenue South and Park Lane Circle.

SECTION 2.

The County Auditor is directed to keep and maintain a copy of the Ordinance in the County Auditor's office.

SECTION 3. SEVERABILITY CLAUSE

If any of the provisions of the Ordinance are for any reason illegal or void, then the lawful provisions of this Ordinance shall be and remain in full force and effect, the same as if the Ordinance contained no illegal or void provisions.

SECTION 4. REPEALER

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be in full force and effect after its final passage and publication as by law provided.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Larry Minard, Chairperson  
Scott County Board of Supervisors

ATTESTED BY:

\_\_\_\_\_  
Roxanna Moritz  
Scott County Auditor

## Facility and Support Services

600 West 4<sup>th</sup> Street

Davenport, Iowa 52801-1003

fss @ scottcountyiowa.com

(563) 326-8738 Voice (563) 328-3245 Fax

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October 2, 2013

To: Dee F. Bruemmer  
County Administrator

From: Dave Donovan, Director  
Facility and Support Services

Subj: Renovations in the Recorder's Office

The County Recorder has requested the creation of an additional private office space in that office to help facilitate confidential matters including personnel discussions, passport processing, etc. To avoid a major rearrangement of the entire office to install traditional walls, we explored the use of modular, demountable walls that could be installed in place of current cubicle dividers.

There is a product offering from the same manufacturer (Allsteel) that provided all of our current modular office cubicles and freestanding furniture. This product is available with GSA pricing (buying direct from the manufacturer) using a local vendor for design and installation.

We have a proposal from Allsteel via Paragon Commercial Interiors in the total amount of \$15,369.00 for the installation of those demountable glass walls and some minor reworking of adjacent walls in the Recorder's Office to facilitate the installation. I recommend that the Board approve and award that proposal to Paragon as outlined above. This project is budgeted in the current fiscal year in the Capital Plan.

Cc: Rita Vargas  
FSS Management Team

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

October 10, 2013

A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR RENOVATIONS  
FOR THE RECORDER'S OFFICE IN THE AMOUNT OF \$15,369.00.

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

- Section 1. That the proposal for Allsteel demountable walls, minor construction and installation for the Recorder's Office is hereby approved and awarded to Paragon Commercial Interiors in the total amount of \$15,369.00.
- Section 2. This resolution shall take effect immediately.

## Facility and Support Services

600 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1003  
fss @ scottcountyiowa.com  
(563) 326-8738 Voice (563) 328-3245 Fax

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October 1, 2013

To: Dee F. Bruemmer  
County Administrator

From: Dave Donovan, Director  
Facility and Support Services

Subj: Architectural services for Administrative Center Roof Replacement project

In the current 5 year Capital Improvements Plan, there are monies budgeted to begin the process of replacing roofs on several facilities, including the Courthouse, Annex Building and Administrative Center. We originally planned to complete those projects in the order listed above, one each summer for the next three years. Funds budgeted in the current plan reflect those intentions. Recently, a high wind event caused damage to the roof membrane at the Administrative Center. We made temporary repairs to the membrane, but are advised by our roofing contractor to consider making repairs to the Administrative Center roof sooner rather than later. We are thus proposing to swap the order of the roof replacements, undertaking the Administrative Center first rather than last. We will make that adjustment to the plan during the Capital budgeting process later this fiscal year.

In order to be prepared to hire a contractor and complete the roof repair during the mild summer weather in 2014, we need to begin the process of hiring an architect and beginning the design process. To that end, we solicited for professional services for the project with the following responses:

<u>Firm</u>	<u>Fixed Fee Proposal</u>
Bracke, Hayes, Miller, Mahon	\$ 11,280.00
Shive Hattery	\$ 22,000.00
Thomas McInerney	\$ 16,000.00
Ament	\$ 13,900.00
Larrison and Associates	\$ 8,500.00

The lowest fee proposal is from Larrison and Associates in the amount of \$8,500.00. Recently, Larrison and Associates completed the design work for the Jail Roof Replacement and we were quite satisfied with their work. I see no reason to not award this project to that firm and are recommending the Board award to them at this time. The entire project is currently budgeted in the amount of \$250,000 in FY18.

Cc: FSS Management Team



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

October 10, 2013

A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR ARCHITECTURAL  
DESIGN SERVICES FOR THE ADMINISTRATIVE CENTER ROOF REPLACEMENT  
PROJECT IN THE AMOUNT OF \$8,500.00.

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

- Section 1. That the proposals for professional design services for the Administrative Center Roof Replacement Project are hereby approved and awarded to Larrison and Associates in the amount of \$8,500 plus reimbursable expenses.
- Section 2. That the Director of Facility and Support Services is hereby authorized to sign and execute contract documents relating to this award.
- Section 3. This resolution shall take effect immediately.

**Human Resources Department**

600 West Fourth Street  
Davenport, Iowa 52801-1030

Office: (563) 326-8767  
Fax: (563) 328-3285  
www.scottcountyia.com



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**Date:** October 1, 2013

**To:** Dee F. Bruemmer, County Administrator

**From:** Mary J. Thee, Human Resources Director/Asst. County Administrator

**Subject:** Health Department - Organizational Change Recommendations for Grant positions

The Health Department has been reviewing its grant positions. They have worked with Human Resources to create separate job descriptions for these positions. The three positions are Community Transformation Consultant, Community Tobacco Consultant, and Child Care Nurse Consultant. Currently the first two positions fall under the generic duties of the position of Community Health Consultant and the latter position falls under the generic duties of the position of Public Health Nurse. The rationale relates to better tying these positions to the actual grants that fund them and more fully developing the duties related to the grant. The proposed job descriptions are attached. The level of the job tasks have not changed so there is no need to take the positions to the Hay Committee. There are no recommended changes to the Hay points.

The table of organization will need to be modified to reflect two fewer Community Health Consultants and one fewer Public Health Nurse and the addition of the grant funded positions of: Community Transformation Consultant, Community Tobacco Consultant, and Child Care Nurse Consultant.

I recommend the Board of Supervisors consider and implement the above changes. There is no budgetary impact.

**Cc:** Ed Rivers, Health Director  
Amy Thoreson, Deputy Health Director



3/93  
Rev. 1/99  
Rev. 9/03

## SCOTT COUNTY JOB DESCRIPTION

Class Title: Community ~~Health~~-Transformation Consultant  
Working Title: Same  
Department: Health  
Hay Point Value: 355

### Job Summary

Incumbent in this grant-funded position performs functions to achieve the Department's mission in areas of the core public health functions and essential services. Incumbent responsible ~~for the~~ to create environmental and systems changes at the community level that integrate public health, primary care, worksite and community initiatives to help prevent chronic disease through good nutrition and physical activity. delivery of services to ensure the health of the community by gathering, analyzing information, examining, investigating, educating the community about public health issues. In accordance with federal/state/local laws, ordinances and guidelines, the incumbent enhances delivery of education and services to the community to control and address community/public health issues and hazards.

Position is dependent upon grant funding.

Reports to: Community Health Coordinator ~~or Public Health Services Coordinator~~  
Supervises: None  
Works With: All levels of County staff, federal/state and local government agencies, University of Iowa staff, business-es, health care providers and community-based health organizations~~owners and schools.~~

### **Physical/Environmental Conditions**

Incumbent performs work in the field, including visits to businesses and organizations as well as work in an indoor office setting. Occasional exposure to varied weather conditions.

### **Major Duties/Performance Measures**

1. Provides education to businesses, community groups, and individuals regarding community and public health issues and access to health services. Develops and delivers presentations, as requested. May prepare information for public dissemination, through the public information officer, regarding a health issue/incident.
2. Gathers information from varied sources to assess the health of the community in order to diagnose community and public health problems.
3. Analyzes data to determine existence, cause and probable solutions to reported or detected health patterns in the community.
4. Maintains appropriate documentation of activities. Creates reports for the State, ~~B~~Board of Health, and administration regarding volume of work completed, findings of assessments, archive of routine and non-routine actions and grant-funded activity results. Ensures appropriate data is entered in database systems for departmental use.
- ~~5. Assists in the design of data collection methods to maintain and report community-wide health status.~~
- ~~6. May assist in developing community-wide assessments, including developing goals and assisting with implementation of plans.~~
- ~~7.5. Assists in the grant development and programmatic and financial administration of grants to address internal/external goals for health promotion and disease prevention the Community Transformation Program including required trainings, meetings, audits, site visits, etc..-~~
6. Implements state required wellness programs and marketing campaigns to support local health and wellness initiatives.
7. Completes evidence-based assessments with identified local governments, organizations, and businesses

~~8. Provide technical assistance to identified local governments, organizations, and businesses to implement systems-level and environmental changes based upon completed evidence-based assessments.~~

~~8. Assists in determining planning project requirements such as clarifying the purpose, scope, parameters, and issues to be resolved.~~

~~9. Assists with the identification and facilitation of the planning processes. Identifies project goals and outcomes, assembles internal/external teams to develop policy proposals, action recommendations and procedures to accomplish plan. Conducts appropriate research, prepares supporting documentation and suggests structure/format for plans. Compiles multi-source information and prepares written plan, prepares approved plans for printing and distribution and participates in the implementation of work plans.~~

~~10.9.~~ Facilitates the establishment of new partnerships and collaborative relationships.

~~11. Assists with the coordination of plan amendments, administrative updates and plan reviews.~~

~~12. Provides assistance in plan monitoring/auditing and in completing plan assessments.~~

~~13.10.~~ Assists in the development and maintenance of appropriate and effective methods to provide ~~information-information toto report on~~ and promote the health of the community.

~~14.11.~~ Works with outside agencies and community groups to focus diverse resources to achieve community-wide health ~~maintenance and education~~ goals.

~~15.12.~~ Participates in meetings and committees (internal/external) as appropriate or requested. May act as a liaison to external agencies/organizations to represent the health department's responsibilities and provide assistance.

~~16.13.~~ Prepares reports on activities, program procedures and ~~epidemiological study resultsassessment results~~ to provide information and education for internal/external access.

~~17.14.~~ Maintains safe and secure use and storage of equipment/vehicle. Ensures vehicle is maintained in appropriate manner.

~~18.15.~~ Performs other job-related duties as necessary or assigned.

Education:

B.S. degree in health sciences or B.A. degree with a minimum of thirty (30) hours in health or related social science required. Master's level degree preferred.

Work

Experience:

Minimum of two (2) years of public health experience and one (1) year of ~~planning-program implementation or grant administration~~ experience is required.

Essential

Skills:

- Must possess a valid driver's license and satisfactory driving record. (Verified.)
- Possess excellent oral and written communication skills. Ability to provide service to the public in a professional manner, regardless of the situation encountered.
- Ability to establish and maintain courteous and effective working relationships with all levels of staff, outside agencies and diverse public groups.
- Under limited supervision, possess the ability to utilize independent judgment and take appropriate action, based on established protocols and regulations.
- Ability to proficiently utilize basic computer skills to perform word processing, electronic spreadsheet or database tasks.
- Possess demonstrated skills in organizing shifting workload demands to complete tasks in a timely manner.
- Ability to maintain confidentiality.
- Possess knowledge of public health and the relationship to laws/regulations.
- Ability to analyze information/data to identify and recommend plans to resolve public health issues.
- Ability to effectively participate, contribute and achieve goals as a member of a work group and multi-functional team(s).
- Ability to exemplify, by his/her actions, the PRIDE philosophy.

**Physical/Mental Ability Requirements**

Incumbent frequently performs active physical tasks such as walking, standing, kneeling, bending and turning. Occasionally incumbent will reach up to three (3) feet, lift objects weighing up to twenty (20) pounds and carry/lower them up to four (4) feet. Ability to perform minor medical procedures which may occasionally require fine manual dexterity. Ability to concentrate on detailed numeric/written information for extended periods of time.

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



## SCOTT COUNTY JOB DESCRIPTION

Class Title: Community ~~Health~~-Tobacco Consultant

Working Title: Same

Department: Health

Hay Point Value: 355

### Job Summary

Incumbent in this grant-funded position performs functions to achieve the Department's mission in areas of the core public health functions and essential services. Incumbent responsible for the delivery of services to ensure the health of the community by ~~gathering, analyzing information, examining, investigating, educating the community~~maintaining community partnerships that provide effective tobacco control initiatives and activities that have outcomes focused on policy or systems change related to about public health~~tobacco~~ issues.

In accordance with federal/state/local laws, ordinances and guidelines, the incumbent enhances delivery of education and services to the community to control and address ~~community/tobacco-related~~ public health issues and hazards.

Position is dependent upon grant funding.

Reports to: Community Health Coordinator ~~or Public Health Services Coordinator~~

Supervises: None

Works With: All levels of County staff, federal/state and local government agencies, ~~University of Iowa staff,~~ business-ownerses, community agencies/organizations and schools.

### Physical/Environmental Conditions



Incumbent performs work in the field, including visits to businesses and organizations as well as work in an indoor office setting. Occasional exposure to varied weather conditions.

### **Major Duties/Performance Measures**

1. Provides education to businesses, community groups, and individuals regarding ~~community and tobacco-related~~ public health issues and ~~tobacco access to health cessation~~ services. Develops and delivers presentations, as requested. May prepare information for public dissemination, through the public information officer, regarding a health issue/incident.
- ~~2. Gathers and analyzes~~ information from varied sources to ~~assess determine the health of the community in order to diagnose community and public health problems.~~
- ~~2. the impact of tobacco use within the community.~~
- ~~3. Analyzes data to determine existence, cause and probable solutions to reported or detected health patterns in the community.~~
- 4.3. Maintains appropriate documentation of activities. Creates reports for the State, Board of Health, and administration regarding volume of work completed, findings of assessments, archive of routine and non-routine actions and grant-funded activity results. Ensures appropriate data is entered in database systems for departmental use.
- ~~5. Assists in the design of data collection methods to maintain and report community wide health status.~~
- ~~6. May assist in developing community wide assessments, including developing goals and assisting with implementation of plans.~~
4. Assists in grant development and programmatic and financial administration of the Tobacco Use Prevention and Control Community Partnership Program including required trainings, meetings, audits, site visits, etc.
- ~~7. Assists in the development and administration of grants to address internal/external goals for health promotion and disease prevention.~~
5. Maintain, participate, and support efforts of the Tobacco-Free Quad Cities, the local community based coalition to address community tobacco issues.
6. Facilitate a youth-led tobacco group (s) that addresses tobacco use within the teen community or in partnership with another community-based agency/organization.

~~7. Completes assessment of tobacco policies in targeted facility types which may include schools, businesses, health care facilities, rental properties, etc.~~

~~8. Assists in determining planning project requirements such as clarifying the purpose, scope, parameters, and issues to be resolved.~~

~~9.~~8. Assists with the identification and facilitation of ~~the~~ planning processes. Identifies project goals and outcomes, assembles internal/external teams to develop policy proposals, action recommendations and procedures to accomplish plan. Conducts appropriate research, prepares supporting documentation and suggests structure/format for plans. Compiles multi-source information and prepares written plan, prepares approved plans for printing and distribution and participates in the implementation of work plans.

~~9.~~ Facilitates the establishment of new partnerships and collaborative relationships.

~~10. Assists with the coordination of plan amendments, administrative updates and plan reviews.~~

~~11. Provides assistance in plan monitoring/auditing and in completing plan assessments.~~

~~12.~~

~~13.~~10. Assists in the development and maintenance of appropriate and effective methods to provide information ~~to report on to~~ and promote the health of the community including the use of the internet and social media.

~~14.~~11. Works with outside agencies and community groups to focus diverse resources to achieve community-wide ~~health maintenance and education~~tobacco-related goals.

~~15.~~12. Participates in meetings and committees (internal/external) as appropriate or requested. May act as a liaison to external agencies/organizations to represent the health department's responsibilities and provide assistance.

~~16.~~13. Prepares reports on activities, program procedures and ~~epidemiological~~ study assessment results to provide information and education for internal/external access.

~~17.~~14. Maintains safe and secure use and storage of equipment/vehicle. Ensures vehicle is maintained in appropriate manner.

~~18.~~15. Performs other job-related duties as necessary or assigned.

Education:

B.S. degree in health sciences or B.A. degree with a minimum of thirty (30) hours in health or related social science required. Master's level degree preferred.

Work  
Experience:

Minimum of two (2) years of public health experience and one (1) year of program implementation or grant administration experience is required ~~and one (1) year of planning experience is required.~~

Essential  
Skills:

- Must be a non-tobacco user.
- Must pass a criminal check, sexual abuse and child abuse check. (Verified.)
- Must possess a valid driver's license and satisfactory driving record. (Verified.)
- Possess excellent oral and written communication skills. Ability to provide service to the public in a professional manner, regardless of the situation encountered.
- Ability to establish and maintain courteous and effective working relationships with all levels of staff, outside agencies and diverse public groups.
- Under limited supervision, possess the ability to utilize independent judgment and take appropriate action, based on established protocols and regulations.
- Ability to proficiently utilize basic computer skills to perform word processing, electronic spreadsheet or database tasks.
- Possess demonstrated skills in organizing shifting workload demands to complete tasks in a timely manner.
- Ability to maintain confidentiality.
- Possess knowledge of public health and the relationship to laws/regulations.
- Ability to analyze information/data to identify and recommend plans to resolve public health issues.

- Ability to effectively participate, contribute and achieve goals as a member of a work group and multi-functional team(s).
- Ability to exemplify, by his/her actions, the PRIDE philosophy.

**Physical/Mental Ability Requirements**

Incumbent frequently performs active physical tasks such as walking, standing, kneeling, bending and turning. Occasionally incumbent will reach up to three (3) feet, lift objects weighing up to twenty (20) pounds and carry/lower them up to four (4) feet. Ability to perform minor medical procedures which may occasionally require fine manual dexterity. Ability to concentrate on detailed numeric/written information for extended periods of time.

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



## SCOTT COUNTY JOB DESCRIPTION

Class Title: ~~Public Health Nurse~~Child Care Nurse Consultant

Working Title: Same

Department: Health

Hay Point Value: 366

### **Job Summary**

Incumbent in this grant funded position performs functions to achieve the Department's mission in areas of the core public health functions and essential services. Incumbent is responsible for public health nursing practice in all areas of Disease Prevention/Health Promotion in the community child care business/provider setting. Works directly in areas of communicable disease, ~~/tuberculosis, animal bites,~~ environmental illnesses, ~~STD/HIV, detainee/inmate health,~~ school health, child care health, and injury prevention as it relates to child care, ~~chronic disease,~~ and wellness.

Position is dependent upon grant funding.

### **Relationships**

Reports to: Clinical Services Coordinator ~~or Correctional Health Coordinator~~

Supervises: ~~May provide work direction for contract clinic/jail health staff.~~N/A

Works with: Community-based All levels of County staff child care businesses/providers, medical ~~and para-medical~~ community, Iowa Department of Public Health, other local and state agencies, ~~general public.~~

### **Physical/Environmental Conditions**

Work performed in an office setting, as well as in the community in indoor and outdoor environments. Possible exposure to communicable diseases and/or possible physical hazards associated with providing services in varied economic and social settings in private residences, schools, child care centers and homes, businesses and public gathering areas. May include exposure to individuals under the influence of illegal substances. ~~Occasionally, may be on-call.~~

### **Major Duties/Performance Measures**

1. Provides guidance, training, coordination, and support to community-based child care businesses/providers to promote safe and healthy child care environments for all children including children with special health or developmental needs.
2. Provides guidance, support, referrals, and access to care coordination for families and child care businesses to access physical health, oral health, mental health and developmental screening and comprehensive follow-up for children in child care (including children with special health or developmental needs).
3. Maintains appropriate documentation of activities. Creates reports for the State, Board of Health, and administration regarding volume of work completed, findings of assessments, archive of routine and non-routine actions and grant-funded activity results. Ensures appropriate data is entered in database systems for departmental use.

### **Core Duties**

4. Administers direct client care, including but, not limited to: ~~interviewing patient, performing physical examination, providing immunizations, reviewing and interpreting lab results, dispensing/applying medication, recommending treatment, collecting lab specimens and/or performing testing~~ interviewing clients with reportable communicable diseases, and providing nursing case management services for lead poisoned children in accordance with physician's standing orders and departmental protocols.
4. Develops, implements and coordinates health promotion education programs for community-based child care businesses/providers.
- 5.
6. Collaborates with statewide network of child care nurse consultants to implement the Healthy Child Care Iowa Program in community-based child care businesses/providers.
7. Participates in meetings and committees (internal/external) as appropriate or requested. May act as a liaison to external agencies/organizations to monitor/represent the health

department's responsibilities and provide assistance.

8. Assists in grant development and programmatic and financial administration of related grants.
9. Participates in required trainings, meetings, audits, site visits, etc.
10. Orders, stores, inventories and distributes appropriate supplies as needed.
11. Prepares reports on activities, program procedures and assessment results to provide information and education for internal/external access.

~~Maintains documents, files and database information to document program activities and client/inmate care. Submits numeric reports of actions/outcomes to supervisor on routine and as needed basis.~~

~~Develops, implements and coordinates specific disease prevention/health promotion/inmate health education programs as assigned.~~

~~Orders, stores, inventories and distributes appropriate supplies/medications as needed.~~

12. Conducts evaluations of program results/outcomes to measure effectiveness and adequacy of activities.

~~2. \_\_\_\_\_~~

13. Ensures equipment assigned is properly utilized, cared for and accounted for.

- ~~3.~~14. Performs other job-related duties as necessary and/or assigned.

- ~~1. Participates in meetings and committees (internal/external) as appropriate or requested. May act as a liaison to external agencies/organizations to monitor/represent the health department's responsibilities and provide assistance.~~

~~May prepare information for public dissemination, through the public information officer, regarding a health issue/incident.~~

~~Performs other job related duties as necessary and/or assigned.~~

### **~~Disease Prevention/Health Promotion~~**

[ ~~Public Health Nurse~~Child Care Nurse Consultant – Cont'd ]

1. ~~Performs disease surveillance and screening to curtail the incidence and prevalence of disease conditions.~~
2. ~~Gathers epidemiological and statistical data to assist with disease prevention/health promotion intervention and programming.~~
3. ~~Conducts client contacts through onsite clinic, phone calls and field visits. May compose correspondence to contact clients/parents/organizations/physicians regarding follow up or disease prevention.~~
4. ~~Refers clients to appropriate federal, state and local resources, as necessary~~
5. ~~Acts as a resource and provides advice regarding services for organized groups and individuals throughout the community.~~
6. ~~Promotes public health activities through the education of general public, community agencies, public employees, organizations and medical/para medical groups.~~
7. ~~Conducts evaluations of program results/outcomes to measure effectiveness and adequacy of disease prevention/health promotion activities.~~

**~~Detainee/Inmate Health~~**

1. ~~Assists physician in providing daily sick call evaluations in accordance with established protocols and procedures.~~
2. ~~Provides triage prior to booking and initial health care screening interview and evaluation for inmates after booking. Performs physical and TB tests of all inmates.~~
3. ~~Schedules individual chronic health care maintenance and out patient services as needed and approved by the Medical Officer. May refer inmate for immediate care, based on triage of symptoms, after consulting with physician or in accordance with standing orders and departmental protocols.~~

**~~Lead Contact~~**

~~Drafts new or drafts updates of old program procedures according to the Board of Health policies and directives, established procedures and in accordance with federal, state and local rules and regulations.~~

2. ~~Acts as first contact in specific program area for questions/problems/concerns originating from within or external of the Department.~~



- ~~3. Maintains knowledge of program area(s) assigned to as lead to understand and share new developments. May train others in departmental procedures/protocols of assigned area.~~
- ~~4. Responsible for maintaining supply inventory and submitting purchase orders for approval to ensure appropriate materials for program area(s).~~

~~————~~ **Child Care Health**

- ~~1. Responds to inquiries from child care providers about health care services, health information, or request that involves a referral.~~
- ~~2. Assures health care services for children attending child care needing well child health care and health care for acute illness.~~
- ~~3. Provides less than 5 training sessions per year to child care providers regarding health safety in child care or health resources in the community.~~

**Background Requisites**

Education:

B.S. in nursing preferred. Must be licensed as a Registered Nurse in the State of Iowa ~~or possess a valid work permit issued by Iowa Board of Nursing.~~ Certification in CPR and up to date mandatory adult and child abuse training required.

Current certification, or the ability to obtain certification, as a Child Care Nurse Consultant through the Iowa Training Project for Child Care Nurse Consultants (ITPCNC) within six months of employment.

Current certification, or the ability to obtain certification, as a Certified Early Childhood Outdoor Certified Playground Inspector through the National Program for Playground Safety (NPPS) within one (1) year of employment.

**OR**

~~RN with six years of experience required. Must be licensed as a Registered Nurse in the State of Iowa or possess a valid work permit issued by the Board of Nursing. Certification in CPR required.~~

[ ~~Public Health Nurse~~Child Care Nurse Consultant – Cont'd ]

~~Additional certification in any of the areas listed below helpful:~~

~~STD Clinician~~

~~Correctional Health Professional~~

~~Trauma Nurse~~

~~HIV/AIDS Counselor~~

Work Experience:

~~Minimum of two (2) years related-work experience as a nurse required. Experience working with or practicing nursing skills in community-oriented programs helpful. Experience in emergency room care helpful. in community health or pediatric practice.~~

Essential Skills:

- Must possess a valid driving license and satisfactory driving record. (Verified)
- Must pass a criminal check, sexual abuse and child abuse check. (Verified.)
- Ability to provide service to the public in a professional manner, regardless of the situation.
- Ability to utilize independent judgement and take appropriate action, based on established protocols.
- Ability to organize and deliver public health education to varied audiences, by utilizing verbal, written and visual communication tools/resources.
- Possess demonstrated skills in organizing shifting workload demands to meet established deadlines.
- Ability to proficiently utilize basic computer skills to perform word processing, electronic spreadsheet or database tasks.
- Ability to analyze and interpret medical data and take or recommend appropriate action.
- Ability to effectively communicate, orally and in writing.
- Ability to maintain confidentiality.

- Ability to follow protocols and adhere to appropriate safety and security policies in accordance with local, state and federal guidelines.
- Ability to effectively participate, contribute and achieve goals as a member of a work group and multi-functional team(s).
- Ability to exemplify, by his/her actions, the County's PRIDE philosophy.

**Physical/Mental Ability Requirements**

Ability to occasionally lift objects weighing up to fifty pounds and move or carry up to five (5) feet or up/down up to three (3) flights of stairs. Ability to frequently walk up to 200 feet and occasionally walk up to 500 feet. Ability to occasionally push objects on wheels weighing up to 150 pounds up to 100 feet. Ability to occasionally push pull or lift objects weighing up to 50 pounds. Ability to frequently sit or stand while performing duties. May also crawl, bend, or kneel occasionally. May climb up to five flights of stairs. Ability to perform minor medical procedures which may occasionally require fine manual dexterity.

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

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

October 10, 2013

#### APPROVING ORGANIZATIONAL CHANGES IN THE HEALTH DEPARTMENT BY ADJUSTING THE FTE LEVEL OF THE COMMUNITY HEALTH CONSULTANTS INTO THEIR GRANT FUNDED POSITIONS

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

Section 1. That the table of organization for the Health Department be decreased by 2.0 FTE to allow for the creation of separate job descriptions for the grant covered positions previously titled Community Health Consultant and 1.0 FTE for the creation of a separate job description for the grant covered position previously titled Public Health Nurse.

Section 2. That the table of organization for the Health Department be increased by 1.0 FTE to allow for the position of Community Transformation Consultant with the Hay Points set at 355 resulting in a salary scale of \$47,755 (minimum); \$64,609 (maximum).

Section 3. That the table of organization for the Health Department be increased by 1.0 FTE to allow for the position of Community Tobacco Consultant with the Hay Points set at 355 resulting in a salary scale of \$47,755 (minimum); \$64,609 (maximum).

Section 4. That the table of organization for the Health Department be increased by 1.0 FTE to allow for the position of Child Care Nurse Consultant with the Hay Points set at 366 resulting in a salary scale of \$48,657 (minimum); \$65,831 (maximum).

Section 5. It is understood that if grant funding is not available these positions will be eliminated.

Section 6. This resolution shall take effect immediately.

**SCOTT COUNTY PERSONNEL ACTIONS**

Item 08

10-8-13

**BOARD MEETING:** October 10, 2013

**NEW HIRES**

Employee/Department	Position	Salary	Effective Date	Remarks
Chad Hardy Sheriff	Bailiff – P/T	\$17.63/hr	09/23/13	Replaces Brian Huff
Nicholas Pratt Sheriff/Jail	Correction Officer Trainee	\$35,318	09/24/13	Replaces Ryan Brophy
Gloria Isham Sheriff	Clerk III – P/T	\$14.56/hr	10/07/13	Replaces Janice Barnett

**TRANSFERS AND PROMOTIONS**

Employee/Department	New Position	Salary Change	Effective Date	Remarks
None				

**LEAVES OF ABSENCE/OTHER**

Employee/Department	Position	Effective Date	Remarks
None			

**BARGAINING UNIT STEP INCREASES**

Employee/Department	Position	Salary Change	Wage Step	Effective Date
Anisha Robinson Treasurer	Multi-Service Clerk	\$31,886 - \$33,072	Step 4	10/02/13
Lance Bell Secondary Roads	Truck Driver / Laborer	\$39,312 - \$40,851	Step 2	10/03/13

**MERIT INCREASES**

Employee/Department	Position	Salary Change	% of Midpoint	Effective Date
Maceo Jackson Sheriff/Jail	Corrections Lieutenant	\$63,618 - \$66,163 (4.0%)	108.267%	05/10/13
Jack Hoskins Health	Environmental Health Specialist	\$64,169 - \$64,609 (.784%)	115%	08/07/13
Jennifer Kargl Juvenile Detention	Detention Youth Supervisor	\$50,587 - \$51,599 (2.0%)	114.989%	09/10/13
Raquel Posateri Health	Medical Assistant	\$45,678 - \$46,592 (2.0%)	110.757%	09/10/13
Barbara Schloemer FSS	Purchasing Specialist	\$48,218 - \$49,665 (3.0%)	107.447%	09/14/13

\*First review following appointment or promotion. Salary adjusted 5% if not above 95% of midpoint & employee receives rating of 3 or better.

**BONUS**

Employee/Department	Position	Effective Date
Cheryl Kuhlmann Auditor	Accts Payable Specialist	07/01/13
Juli McPherson Treasurer	Multi-Service Clerk	08/12/13

**BONUS (continued)**

Employee/Department	Position	Effective Date
Barbara McCollom Human Resources	HR Generalist	09/10/13
Angie Saul Sheriff	Senior Clerk	09/15/13

**SEPARATIONS**

Employee/Department	Position	Hire Date	Separation Date	Reason for Separation
Donna Welty Health	Resource Assistant	08/04/08	10/25/13	Voluntary resignation

**REQUEST TO FILL VACANCIES**

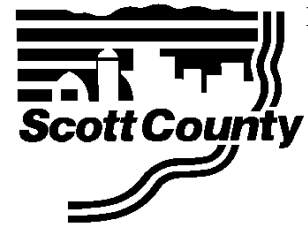
Position/Department	Position Status	Starting Date	Previous Incumbent	Recommendation
Detention Youth Counselor Juvenile Detention	Vacant	ASAP	Oscar Hubert	Approve to fill
Resource Assistant Health	Vacant 10/25/13	ASAP	Donna Welty	Approve to fill

**TUITION REQUESTS**

Employee/Department	Position	Course of Study	Course dates(s)
None			

**Community Services Department**

600 W. 4<sup>th</sup> St.  
Davenport, Iowa 52801



Item 09  
10-08-13

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

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September 30, 2013

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Renewal of Contract for Case Management Services

Enclosed is the renewal contract for case management services between Scott County and the Iowa Department of Human Services (DHS). The contract is a three year contract for the period July 1, 2013 to June 30, 2016.

Scott County subcontracts with DHS for case management services for individuals with intellectual and developmental disabilities. Although the county does not pay for this service anymore as it is a Medicaid service, DHS requested that the counties enter into a contract. Under the MH Redesign, counties/regions are required to designate a case management entity. Scott County has always received quality service from DHS case management. Again there is no cost to the county for this service.

I will be available at the Committee of the Whole meeting to answer questions.



**COUNTY CONTRACT  
FOR TARGETED CASE MANAGEMENT SERVICES**

This contract is entered into on this 1<sup>st</sup> day of July 2013, by and between Scott County (hereafter "Entity") and the Iowa Department of Human Services, Targeted Case Management Unit (hereafter "TCM Unit"), for the provision of targeted case management services.

**RECITALS**

**WHEREAS**, Iowa Code Chapter 225C requires each County of the State of Iowa to provide targeted case management services to persons with intellectual disabilities, brain injury, developmental disabilities, and chronic mental illness.

**WHEREAS**, the Iowa Department of Human Services has received a waiver from the United States Department of Health and Human Services to provide coverage under the Medicaid Program for a limited number of children needing behavioral health care services. This waiver is known as the Children's Mental Health Waiver.

**WHEREAS**, 441 Iowa Administrative Code Section 24.41 defines a targeted case management provider to mean the Iowa Department of Human Services, a county, or a consortium of counties; and

**WHEREAS**, pursuant to 2005 Iowa Acts, Chapter 117, Section 4, case management services are included in the services available under the waiver.

**AGREEMENT**

**ARTICLE I**

**SERVICES TO BE PROVIDED**

**Section 1.1 Services to Persons Who are Medicaid Eligible (Check One):**

- The Entity has determined that the TCM Unit will be the enrolled provider for all consumers.
  
- The Entity has been certified by the Department of Human Services, Division of Mental Health and Disability Services, as a provider of targeted case management services and has enrolled with Iowa Medicaid Enterprise to provide targeted case management services to persons in the designated categories (check those applicable):

- Persons with a Chronic Mental Illness
- Persons with an Intellectual Disability
- Persons with a Developmental Disability
- Children with a Severe Emotional Disturbance
- Persons with a Brain Injury

**Section 1.2 Services to Persons Who are NOT Medicaid Eligible (Check One):**

- The Entity authorizes the TCM Unit to accept applications from persons who are not Medicaid eligible and agrees to pay 100% of the costs of targeted case management services each month. The TCM Unit will apply eligibility criteria developed by the Entity.
- The Entity has established a process to review applications from non-Medicaid eligible persons who apply for targeted case management services, and is responsible for 100% of the costs of approved services, including targeted case management services.

**Section 1.3 Other Services to be Provided:**

1. The TCM Unit shall maintain a list of persons referred for targeted case management services. The number of persons on the referral list shall be provided to the Entity upon request.
2. The TCM Unit shall verify the Medicaid eligibility of all persons who apply for services.
3. The TCM Unit shall provide targeted case management services to those persons included in the Entity's plan. The Entity, as provided by law, assumes no responsibility for targeted case management service costs unless services are provided pursuant to **Section 1.2** above.
4. The TCM Unit will notify the Entity of all proposed amendments to 441 Iowa Administrative Code Chapter 24 and will consider the recommendations of the Entity with respect to those proposed amendments.

**ARTICLE II**  
**Cost of Targeted Case Management Services**

The TCM Unit will set a projected unit rate for targeted case management services for Intellectual Disability/Developmental Disabilities/Chronic Mental Illness.

**ARTICLE III**  
**Contract Duration**

This contract is effective July 1, 2013, through June 30, 2016, inclusive.

**ARTICLE IV**  
**Termination**

1. This contract may be terminated by either party upon ninety (90) days written notice as set forth in Iowa Code Section 225C.20.
2. The Entity shall be responsible for ensuring that a new service provider is in place prior to the expiration of the ninety (90) day notice period. The Entity shall be responsible for payment of the unit rate for services provided by the TCM Unit prior to transfer to the new provider. Upon notice of termination of this contract, the TCM Unit will notify the current consumers that the Entity has terminated their contract with DHS-TCM and notify the consumer of their right to choose service providers.

**ARTICLE V**  
**Monitoring and Evaluation**

All information regarding persons receiving targeted case management services is considered confidential and will be used and disseminated only in compliance with state and federal law.

**ARTICLE VI**  
**Billing**

The Entity has selected the TCM Unit as its targeted case manager, and the TCM Unit shall bill the Iowa Medicaid Enterprise, the Iowa Managed Care Plan, or the County for the costs of providing Medicaid targeted case management services, in accordance with 441 Iowa Administrative Code Chapter 80.

**ARTICLE VII**  
**Administration**

1. The Entity and the TCM Unit will comply with all applicable state and federal laws, rules, regulations, and court orders.
2. There are no third party beneficiaries to this contract.
3. This contract may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.
4. This contract may be amended only upon written agreement of both parties.

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants set forth, the parties execute this contract through their duly authorized agents.

\_\_\_\_\_  
Chair, Scott County Board of Supervisors  
\_\_\_\_\_ (Date)

\_\_\_\_\_  
Director or Authorized Designee  
Iowa Department of Human Services  
\_\_\_\_\_ (Date)

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

OCTOBER 10, 2013

APPROVAL OF RENEWED CONTRACT BETWEEN DHS CASE MANAGEMENT  
SERVICES AND SCOTT COUNTY

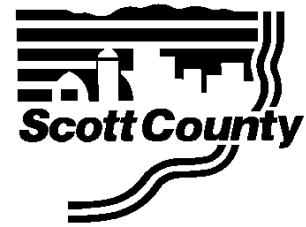
BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the renewed contract between DHS Targeted Case Management and Scott County to provide services to individuals with intellectual and developmental disabilities is approved.

Section 2. That the Chairman is hereby authorized to sign said agreement.

Section 3. This resolution shall take effect July 1, 2013.

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



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

---

September 30, 2013

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Withdrawal from the County Case Management Services (CCMS) 28E Agreement

Scott County joined County Case Management back in the 1990's. The CCMS staff within ISAC provide technical assistance and consultation to case management entities. Scott County subcontracts with Vera French for case management services for consumers with chronic mental illness. CCMS staff review policies/procedures of the case management provider, review rate developments, ensure budget compliance, ensures proper documentation is in place for all cases, completes operational reviews to ensure compliance with Chapter 24 of the Iowa Administrative Code and provides training seminars as needed.

In the Eastern Iowa MH/DS region, Scott County is the only county who subcontracts case management services. The other four counties in the region provide their own case management. The reason for the need to withdraw from the 28E agreement is because of the implementation of Integrated Health Homes (IHH) in the spring of 2014. The "case management services" will essentially be going away and Vera French will become an Integrated Health Home provider. Scott County will no longer subcontract with VF for this service. Vera French will be the actual provider, billing Medicaid and being paid directly by Medicaid. Scott County will no longer be the pass through entity for the Medicaid funds.

I have attached the letter addressed to the Chair of the CCMS Board, Jack Willey, indicating Scott County's desire to withdraw from the 28E agreement. The letter serves as written notice required by the 28E agreement in Section 4. I have also attached a copy of the 28E Agreement for your review.

I will be available at the Committee of the Whole meeting to answer any questions.

This instrument was prepared by David Vestal, 701 E. Court Ave., Suite A, Des Moines, IA 50309, (515) 244-7181

COUNTY CASE MANAGEMENT SERVICES

R-E-V-I-S-E-D A-G-R-E-E-M-E-N-T

**WHEREAS**, Iowa Counties desire to provide case management services; and

**WHEREAS**, certain Iowa Counties desire to cooperate for the purpose of providing technical assistance and training regarding case management, and other similar services that would be more efficient and economical if provided jointly rather than individually; and

**WHEREAS**, each County is a public agency within the meaning of Iowa Code Chapter 28E (1999), and the Iowa State Association of Counties (hereinafter "ISAC") is a private agency within the meaning of Iowa Code Chapter 28E (1999); and

**WHEREAS**, this Agreement has not been updated since 1991;

**THEREFORE**, ISAC and the undersigned Counties enter into this revised Agreement for the provision of county case management services under the following terms and conditions:

**1. CREATION.** The undersigned Counties, each having previously adopted this Agreement in its original form by resolution of its Board of Supervisors, and ISAC, having previously adopted this Agreement in its original form by vote of its Board of Directors, have joined together to form and create the separate legal entity under Iowa Code Chapter 28E (1999), known as COUNTY CASE MANAGEMENT SERVICES. This entity shall have the power, privileges, and authority as hereinafter set forth in this revised Agreement.

**2. DURATION.** This revised Agreement shall become effective at such time as the undersigned counties and ISAC execute this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8(1999). Copies of the filed and recorded Agreement shall be provided to ISAC, member Counties and COUNTY CASE MANAGEMENT SERVICES. The operations of COUNTY CASE MANAGEMENT SERVICES shall be perpetual unless COUNTY CASE MANAGEMENT SERVICES is abolished by a unanimous vote of the full COUNTY CASE MANAGEMENT SERVICES Board of Directors.

**3. ADDITIONAL MEMBERSHIP.** After this Agreement becomes effective, any Iowa county that is a member of ISAC may become party to this Agreement and gain membership in COUNTY CASE MANAGEMENT SERVICES by adoption of this Agreement, as it may have been amended, by resolution of its Board of Supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (1999), with a copy of the filed and recorded Agreement to be provided to ISAC, the member County and COUNTY CASE MANAGEMENT SERVICES. Each new member County shall pay a six hundred dollar (\$600) entry fee.

Enhanced training and technical assistance for new member counties shall be made available at a cost to be determined by COUNTY CASE MANAGEMENT SERVICES.

**4. WITHDRAWAL.** Any County, by resolution, or ISAC, by vote of its Board of Directors, may withdraw from COUNTY CASE MANAGEMENT SERVICES by giving written notice to the Board of Directors of COUNTY CASE MANAGEMENT SERVICES no later than November 15 preceding the fiscal year of withdrawal. Withdrawal shall not relieve the withdrawing County of the obligation to pay its share of the expenses of COUNTY CASE MANAGEMENT SERVICES for the duration of the fiscal year in which the notification of withdrawal occurs. Services of COUNTY CASE MANAGEMENT SERVICES shall continue to be provided to the withdrawing County until the date of withdrawal.

**5. ORGANIZATION.** COUNTY CASE MANAGEMENT SERVICES shall be under the direction and control of a Board of Directors consisting of eleven (11) members. One (1) board member shall be selected by and from the ISAC Board of Directors. This board member shall serve until the ISAC Board of Directors selects a replacement. The remaining ten (10) board members shall be county supervisors from counties that are members of COUNTY CASE MANAGEMENT SERVICES.

**6. SELECTION OF BOARD MEMBERS.** COUNTY CASE MANAGEMENT SERVICES Board of Directors vacancies shall be filled by the ISAC Board of Directors based on recommendations submitted by the COUNTY CASE MANAGEMENT SERVICES Board of Directors. Geographical location and gender shall be considered in making board selections. No county shall have more than one (1) board member of the ten (10) board members selected by the COUNTY CASE MANAGEMENT SERVICES Board of Directors.

**7. BOARD COMPOSITION.** The Board of Directors of COUNTY CASE MANAGEMENT SERVICES shall be composed as follows: four (4) directors from the counties having the largest one-third in terms of participating case management clients (hereinafter "Level A"); three (3) directors from the counties having the middle one-third in terms of participating case management clients (hereinafter "Level B") ; and three (3) directors from the counties having the smallest one-third in terms of participating case management clients (hereinafter "Level C"). If the total number of participating counties is not divisible by three (3), COUNTY CASE MANAGEMENT SERVICES shall make the levels as equal as possible in terms of number of counties. The number of participating case management clients for each county will be determined by COUNTY CASE MANAGEMENT SERVICES on the first day of each fiscal year. Fiscal years shall run from July 1 to June 30. Any change in the number of participating case management clients made during a fiscal year will be reflected in board representation commencing with the next ensuing fiscal year. Each appointment shall be for a period of three (3) years. Board members shall serve without compensation, except for reasonable expenses as determined by the Board of Directors.



**8. CCMS POWERS.** COUNTY CASE MANAGEMENT SERVICES shall have the power to contract with ISAC or any other public or private agency to provide the following services, as determined by the Board of Directors, to each member County:

- (a) Reviews of policies and procedures required of a case management provider;
- (b) Reviews of rate development to assure that counties are recouping all allowable direct or indirect costs;
- (c) Reviews of Office of Management and Budget Circular A-87 compliance;
- (d) Reviews of County compliance with Health Care and Finance Administration (HCFA) cost allowability requirements that exceed OMB A-87 requirements;
- (e) Additional financial reviews of operations to assure proper documentation and cost allocation for allowable expenses;
- (f) Operational reviews for compliance with Chapter 24 of the Iowa Administrative Code. Member Counties shall release personal identifying information essential for operational review to County Case Management Services in accordance with existing federal and state laws and regulations. COUNTY CASE MANAGEMENT SERVICES recognizes the confidentiality of this information, and will not disclose any information that personally identifies the consumer. When such information is released to COUNTY CASE MANAGEMENT SERVICES, a note shall be entered in the consumer's record and the consumer shall be notified of the release;
- (g) Reviews of operations for efficiency and effectiveness;
- (h) Trouble shooting and mediation on behalf of counties with specific problems between UNYSIS, HCFA and/or the State of Iowa;
- (i) Audit defense services should a disallowance be threatened;
- (j) Advocacy services for counties through attendance at Enhanced Services Oversight Committee, MH/MR/DD Commission, Council on Human Services, and Administrative Rules Committee meetings when appropriate;
- (k) Reports to ISAC regarding the provision of case management services;
- (l) Training seminars in a variety of areas depending on interest and need; and
- (m) Any other services as determined by the COUNTY CASE MANAGEMENT SERVICES Board of Directors.

**9. POWERS OF CCMS BOARD.** The COUNTY CASE MANAGEMENT SERVICES Board of Directors shall have each and all of the following powers:

- (a) To organize itself at its June meeting every year for the following fiscal year and elect a Chair, Vice Chair and Second Vice Chair for the next ensuing one (1) year;

(b) To adopt reasonable rules for the conduct of its meetings, including times for regular meetings, provisions for calling special meetings, notification of meetings, by-laws and all other matters necessary for the orderly and efficient conduct of its business. A majority of board members shall constitute a quorum at any meeting for the transaction of business. *Robert's Rules of Order (1970)* shall govern parliamentary practice on matters not specifically covered in the rules adopted by the Board of Directors;

(c) To ascertain the case management needs of members counties;

(d) To contract with any public or private agency to provide all necessary services;

(e) To purchase and maintain all equipment, vehicles, supplies and other items of tangible personal property reasonably necessary to fulfill the purposes of this Agreement;

(f) To rent, lease or contract with any public or private entity for the use of tangible personal property, real estate or other services reasonably necessary to fulfill the purposes of this Agreement;

(g) To establish a system of accounting and budgeting;

(h) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement; and

(i) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

**10. BUDGET.** The COUNTY CASE MANAGEMENT SERVICES Board of Directors shall, prior to July 1 of each year, prepare and adopt a budget for the operation of COUNTY CASE MANAGEMENT SERVICES for the next fiscal year. The COUNTY CASE MANAGEMENT SERVICES Board of Directors shall make a copy of its budget available to each member County and to the ISAC Board of Directors. The COUNTY CASE MANAGEMENT SERVICES Board of Directors may amend the budget during the fiscal year. The accounts of COUNTY CASE MANAGEMENT SERVICES shall be audited and verified by a certified public accountant within one hundred fifty (150) days of each fiscal year and a copy thereof provided to each member of the COUNTY CASE MANAGEMENT SERVICES Board of Directors and the Auditor of the State of Iowa. Additional fiscal information shall be provided to member Counties as requested.

**11. FUNDING.** COUNTY CASE MANAGEMENT SERVICES shall provide the services referred to in this Agreement to each member County. The costs to Counties for these services shall be determined by COUNTY CASE MANAGEMENT SERVICES on an annual basis, using guidelines developed by the COUNTY CASE MANAGEMENT SERVICES Board of Directors. Member Counties shall be billed on a monthly basis. Member Counties that are the Medicaid enrollee shall each be charged for all the Title XIX clients for which the county's case management services are provided internally. Member Counties that are the Medicaid enrollee may exclude from COUNTY CASE MANAGEMENT SERVICES Title XIX clients that are under subcontract with a private provider. If member counties exclude subcontracted clients, subcontractors and their employees shall not be eligible to receive technical or educational services through COUNTY CASE MANAGEMENT SERVICES.

**12. AMENDMENTS.** This Agreement may be amended by resolution of the Board of Directors of COUNTY CASE MANAGEMENT SERVICES by first adopting such amendment and then submitting it to the individual member Counties and ISAC. A separate explanation of the reasons for the amendment shall be included. Each County desiring to vote upon the amendment shall do so by resolution and return to COUNTY CASE MANAGEMENT SERVICES a certified copy of the resolution stating the County's vote within thirty (30) days of the date that the County received a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. The ISAC Board of Directors may vote upon the amendment and return to COUNTY CASE MANAGEMENT SERVICES a notarized letter from the ISAC President, stating ISAC Board of Directors' vote within thirty (30) days of the date that the ISAC Board of Directors received a copy of the proposed amendment. If the ISAC Board of Directors does not vote upon the amendment within this time, it shall be considered to have approved the amendment. If the amendment receives a majority of the votes, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (1999).

**13. NON-LIABILITY.** ISAC and individual Counties shall not be liable for any acts, deeds, resolutions or other actions of COUNTY CASE MANAGEMENT SERVICES. Each individual County, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of COUNTY CASE MANAGEMENT SERVICES. ISAC and its assets may not be reached, attached or executed upon by any creditor or claimant of COUNTY CASE MANAGEMENT SERVICES.

**14. THIRD PARTY BENEFIT.** Neither the provisions of this Agreement nor the provisions of any agreement that COUNTY CASE MANAGEMENT SERVICES may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any County and neither this Agreement nor any agreement that COUNTY CASE MANAGEMENT SERVICES may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any County.

**15. DISPOSITION OF ASSETS.** In the event this Agreement is terminated and COUNTY CASE MANAGEMENT SERVICES is abolished, all property of COUNTY CASE MANAGEMENT SERVICES shall be delivered, assigned and conveyed to ISAC, after payment of all just debts, obligations and liabilities of COUNTY CASE MANAGEMENT SERVICES.

**16. SEVERABILITY.** If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

THE EXECUTION OF THIS AGREEMENT BY ISAC AND BY EACH UNDERSIGNED COUNTY SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT.

COUNTY CASE MANAGEMENT SERVICES AGREEMENT

IOWA STATE ASSOCIATION OF COUNTIES

\_\_\_\_\_ Date \_\_\_\_\_  
William R. Peterson  
ISAC Executive Director

STATE OF IOWA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

I, William R. Peterson, being first duly sworn on oath depose and state that I am the executive director of the Iowa State Association of Counties (ISAC), and that I executed the foregoing instrument as executive director of the private, nonprofit corporation and that the statements contained therein are true.

NO SEAL \_\_\_\_\_  
William R. Peterson  
ISAC Executive Director

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Jerri Noboa  
Notary Public in the State of Iowa



COUNTY CASE MANAGEMENT AGREEMENT

Chairperson  
Attest:  
County Auditor

Date  
- County Board of Supervisors

**R-E-S-O-L-U-T-I-O-N #**

**WHEREAS**, Iowa Counties desire to provide case management services; and

**WHEREAS**, certain Iowa Counties desire to cooperate, one with another, for the purpose of providing technical assistance and training regarding case management, and other similar services that would be more efficient and economical if provided jointly rather than individually; and

**WHEREAS**, each County is a public agency within the meaning of Iowa Code Chapter 28E (1991) and the Iowa State Association of counties is a private agency within the meaning of Iowa code Chapter 28E (1991):

**THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF**

**COUNTY** that this County does hereby enter into the COUNTY CASE MANAGEMENT AGREEMENT with the Iowa State Association of Counties and with other Counties, to form a separate legal entity known as COUNTY CASE MANAGEMENT SERVICES, to provide technical assistance and training regarding case management and other similar services, and the Chairperson of the Board of Supervisors is hereby empowered and directed to execute the COUNTY CASE MANAGEMENT AGREEMENT on behalf of this County.

Chairperson, Board of Supervisors

County

ATTEST:

County Auditor

DATE:

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



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

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October 10, 2013

Mr. Jack Willey, Chair  
County Case Management Services  
5500 Westown Parkway, Ste. 190  
West Des Moines, Iowa 50266

RE: Written Notice for Withdrawing From CCMS 28E Agreement

Dear Mr. Willey,

The counties are facing numerous changes in the MH/DS system over the next few years. As the state implements Integrated Health Homes (IHH), the counties will see significant changes in services.

The services we have received from CCMS will need to change. Currently, CCMS provides technical assistance to Vera French Community Mental Health Center Case Management staff as Scott County subcontracts with Vera French for that service. In discussions with Vera French, they are aware of the implementation of IHHs and are very positive about the transition. They plan to be an Integrated Health Home for many consumers in our community. Because Vera French plans to be the actual provider of the new service, there is no need to subcontract with them.

This letter serves as the written notice required in Section 4 of the 28E agreement to inform you that Scott County will withdraw from the CCMS 28E agreement effective 7/1/14. Deb Eckerman-Slack had been notified by email of this decision, but this letter serves as the formal notice.

Obviously with all of the changes occurring with MH Redesign, ACA and Integrated Health Homes, it is our hope that consumers will be better served.

Sincerely,

Scott County Board of Supervisors



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

OCTOBER 10, 2013

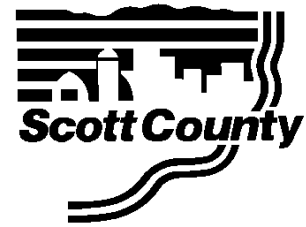
APPROVAL OF WITHDRAWAL FROM COUNTY CASE MANAGEMENT SERVICES  
28E AGREEMENT WITH ISAC

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

Section 1. That Scott County's withdrawal from the 28E Agreement with ISAC  
for County Case Management Services is approved.

Section 2. This resolution shall take effect July 1, 2014.

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



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

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September 30, 2013

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Memorandum of Agreement with Trinity Regional Health Center

Attached for consideration by the Board is a Memorandum of Agreement between Scott County and Trinity Regional Health Center. This agreement is for FY14, 7/1/13 to 6/30/14.

The agreement includes a per diem rate of \$790 for all behavioral health services at Trinity (excluding physician services). The agreement also addresses payment of the difference between what private insurance may pay for an individual and the per diem rate of \$790. The behavioral health services currently at Trinity involve children only.

With this agreement between Scott County and Trinity Regional Health Center, other counties utilizing Trinity behavioral health services, will be expected to pay the same rate.

I will be available at the Committee of the Whole meeting to answer any questions. Upon approval by the Board, this Memorandum of Agreement will be offered to Trinity for their approval.

## MEMORANDUM OF AGREEMENT

BETWEEN

TRINITY, ROCK ISLAND AND SCOTT COUNTY

This agreement is made and entered into effective July 1, 2013 by and between Scott County, Iowa, a governmental unit of the State of Iowa (hereinafter referred to as Scott County), and Trinity Regional Health System – Rock Island (hereinafter referred to as Trinity) a corporation that provides acute care behavioral health services in the Quad Cities.

In that all payments by Scott County for services to person with mental retardation, developmental disabilities and/or mental illness must be provided through a limited special services fund and under the auspices of an approved management plan, activities provided under this agreement shall be conducted in accordance with the Scott County Management Plan for Mental Health and Developmental Disability (MH/DD) Services.

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

1. Scott County designates Trinity as a preferred community based provider of acute care mental health services for persons who are living in Scott County for a period of 7/1/13 to 6/30/14.
2. Trinity will provide psychiatric hospitalization services to person identified in the Scott County Management Plan and ordered to be detained under Iowa Code Section 229.11 (commonly called immediate custody prior to hearing) and section 229.13 (commonly called placement order) or Iowa Code Section 229.22 (commonly called a forty-eight (48) hour hold).
3. In consideration for such services as identified in Item 2, Scott County will provide payment to Trinity for psychiatrically related services upon submission to the Scott County Community Services Department of an itemized billing of services provided.
  - A. Itemized billings will be reviewed by Scott County Community Services for any determination as to covered psychiatric charges. Any services determined by Scott County to be non-covered charges will be considered to be the patient's liability.
  - B. Payment will be made at the rate of \$790.00 per day for all Trinity Behavioral Health Services (exclusive of physician services).
  - C. In consideration of the per diem applied, Scott County will assure that payment of covered charges is made to Trinity within sixty (60) days of receipt of the bill.
  - D. If beneficiary has primary insurance, Scott County shall pay the difference of the primary insurance payment up to the \$790.00 per day rate.
  - E. Scott County agrees to provide payment to Trinity for the above referenced services at the agreed upon rates listed below:

99238-Inpatient/Hospital Discharge	\$61.21 Per Unit
99075-Medical Testimony	\$125.00 Per Unit
99221-Initial Evaluation/Admit	\$64.32 Per Unit
99222-Initial Evaluation/Admit	\$105.96 Per Unit
99223-Initial Evaluation/Admit	\$142.17 Per Unit
99231-Inpatient Subsequent	\$32.84 Per Unit
99232-Inpatient Subsequent	\$51.37 Per Unit
99233-Inpatient Subsequent/Hospital Care	\$72.27 Per Unit

4. Trinity will provide substance abuse evaluation hospitalization services to persons under the eighteen (18) years ordered to be detained under Iowa Code Section 125.81 (commonly referred to as immediate custody prior to hearing) of Iowa Code Section 125.91 (commonly referred to as a forty-eight (48) hour hold).

5. In consideration for such services as identified in Item 4, Scott County will provide payment to Trinity for such substance abuse related services based upon submission to the Scott County Community Services Department of an itemized billing of services provided.

- A. Itemized billings will be reviewed by Scott County Community Services for determination as to covered psychiatric charges. Any services determined by Scott County to be non-covered charges will be considered to be the patient’s liability.
- B. Payment will be made at the rate of \$790.00 per day for all Trinity Behavioral Health Services (exclusive of physician services).
- C. In consideration for the per diem, Scott County will assure that payment of covered charges is made to Trinity within sixty (60) days of receipt of bill.
- D. Both Trinity and Scott County understand that Scott County will make no payment for substance abuse services provided after the hearing on the 125 substance abuse commitment application.
- E. If beneficiary has primary insurance, Scott County shall pay the difference of the primary insurance payment up to the \$790.00 per day rate. Scott County agrees to provide payment to Trinity for the above referenced services at the agreed upon rates listed below:

99238-Inpatient/Hospital Discharge	\$61.21 Per Unit
99075-Medical Testimony	\$125.00 Per Unit
99221-Initial Evaluation/Admit	\$64.32 Per Unit
99222-Initial Evaluation/Admit	\$105.96 Per Unit
99223-Initial Evaluation/Admit	\$142.17 Per Unit
99231-Inpatient Subsequent	\$32.84 Per Unit
99232-Inpatient Subsequent	\$51.37 Per Unit
99233-Inpatient Subsequent/Hospital Care	\$72.27 Per Unit

6. Trinity will provide substance abuse evaluation hospitalization services to persons over the age of eighteen (18) years ordered to be detained under Iowa Code Section 125.81 (commonly referred to as immediate custody prior to hearing) or Iowa Code Section 125.91 (commonly referred to as a forty-eight (48) hour hold).
7. In consideration for such services as identified in Item 6, Scott County will provide payment to Trinity for such substance abuse related services based upon submission to the Scott County Community Services Department of an itemized billing of services provided.
  - A. Itemized billings will be reviewed by Scott County Community Services for determination as to covered substance abuse evaluation charges. Any services determined by Scott County to be non-covered charges will be considered to be the patient's liability.
  - B. Payment will be made at the rate of \$790.00 per day for all Trinity Behavioral Health Services (exclusive of physician services).
  - C. In consideration for the per diem, Scott County will assure that payment of covered charges made to Trinity within sixty (60) days of receipt of bill.
  - D. Both Trinity and Scott County understand that Scott County will make no payment for substance abuse services provided after the hearing on the 125 substance abuse commitment application.
  - E. If beneficiary has primary insurance, Scott County shall pay the difference of the primary insurance payment up to the \$790.00 per day rate.
8. The relationship of Trinity to the county is that of an independent contractor. Nothing in this agreement shall be construed so as to deem any employee or agent of Trinity to be an employee of the County for any purpose.
9. 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.
10. The term of this Agreement shall be for a period beginning July 1, 2013, and ending June 30, 2014. Thereafter, this Agreement shall be renewed through amendment for successive periods of one year, provided, however, that either of the parties shall have the right to terminate this Agreement at any time after sixty (60) days upon the deliverance of written notice hereinafter provided.
11. If either party wishes to terminate this agreement, said party shall deliver to the other party a sixty (60) day written notice of termination.

SCOTT COUNTY BOARD OF SUPERVISORS

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Larry Minard, Chairperson

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Date

TRINITY - ROCK ISLAND

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Vice President Finance/Chief Financial  
Officer

---

Date

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**

**OCTOBER 10, 2013**

**APPROVING THE FY14 MEMORANDUM OF AGREEMENT BETWEEN SCOTT COUNTY AND TRINITY REGIONAL HEALTH CENTER RELATING TO PAYMENT FOR PSYCHIATRIC HOSPITALIZATION SERVICES AND CRISIS SERVICES.**

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

Section 1. The Memorandum of Agreement between Scott County and Trinity Regional Health Center Relating to Payment for Psychiatric Hospitalization Services for the period July 1, 2013 through June 30, 2014, and identifying a per diem rate of \$790 for psychiatric services provided, is approved.

Section 2. The Chairman is authorized to sign the Memorandum of Agreement.

Section 3. This resolution shall take effect July 1, 2013.

# DENNIS CONARD, SHERIFF



**Michael K. Brown**  
Chief Deputy Sheriff

**Clifford G. Tebbitt**  
Jail Administrator


EMERGENCY 9-1-1  
(563) 326-8625  
(563) 326-8689 (FAX)

400 WEST 4<sup>th</sup> STREET  
DAVENPORT, IOWA 52801-1104

[www.scottcountyiowa.com](http://www.scottcountyiowa.com)  
[sheriff@scottcountyiowa.com](mailto:sheriff@scottcountyiowa.com)

Date: September 26, 2013

Memo To: Dee Bruemmer

From: Sheriff Conard 

REF: **Governor's Traffic Safety Bureau contract for October 1, 2013 – September 30, 2014**

Attached is the new Governor's traffic Safety Bureau (GTSB) contract for Board approval. This is an on-going grant that pays overtime for traffic enforcement. This contract has awarded \$36,790 for traffic overtime, with a County match of \$12,263.33 or 25%. Regularly budgeted overtime dollars will cover the 25% match.

Please let me know if you have any questions.

Thank you.





**GOVERNOR'S TRAFFIC SAFETY BUREAU  
IOWA DEPARTMENT OF PUBLIC SAFETY**

**CONTRACT NUMBER:** State and Community Highway Safety Grant  
PAP 14-402-M0PT, Task 21-00-00

**ISSUING AGENCY:** DPS/Governor's Traffic Safety Bureau

**PROJECT CONTRACTOR:** Scott County Sheriff's Office

**CONTRACT STATUS:** Year  3

<b>FISCAL SUMMARY:</b>	Highway Safety	Contractor	Total Funds
Cash Amount	\$36,790.00	\$12,263.33	\$49,053.33

**AGENCY/LAW/ SOURCE:** National Highway Traffic Safety Administration  
(NHTSA), Public Law 112-141, Section 402

**Submit Reimbursement Claims To:**

Jennifer Parsons, Program Administrator  
Governor's Traffic Safety Bureau  
215 East 7th Street, 3rd Floor  
Des Moines, IA 50319-0248

**Issue Payment To:**

Scott County Sheriff  
400 W 4th St  
Davenport, IA 52801-1187

**Submit Reports To:**

Jennifer Parsons, Program Administrator  
Governor's Traffic Safety Bureau  
215 East 7th Street, 3rd Floor  
Des Moines, IA 50319-0248  
515-725-6127, FAX 515-725-6133

**Transmit Contract Information To:**

Lieutenant Tim Lane  
Scott County Sheriff's Office  
400 West 4th Street  
Davenport, IA 52801  
563-326-8628, FAX 563-326-8247

The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2014 Highway Safety Plan, State and Community Highway Safety Grant 14-402-M0PT, Task 21-00-00, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 112-141 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

**IN WITNESS THEREOF**, the parties hereto have executed this contract on the day and year last specified below.

**CONTRACTOR:**

By 

Date:  9-17-13

**ISSUING AGENCY:**

By 

Patrick J. Hoye, Bureau Chief

Date:  9.4.13

Effective Date:  10/01/13

Expiration Date:  09/30/14

## **SPECIAL CONDITIONS**

**Article 1.0 Identification of Parties.** This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Scott County Sheriff's Office (hereinafter referred to as Contractor).

### **Article 2.0. Statement of Purpose.**

**WHEREAS**, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

**WHEREAS**, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act, as amended, and

**WHEREAS**, the Contractor has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

**THEREFORE**, the parties hereto do agree as follows:

**Article 3.0 Area Covered.** The Contractor will perform all the work and services required under this Contract in connection with and respecting the following areas:

Scott County, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

**Article 4.0 Reports and Products.** The Contractor will submit the following reports and products:

- 4.1 A Claim for Reimbursement (HSP-2) form, documentation and, if applicable, an Equipment Accountability Report (HSP-3) form for reimbursement within 90 days of the expense being paid by the Contractor with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2014.
- 4.2 A cumulative final report due November 1, 2014 covering accomplishments of Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities as well as total departmental effort.
- 4.6 A long term cost assumption plan for the project by March 31, 2014.

**Article 5.0 Designation of Officials.**

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.

- 5.2 Contractor Designee, Sheriff Dennis Conrad, is designated to approve in writing, on behalf of the Contractor, the HSP-2 Claim for Reimbursement and any negotiated changes in this Contract.

**Article 6.0 Key Personnel.** The Contractor hereby assigns the duties and responsibilities of project administration to Lieutenant Tim Lane, representing the Contractor in this agreement.

**Article 7.0 Time of Performance.** The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

**Article 8.0 Modification of General Conditions.** None.

**Article 9.0 Additional Special Conditions.**

- 9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the HSP-2 and, for equipment, the HSP-3 as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
- a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
  - b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify the DPS/GTSB if the Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.
- 9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes 23 CFR 1200.21. The Contractor will comply with all applicable procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20.
- 9.6 Civil Rights Act - The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL

101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply.

- 9.7 Buy America Act - The Contractor will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- 9.8 Political Activity (Hatch Act) - The Contractor will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. As such, the Contractor will not subcontract with any agency to conduct DPS/GTSB contract-related activities.
- 9.9 Lobbying Restrictions - None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## **Article 10.0 Conditions of Payment.**

- 10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by the DPS/GTSB for any item of work or service will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by the DPS/GTSB for all work and services required under this Contract will not exceed \$36,790.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.

- 10.2 HSP-2 Form for Payment. All payments to the Contractor will be subject to the DPS/GTSB's receipt of an HSP-2 and documentation. If claiming equipment, an HSP-3 must also be submitted. The Contractor must perform services and receive merchandise between the effective dates of the contract and pay for expenses prior to submitting the claim for reimbursement. An HSP-2 will be submitted on a form provided by the DPS/GTSB. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director.
- 10.3 Receipt of Federal Funds.
- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
  - b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.
  - c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.
- 10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.
- 10.5 The Contractor will arrange for an audit to be performed in accordance with OMB Circular A-133 when, as a non-federal entity, the Contractor receives \$500,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State & Community Highway Safety Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

**Article 11.0 Statement of Work and Services.** The Contractor will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Contractor will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
  - a. Deputies to conduct 1206 hours of directed high-visibility overtime enforcement.
- 11.8 Contract activities:
  - a. Conduct high-visibility traffic enforcement directed at occupant restraint, impaired driving and other traffic violations during times and at locations identified as high-risk, based on crash data, including at least two multi-agency events with one event held at night.
  - b. Conduct at least twelve public information/education activities focused on changing traffic safety behavior concerns.
  - c. Conduct and publicize results of two observational occupant protection surveys during March and August.
- 11.9 Key dates:
  - a. By November 15, 2013 and the 15th of each subsequent month through October 15, 2014, submit a monthly report as specified in Article 4.5.
  - b. By November 1, 2014, submit an annual report as specified in Article 4.2.
  - c. By November 15, 2014, submit final claim for reimbursement.
  - d. By March 31, 2014, submit a long-term cost assumption plan as specified in Article 4.6.

11.10 Objective/performance measures:

- a. High-visibility enforcement conducted with at least 85 impaired driving, 225 occupant protection, and 875 speed and other moving violation contacts reported.
- b. Twelve public information activities conducted and reported.
- c. Two occupant protection surveys completed and results publicized.

**Article 12.0 Project Budget.**

	<u>Highway Safety Funds</u>	<u>Contractor</u>
Personal Services		
Directed overtime enforcement	<u>\$36,790.00</u>	<u>\$12,263.33</u>
TOTAL	\$36,790.00	\$12,263.33
Soft match provided by Contractor:		\$_____



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

October 10, 2013

APPROVAL OF GOVERNOR'S TRAFFIC SAFETY BUREAU GRANT IN THE  
SHERIFF'S OFFICE

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

- Section 1. That the Board hereby approves a grant in the amount of \$36,790 from the Governor's Traffic Safety Bureau, with a County match of \$12,263.33 (25%).
- Section 2. That the Board approves receipt of such funding.
- Section 3. That the Sheriff is approved to sign such application.
- Section 4. This resolution shall take effect immediately.

# DENNIS CONARD, SHERIFF

Item 13  
10-08-13

**Michael K. Brown**  
Chief Deputy Sheriff



**Clifford G. Tebbitt**  
Jail Administrator

EMERGENCY 9-1-1  
(563) 326-8625  
(563) 326-8689 (FAX)


400 WEST 4<sup>th</sup> STREET  
DAVENPORT, IOWA 52801-1104

[www.scottcountyiowa.com](http://www.scottcountyiowa.com)  
[sheriff@scottcountyiowa.com](mailto:sheriff@scottcountyiowa.com)

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Date: September 26, 2013

Memo To: Dee Bruemmer

From: Sheriff Conard 

**REF: State of Iowa Alcoholic Beverages Division Pledge Program**

Attached is the 28E Agreement for Tobacco Enforcement from the Iowa Alcoholic Beverages Division. This is a program the Sheriff's Office has taken part in for several years, and the agreement is standard from years past.

Please let me know if you or the Board of Supervisors have any questions.

Thank you.

# 28E AGREEMENT FOR TOBACCO ENFORCEMENT

## SCHEDULE 3

THIS AGREEMENT is made and entered into on this 23 day of August, 2013 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the Scott County Sheriff (The "Department"). The parties agree as follows:

### SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 **Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 142A and a 28E Agreement with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- 1.2 **Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

Scott County Sheriff  
400 W 4th St, Davenport, IA 52801

SECTION 2. **PURPOSE.** The parties have entered into this Agreement for the purpose of providing and funding tobacco enforcement activities in compliance with Iowa Code § 453A.2 (2013).

SECTION 3. **TERM.** The term of the Agreement shall be from the aforementioned date through June 30, 2014, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. **FILING.** Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

### SECTION 5. RESPONSIBILITIES OF THE PARTIES.

#### 5.1 **Responsibilities of the Department.**

- 5.1.1 **Local Tobacco Enforcement.** The Department shall provide tobacco enforcement of Iowa Code Chapter 453A.
- 5.1.2 **Compliance Checks.** "Compliance checks" mean activity to enforce Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of § 453A.2 within additional jurisdictions upon agreement of

the Parties. ABD shall make available to the Department the location of each tobacco permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco permit holder within the jurisdiction of the Department during the term of the Agreement.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2013.

The compliance check shall be completed and submitted for reimbursement to ABD by February 15, 2014. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2013 business year, but not before October 1, 2013.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than May 15, 2014.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the cigarette or tobacco permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by February 15, 2014, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

5.1.3 **Youth Volunteers.** Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance checks in a manner consistent with Section 6. The Department may seek youth volunteers through the local tobacco community partnership program. Please note that the federal government (SYNAR) **will no longer allow minors under the age of sixteen (16)** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks are informed of this change.

5.1.4 **Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce youth smoking laws by ticketing youth offenders.

- 5.1.5 **Cops-in-Shops.** The Department agrees to cooperate with the ABD in conducting “cops-in-shops,” or similar programs designed to deter youth from attempting to purchase cigarettes or tobacco products.
- 5.1.6 **Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.7 **Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- 5.1.8 **Community Partnership.** The Department shall fully cooperate with, and be an active participant in, their local tobacco community partnership. Community partnerships are charged with reducing tobacco use by youth and pregnant women, as well as working to promote compliance by minors and retailers with tobacco sales laws and ordinances. If a local community partnership does not exist at the time the Agreement is executed, the Department shall become an active participant within thirty (30) days of the establishment of a local community partnership.
- 5.1.9 **Miscellaneous.** The Department shall be responsible for the day-to-day administration of their tobacco enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 **Responsibilities of the ABD.**

- 5.2.1 **Enforcement Guidance.** The ABD shall provide guidance on tobacco enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.4 **Payment.** The ABD shall pay the Department in the manner described in Section 6.
- 5.2.5 **Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
- 5.2.6 **Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department’s officers including, but not limited to, worker’s compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect

to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

## SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 **Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of fifty dollars (\$50) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 **Eligible Claims.** Compliance checks that are conducted on or after October 1, 2013 are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 **Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 **Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco enforcement activities.
- 6.3.2 **Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

## SECTION 10. TERMINATION.

10.1 **Termination For Convenience.** Following thirty (30) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.2.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.2.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.2.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.2.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.3 **Notice of Default.** If there occurs a default event under Section 10.2, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.3.1 Immediately terminate the Agreement without additional written notice; or,

10.3.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

## SECTION 11. INDEMNIFICATION.

11.1 **By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorneys fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

- 11.2 **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

## SECTION 12. CONTACT PERSON.

- 12.1 **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

## SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an



obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.

- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Karen J. Freund  
Deputy Administrator of Regulatory Affairs  
Iowa Alcoholic Beverages Division  
1918 SE Hulsizer Road  
Ankeny, Iowa 50021  
515-281-7414  
Email: Freund@IowaABD.com

If to Department:

Sheriff Dennis Conard  
Scott County Sheriff  
400 W 4th St  
Davenport, IA 52801  
Email: DCONARD@SCOTTCOUNTYIOWA.COM

- 13.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.

- 13.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 **Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 **Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.
- 13.17 **Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- 13.18 **Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

#### SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are

hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

\_\_\_\_\_  
Stephen Larson, Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karen Freund,  
Deputy Administrator of Regulatory Affairs

\_\_\_\_\_  
Date

By Law Enforcement Agency

*Dennis J. Conard*  
Department Official

8-23-13  
Date

*Samela A. Bennett*  
Department Witness

8-23-13  
Date

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

October 10, 2013

APPROVAL OF 28E AGREEMENT FOR TOBACCO ENFORCEMENT WITH IOWA  
ALCOHOLIC BEVERAGES DIVISION AND THE SCOTT COUNTY SHERIFF'S OFFICE

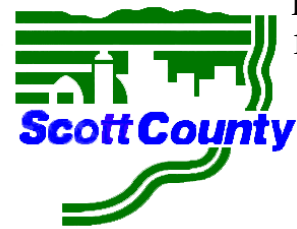
BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the 28E Agreement for Tobacco enforcement with Iowa  
Alcoholic Beverages Division and the Scott County Sheriff's Office is  
hereby approved.
- Section 2. That the Scott County Sheriff is hereby authorized to sign said  
agreement.
- Section 3. This resolution shall take effect immediately.

**BILL FENNELLY**  
**SCOTT COUNTY TREASURER**

600 W 4<sup>th</sup> Street  
Davenport, Iowa 52801-1030

[www.scottcountyiowa.com](http://www.scottcountyiowa.com)  
[www.iowatreasurers.org](http://www.iowatreasurers.org)



Item 14  
10-08-13

**MOTOR VEHICLE DIVISION**  
Scott County Administrative Center (563) 326-8664

**PROPERTY TAX DIVISION**  
Scott County Administrative Center (563) 326-8670

**COUNTY GENERAL STORE**  
902 West Kimberly Road, Suite 6D  
Davenport, Iowa 52806  
(563) 386-AUTO (2886)

**DATE:** September 19, 2013

**TO:** Scott County Board of Supervisors

**CC:** Dee F. Bruemmer, Scott County Administrator  
**CC:** Tim Huey, Planning and Development Director

**FROM:** Bill Fennelly, Scott County Treasurer

**RE:** Request to Abate Property Taxes

The City of Bettendorf has requested the abatement of the current 2012 taxes parcels 842721212, 842721211 and 842005009.

Attached is the request from the City of Bettendorf.

I am requesting the abatement of the identified taxes pursuant to statute 445.63.



1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

Scott County Treasurer  
Attn: Barb Varice  
600 W 4<sup>th</sup> Street  
Davenport IA 52801-1030

September 17, 2013

Re: Abatement of taxes for 2013

Dear Barb,

The following parcels have taxes owing for the 2013 year. These parcels are exempt from taxation pursuant to Iowa Code Section 427.1(2) and the City of Bettendorf respectfully requests that the taxes be abated by the Board of Supervisors.

BEB 842721212

BEB 842721211

BEB 842005009

Please give me a call if you have any questions. Thanks.

Sincerely,

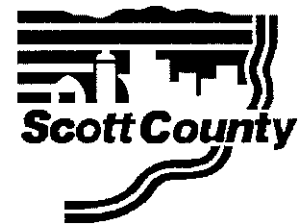
Lori Ulloa  
Accounting Manager

Cc: Carol Barnes  
Decker Ploehn

**BILL FENNELLY**  
**SCOTT COUNTY TREASURER**

600 W 4<sup>th</sup> Street  
Davenport, Iowa 52801-1030

[www.scottcountyiowa.com](http://www.scottcountyiowa.com)  
[www.iowatreasurers.org](http://www.iowatreasurers.org)



**MOTOR VEHICLE DIVISION**  
Scott County Administrative Center (563) 326-8664

**PROPERTY TAX DIVISION**  
Scott County Administrative Center (563) 326-8670

**COUNTY GENERAL STORE**  
902 West Kimberly Road, Suite 6D  
Davenport, Iowa 52806  
(563) 386-AUTO (2886)

**Date:** October 1, 2013

**To:** Scott County Board of Supervisors

**CC:** Dee F. Bruemmer, Scott County Administrator  
**CC:** Tim Huey, Planning and Development Director

**From:** Bill Fennelly, Scott County Treasurer

**RE:** Request to Abate Property Taxes

The city of Davenport has requested the abatement of 2012 taxes for the following parcels:

<u>Parcel</u>	<u>2012 Tax Amount</u>
L0032-02A	\$ 3,464.00
L0017-04	\$ 1,864.00
L0017A01D	\$22,448.00
F0041-11	\$ 10.00
F0054-04C	\$ 4,284.00
L0009-20	\$ 3,896.00
L0009-21	\$ 3,952.00
L0022-02	\$ 6,084.00
X1223-20D	\$ 822.00
X1207-23A	\$ 1,208.00
X0155-27E	\$ 196.00
X1205-24	\$ 84.00
X1221-25A	\$ 80.00
X1223-22B	\$ 210.00
F0050-15	\$ 56.00
L0005-32B	\$ 1,144.00
X0235B05	\$ 78.00
F0050-15	\$ 56.00
X0235C25	\$ 138.00
X0235C26	\$ 120.00
X0235C27	\$ 120.00
X0235C28	\$ 120.00
X0235C30	\$ 124.00
X0235D08	\$ 138.00
X0235D09	\$ 122.00
X0235D17	\$ 116.00

X0235D16	\$ 112.00
X0235D15	\$ 116.00

I am requesting the abatement of the identified taxes pursuant to statute 445.63.





**City of Davenport**  
**Public Works Center**

1200 East 46th Street • Davenport, Iowa 52807  
 Fax: 563-327-5182  
[www.cityofdavenportiowa.com](http://www.cityofdavenportiowa.com)

HAND DELIVERED

September 30, 2013

Tim Huey  
 Planning and Development Director  
 Annex Building  
 518 West Fourth Street  
 Davenport, Iowa 52801-1106

RE: Request for Tax Abatement by the City of Davenport

The City of Davenport hereby requests Scott County abate 2012 taxes and taxes for previous years:

- i) The following real estate taxes for tax year 2012 on levee properties owned by the City of Davenport in the City's name or under the name "Davenport Levee Commission".

Parcel	Address or Location	Total 2012 Taxes	Amount Due Sept. 1st	Requested to be Exempt in the past
<b>Parcels Listed Under DAVENPORT LEVEE COMMISSION</b>				
L0032-02A	NE Corner of S. Marquette Street and W. Beiderbecke Drive	\$3,464.00	\$1,732.00	Yes
L0017-04	SE corner of the intersection of S. Marquette St and the CP Rail Line - Centennial Park	\$1,864.00	\$932.00	Yes
L0017A01D	CB & Q Parking Lot - SE corner of E. River Drive and Perry Street	\$22,488.00	\$11,224.00	Yes



ii) The following real estate taxes for tax year 2012 owned by the City of Davenport

Parcel	Address or Location	Total 2012 Taxes	Amount Due Sept. 1st	Requested to be Exempt in the past
Parcels Listed Under CITY OF DAVENPORT				
F00411-11	1500 E. River Drive	\$10.00	\$5.00	Yes
F0054-04C	Boat House Restaurant - LAND ONLY - 1201 E. River Drive	\$4,284.00	\$2,142.00	Yes
L0009-20	108 E 2nd Street	\$3,896.00	\$1,948.00	Yes
L0009-21	110 E. 2nd Street	\$3,952.00	\$1,976.00	Yes
L0022-02	102 E. 2nd Street	\$6,084.00	\$3,042.00	Yes
X1223-20D	Along Eastern Av. Between E. 53rd Street and E. 54th Street	\$822.00	\$411.00	Yes
X1207-23A	South of Eastern Av. Library	\$1,208.00	\$604.00	Yes
X0155-27E	3 parcels not connected adjacent or near Veterans Memorial Parkway and east of the CP rail spur	\$196.00	\$98.00	Yes
X1205-24	along the east side of the CP rail spur and 200 ft north of E. 53rd Street	\$84.00	\$42.00	Yes
X1221-25A	NE corner of E. 53rd Street and the CP rail spur	\$80.00	\$40.00	Yes
X1223-22B	along the north side of E. 53rd Street between the CP rail spur and Eastern Avenue	\$210.00	\$105.00	Yes
F0050-15	vacant parcel on the NW corner of E. 6th Street and LeClaire Street	\$56.00	\$28.00	No
L0005-32B	NE corner of Scott Street and the e/w alley between 2nd Street and 3rd Street	\$1,144.00	\$572.00	No
X0235B05	2nd parcel in from the NE corner of Hoover Road and Franklin Avenue	\$78.00	\$39.00	No
F0050-15	vacant parcel on the NW corner of E. 6th Street and LeClaire Street	\$56.00	\$28.00	No
<del>L0005-32B</del>	<del>NE corner of Scott Street and the e/w alley between 2nd Street and 3rd Street</del>	<del>\$1,144.00</del>	<del>\$572.00</del>	<del>No</del>
<del>X0235B05</del>	<del>2nd parcel in from the NE corner of Hoover Road and Franklin Avenue</del>	<del>\$78.00</del>	<del>\$39.00</del>	<del>No</del>
X0235C25	SW corner of Hoover Road and Franklin Avenue	\$138.00	\$69.00	No
X0235C26	2nd parcel in from the SW corner of Hoover Road and Franklin Avenue	\$120.00	\$60.00	No

Duplicate

Duplicate

Parcel	Address or Location	Total 2012 Taxes	Amount Due Sept. 1st	Requested to be Exempt in the past
X0235C27	3rd parcel in from the SW corner of Hoover Road and Franklin Avenue	\$120.00	\$60.00	No
X0235C28	4th parcel in from the SW corner of Hoover Road and Franklin Avenue	\$120.00	\$60.00	No
X0235C30	6th parcel in from the SW corner of Hoover Road and Franklin Avenue	\$124.00	\$62.00	No
X0235D08	9th parcel in from the SW corner of Hoover Road and Franklin Avenue	\$138.00	\$69.00	No
X0235D09	10th parcel in from the SW corner of Hoover Road and Franklin Avenue	\$122.00	\$61.00	No
Scott Co — X0235D18	SW corner of Franklin Avenue and Benjamin Court	\$96.00	\$48.00	No
X0235D17	2nd parcel from the SW corner of Franklin Avenue and Benjamin Court	\$116.00	\$58.00	No
X0235D16	3rd parcel from the SW corner of Franklin Avenue and Benjamin Court	\$112.00	\$56.00	No
X0235D15	4th parcel from the SW corner of Franklin Avenue and Benjamin Court	\$116.00	\$58.00	No

Thank you in advance for your attention to this matter. I've attached copies of the corresponding tax notices for the above listed parcels. Feel free to contact me if any questions arise.

Sincerely,

Mike Atchley  
Real Estate Manager  
[jma@ci.davenport.ia.us](mailto:jma@ci.davenport.ia.us)

cc: Bill Fennelly, Scott County Treasurer  
Tom Warner, Corporation Counsel  
File

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT  
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY  
THE BOARD OF SUPERVISORS ON \_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

RESOLUTION  
SCOTT COUNTY BOARD OF SUPERVISORS  
October 10, 2013

APPROVAL OF THE ABATEMENT OF DELINQUENT PROPERTY TAXES AS  
RECOMMENDED BY THE SCOTT COUNTY TREASURER AND IN ACCORDANCE  
WITH IOWA CODE CHAPTER 445.63

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

Section 1. Iowa Code Section 445.63 states that when taxes are owing against a parcel owned or claimed by the state or a political subdivision of this state and the taxes are owing before the parcel was acquired by the state or a political subdivision of this state, the county treasurer shall give notice to the appropriate governing body which shall pay the amount of the taxes due. If the governing body fails to immediately pay the taxes due, the board of supervisors shall abate all of the taxes.

Section 2. City of Bettendorf has requested the abatement of the current 2012 taxes for parcels 842721212, 842721211, and 842005009.

Section 3 City of Davenport has requested the abatement of the current 2012 taxes for parcels L0032-02A, L0017-04, L0017A01D, F0041-11, F0054-04C, L0009-20, L0009-21, L0022-02, X1223-20D, X1207-23A, X0155-27E, X1205-24, X1221-25A, X1223-22B, F0050-15, L0005-32B, X0235B05, F0050-15, X0235C25, X0235C27, X0235C27, X0235C28, X0235C30, X0235D08, X0235D09, X0235D17, X0235D16, X0235D15

Section 3. The County Treasurer is hereby directed to strike the amount of property taxes due on Davenport parcels in accordance with Iowa Code Section 445.63.

Section 4. This resolution shall take effect immediately.



**ROXANNA MORITZ, C.E.R.A.**  
**AUDITOR & COMMISSIONER OF ELECTIONS**  
600 W. 4<sup>TH</sup> Street  
Davenport, Iowa 52801  
Ph: (563) 326-8631 Fax: (563) 326-8601  
Cell: (563) 370-3915  
[www.scottcountyiowa.com](http://www.scottcountyiowa.com)

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To: Scott County Board of Supervisors  
From: Roxanna Moritz, Scott County Auditor  
Re: Precinct Atlas 28E Agreement  
Date: September 30, 2013

My office has forwarded to you a proposed 28E agreement for Scott County to join the Iowa Precinct Atlas Consortium. We have included correspondence between myself and Jasper County Auditor Dennis Parrott who is the president of the Precinct Atlas Consortium. For the current fiscal year membership in the consortium will cost \$332 on a prorated basis. For next fiscal year the cost will be approximately \$4,000.

We have used Precinct Atlas and Absentee Precinct Atlas (for use at satellite voting locations) in every major election since the general election of 2010. These programs have saved the county expenses for overtime and employing extra temporary election workers for hand recording voter history into the I-VOTERS database. They have also made precinct election officials more efficient and improved election accuracy by ensuring that those ineligible to vote do not receive ballots, and those special case voters who are eligible to vote in fact do receive ballots.

As background, Precinct Atlas was developed by the Auditor's Office and IT Department of Cerro Gordo County, with an agreement that the program was to be licensed and distributed statewide by the Office of Secretary of State. This was the case in the first full year of distribution.

However, that agreement broke down when a new Secretary of State was elected. The Secretary of State promised to develop his own version of an electronic poll book which would be distributed to the counties free of charge. In response, the various counties using Precinct Atlas formed their own organization to promote Precinct Atlas. Our office continued to use an early version of Precinct Atlas under the original licensing agreement between Cerro Gordo County and the Secretary's Office.

We used the Secretary's electronic poll book program in a small election earlier this year. While there are several positive aspects to the program, it was not fully developed to meet our needs. It has not been tested in any major election. Scott County should not experiment with a new electronic poll book program in a major election.

We plan to use ID card scanners beginning with the 2014 primary election, and the Precinct Atlas program has been successfully using scanners for several elections. Consequently I must recommend that Scott County join the Iowa Precinct Atlas Consortium.

**Dennis K. Parrott** [auditor@co.jasper.ia.us](mailto:auditor@co.jasper.ia.us)

Jasper County Auditor & Commissioner of Elections

Deputies

**Tina Mulgrew** [tmulgrew@co.jasper.ia.us](mailto:tmulgrew@co.jasper.ia.us)

**Teresa Arrowood** [tarrowood@co.jasper.ia.us](mailto:tarrowood@co.jasper.ia.us)

**Melissa Hartgers** [mhartgers@co.jasper.ia.us](mailto:mhartgers@co.jasper.ia.us)



September 23, 2013

Roxanna Moritz  
Scott County Auditor  
600 W. 4<sup>th</sup> Street  
Davenport, Iowa 52801

RE: Iowa Precinct Atlas Consortium

Dear Roxanna,

I received your letter restating the previous verbal agreement of the conditions that would allow Scott County to use the Precinct Atlas program and join the Precinct Atlas Consortium. You have correctly stated the facts and conditions of our agreement. I confirm and accept the terms as stated. I have attached a copy of your letter that includes my signature and words of acceptance of the exact terms.

Roxanna, I am happy to have you and Scott County as a partner. If you need any assistance prior to using the updated version in the 2014 Primary Election do not hesitate to let me or Ken Kline know. Scott County will be an important member of the Consortium. As a member you deserve to receive all of the benefits of the program and that includes support whenever you need it.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Parrott". The signature is fluid and cursive.

Dennis K. Parrott  
Jasper County Auditor  
President of Precinct Atlas Consortium

ROXANNA MORITZ  
AUDITOR & COMMISSIONER OF ELECTIONS  
600 W. 4<sup>TH</sup> Street  
Davenport, Iowa 52801  
Ph: (563) 326-8631 Fax: (563) 326-8601  
Cell: (563) 370-3915  
www.scottcountyiowa.com



DENNIS K. PARROTT  
JASPER COUNTY AUDITOR

September 19, 2013

Dennis Parrot  
Jasper County Auditor  
PO Box 944  
Newton IA 50208

RE: Iowa Precinct Atlas Consortium

Dear Dennis,

As my office proceeds to forward to our Board of Supervisors the 28E Agreement for Scott County to join the Iowa Precinct Atlas Consortium I wanted to memorialize the discussion between us and Auditor Ken Kline regarding Scott County's conversion to the new Precinct Atlas program.

Scott County would join the consortium during the current fiscal year, but not use the newest version of Precinct Atlas during the school and city elections. Instead, Scott County would have access to the most recent version, including the ID card scanner function, in time for the 2014 Primary Election. Further, instead of paying the full year membership dues, Scott County would pay the equivalent of a one month proration. Based on the voter registration total for Scott County on May 1, 2013 the yearly member fee would be \$3,985 and the proration would be \$332. I believe that this constitutes our agreement for fiscal year 2013/2014. Scott County would pay the full price of membership in fiscal year 2014/2015.

Please let me know if I have omitted any point. Also, please send a confirmation of this agreement. My Board of Supervisors will want this information as they consider joining the consortium.

Sincerely,

A handwritten signature in cursive script that reads "Roxanna Moritz".

Roxanna Moritz  
Scott County Auditor and  
Commissioner of Elections

*Terms accepted  
September 24, 2013*

*Dennis Parrott  
President Precinct Atlas  
Consortium*



## 28E AGREEMENT

### FOR

### IOWA PRECINCT ATLAS CONSORTIUM

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and hereby join together to form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as the Iowa Precinct Atlas Consortium (“IPAC”).

#### SECTION 1: IDENTITY OF THE PARTIES

- 1.1 The undersigned counties are political subdivisions and constitute “public agencies” as defined in Iowa Code section 28E.2.
- 1.2 The Auditors of the undersigned counties shall be hereinafter collectively referred to as “Members.”

#### SECTION 2: PURPOSE

The parties enter into this 28E Agreement to provide an organizational structure to purchase a copyright license for distribution and use within Iowa in order to facilitate the Members’ use of the computer software programs known as Precinct Atlas and Absentee Atlas, also known as Absentee Precinct Atlas or Satellite Atlas, as well as related software and hardware components (hereinafter collectively referred to as “Precinct Atlas”). Each Member county shall be obligated under such copyright license entered into by IPAC. In addition, IPAC shall engage in any other related activity in which an Iowa 28E organization may lawfully be engaged. IPAC shall comply with all provisions of Iowa Code Chapter 28E, including subjecting itself to open meeting and public record requirements, with the notice and publication requirements set forth in Iowa Code Section 28E.6 (2013).

#### SECTION 3: TERM AND TERMINATION

- 3.1 Effective Date. This Agreement shall be effective when the undersigned initial Members’ counties, as listed in Exhibit “A,” execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8.
- 3.2 Term. The term of this Agreement shall be perpetual, unless terminated by the following process:
  - a) Approval by a majority the Board of Directors; and
  - b) Submission of the matter to the Board of Supervisors of the county of each Member. An explanation of the reasons for the termination shall be sent to the Board of Supervisors of the county of each Member. Each such county

desiring to vote upon termination shall do so by resolution of the Board of Supervisors and return of the same to the President of the IPAC Board of Directors within thirty (30) days of the date the copy of the proposed termination is mailed. Any county not voting upon the proposed termination within this time shall be considered to have approved the termination. In order for termination to occur, it must be approved by seventy-five percent (75%) of the Member counties.

- c) Alternatively, termination will be deemed to be approved in the event any laws are enacted that prohibit the use of Precinct Atlas by the Member counties.

3.3 Effective Date of Termination. If termination is approved pursuant to Section 3.2 on or before January 31 in any fiscal year, then the termination shall be effective the following July 1. If termination is approved after January 31 in any fiscal year, then the termination shall not be effective until one year after the following July 1.

3.4 Distribution of Assets. In the event IPAC is terminated pursuant to this Agreement, cash and cash equivalents (after payment of all just debts, obligations and liabilities of IPAC) shall be apportioned among the current Member counties based upon a pro rata percentage of each Members' fees under this Agreement for the fiscal year of termination. All property of IPAC other than cash and cash equivalents (after payment of all just debts, obligations and liabilities of IPAC), shall be delivered, assigned and conveyed to the entity that is providing support services of Precinct Atlas to IPAC.

#### **SECTION 4: MEMBERS**

4.1 Initial Members. Initial Members shall be the Auditors of the counties which have executed, approved and adopted this Agreement through a resolution by the county's Boards of Supervisors by July 31, 2013.

4.2 Member Fees. For the fiscal years ending June 30, 2014 and June 30, 2015, each Member county shall pay a fee equal to \$1,500 plus two (2) cents per registered voter as of May 1 of the applicable year. Fees for subsequent fiscal years shall be set by the IPAC Board by the end of each calendar year for the upcoming fiscal year. Member fees are due and payable July 31 of each year.

4.3 Rollover of Unspent Memorandum of Understanding Fees. Any Initial Members which were participants in the memorandum of understanding of the previously unincorporated Iowa Precinct Atlas Association of County Auditors hereby agree to have all funds associated with its fees paid to Cerro Gordo County remaining with the unincorporated association on July 1, 2013 transferred to IPAC.

- 4.4 Additional Members. After July 31, 2013, new Members may be admitted only if all of the following occur:
- a) The President of the IPAC Board approves admitting the new Member, including the effective date of membership;
  - b) The new Member's county executes, approves and adopts, through a resolution by the county's Board of Supervisors, this Agreement, subsequent amendments thereto and the bylaws in effect at that time; and
  - c) The new Member's county pays the member fees for the current fiscal year.
- 4.5 Member Voting. Every Member in attendance at either an annual or special meeting of IPAC Members shall be entitled to one vote on any question or resolution presented to the Members during the meeting. Proxy voting shall not be allowed, except that a Member's staff person shall be allowed to vote in the place of an absent County Auditor. A Member shall be considered in attendance for purposes of voting only by being present in person at a meeting – participation via phone or other electronic means shall not be considered being present for purposes of voting.
- 4.6 Quorum. A majority of the Members shall constitute a quorum. A quorum must be present in order for the Members to conduct business.
- 4.7 Action. In order for an action to be approved, it must be approved by a majority of the Members present at a meeting, unless a higher threshold is required by a specific provision in this Agreement or the bylaws.
- 4.8 Member Meetings. The IPAC annual meeting shall be held in conjunction with the summer conference of the Iowa State Association of County Auditors. Other conferences, schools, and special meetings of the Members shall be called by the President or by a majority vote of the Board. The President shall promptly give notice of meetings and copies of agendas to all the Members.
- 4.9 Member Withdrawal. A Member county may voluntarily withdraw from IPAC by providing the Board of Directors with written notice. A Member county that withdraws will not receive any refund of fees, regardless of when in the fiscal year the Member county withdraws. If the IPAC Board of Directors receives notice of withdrawal prior to January 31 of any fiscal year, then the Member county will be under no obligation to pay fees associated with the next fiscal year. If the IPAC Board of Directors receives notice of withdrawal after January 31 of any fiscal year, then the Member county will still be obligated to pay the fees associated with the next fiscal year. Upon receipt of notice to withdraw, any Member or other representative of the Member's county that is serving in an elected or appointed IPAC position shall be deemed to have resigned from the position. Any Member which withdraws under this Section 4.9 must discontinue use of Precinct Atlas on the first day in which the Member county's fees expire and will remove Precinct Atlas from all systems (as required under IPAC's license for use of Precinct Atlas with

Cerro Gordo County) of the withdrawing Member county by the same date. If the withdrawing Member later wants to be re-admitted to IPAC, it must go through the process set forth in Section 4.4.

- 4.10 Member Removal. Upon approval by a majority of the Board of Directors, a Member may be removed for any of the following reasons:
- a) a Member's county breaches the licensing agreement between IPAC and Cerro Gordo County;
  - b) a Member's county is 60 days delinquent in paying its fees under this Agreement;
  - c) otherwise "for cause," which shall only be for serious delinquencies.

If a Member is removed under Section 4.10(c), such removal shall only be effective after approval by both the Board of Directors and the Members. Members removed under this Section 4.10 shall be required to pay fees in the same manner as a Member withdrawing under Section 4.9. Upon removal, any Member or other representative of the Member's county that is serving in an elected or appointed IPAC position shall be deemed to have resigned from the position and the removed Member must discontinue use of Precinct Atlas and remove Precinct Atlas from all systems (as required under IPAC's license for use of Precinct Atlas with Cerro Gordo County) of the removed Member county by the same date.

## **SECTION 5: GOVERNANCE AND ELECTIONS**

5.1 Board Duties. IPAC shall be under the direction and control of the Board of Directors. The IPAC Board of Directors shall have each and all of the following powers:

- a) To contract with any public or private entity to provide all necessary services, specifically including a limited exclusive license agreement with Cerro Gordo County;
- b) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- c) To establish a system of accounting and budgeting, and a system for receiving payments;
- d) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
- e) To sue and be sued;
- f) To appoint a fiscal agent;
- g) To do and perform any acts authorized by Chapter 28E of the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity;
- h) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- i) To receive funds from each Member as set forth in this Agreement;
- j) To accept grants, contributions or loans from Federal, State or local agencies;
- k) To establish the times and places for business meetings and educational conferences, and set agendas for those meetings and conferences; and

- l) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

5.2 Initial Board of Directors. The initial IPAC Board of Directors shall be those individuals serving on the executive board of the previously unincorporated Iowa Precinct Atlas Association of County Auditors as of the Effective Date of this Agreement. The Cerro Gordo County Auditor shall also serve as a voting initial Director. The initial Board of Directors shall serve until successor Directors take office, as described below.

5.3 Subsequent Board of Directors. The first election for Directors under this Agreement shall be held at IPAC's 2015 Annual Meeting, which shall occur in conjunction with the summer conference of the Iowa State Association of County Auditors. Terms of subsequent Directors shall begin immediately following the election and shall continue for staggered terms as set forth in the bylaws. The subsequent Board of Directors shall include a minimum of five (5) members. The board shall include the following positions:

- a) President;
- b) Vice President;
- c) Secretary; and
- d) At least two (2) general Directors.

The bylaws shall determine if additional Directors or positions for general Directors are necessary.

5.4 Duties of Director Positions.

- a) The President shall preside at the IPAC business meetings and Director meetings, preserve order, enforce this Agreement and IPAC's bylaws, and appoint committee members, unless otherwise provided. The President shall appoint any additional committee for a special purpose different from the purposes of the Standing Committees.
- b) The Vice President shall assist the President. During the temporary absence or disability of the President, the Vice President shall discharge the duties of the President. Should the President be permanently absent or disabled, the Vice President shall succeed to the office of the President.
- c) The Secretary shall keep minutes of all IPAC business and Director Board meetings and other IPAC business records. The Secretary's records and all accounts shall be open at all times for inspection by any IPAC Member.

5.5 Director Elections. Director nominations for each position shall be made pursuant to the bylaws. Any Member in good standing may be nominated. Directors shall be elected by a plurality vote of the Members present, so that the nominee for each Director position receiving the greatest number of votes relative to all other nominees for such Director position will be elected. Voting shall be by secret written ballot for any position in which more persons have been nominated than there are positions to be filled.

5.6 Quorum. A majority of the Directors shall constitute a quorum. A quorum must be present in order for the Board to conduct business.

5.7 Director Action. Each Director shall have one vote and action shall be taken through approval by a majority of the Directors present, unless a specific provision requires a higher threshold in this Agreement or the bylaws.

5.8 Director Meetings. Director meetings shall be held as needed and called by the President. Director meetings may be held via telephone or other forms of electronic communication. Directors participating in a Director meeting via telephone or other forms of electronic communication shall be deemed present for purposes of voting.

5.9 Standing Committee Duties. Each Standing Committee shall consist of Members in good standing as appointed by the Board of Directors. At the discretion of the Board of Directors, a Standing Committee may be expanded for a definite or indefinite period of time, for a special purpose, in order to more effectively complete work of the committee and additional committees may be created by the Board of Directors. The chair of any Standing Committee must give prior notice of all meetings and agendas to the committee members and the President and shall report regularly to the Board of Directors concerning the committee's activities.

5.10 Vacancies. In the event of vacancies by any person serving as a Director or committee member by death, resignation (which must be provided in writing to the Board of Directors), inability to serve, or withdrawal or removal of the county in which the Member represents, then the President shall appoint a Member to the position for the remainder of the term.

5.11 Conflict of Interest. If a Director engages in employment or an activity that contracts with or otherwise engages in activities with IPAC, then such Director shall disclose the existence of a conflict to the Board of Directors and refrain from taking any official action that would detrimentally affect or create a benefit for the employment or activity. Official action specifically includes participating in any vote or taking affirmative action to influence any vote on the matter.

## **SECTION 6: SCOPE, AMENDMENTS AND BYLAWS**

6.1 Substantive Amendments to this Agreement. Substantive amendments to this Agreement shall be made by resolution of the Board of Directors of IPAC adopting such amendment and then submitting it to the Members for approval. A separate explanation of the reasons for the amendment shall be included. If the amendment is approved by the Members, then such amendment and explanation shall be submitted to the Boards of Supervisors for each Member's county. Each county desiring to vote upon the amendment shall do so by resolution of its Board of Supervisors and return the same to the President of the Board within thirty (30) days of the date the copy of the proposed amendment is mailed. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. If the amendment is approved by a majority of the Member counties under

this process, it shall become effective on the day as stated in the amendment. Amendments shall be filed and recorded as required by Iowa Code Section 28E.8.

6.2 Bylaws. Bylaws shall be approved by the Members and substantive amendments to the bylaws shall be approved by the Members.

6.3 Non-substantive amendments to bylaws or this Agreement. The Board of Directors is authorized to make non-substantive amendments to this Agreement or IPAC's Bylaws. Non-substantive amendments shall only mean amendments made to reflect the current membership of IPAC, so long as such Members have been accepted pursuant to the procedures set forth in this Agreement.

6.4 Notice. All notices required to be provided to the IPAC Board under this Agreement shall be in writing and shall be addressed to the Secretary of IPAC at the offices of the Iowa State Association of Counties.

6.5 Entire Agreement. This Agreement and attachments hereto, and any bylaws later enacted as provided by this Agreement, constitute the entire Agreement between the parties, and supersedes or replaces any prior agreements between the parties relating to this subject matter.

6.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect, unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

6.7 No Waiver. The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

SIGNATURE PAGE

IN WITNESS WHEREOF, SCOTT COUNTY EXECUTES THIS 28E AGREEMENT, TO BE A MEMBER IN  
THE IOWA PRECINCT ATLAS CONSORTIUM

EFFECTIVE \_\_\_\_\_:

BY: \_\_\_\_\_  
\_\_\_\_\_  
Scott County Board of Supervisors, Chairperson (print name)

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
Scott County Auditor (print name)

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA                    )  
  )ss.  
SCOTT COUNTY                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned, a Notary Public in and for said County and State, personally appeared Larry Minard and Roxanna Moritz, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Scott County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Scott County, Iowa, by authority of its Board of Supervisors and that said Larry Minard and Roxanna Moritz as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and For Said County  
And State of Iowa



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

October 10, 2013

APPROVAL OF 28E AGREEMENT BETWEEN SCOTT COUNTY, IOWA AND  
VARIOUS OTHER IOWA COUNTIES CONSTITUTING THE IOWA PRECINCT  
ATLAS CONSORTIUM.

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

Section 1. That the 28E Agreement between Scott County,  
Iowa and various other Iowa counties constituting the Iowa  
Precinct Atlas Consortium for licensing and use of the  
Precinct Atlas electronic poll book is approved.

Section 2. That the Chairman is authorized to sign the  
Agreement on behalf of the Board.

Section 3. That this resolution shall take effect  
immediately.

## UPCOMING BOARD OF SUPERVISORS APPOINTMENTS

- BEAUTIFICATION FOUNDATION (1 year term)  
Vern Harvey - 90 (term expires 12/31/13) \_\_\_\_\_
  
- Bi-STATE REGIONAL COMMISSION (3 year term)  
Celia Rangel - 80 (term expires 12/31/13) \_\_\_\_\_
  
- Bi-STATE REVOLVING LOAN FUND (2 year term)  
Jim Tank - 91 (term expires 12/31/13) \_\_\_\_\_
  
- BOARD OF HEALTH (3 year term)  
Ann O'Donnell DO - 06 (term expires 12/31/13) \_\_\_\_\_
  
- BUILDING BOARD OF APPEALS (5 year term)  
Gerald Kavanaugh – 97 (term expires 12/31/13)\_\_\_\_\_
  
- CITIZEN'S ADVISORY BOARD OF THE MENTAL HEALTH INSTITUTE  
(1 year term)  
John Rushton – 96 (term expires 12/31/13) \_\_\_\_\_
  
- CITY, COUNTY SCHOOL (1 year term)  
Dee Bruemmer – (term expires 12/31/13) \_\_\_\_\_
  
- COMMUNITY ACTION OF EASTERN IOWA/ T.R.A.I.N. (Pleasure of the Board)  
Orris Avila - 08 (term expires 12/31/13) \_\_\_\_\_  
Lori Elam - 05 (term expires 12/31/13) \_\_\_\_\_
  
- CONDEMNATION BOARD (1 year term)  
(See Attached List)
  
- CONSERVATION BOARD (5 year term)  
John "Skip" O'Donnell - 02 (term expires 12/31/13) \_\_\_\_\_

- DAVENPORT HOSPITAL AMBULANCE CORPORATION (MEDIC)  
(1 year term)  
  
Marty O'Boyle – 10 (term expires 12/31/13) \_\_\_\_\_  
Dee Bruemmer - 09 (term expires 12/31/13) \_\_\_\_\_
- GENERATIONS AREA AGENCY ON AGING (1 year term)  
  
Janice Becker- 10 (term expires 12/31/13) \_\_\_\_\_
- QUAD CITY RIVERFRONT COUNCIL (1 year term)  
  
Tim Huey - 98 (term expires 12/31/13) \_\_\_\_\_
- SCOTT COUNTY WATERSHED CABINET (1 year term)  
  
Tim Huey - 01 (term expires 12/31/13) \_\_\_\_\_
- VERA FRENCH COMMUNITY MENTAL HEALTH CENTER (1 year term)  
  
Mary Dubert - 07 (term expires 12/31/13) \_\_\_\_\_
- PLANNING AND ZONING COMMISSION (5 year term)  
  
Clayton Lloyd- URBAN - 07 (term expires 1/10/14) \_\_\_\_\_
- PLANNING AND ZONING COMMISSION (5 year term)  
  
Kent Paustion- RURAL 89 (term expires 1/10/14) \_\_\_\_\_

OFFICIAL NEWSPAPERS

- Quad-City Times
- Bettendorf News
- North Scott Press

SCOTT COUNTY  
2014 CONDEMNATION APPRAISAL BOARD (JURY)

**SUPERVISOR EARNHARDT'S APPOINTEES**

Bankers

Stephen Suiter \_\_\_\_\_

Trish Townsend \_\_\_\_\_

Susan Zude \_\_\_\_\_

City

Kenny Guy \_\_\_\_\_

Mark Ross \_\_\_\_\_

Linda Greenlee \_\_\_\_\_

Farmers

Jack Schinckel \_\_\_\_\_

Kenneth Tank \_\_\_\_\_

Richard Golinghorst \_\_\_\_\_

Real Estate

Lesa Buck \_\_\_\_\_

Lucky Lang \_\_\_\_\_

Jeff Heuer \_\_\_\_\_

**SUPERVISOR HANCOCK'S APPOINTEES**

Bankers

Peter McAndrews \_\_\_\_\_

David Nauman \_\_\_\_\_

Jim Tiedge \_\_\_\_\_

City

Greg Kautz \_\_\_\_\_

Arliss Whisler \_\_\_\_\_

Jackie McManus \_\_\_\_\_

Farmers

John Maxwell \_\_\_\_\_

Paul Dierickx \_\_\_\_\_

Matt Tobin \_\_\_\_\_

Real Estate

Jeff Weindruch \_\_\_\_\_

Jacqueline Schwanz \_\_\_\_\_

Meg Halligan \_\_\_\_\_

**SUPERVISOR CUSACK'S APPOINTEES**

Bankers

Tom Messer \_\_\_\_\_

Kristal Schafer \_\_\_\_\_

Joe Chambers \_\_\_\_\_

City

Vacant \_\_\_\_\_

Sandra Frericks \_\_\_\_\_

Jackie Wilcox \_\_\_\_\_

Farmers

Harlan Meier \_\_\_\_\_

Mary Frick \_\_\_\_\_

Jerry Mohr \_\_\_\_\_

Real Estate

Thad Den Hartog \_\_\_\_\_

Lana Wulf \_\_\_\_\_

Paula Ruefer \_\_\_\_\_

**SUPERVISOR MINARD'S APPOINTEES**

Bankers

John Nagle \_\_\_\_\_

Joe Slavens \_\_\_\_\_

Julie Smith \_\_\_\_\_

City

Chet Robbins \_\_\_\_\_

Bruce Bleke \_\_\_\_\_

Don Judge \_\_\_\_\_

Farmers

Jennifer Ewoldt \_\_\_\_\_

Jim Schneckloth \_\_\_\_\_

Keith Steward \_\_\_\_\_

Real Estate

Dick McNamara \_\_\_\_\_

Mary Dircks \_\_\_\_\_

Lynsey Engels \_\_\_\_\_

**SUPERVISOR SUNDERBRUCH'S APPOINTEES**

Bankers

Victor J. Quinn \_\_\_\_\_

Susan Daley \_\_\_\_\_

Tom Andresen \_\_\_\_\_

City

Bob Petersen \_\_\_\_\_

Ben Niedert \_\_\_\_\_

Oscar Hawley \_\_\_\_\_

Farmers

Joni Dittmer \_\_\_\_\_

Jerry Vollbeer \_\_\_\_\_

Carrie Keppy \_\_\_\_\_

Real Estate

Rick Schaefer \_\_\_\_\_

Melissa Wegener \_\_\_\_\_

Natalie Glynn \_\_\_\_\_