

**INFORMATION TECHNOLOGY**

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February 3, 2015

To: Dee F. Bruemmer, County Administrator

From: Matt Hirst, Information Technology Director

Subject: Approval of Scott County Library / Scott County IT Service Agreement

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

The Scott County Library includes six branch locations and a traveling bookmobile and strives to provide excellent library services to the residents of the county by offering programs, materials, comfortable facilities and current technologies. The Library has been challenged recently to find competent tech support at a reasonable cost.

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

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

Cc: Tricia Kane, Scott County Library

Encl: (1)

## **INFORMATION TECHNOLOGY SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 12<sup>th</sup> day of February, 2015, by the Scott County Library, a 28E agreement entity pursuant to the Iowa Code, and Scott County.

### **RECITALS**

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

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

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

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

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

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

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

WHEREAS, Scott County Library System includes six branch locations and a traveling bookmobile and strives to provide excellent library services to the residents of the county by offering programs, materials, comfortable facilities and current technologies.

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

WHEREAS, Scott County Library and Scott County recognize both organizations are funded by

property tax and shared services allows for the best cost for the tax payer.  
NOW, THEREFORE, in consideration of the mutual promises contained herein, the Scott County Library and Scott County agree as follows:

**ARTICLE I**  
**INFORMATION TECHNOLOGY SERVICE DELIVERY**

Section 1.01 Service Specifications

- A) Scott County Information Technology will monitor, administer, and maintain a network for the Scott County Library including the following:
  - a. Servers
  - b. Storage
  - c. Network equipment
  - d. Printers and multifunction devices
  - e. PCs and/or thin clients
  - f. Internet services
  - g. Telephone services
  - h. Other services
  
- B) Monitoring, administration, and maintenance will include the following:
  - a. Security and access control
  - b. Updates and patches
  - c. Anti-virus software
  - d. Spam filtering
  - e. Data backup and recovery
  - f. Technology trouble shooting
  - g. Liaison with ISP, telephone, hardware and software vendors for problem resolution
  
- C) Scott County Information Technology will also provide the following services to the Scott County Library:
  - a. Procuring approved hardware
  - b. Installing approved hardware
  - c. Procuring approved software
  - d. Installing approved software

**ARTICLE II**  
**RECORDKEEPING AND REPORTING REQUIREMENTS**

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

**ARTICLE III**  
**PAYMENT, FEES AND REVENUES**

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

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

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

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

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

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

**ARTICLE IV**  
**TERM OF THE AGREEMENT**

This agreement shall extend from January 1, 2015 to June 30, 2015 and shall renew automatically on an annual basis on July 1 of each year thereafter unless specifically terminated.

**ARTICLE V  
TERMINATION**

This agreement may be terminated under the following conditions:

Section 5.01 Termination by the Scott County Library . The Scott County Library may terminate this agreement if:

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

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

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

Section 5.03 Termination Due to Changes in Law. The Scott County Library and\or Scott County may terminate this agreement if a change in state or federal law or in the ordinances of any local governmental body makes it impossible for the party to comply with both the material terms of the agreement and the requirements of such State or federal law or local ordinances.

Section 5.04 Termination by Mutual Agreement. This agreement may be terminated by the mutual agreement of the Scott County Library and Scott County.

Section 5.05 Notice and Effect of Termination

- (a) Except as otherwise provided in this agreement, the Scott County Library or Scott County may terminate this agreement 180 days after a notice of intent to terminate is given to the other party.
- (b) Should the agreement be terminated, conditions of the agreement shall remain in effect for all materials delivered prior to the effective date of termination.

**ARTICLE VI  
INSURANCE**

The Scott County Library agrees that in order to protect itself and Scott County, it will at all times during the term of this agreement, keep in force and effect casualty and property insurance policies issued by a company or companies authorized to do business in the State of Iowa.

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

**ARTICLE VII  
MISCELLANEOUS**

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

Section 7.02 Notice. Any notice or other communications required or permitted hereunder shall be in writing by first class mail, postage prepaid, and addressed as follows:

(a) To Scott County Library:

Scott County Library  
Library Director  
200 N 6th Avenue  
Eldridge, IA 52748  
PHONE: (563) 285-4794

(b) To Scott County Information Technology:

Scott County Information Technology  
IT Director  
400 W 4th Street  
Davenport, Iowa 52801-1104  
PHONE: (563) 328-4100

Section 7.03 Severability. All parts and provisions of this agreement are severable. If any parts or provisions shall be held invalid, the rest of the agreement shall remain in effect.

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

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

Section 7.06 Access. Scott County or its representatives may visit or inspect Scott County Library facilities at any reasonable time during the term of this agreement after giving the Scott County Library reasonable notice. Any such visits shall be conducted in a manner that does not cause unreasonable interference with the Scott County Library's operations. All visitors to Scott County Library facilities shall comply with all reasonable safety and security rules adopted by the Scott County Library.

Section 7.07 Governing Law. This agreement is governed in all respects by the laws of the State of Iowa and all obligations are enforceable in accordance with those laws.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Scott County

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SCHEDULE 1**

**SERVICE AND PRICING**

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



**FY'15 Information Technology Labor Rates**

Director	\$68.04
GIS Analyst	\$28.80
GIS Manager	\$57.09
Help Desk	\$26.50
Network Manager	\$54.80
Network Administrator	\$47.59
Applications Manager	\$54.29
Programmer	\$39.12
Webmaster	\$50.42

**FY'15 Internet Rates**

Rate = (# of SCL Employees / # of SC Supported Internet Users * SC Monthly Internet Cost)	TBD
Rate = (22/500*\$3938.75)	

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

February 12, 2015

A RESOLUTION APPROVING AN INFORMATION TECHNOLOGY SERVICES  
AGREEMENT BETWEEN THE SCOTT COUNTY LIBRARY AND SCOTT COUNTY IT

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

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