

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
October 19 - 23, 2015

Monday, October 19, 2015

Other - 7:00 pm
New Liberty City Council Visit, Location New Liberty

Tuesday, October 20, 2015

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

- ___ 1. Roll Call: Hancock, Holst, Sunderbruch, Earnhardt, Kinzer

Facilities & Economic Development

- ___ 2. Purchase of two large metal pipes for Project L-116. (Item 2)
- ___ 3. Weight restrictions on various county bridges. (Item 3)
- ___ 4. Vacation of a portion of unused road right of way. (Item 4)
- ___ 5. Request for Scott County waiver of the right to appeal the issuance of a final construction permit by the Iowa DNR for Tom Dittmer and Jeff Paulsen, dba J2T2, LLC for the expansion of the confined animal feeding operation located at 23580 20th Avenue. (Item 5)
- ___ 6. Awarding construction bid for Courthouse Phases 3 and 4. (Item 6)
- ___ 7. Asbestos abatement for Courthouse Phase 3 and 4 project. (Item 7)

Human Resources

- ___ 8. Staff appointments. (Item 8)
- ___ 9. Health insurance recommendations for calendar year 2016. (Item 9)

Health & Community Services

- ___ 10. Tax suspension requests. (Item 10)

Finance & Intergovernmental

- ___ 11. Enterprise Content Management Project Update. (Item 11)
- ___ 12. Physicians Liability Insurance Renewal. (Item 12)
- ___ 13. FY15 year-end fund transfers. (Item 13)
- ___ 14. Authorizing the execution of memorandum of agreement with Christian Retirement Homes, Inc. d/b/a Ridgecrest Village and fixing a date for a hearing on the proposed issuance of revenue bonds or notes. (Item 14)
- ___ 15. Discussion of Urban County Coalition 2016 Legislative Issues and Priorities. (Item 15)

Other Items of Interest

- ___ 16. Adjourned.

Moved by _____ Seconded by _____
Ayes
Nays

Tuesday, October 20, 2015

**Special Committee of the Whole - 9:15 am
Board Room, 1st Floor, Administrative Center 9:15 AM (OR Immediately following COW)**

- ___ 1. Roll Call: Hancock, Holst, Sunderbruch, Earnhardt, Kinzer
- ___ 2. Budget Work Session.
- ___ 3. Other items of interest.

Thursday, October 22, 2015

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



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
WEB SITE - www.scottcountyiowa.com

JON R. BURGSTRUM, P.E.
County Engineer

ANGELA K. KERSTEN, P.E.
Assistant County Engineer

BECKY LUENSMANN
Administrative Assistant

MEMO

TO: Dee F. Bruemmer
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Pipe for L116 Various Large Culvert Project

DATE: October 20, 2015

A resolution for the approval of the purchase of two large pipes for Project L-116. These two pipes will be used for construction for the replacement of three smaller pipes. One is on 20th Ave. and two are on North Buttermilk Rd. (155th Ave). Bids received were as follows:

Illowa Culvert Inc Low Moor, IA	\$38,559.40
Contech Construction Products Westchester, OH	\$40,600.00
Northern Iowa Construction Products	\$46,911.65

I recommend the Board of Supervisors approve the bid of \$38,559.40. The entire budget for project L-116 is \$90,000.00.

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 22, 2015

AUTHORIZATION TO PURCHASE TWO LARGE METAL PIPES FOR PROJECT L-116.

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

Section 1. That the purchase of two large metal pipes for Project L-116 be awarded to Illowa Culvert Inc., Low Moor, IA in the amount of \$38,559.40.

Section 2. That this resolution shall take effect immediately.

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Assistant County Engineer

BECKY LUENSMANN
Administrative Assistant

MEMO

TO: Dee Bruemmer
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Bridge Postings

DATE: October 21, 2015

After completion of the 2015 Bridge inspections performed in part by our consultant Calhoun - Burns, and in part by County Staff, we have found that weight limits should be revised on three county bridges, a new limit placed on one bridge, and weight limits will be removed from 3 bridges. The Iowa Department of Transportation Enforcement Branch will not write citations for violations of bridge postings unless a resolution has been passed by the Board authorizing the restrictions. The attached resolution also gives local law enforcement and the County Attorney a defensible position while prosecuting violators. We will then have a total of six posted bridges in the county. Also, two of these bridges are in this year's construction program and will be replaced by next summer.

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 22, 2015

APPROVAL OF WEIGHT RESTRICTIONS ON VARIOUS COUNTY BRIDGES

BE IT RESOLVED by the Scott County Board of Supervisors

Section 1. The Scott County Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.255 and 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to weight thereof on designated highways or highway structures under their jurisdiction.

Section 2. The County Engineer has completed or has caused to be completed the Structure Inventory and Appraisal of certain Scott County Bridges, in accordance with the National Bridge Inspection Standards and has determined that the status of certain bridges should change.

Section 3. The County Engineer has determined that the following three Scott County Bridges are now adequate for legal loads at allowable operating limits:

County Bridge Number	FHWA Number	Feature Crossed	Location	Previous Load Limit	Load Limit Now
30C Cleona	302450	Big Elkhorn Creek	79-01-30	3 tons	Legal
28J Princeton	303720	Lost Creek	80-05-28	15 tons	Legal
8A Cleona	302350	Tributary to Mud Creek	79-01-08	20 tons	Legal

Section 4. The County Engineer has determined that the following Scott County Bridges are now inadequate for two-lane legal loads at allowable operating stress:

County Bridge Number	FHWA Number	Feature Crossed	Location	Load Limit
3D Hickory Grove	302470	Unnamed Stream	79-02-03	11,16,16
20 Sheridan	302680	Hickory Creek	79-3-03-20	23,35,35
33B Allens Grove	303380	Unnamed Stream	80-02-33	14,21,21
27 H LeClaire	302990	Hickory Creek	79-05-27	22,30,30

Section 5. That vehicle and load limits are established and that signs be erected advising of the permissible maximum weights on the bridges listed.

Section 6. That vehicle, load limits and signs be removed advising of permissible maximum weights on the bridges listed.

Section 7. This resolution shall take effect immediately.



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County Engineer

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Assistant County Engineer

BECKY LUENSMANN
Administrative Assistant

MEMO

TO: Dee F. Bruemmer
County Administrator

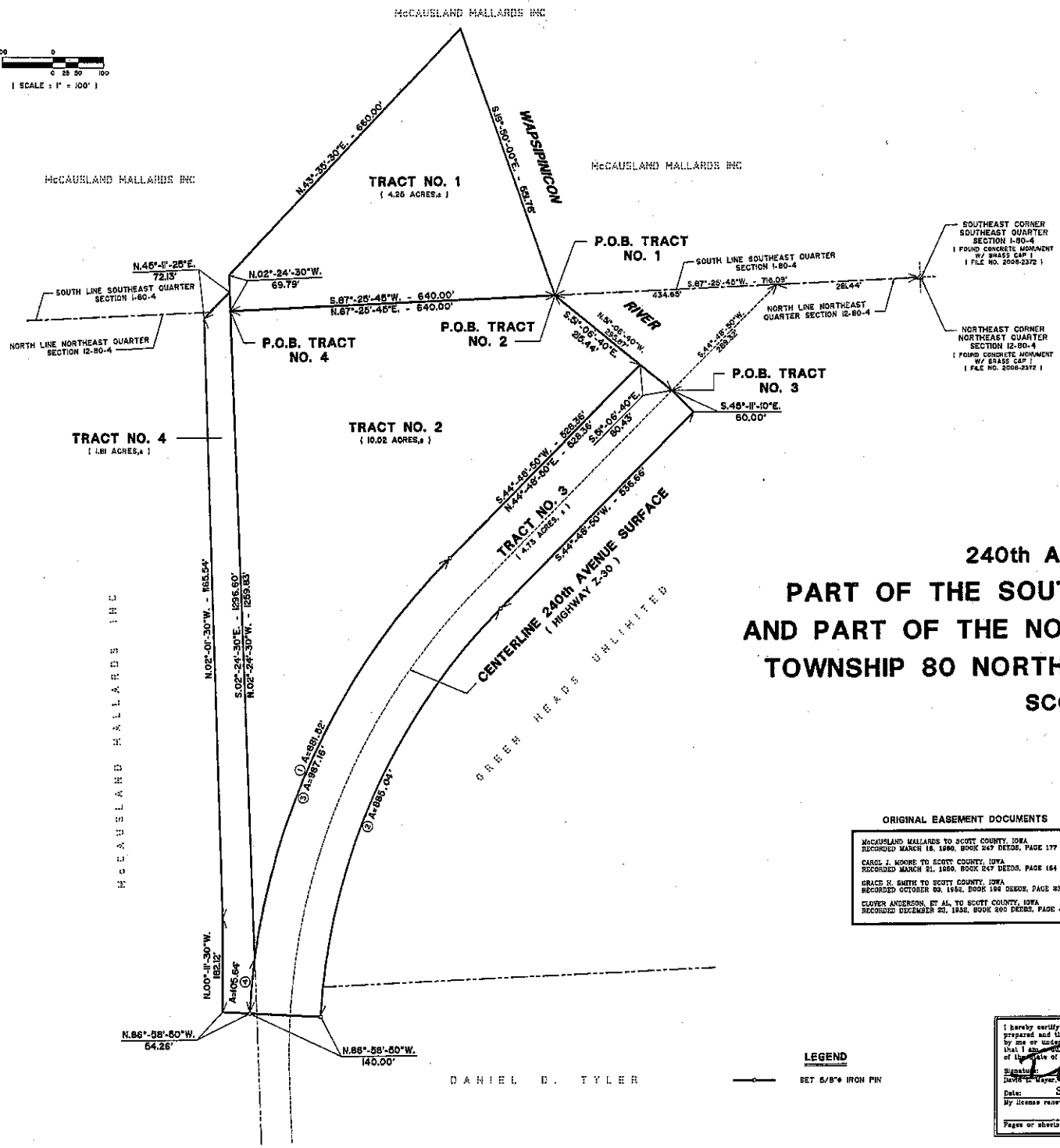
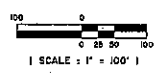
FROM: Jon Burgstrum
County Engineer

SUBJ: Approval of resolution vacating unused road right of way

DATE: October 20, 2015

A resolution vacating a portion of unused right of way adjacent to the Wapsipinicon Bridge north of McCausland. We have received a request from landowners adjacent to the right of way asking us to vacate old right of way that was taken by easement for the road leading to the old bridge across the Wapsipinicon. The old bridge was replaced with a new bridge east of the old location in 1961. The roadway was relocated for the new bridge and we still have right of way to the old bridge location. The two landowners are Green Heads Unlimited and McCausland Mallards. There are four tracts involved. Tracts 1 and 4 revert to the McCausland Mallards. Tract 2 reverts to The Green Heads and Tract 3 will be retained as right of way by the County.

DAVID L. MEYER 4111 EAST 60TH STREET DAVENPORT, IOWA 52807 (563) 359-1348



CURVE NUMBER	RADIUS	DELTA	ARC	CHORD	CHORD BEARING	TANGENT
1	1353.30'	37°-09'-16"	801.52'	866.01'	N26°-08'-10"E	457.03'
2	1213.30'	41°-47'-40"	885.04'	886.64'	N23°-55'-00"E	463.24'
3	1353.30'	41°-47'-40"	897.16'	955.42'	N23°-55'-00"E	56.70'
4	1353.30'	04°-28'-20"	105.24'	105.62'	N05°-15'-25"E	52.85'

BEARINGS BASED ON THE IOWA STATE PLANE
COORDINATE SOUTH ZONE, NAD 83 (2011)
EPOCH 2010.00

PREPARED FOR
SCOTT COUNTY SECONDARY ROADS DEPARTMENT
500 WEST 4th STREET
DAVENPORT, IOWA 52801
ATTN: ANGIE KERSTEN

240th AVENUE EASEMENT WORK
PART OF THE SOUTHEAST QUARTER OF SECTION 1
AND PART OF THE NORTHEAST QUARTER OF SECTION 12
TOWNSHIP 80 NORTH, RANGE 4 EAST OF THE 5th P.M.
SCOTT COUNTY, IOWA

ORIGINAL EASEMENT DOCUMENTS

MCCAUSLAND MALLARDS TO SCOTT COUNTY, IOWA
RECORDED MARCH 16, 1980, BOOK 247 DEEDS, PAGE 177

CAROL J. MOORE TO SCOTT COUNTY, IOWA
RECORDED MARCH 21, 1980, BOOK 247 DEEDS, PAGE 164

GRACE H. SMITH TO SCOTT COUNTY, IOWA
RECORDED OCTOBER 28, 1958, BOOK 184 DEEDS, PAGE 304

CLOVER ANDERSON, ET AL. TO SCOTT COUNTY, IOWA
RECORDED DECEMBER 23, 1958, BOOK 200 DEEDS, PAGE 458

GENERAL NOTES

TRACT NO. 1 CONTAINS ALL OF THE EASEMENT FROM McCAUSLAND MALLARDS AND A PORTION OF THE EASEMENTS FROM GRACE H. SMITH AND CLOVER ANDERSON, ET AL.

TRACT NO. 2 CONTAINS A PORTION OF THE EASEMENTS FROM CAROL J. MOORE AND CLOVER ANDERSON, ET AL.

TRACT NO. 3 CONTAINS A PORTION OF THE EASEMENTS FROM CAROL J. MOORE, CLOVER ANDERSON, ET AL. AND GRACE H. SMITH.

TRACT NO. 4 CONTAINS A PORTION OF THE EASEMENT FROM GRACE H. SMITH.

LEGEND
— SET 5/8" IRON PIN

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed land surveyor under the laws of the State of Iowa.

Daniel D. Tyler

Date: **SEPTEMBER 30, 2016**
My license renewal date is December 31, 2016
THIS SHEET ONLY
Pages or sheets covered by this seal:



PREPARED BY
VERBEKE - MEYER
CONSULTING ENGINEERS, P.C.
4111 EAST 60th STREET
DAVENPORT, IOWA 52807
PHONE NUMBER: (563) 359 - 1348

240TH AVENUE EASEMENT PROJECT

LEGAL DESCRIPTION – TRACT NO. 1
EASEMENT TO BE VACATED TO M^CCAUSLAND MALLARDS INC.
SCOTT COUNTY, IOWA

Part of the Southeast Quarter of Section 1, Township 80 North, Range 4 East of the 5th P.M., Scott County, Iowa, being more particularly described as follows:

Commencing, as a point of reference, at the southeast corner of the Southeast Quarter of said Section 1; thence South 87°-25'-45" West 716.09 feet along the south line of the Southeast Quarter of said Section 1 to the POINT OF BEGINNING of the tract of land hereinafter described:

thence continuing South 87°-25'-45" West 640.00 feet along the south line of the Southeast Quarter of said Section 1;

thence North 02°-24'-30" West 69.79 feet:

thence North 43°-35'-30" East 660.00 feet;

thence South 19°-50'-00" East 551.78 feet to the point of beginning.

Containing 4.25 acres, more or less.

Bearings stated herein are based on the Iowa State Plane Coordinate South Zone, NAD 83 (2011) EPOCH 2010.00.

240TH AVENUE EASEMENT PROJECT

LEGAL DESCRIPTION – TRACT NO. 2
EASEMENT TO BE VACATED TO GREEN HEADS UNLIMITED
SCOTT COUNTY, IOWA

Part of the Northeast Quarter of Section 12, Township 80 North, Range 4 East of the 5th P.M., Scott County, Iowa, being more particularly described as follows:

Commencing, as a point of reference, at the northeast corner of the Northeast Quarter of said Section 12; thence South 87°-25'-45" West 716.09 feet along the north line of the Northeast Quarter of said Section 12 to the POINT OF BEGINNING of the tract of land hereinafter described:

thence South 51°-06'-40" East 215.44 feet;

thence South 44°-48'-50" West 528.36 feet;

thence southwesterly 881.52 feet along a curve concave southeasterly having a radius of 1353.30 feet and a chord bearing and dimension of South 26°-09'-10" West 866.01 feet;

thence North 02°-24'-30" West 1259.83 feet to a point on the north line of the Northeast Quarter of said Section 12;

thence North 87°-25'-45" East 640.00 feet along the north line of the Northeast Quarter of said Section 12 to the point of beginning.

Containing 10.02 acres, more or less.

Bearings stated herein are based on the Iowa State Plane Coordinate South Zone, NAD 83 (2011) EPOCH 2010.00.

240TH AVENUE EASEMENT PROJECT

LEGAL DESCRIPTION – TRACT NO. 3
EASEMENT TO BE RETAINED BY SCOTT COUNTY FOR ROADWAY PURPOSES
SCOTT COUNTY, IOWA

Part of the Northeast Quarter of Section 12, Township 80 North, Range 4 East of the 5th P.M., Scott County, Iowa, being more particularly described as follows:

Commencing, as a point of reference, at the northeast corner of the Northeast Quarter of said Section 12; thence South 87°-25'-45" West 281.44 feet along the north line of the Northeast Quarter of said Section 12 to a point on the centerline of the existing paved surface of 240th Avenue; thence South 44°-48'-50" West 289.32 feet along the centerline of the existing paved surface of 240th Avenue to the POINT OF BEGINNING of the tract of land hereinafter described:

thence South 45°-11'-10" East 60.00 feet;

thence South 44°-48'-50" West 536.66 feet;

thence southwesterly 885.04 feet along a curve concave southeasterly having a radius of 1213.30 feet and a chord bearing and dimension of South 23°-55'-00" West 865.54 feet;

thence North 86°-58'-50" West 140.00 feet;

thence northeasterly 987.16 feet along a curve concave southeasterly having a radius of 1353.30 feet and a chord bearing and dimension of North 23°-55'-00" East 965.42 feet;

thence North 44°-48'-50" East 528.36 feet;

thence South 51°-06'-40" East 80.43 feet to the point of beginning.

Containing 4.73 acres, more or less.

Bearings stated herein are based on the Iowa State Plane Coordinate South Zone, NAD 83 (2011) EPOCH 2010.00.

September 29, 2015
VMCE #15191-4

240TH AVENUE EASEMENT PROJECT

LEGAL DESCRIPTION – TRACT NO. 4
EASEMENT TO BE VACATED TO M^CCAUSLAND MALLARDS INC.
SCOTT COUNTY, IOWA

Part of the Southeast Quarter of Section 1 and part of the Northeast Quarter of Section 12, all in Township 80 North, Range 4 East of the 5th P.M., Scott County, Iowa, being more particularly described as follows:

Commencing, as a point of reference, at the northeast corner of the Northeast Quarter of said Section 12; thence South 87°-25'-45" West 1356.09 feet along the north line of the Northeast Quarter of said Section 12 to the POINT OF BEGINNING of the tract of land hereinafter described:

thence South 02°-24'-30" West 1259.83 feet;

thence southwesterly 105.64 feet along a curve concave easterly having a radius of 1353.30 feet and a chord bearing and dimension of South 05°-15'-25" West 105.62 feet;

thence North 86°-58'-50" West 54.26 feet;

thence North 00°-11'-30" West 182.12 feet;

thence North 02°-01'-30" West 1165.54 feet;

thence North 45°-11'-25" East 72.13 feet;

thence South 02°-24'-30" West 36.77 feet to the point of beginning.

Containing 1.81 acres, more or less.

Bearings stated herein are based on the Iowa State Plane Coordinate South Zone, NAD 83 (2011) EPOCH 2010.00.

VERBEKE-MEYER CONSULTING ENGINEERS, P.C.

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 22, 2015

APPROVAL OF VACATING UNUSED ROAD RIGHT OF WAY IN SCOTT COUNTY

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

Section 1. That the Board of Supervisors approve the vacation of right of way adjacent to the Wapsipinicon Bridge, just North of McCausland, IA as shown in the attached property plat and legal descriptions. Tract 1 and Tract 4 revert to the McCausland Mallards. Tract 2 reverts to the Green Heads and Tract 3 will be retained as right of way by Scott County.

Section 2. That this resolution shall take effect immediately.

PLANNING & DEVELOPMENT

500 West Fourth Street

Davenport, Iowa 52801-1106

E-mail: planning@scottcountyia.com

Office: (563) 326-8643 Fax: (563) 326-8257



Item 05
10-20-15

Timothy Huey
Director

To: Dee F. Bruemmer, County Administrator

From: Timothy Huey, Planning Director

Date: October 14, 2015

Re: Waiver of right to appeal the issuance of a final construction permit by the Iowa DNR within 14 days after receipt of the draft permit for Tom Dittmer and Jeff Paulsen, dba J2T2, LLC for the expansion of the confined animal feeding operation located at 23580 20th Avenue in unincorporated Scott County.

On September 24th The Board approved the resolution with its determination that the Construction Permit application submitted to the Iowa DNR by Dittmer and Paulsen met the requirements of the Master Matrix and recommended issuance of the State construction permit. Under Iowa DNR procedures; following notification of the Board's recommendation, the Iowa DNR conducts its own review and notifies the Board of its "notice of intent" to issue the permit. The Board then has a 14-day window to appeal that issuance. Dittmer and Paulsen have requested the Board waive this 14-day review period to allow the DNR to issue the final permit without a two week delay.

On October 12, 2015 Scott County received the Iowa DNR's Notice of Intent to issues the J2T2, LLC State Construction permit. The Notice of Intent letter from the DNR is attached. as well as a draft of the letter to the DNR.

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 22, 2015

APPROVAL OF WAIVER OF SCOTT COUNTY'S RIGHT TO APPEAL ISSUANCE OF FINAL CONSTRUCTION PERMIT FOR THE EXPANSION OF CONFINED ANIMAL FEEDING OPERATION BY THE IOWA DEPARTMENT OF NATURAL RESOURCES

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

- Section 1. The Scott County Board of Supervisors has received notice from the Iowa Department of Natural Resources (DNR) that has been issued a draft permit for the construction of additional confined animal feeding operation building at 23580 20th Avenue in unincorporated Scott County
- Section 2. The Scott County Board of Supervisors reviewed the construction permit application and the manure management plan and determined that both appeared to be in compliance with the requirements of the Master Matrix, Iowa Code Section 459 and Iowa DNR rules and recommended approval of said application on September 24, 2015.
- Section 3. The Scott County Board of Supervisors hereby waives its right to appeal the issuance of the final permit within the fourteen (14) day limit from the time of receipt of notice of the issuance of the draft permit
- Section 4. The Scott County Board of Supervisors encourages the Iowa DNR to issue the Final Permit as soon as possible.
- Section 5. The Scott County Board of Supervisors authorizes the Board Chairman to notify the Iowa DNR of this waiver.
- Section 6. This resolution shall take effect immediately.

Facility and Support Services

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



October 12, 2015

To: Dee F. Bruemmer
 County Administrator

From: Tammy Speidel, Director
 Facility and Support Services

Subj: Bids for Courthouse Phase Three and Four

As you know, for the past year FSS staff, along with a project committee, have been working with Wold Architects to program and design renovations to the first floor of the Courthouse. These renovations address space needs, correct accessibility issues and improve traffic flows throughout the spaces and functions located on that floor. More recently, we let a general construction package for work on Phase Three and Four of those renovations which completely renovates the south half of the first floor, remodels the County Attorney reception area, adds two offices and a small meeting room in the County Attorney's Office, additional work in the lower level IT space, exterior window replacement and adding a new electrical service to service the entire building. On October 6, 2015 we received bids for this project. Below summarizes those bids:

CONTRACTOR	BASE BID AMOUNT
Precision Builders	\$3,400,000.00
Swanson Construction	\$3,410,000.00
Williams Brothers Construction	\$3,440,000.00
Estes Construction	\$3,479,000.00
Bush Construction	\$3,564,000.00

We did have three alternate bids for this project, two of those were to add video court capabilities to a second and third courtroom and the third was to add wireless clocks. Additional cost per courtroom to add video court is \$64,895.00 and wireless clocks were \$6,200.00. Due to budget issues we are not recommending any of the alternates. Video Court capabilities will be available in one courtroom as part of the base bid. This is the same as the current courtroom configuration now and the courts have established a plan to manage court should that system go down.

My office, along with Wold Architects has reviewed the bids and recommends that the Board of Supervisors award this bid to Precision Builders in the total amount of \$3,400,000.00. This project is funded in the current Capital Improvements Plan in the amount of \$4,040,000.00. The table below summarizes the estimated total project costs for this project:

CD Document Estimate	09/04/2015	Budget Based on Bids	10/06/2015
Construction Costs	\$3,150,000.00	Construction Costs	\$3,400,000.00
Contingency	\$ 252,000.00	Contingency	\$ 252,000.00
Fees / Testing	\$ 278,500.00	Architectural/Design	\$ 234,000.00
FFE/ Other Services	\$ 319,500.00	Reimbursable Costs	\$ 15,000.00
TOTAL ESTIMATE	\$4,000,000.00	Bid Advertising/ Printing	\$ 5,000.00
		Structural Inspections	\$ 2,500.00
		Asbestos Abatement	\$ 66,758.25
		Photo Documentation	\$ 4800.00
		Water/ Air Test Balance	\$ 7250.00
		Commissioning	\$ 12,000.00
		Data Cabling	\$ 30,000.00
		Blinds	\$ 25,000.00
		Electronics	\$ 25,000.00
		Signage	\$ 10,000.00
		General FFE	\$ 5,000.00
		General Contingency	\$ 20,000.00
		Furniture	\$ 70,000.00
		TOTAL BUDGET	\$4,184,308.25

As we move into a more defined budget number we start to develop a more detailed list of services and costs, which is why the right hand column has more detail.

I want to note that several items that are being included in this project were added after individual project budgets were established but seemed to fit well into the overall construction project and were additional scope of work items. These include two additional offices and one small meeting room in the County Attorney's office, additional work in the lower level IT office spaces to reconfigure based on the removal of the data room equipment, furniture associated with both of those spaces and the removal of the bailiff fixed desk on the first floor central lobby.

Cc: David Farmer
 Courthouse Design Team
 FSS Management Team



3555 Digital Drive
Suite Two Hundred
Dubuque, IA 52003

tel 563.690.1112
iowa@woldae.com

October 13, 2015

Tammy Speidel, Director
Scott County Facilities & Support Services
600 West 4th Street
Davenport, Iowa 52801

Re: Scott County
First Floor Courthouse Renovations – Phases 3 and 4
Commission No. 153003

Dear Tammy:

We recommend the following be presented to the Scott County Board.

On Tuesday, October 6, 2015 at 1:30 p.m., bids were received from five (5) General Contractors for the First Floor Courthouse Renovations – Phases 3 and 4. A bid tabulation identifying the General Contractors and their respective bid numbers is attached for your review. Precision Builders, Inc from Le Claire, Iowa submitted the low base bid in the amount of \$3,400,000.00. Selection of the alternates would affect who will be the low bidder. If the County were to accept alternates #1 and #2, the low bidder would shift from Precision Builders, Inc. to Swanson Construction. The project alternates as submitted by Precision Builders, and recommendations are listed below.

Alternate No. 1 Video Arraignment at Courtroom #1 **Add \$64,895**

This alternate includes the installation of a full video arraignment system at Courtroom #1.

[Recommendation: Reject this Alternate]

Alternate No. 2 Video Arraignment at Juvenile Courtroom **Add \$64,895**

This alternate includes the installation of a full video arraignment system at the Juvenile Courtroom.

[Recommendation: Reject this Alternate]

Alternate No. 3 Wireless Clocks **Add \$6,200**

This alternate included the installation of a wireless clock system and select clock locations at the Courthouse.

[Recommendation: Reject this Alternate]

In order to keep to the prescribed budget for this project, it is our recommendation that the Scott County Board award the construction contract to the lowest qualified bidder; Precision Builders, Inc., for the base contract amount of \$3,400,000.00. We recommend forgoing acceptance of the alternates at this time, as the base bid includes providing the full video arraignment system at Courtroom #2. Please note that the base bid includes pathways for a video arraignment system in both Courtroom #1 and the Juvenile Courtroom, so the County can install the system in the future with minimal invasiveness to the Courts.

Sincerely,

WOLD ARCHITECTS AND ENGINEERS

Kirsta Ehmke
Associate

Enclosures

cc: Chris Still, Scott County
Roger Schroepfer, Wold

Matt Verdun, Wold
Contract File (letter only)

MF/IA/COU_Scott/153003/crsp/oct15

Minnesota
Illinois
Michigan
Colorado
Iowa

designers and researchers for public environments



Project Name:

First Floor Courthouse Renovations - Phase III&IV

BID TABULATION

Commission No.:

153003

Date:

10/6/2015

Time:

1:30 PM

Wold Architects and Engineers
 110 N. Brockway St. - Suite 220
 Palatine, Illinois 60067
 847.241.6100 Fax: 847.241.6105

Bidders Name	Addendum Numbers	Bid Security	Base Bid Phase III&IV Construction	Alternate #1: Video Arraignment at Courtroom #1	Alternate #2: Video Arraignment at Juvenile Courtroom	Alternate #3: Wireless Clocks	Remarks
Bush Construction 5401 Victoria Avenue Davenport, Iowa, 52807 563-344-3791 563-344-3792	1-2	X	\$3,564,000.00	\$55,500.00	\$55,500.00	\$5,500.00	
Estes Construction 131 2nd Street, Suite 400 Davenport, Iowa, 52801 563-355-7301	1-2	X	\$3,479,000.00	\$59,500.00	\$59,500.00	\$5,700.00	
Precision Builders 1503 Holland Street LeClaire, Iowa, 52753 563-289-5511 563-289-5456	1-2	X	\$3,400,000.00	\$64,895.00	\$64,895.00	\$6,200.00	
Swanson Construction 3400 Towne Point Drive Bettendorf, Iowa, 52722 563-332-4859 563-332-7418	1-2	X	\$3,410,000.00	\$59,000.00	\$59,000.00	\$5,700.00	Written bid is \$3,410,000, Numerical bid is \$3,410,080
Williams Brother Construction 1200 E Kelly Avenue Peoria Heights, IL, 61616 309-688-0416 309-688-0891	1	X	\$3,440,000.00	\$55,500.00	\$55,500.00	\$5,500.00	Only Noted Addednum #1

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 22, 2015

A RESOLUTION APPROVING THE BID AND AWARDING THE CONTRACT FOR
COURTHOUSE PHASE THREE AND FOUR CONSTRUCTION TO PRECISION
BUILDERS IN THE AMOUNT OF \$3,400,000.00.

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

- Section 1. That the bid for Courthouse Phase three and four construction is accepted and the contract is awarded to Precision Builders in the amount of \$3,400,000.00.
- Section 2. That the Director of Facility & Support Services is hereby authorized to execute contract documents on behalf of the Scott County Board of Supervisors.
- Section 3. This resolution shall take effect immediately.

Facility and Support Services

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



October 12, 2015

To: Dee F. Bruemmer, County Administrator

From: Tammy Speidel, Director
Facility and Support Services

Subj: Approval of award of bid – Court House Phase Three & Four Asbestos Abatement

Facility & Support Services has obtained bids for asbestos abatement for Phase three and four of the Court House project. As we know we have asbestos included in floor mastic under carpet and tile, fireproofing materials on I-beams, and adhesive used when the exterior windows were originally installed back in the 1950's. There may be some additional work that we uncover during construction but these are typically small areas around joints in pipes and can be handled for a minimal additional cost.

This project includes abatement of floor mastic in the southwest quadrant of the building and fireproofing on the I-beams in the entire south half of the first floor. We are unsure until we start to remove windows if abatement may be required at each opening, we believe that the mastic in those areas will not be positive for asbestos, but wanted to be ready to proceed if abatement was needed to keep the project on schedule.

Bids were received as follows:

COMPANY	BASE BID	ADDITIONAL FOR WINDOWS	TOTAL
Abatement Specialties	\$67,700.00	\$24,180.00	\$91,880.00
Advanced Environmental	\$48,062.25	\$17,696.00	\$66,758.25
Iowa-Illinois Taylor Insulation	\$73,650.00	\$16,320.00	\$89,970.00

Facility and Support Services has not had the opportunity to work with Advanced Environmental Testing & Abatement in the recent past so I did check their references. They have worked extensively with the City of Silvis, City of Moline and Trinity Hospital. Each reference I spoke with provided an excellent recommendation and stated that they would hire them again.

It is my recommendation that the board award the bid to Advanced Environmental Testing & Abatement as a not to exceed amount of \$66,758.25. This expense is funded as part of the Court House project in the Capital Improvement Plan.

I will be at the next Committee of the Whole meeting to discuss this recommendation and to answer any questions you or the Board may have.

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 22, 2015

A RESOLUTION APPROVING THE BID FOR ASBESTOS ABATEMENT FOR THE
COURTHOUSE PHASE 3 AND 4 PROJECT IN A NOT TO EXCEED AMOUNT OF
\$66,758.25.

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

- Section 1. That the bid for abatement of asbestos for the Courthouse Phase 3 and 4 project is hereby approved and awarded to Advanced Environmental Testing and Abatement, Inc. in a not to exceed amount of \$66,758.25.
- Section 2. This resolution shall take place immediately.

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 22, 2015

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Raymond Nees for the position of Planning & Development Specialist in the Planning & Development Department at the entry level rate.

Section 2. The hiring of Antwand Howell for the position of Correction Officer in the Sheriff's Office at the entry level rate.

HUMAN RESOURCES DEPARTMENT
600 W. 4TH Street
Davenport, IA 52801

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



Date: October 13, 2015

To: Dee Bruemmer, County Administrator

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

Subject: Insurance Recommendations

Health/Pharmaceutical

We are in the third and final year of our Administrative Service Agreement with United Health Care. The contract has cap of a 5% increase. However, while UHC did raise our ASO fee by 5% they increased our Rx rebate considerably which actually nets out to a 7% decrease. Our net (after Rx rebate credit) ASO fee is going from \$38.87 PEPM down to \$36.95. This results in an annual savings of approximately \$11,000.

We do not have a final price on our Specific Stop Loss and Aggregate Stop Loss coverage. We will present this at a future Board meeting.

Dental

We are in the second year of a three year Administrative Services Agreement with Delta Dental of Iowa, thus there is no rate increase this year. However in our annual meeting there were discussions about offering a supplemental plan that would allow employees to access services such as adult orthodontia and implants. We have discussed the matter with employee groups and are recommending the additional plan be offered with a month fee to access it at an additional \$5.00. The plan includes Delta Dental's Carryover - To Go feature which allows an employee to carryover any unused benefit period maximum to the next year.

Vision

We are in the second year of our 2 year agreement with our vision provider Avesis. This is a fully funded plan.

Health Care Rates

The County has reviewed our health care rates with our actuarial, Silverstone Group. They have recommended larger increase to the employee premium rates for CY16, than we've experienced recently due to the significant large claims experience. The recommended increase is 5.2% for health and 0% for dental. This results in an employee family premium increase of \$9.20 a month. The premium increase averages to 2% annually over the last 6 years since becoming self-funded!

The supporting documentation is attached.

Cc: David Farmer, Budget Manager
Jeff Scarpinato, Holmes Murphy
Benefits Coordinator

HUMAN RESOURCES DEPARTMENT

600 West Fourth Street
Davenport, Iowa 52801-1030

Ph: (563) 326-8767 Fax: (563) 328-3285
www.scottcountyiowa.com



Date: October 13, 2015
To: Dee F. Bruemmer, County Administrator
From: Mary J. Thee, Human Resources Director/Asst. County Administrator
Subject: Approval of Health Insurance Premium Rates for CY16

The final rates for the Medical, Dental and Vision benefits are as follows:

United Healthcare Plan (TPA) (Self Funded as of 1-1-10)	CY15 Rates	CY16 Rates	Employee Family Rate
	\$ 474.00 Single \$1,294.00 Family	\$ 504.00 Single \$1,370.00 Family	\$173.20

Delta Dental (TPA) (Self funded as of 7-1-10)	CY15 Rates	CY16 Rates	Employee Family Rate
	\$29.18 Single \$87.46 Family	\$29.18 Single \$87.46 Family	\$11.66

Employee's opting to take the Dental supplemental plan shall pay an additional \$5.00/month for single or family coverage.

Avesis Vision (Contracted since 7-1-10)	CY14 Rates	CY15 Rates	Employee Family Rate
	\$6.68 Single \$15.38 Family	\$6.68 Single \$15.38 Family	\$1.74



Delta Dental of Iowa

Summary of Covered Services and Benefits: Buy Up - Option 1

Scott County Group # 92270

Deductibles, Maximums & Eligibility	Delta Dental PPO™	Delta Dental Premier® / Non Par
- Individual Deductible	\$0	\$25
- Family Deductible	\$0	\$75
- Deductible applies to Check-Ups and Teeth Cleaning?	No	No
- Benefit Period Maximum	\$1,500	\$1,500
- Eligible children to age	26	26
- Full-time (unmarried) students eligible to age	99	99
- Does Individual Deductible apply to Orthodontics?	Yes	Yes
- Orthodontic lifetime maximum	\$1,500	\$1,500
- Orthodontics: Eligible children to age	19	19
- Orthodontics: Full-time students eligible to age	19	19
- Adult Orthodontics	Yes	Yes
Benefits		
Check-Ups and Teeth Cleaning	100%	100%
(Diagnostic and Preventive Services)		
- Dental Cleaning		
- Oral Evaluations		
- Fluoride Applications		
- X-Rays		
- Sealant Applications		
- Space Maintainers		
Cavity Repair and Tooth Extractions	90%	80%
(Routine and Restorative Services)		
- Emergency Treatment		
- General Anesthesia/Sedation		
- Restoration of Decayed or Fractured Teeth		
- Limited Occlusal Adjustments		
- Routine Oral Surgery		
- Consultations		
- Posterior Composites w/o Alternate Processing		
Root Canals (Endodontic Services)	90%	80%
- Apicoectomy		
- Direct Pulp Cap		
- Pulpotomy		
- Retrograde Fillings		
- Root Canal Therapy		
Gum and Bone Diseases (Periodontal Services)	90%	80%
- Conservative Procedures (Non-surgical)		
- Complex Procedures (Surgical)		
- Periodontal Maintenance Therapy		
High Cost Restorations (Cast Restorations)	80%	80%
- Cast Restorations		
- Crowns		
- Inlays		
- Onlays		
- Post and Cores		
- Recementing Crowns/Inlays/Onlays		
Dentures and Bridges (Prosthetic Services)	50%	50%
- Bridges		
- Dentures		
- Repairs and Adjustments		
- Recementing of Bridges		
- Implants w/out Alternate Processing		
Straighter Teeth (Orthodontics)	50%	50%
Additional Options		
-Enhanced Benefits Program	Included	Included
-Annual Maximum Carryover - To Go SM	Included	Included

This dental plan includes the Enhanced Benefits Program (EBP) which allows additional benefits for Covered Person(s) with designated dental or medical conditions.
This dental plan includes the Annual Maximum Carryover – To GoSM for carryover of unused Benefit Period Maximum to the next benefit contract year.

This is a general description of coverage. It is not a statement of your contract. Actual coverage is subject to terms and conditions specified in the benefits document itself and enrollment regulations in force when the benefits become effective. Certain exclusions and limitations apply. Please refer to your dental benefits document for details.

2016

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 22, 2015

APPROVAL OF FAMILY HEALTH CARE PREMIUM RATES FOR SCOTT COUNTY EMPLOYEES IN CALENDAR YEAR 2016

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

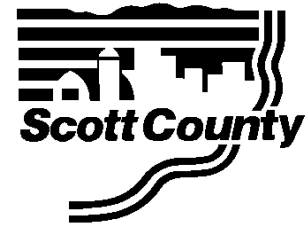
Section 1. The following schedule of family health care premium rates for Scott County employees in calendar year 2016 is hereby approved:

Health/Pharmaceutical	\$173.20 / mo
Dental	\$ 11.66 / mo
Avesis Vision	\$ 1.74 / mo

Section 2. Employee's opting to take the Dental supplemental plan shall pay an additional \$5.00/month for single or family coverage.

Section 3. This resolution shall take effect on January 1, 2016.

Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



Item 10
10-20-15

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

October 12, 2015

To: Dee F. Bruemmer

From: Lori A. Elam

Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have the property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Candy Appleby
6153 South Concord Street
Davenport, IA 52802

Suspend: The 2014 property taxes, due September 2015 and March 2016 in the amount of \$381.00 including interest.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

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

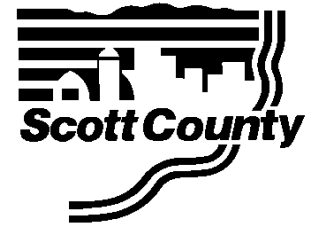
October 22, 2015

**SUSPENDING THE 2014 PROPERTY TAXES DUE SEPTEMBER 2015 AND MARCH 2016 FOR
CANDY APPLEBY, 6153 SOUTH CONCORD STREET, DAVENPORT, IOWA, PARCEL: 31849-12 IN
THE AMOUNT OF \$381.00 INCLUDING INTEREST.**

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

- Section 1. The 2014 property taxes due September 2015 and March 2016 for Candy Appleby, 6153 South Concord Street, Davenport, Iowa, Parcel: 31849-12 in the amount of \$381.00 are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



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

October 12, 2015

To: Dee F. Bruemmer

From: Lori A. Elam

Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have the property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Theresa Hall
5610 North Street
Bettendorf, IA 52722

Suspend: The 2014 property taxes, due September 2015 in the amount of \$1,576.00 and March 2016 in the amount of \$1,553.00 and utility fees/special assessments of \$42.77, \$40.54, and \$43.75.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS
RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD
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DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N
SCOTT COUNTY BOARD OF SUPERVISORS
OCTOBER 22, 2015

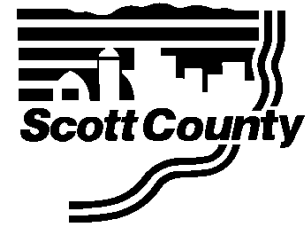
**SUSPENDING THE 2014 PROPERTY TAXES DUE SEPTEMBER 2015 AND MARCH 2016 FOR
THERESA HALL, 5610 NORTH STREET, BETTENDORF, IOWA, PARCEL: 841333103 IN THE
AMOUNT OF \$3,129.00 AND UTILITY FEES/SPECIAL ASSESSMENTS OF \$42.77, \$40.54 AND
\$43.75.**

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

- Section 1. The 2014 property taxes due September 2015 and March 2016 for Theresa Hall, 5610 North Street, Bettendorf, Iowa, Parcel: 841333103 in the amount of \$3,129.00 and utility fees/special assessments of \$42.77, \$40.54 and \$43.75 are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



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

October 12, 2015

To: Dee F. Bruemmer
From: Lori A. Elam
Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Cyrus Sarvestaney
2114 Gaines Street
Davenport, IA 52804

Suspend: 2014 property taxes due September 2015 and March 2016 in the amount of \$1521.00 including interest.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

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 22, 2015

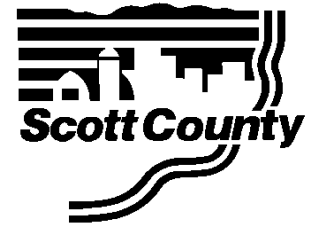
**SUSPENDING THE 2014 PROPERTY TAXES FOR CYRUS SARVESTANEY, 2114 GAINES STREET,
DAVENPORT, IOWA, IN THE AMOUNT OF \$1521.00 INCLUDING INTEREST.**

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

- Section 1. The 2014 property taxes due in September 2015 and March 2016 accrued for Cyrus Sarvestaney, 2114 Gaines Street, Davenport, Iowa, in the amount of \$1521.00 including interest are hereby suspended.
- Section 2. The County Treasurer is hereby directed to suspend the collection of the above stated taxes and utility fees thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 West 4th Street
Davenport, Iowa 52801



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

October 12, 2015

To: Dee F. Bruemmer

From: Lori A. Elam

Re: Approval of Tax Suspension Requests

The County has received the following tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Jay and Sandra DeVore
1128 East Garfield Street
Davenport IA 52803

Suspend: 2014 taxes due September 2015 and March 2016 in the amount of \$1856.00 including interest.

The applications meet the Board Suspension Policy requirements. It is recommended that the Board suspend the taxes at their next Board meeting.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS
RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD
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DATE

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS

October 22, 2015

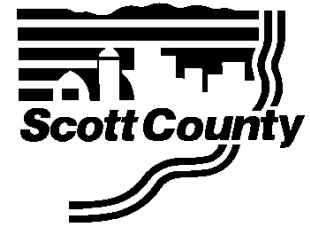
**SUSPENDING THE 2014 PROPERTY TAXES FOR JAY AND SANDRA DEVORE, 1128 EAST
GARFIELD STREET, DAVENPORT, IOWA, IN THE AMOUNT OF \$1856.00 INCLUDING INTEREST.**

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

- Section 1. The 2014 property taxes due in September 2015 and March 2016, accrued by Jay and Sandra DeVore, 1128 East Garfield Street, Davenport, Iowa, in the amount of \$1856.00 including interest are hereby suspended.
- Section 2. The County Treasurer is hereby directed to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 West 4th Street
Davenport, Iowa 52801



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

October 12, 2015

To: Dee F. Bruemmer

From: Lori A. Elam

Re: Approval of Tax Suspension Request

The County has received the following tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Sara McDaniel
6030 Fossen Drive
Davenport, IA 52802

Suspend: The 2014 property taxes due in September 2015 and March 2016 in the amount of \$643.00 including interest.

The applications meet the Board Suspension Policy requirements. It is recommended that the Board suspend the taxes at their next Board meeting.

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 22, 2015

SUSPENDING THE 2014 PROPERTY TAXES DUE IN SEPTEMBER 2015 AND MARCH 2016 FOR SARA MCDANIEL, 6030 FOSSEN DRIVE, DAVENPORT, IOWA, IN THE AMOUNT OF \$643.00 INCLUDING INTEREST.

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

- Section 1. The 2014 property taxes due in September 2015 and March 2016 for Sara McDaniel, 6030 Fossen Drive, Davenport, Iowa, in the amount of \$643.00 including interest are hereby suspended.
- Section 2. The County Treasurer is hereby directed to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

INFORMATION TECHNOLOGY

400 West Fourth Street
Davenport, Iowa 52801-1104

Ph: (563) 328-4100 Fax: (563) 326-8669
www.scottcountyiowa.com



October 13, 2015

To: Dee F. Bruemmer, County Administrator
From: Matt Hirst, Information Technology Director
Subject: Enterprise Content Management Project Update

A team comprised of representatives from Scott County Offices and Departments are working on an Enterprise Content Management (ECM) project.

The ECM project has the potential to positively impact many County business processes by providing improved capabilities for content management including public access to appropriate documents.

Project time lines are as follows:

- October 5th – RFP issued for ECM application as well as conversion and implementation services
- October 14th – Vendor prebid conference
- October 16th – Answers to vendor questions due from County
- November 3rd – Vendor proposals due
- November 17th – Vendor short list due
- December 8th, 9th, and 10th – Vendor demonstrations
- December 20th – Recommendation to BoS
- December 23rd – County issues notice of intent to award
- January 4th – Contract negotiations begin

The Board's interest and involvement in the ECM project is paramount to our success. Board attendance at vendor demonstrations is welcomed and encouraged.

Scott County, Iowa



Request for Proposal: Enterprise Content Management System and Implementation Services

RFP #: 19177

Project #: IT-2015-10-02

Issue Date: October 2, 2015

Due Date and Time: October 26, 2015 2:00 PM Central Time

Receipt Location:

Scott County, Iowa
Attn: Purchasing Office
600 West Fourth Street
Davenport, Iowa 52801-1003

WARNING: Prospective proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. A prospective proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.



Request for Proposal: Enterprise Content Management System

October 2, 2015
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Attachment A: Functional and Technical Requirements Worksheets

Attachment B: Cost Worksheet

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Attachment D: Record Inventory



ADVERTISEMENT

Request for Enterprise Content Management System and Implementation Services

Scott County, Iowa seeks proposals from qualified vendors for an Enterprise Content Management (ECM) system as well as providing implementation services. The scope of this request will include, but is not limited to: an implementation project plan, implementation methodology, communication plan, project change management plan, software customization plan, system interface plan, data conversion plan, implementation testing plan, quality assurance plan, pre- and post-implementation support plan, and a training plan. The offeror shall also provide project management resources leading to the successful implementation of the system.

Criteria for selection will be based on price, experience, level of fit of the proposed system based on the County's functional and technical requirements, and implementation approach. The selection process will be conducted in accordance with the Request for Proposal and will be led by in-house project and evaluation teams in addition to a hired consultant. Product demonstrations and vendor reference checks will also be used to select a vendor.

Interested parties may obtain an information package by visiting the County website www.scottcountyiowa.com/purchasing or by contacting Barb Schloemer at purchasing@scottcountyiowa.com. Further information or questions can be addressed to Stephanie Macuga at Stephanie.Macuga@scottcountyiowa.com.

1.0 Introduction

This Request for Proposal (RFP) is intended to solicit proposals from proposers capable of satisfying Scott County's needs for an Enterprise Content Management (ECM) system. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system is available that meets the County's needs, the County may then enter into contract discussions with the selected proposer. In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the County's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," "offeror," and "proposer" are considered to have the same meaning.

The government of Scott County has approximately 500 full-time and 250 part-time employees, 500 of which will be users of the ECM system. These employees serve a population of approximately 165,000 with a total budget for 2015 of \$80 million.

1.1 No Obligation

This inquiry implies no obligation on the part of Scott County.

1.2 Proposer's Agent

Responding proposals must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary or other corporate officer(s). To be signed by any other official, a Power of Attorney must be attached to the bid.

A Transmittal Letter must accompany each proposal. The Transmittal Letter should provide the proposer's primary contact information, including the following:

1. Name of proposer representative;
2. Title;
3. Name of company;
4. Address;
5. Telephone number;
6. E-mail address; and,
7. Signature of authorized officer of the firm.

The Transmittal Letter must be on the proposer’s letterhead and be signed by a person or persons authorized to make obligations committing the proposer(s) to the proposal.

A signature on the signature page of the bid form hereby provides Scott County acknowledgement and acceptance of the “Conditions” and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a bid in response to this solicitation, a bidder shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this bid.

1.3 County Procurement Office Mailing Address

Proposals shall be addressed to:

Scott County, Iowa
Attn: Purchasing Office
600 West Fourth Street
Davenport, Iowa 52801-1187

1.4 Questions and Inquiries

The designated County Point of Contact shall be the sole point of contact for the purposes of this procurement. All questions should be directed to Stephanie Macuga using the following contact information:

Point of Contact
Stephanie Macuga Stephanie.Macuga@ScottCountyIowa.com 563-328-4150

Table 01: Point of Contact

1.5 RFP Schedule of Events

The following schedule of events represents the County’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule is delayed, such as the deadline for receipt of proposals, the rest of the schedule will be shifted by at least the same number of days.

RFP Schedule of Events	
RFP Issued	October 2, 2015
Vendor Pre-Bid Conference	October 14, 2015 10:00 AM CST
Questions from Proposers Due	October 16, 2015 2:00 PM CST
Proposals Due	October 26, 2015 2:00 PM CST
County Issues Vendor Short List	November 17, 2015

RFP Schedule of Events	
Vendor Demonstrations	December 8, 9, and 10, 2015
County issues Notice of Intent to Award	January 4, 2016
Begin Contract Negotiations	January 4, 2016

Table 02: RFP Schedule of Events

Vendors are encouraged to reserve the week listed above for demonstrations. The County intends to adhere to the timeline described above. Demonstrations will likely be one day for each short listed vendor and consist of a main demonstration room and a staffed demonstration lab, so vendors should plan resources accordingly. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed above, it will do so by issuing an addendum to this RFP.

1.6 Pre-Bid Conference

A Pre-Bid Teleconference will be held on Wednesday, October 14, 2015, at 10:00 AM CST. Vendors who wish to attend the Pre-Bid Conference must notify the County Point of Contact in advance, by Tuesday, October 13, 2015 at 4:00 PM CST. At that time, the County Point of Contact will provide teleconference information. Notice may be given to the County Point of Contact at the contact information provided in Section 1.4

1.7 Amendments and Addenda to the RFP

If the County finds it necessary to revise any part of this RFP, an amendment or addendum will be provided to all proposers known to have received the RFP. Amendments and addenda will also be posted on the County's website in the Request for Proposals section (www.scottcountyiowa.com/purchasing).

Acknowledgement of the receipts of all amendments, addenda, and changes, if issued, shall be returned to the Procurement Office, in writing, with the proposal. Failure to return a signed amendment or addendum will result in the proposer's proposal being deemed non-responsive.

1.8 Incurred Expenses

Neither Scott County nor any of its offices or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal.

1.9 Notice Provided

The Request for Proposal and any amendments or addenda to the RFP will be posted on the County's website in the Request for Proposals section (www.scottcountyiowa.com/purchasing).

2.0 Background Information

2.1 Purpose of the RFP

This Request for Proposal is issued by Scott County to solicit proposals from qualified vendors for an Enterprise Content Management (ECM) system. It is the intent of the County to enter into an agreement with a vendor who can provide the complete range of requirements described in Section 3.0 (Scope of Work). Specifically, the County seeks a system(s) that can provide the following modules:

No.	Functional Area
1	Capture and Indexing
2	Search and Retrieval
3	Document and Records Management

Table 03: Functional Areas

The County is seeking responses from vendors who can demonstrate they possess the organizational, functional, and technical capabilities to perform the services, and meet or exceed the requirements and service levels specified herein. The County and the vendor will negotiate a final contract incorporating appropriate portions of the proposer's response to the RFP. Information concerning the County's objectives, current environment, project scope, timeline, requirements, and evaluation criteria are disclosed in the sections that follow. It is the County's goal that with the future ECM system the County will be able to achieve the objectives described in Section 2.2 (Project Objectives).

2.2 Project Objectives

The vision for a future systems environment is based upon addressing the challenges identified below.

No.	Challenge
1	Reliance on manual and paper-based processes.
2	Lack of document life cycle management within current systems.
3	Inconsistent and disparate storage of electronic content.
4	Limited web-based services and functionality.
5	Current enterprise document archive application is end of life.

Table 04: Challenges in the Current Environment

2.3 Current Environment

Through the procurement of a new ECM system, the County seeks to attain the objectives described in Section 2.2 (Project Objectives). This section describes the systems in use in the County and identifies some of the primary challenges in the current systems environment.

Systems in Use in the County

Scott County is using a mix of enterprise-wide and department specific commercial applications as well as several that have been custom developed or modified in-house. The County has included a list of desired interfaces within Attachment A. Software vendor, version, and database information can be found within this list.

Standard Technical Specifications

It is anticipated that there could be up to 150 concurrent users of a future system. The following tables contain the standard technical specifications the County employs for basic and high end workstation configurations.

Workstation Specifications		
Item	Low-End	High-End
Operating System	Windows 7/8.1	Windows 7/8.1
Processor	Intel Celeron	Core i5
Memory	2GB	8GB
Disk Capacity	32GB	1TB
Video Adaptor	Intel Onboard	AMD Firepro 4 Head
Monitor	19" LCD	23" LCD Touch
CD-ROM	None	DVD RW
Desktop Applications		
Category	Product	Version
Word Processing	Microsoft Word	2007 and Up
Spreadsheet	Microsoft Excel	2007 and Up
Database	Microsoft Access	2007 and Up
Presentation	Microsoft Power Point	2007 and Up
Web Browser	Microsoft Internet Explorer	9.0 and Up
E-Mail	Microsoft Outlook	2007 and Up
Anti-Virus	Sophos	10.3
Electronic Document Distribution	File Sharing / TBD	N/A
Statistics/Reporting	N/A	N/A

Table 06: Workstation Technical Specifications

2.4 Functional Areas

The functional areas included in the scope of the desired ECM system are contained in the following table. Attachment A, the List of Functional and Technical Requirements, contains the detailed functionality the County requires within each area in a future system.

No.	Area
1	Capture and Indexing
2	Search and Retrieval
3	Document and Records Management

Table 07: Functional Areas

3.0 Scope of Work

In order to assist the County in minimizing the risks associated with implementing an enterprise-wide system, the County requires key deliverables be developed and maintained as well as certain milestones met by the selected system vendor. In addition to minimizing risks, the deliverables and milestones described below will assist the County and the selected vendor in managing the project to achieve project objectives. It is expected that the selected vendor will lead the efforts in each of the implementation activities described below unless otherwise stated. Further details on what shall be provided as part of the Vendor's proposed implementation plan are included in the following sections.

Proposers shall provide project management resources leading to the successful implementation of the system. This project manager will work with the County's Project Manager. Costs for the project manager should be stated in the pricing section of this RFP. As part of any significant engagement, the County expects a project management approach that is based on the Project Management Institute's Project Management Body of Knowledge (PMBOK). Preference will be given to vendors that propose project leads and team members that are certified Project Management Professionals (PMPs) by the Project Management Institute (PMI). The County expects the proposer to adhere to these standards as part of the project.

3.1 Gap-Fit Analysis

As part of the pre-implementation tasks, the vendor will analyze the Functional and Technical Requirements (included in Attachment A) and provide a detailed presentation to the County demonstrating how it intends to address each requirement. This Gap-Fit Analysis will identify areas where the County may be required to change existing business processes or potentially customize the ECM system to accommodate unique process requirements. In the event the vendor proposes a software modification to meet a requirement, the vendor will provide the County with a detailed specification and cost of the proposed change.

To conduct the gap-fit analysis, the County expects that the vendor will review all business and technical requirements with County staff in a series of onsite meetings. The vendor will review and confirm all requirements; and update the requirements list with any necessary changes to ensure the vendor and County have a common understanding of all business and technical requirements. The Gap-Fit Analysis will be a critical point in the County-vendor relationship in that the County intends for this exercise to provide the opportunity for both parties to gain consensus on expectations and challenges involved in the system implementation. The County should come away from this analysis with a clear understanding and agreement of how the vendor intends to address its specific system needs and determine if any additional resources are needed.

3.2 Implementation Project Plan

The vendor must provide the County with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

1. **Project Background:** This section should include a description of the project background.
2. **Project Objectives:** This section should include overall project objectives.

3. **Project Deliverables and Milestones:** This section should include a list of deliverables and milestones of the project, and with each deliverable or milestone this section should describe exactly how and what will be provided to meet the needs of the County.
4. **Project Schedule (MS Project):** This section of the Project Plan should identify the dates associated with deliverables and milestones described in Section 3 of the Project Plan. In addition, the Project Plan should reflect project predecessors, successors, and dependencies. The County requires the use of Microsoft Project to develop the project schedule and Gantt chart.
5. **Project Management Processes:**
 - a. **Resource Management:** This section of the Project Plan should describe County resources, proposer resources, and the overall project team structure and should include an organizational chart. Each role identified for the vendor and any subcontractors and the County should also include a description of the responsibilities related to the identified project role as well as the communication process for each party.
 - b. **Scope Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage project scope and the process used to request changes to project scope. It is the County's desire to use the proposed ECM system "as is" and as such any changes must be reviewed and approved by the County's Executive Project Team.
 - c. **Schedule Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage the project schedule and the process used to submit request changes to the schedule. The proposer must ensure that the project schedule is kept current and report any missed milestones to the County.
 - d. **Risk Management:** This section of the Project Plan should describe the approach the proposer will use to document existing project risks, report them to the team, and provide recommendations for mitigating the risk.
 - e. **Quality Management:** This section of the Project Plan should describe the approach the proposer will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the County.
6. **Bi-Weekly Status Reports:** This section of the Project Plan should describe the approach the vendor will use to provide bi-weekly status reports throughout the course of the project. This section should describe the layout of the bi-weekly status report and the expected delivery mechanism that will be used to provide the report to the County and review it on a bi-weekly basis with the County's project manager and appropriate project staff.

3.3 Implementation Methodology

As part of the RFP response, the vendor must provide a description of its proposed implementation methodology. The County will also require the selected vendor to provide an itemized list of information required for implementation at the beginning of this project. This list shall be delivered to

the County and updated in a manner that will allow the County a reasonable amount of time to meet the vendor's requests for items such as workspace, network access and internet connectivity.

3.4 Requirements Traceability Matrix

The vendor must maintain a Requirements Traceability Matrix (RTM) to track and report to the County which Functional and Technical Requirements have been satisfied during each phase of the project. The RTM is created by associating requirements with the work products that satisfy them. It is the County's intention that the vendor will maintain the RTM along with collaborative input from the County. As part of the "go-live" acceptance process for each phase, the County and vendor shall agree that each requirement in the RTM for that phase has been satisfied. Attachment A includes a list of the Functional and Technical Requirements requested by the County.

3.5 Project Team Organizational Structure

As part of the RFP response, the proposer must specify all personnel required for each of the implementation stages, depicted in a Project Team Structure Diagram. The diagram should include (at a minimum) the following Key Personnel: Engagement Manager, Project Manager, Implementation functional area leads, and technical staff. Resumes are required for the Key Personnel project team members (and all additionally proposed offeror project team members). Any change of a Key Personnel after contract approval must be reviewed and approved, in writing, by the County.

3.6 Vendor Team Roles and Responsibilities

As part of the RFP response, the proposer shall provide a detailed explanation of the roles and responsibilities the proposer anticipates supporting and that will address the County's requirements in this RFP. The proposer shall clearly indicate which proposer staff member (either by name or position or team) will be responsible for the overall project and for each key role/responsibility within the project implementation plan. It is the County's expectation that the proposer will provide project management services related to the vendors implementation approach. This will include but not be limited to: the development and maintenance of the deliverables in this Section 3.0; training, data conversion and testing services; and serving as a single point of contact for the County's project manager. Proposers should keep this approach in mind as they develop their cost and project approach. It is also expected that the proposer will have past experience implementing large-scale projects and have worked within a County-government environment.

The proposer shall identify the total number of hours that members of their team will be involved in each phase of the project. The proposer should provide this information using the Vendor Project Team table of Attachment C, Staffing Requirements Worksheet. The worksheet is structured such that the Offer will provide hourly estimates by functional area for five phases of the project:

1. Requirements and Design;
2. Data Conversion
3. Configuration and Setup;
4. Implementation;
5. Testing; and,
6. Training.

3.7 County Team Roles and Responsibilities

As part of the RFP response, the proposer shall provide an anticipated representation of the resource requirements that will be expected of the County during this project. The County will provide the proposer with workspace, VPN access and trouble-shooting services for the existing network. As part of this response, the proposer should complete the County Project Team table of Attachment C, Staffing Requirements Worksheet. This worksheet is structured such that the proposer will provide hourly estimates by functional area for six phases of the project:

1. Requirements and Design;
2. Data conversion;
3. Configuration and Setup;
4. Implementation;
5. Testing; and,
6. Training.

3.8 Communication Plan

A project of this size and complexity represents a tremendous investment and risk for any organization. Thus, the County anticipates the need to be able to provide frequent and regular progress updates and status reports to various County leaders, staff, and stakeholder groups.

The selected vendor must provide a detailed communication plan that includes discussion of key implementation metrics that will be used to track progress; types of communication methods (i.e., memo, email, one-on-one meetings, project team meetings, stakeholder group meetings, online web progress reporting tools, etc.) that the vendor will use; frequency of these communications; and key vendor points-of-contact with overall responsibility for ensuring these communications are provided as scheduled. This will become a part of the Implementation Plan.

Additionally, the County expects that the vendor will make Key Personnel and staff available for certain meetings either on-site or via teleconference or web-conference that may be required should major issues arise during the implementation that significantly impact the schedule, budget, or effectiveness of the ECM system.

3.9 Project Change Management Plan

As stated in the project objectives above, the County wishes to maximize its use of the new ECM system capabilities and anticipates that this goal will require it to undertake business process changes that may or may not have a significant impact on County operations and personnel.

As part of this Project Plan, the vendor must provide a detailed Change Management Plan. This plan should include a list of the business processes that the vendor recommends changing and a detailed description and flow-chart of the recommended new processes, the anticipated benefits to the County of these changes, and how the vendor proposes to manage this change process. Workflow diagrams will be provided to the selected vendor.

3.10 Software Customization Plan

While it is the County's intent to utilize the vendor system's existing capabilities and embedded best-practice business processes, it recognizes that it will have some critical work-processes that require some amount of software customization. As part of this project plan and based on the results of the Gap-Fit Analysis, the vendor will provide a detailed software customization plan that includes anticipated customizations and their impact to the overall project schedule, budget, and final success. This software customization plan should describe the process that the County and the vendor will engage in for accepting the software modifications.

3.11 System Interface Plan

As part of the RFP response, proposers must include a description of the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment A, Functional and Technical Requirements. During the implementation phase, vendors will conduct the work necessary to gain an understanding of the existing environment and the complete list of interfaces that will need to be developed. Attachment A is a list of the known existing applications that should be part of the strategy described in the RFP response.

The County maintains numerous business-specific applications that were developed in-house. These applications were created using Visual Studio and are supported by a SQL 2008 backend. It is the County's desire that the vendor does not develop interfaces to these applications, but rather provides the County with the APIs to develop and manage the interfaces internally.

3.12 Data Conversion Plan

As part of the RFP response, the proposer must describe how all files will be converted to the proposed System (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The County's current document management system is Canon imageWARE (database version 4.0.5) software which currently contains in excess of twenty (20) record sets across multiple departments and a proprietary SQL database storing nearly 1 terabyte (TB) of single or multi-level indexed images in TIFF, single and multi-page PDF, and proprietary formatted.

The County would like to understand how the proposer will approach developing the data conversion plan, and what processes will be undertaken by the proposer's project team to convert existing data as well as to interface with identified source systems. A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (County or proposer) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The proposer is expected to assist the County in the conversion of both electronic and manual data to the new system. It is expected that the County will be responsible for data extraction from current systems and data scrubbing and that the proposer shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s).

A County Records Inventory (Attachment D) has been included for vendor reference. This Attachment contains a listing of record sets that may be converted or migrated into a future ECM system. This is a summary document and is provided only for vendor proposal planning. It is expected that the selected vendor will use this as a starting point to review with the County during early phases of system implementation. Because this is a summary document provided for general planning purposes only, additional detail around particular record sets will not be provided as part of the RFP process. The County Plans to complete scanning efforts internally and will only look for vendor assistance in converting content already in electronic format.

3.13 Implementation Testing Plan

The selected vendor shall provide a testing plan that describes all phases of testing, unit, system, interface, integration, and user acceptance testing. It is the County's expectation that the testing plan govern all phases of the project and that the vendor will also provide assistance during each testing phase involving County users.

3.14 Quality Assurance Plan

The selected vendor shall develop a Quality Assurance Plan that describes how the desired levels of quality will be achieved through implementation. The Plan should identify resources from both the vendor and the County who will be involved in the processes of quality planning, quality assurance and quality control. The County expects that vendors have an existing Quality Assurance Plan that it employs as part of its standard implementation.

3.15 Pre- and Post-implementation Support Plan

The selected vendor must provide a Pre- and Post-implementation Plan that describes the approach to software support during the implementation and after go-live. Vendors should describe what level of support is available under the proposed fee structure. If varying levels of support are available, this section of the vendor's response should clarify these potential services and highlight the level of support that has been proposed.

3.16 Training Plan

It is the County's intention that the selected vendor will coordinate the training of County personnel in the use of their application and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables.

The selected vendor must provide a detailed plan for training. This Training Plan must include the information described below.

1. The role and responsibility of the software and/or implementation vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end-users).
2. The role and responsibility of the County staff in the design and implementation of the training plan.
3. Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end-users, and technology personnel.
4. Proposed training schedule for County personnel of various user and interaction levels.
5. Descriptions of classes/courses proposed in the training plan. (The vendor should specify the unit of measure for its training, e.g., units, classes, days, etc. and define the hours associated with these units of measure.) The vendor must be very clear about exactly what training courses are included in the cost of the proposal.

6. The knowledge transfer strategy proposed by the software and/or implementation vendor to prepare County staff to maintain the system after it is placed into production.
7. Detailed description of system documentation and resources that will be included as part of the implementation by the vendor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, and others as available.

3.17 Deliverables Dictionary

Given the size of this project, the County requests that the vendor develop a "Deliverables Dictionary" as part of its project plan. The County anticipates the Deliverables Dictionary will be a listing of key project deliverables that includes a brief explanation of the deliverable, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the proposer's project plan. The Deliverables Dictionary, at a minimum, should include the items described in Section 3.0 (Statement of Work). The Deliverables Dictionary **must be included as part of the RFP response.**

3.18 System Documentation

The proposer must provide an overview of the user and technical documentation provided with the software applications (by application proposed). The County requires documentation that describes the features and functions of the proposed application software, but additionally that can be tailored to the specific and unique needs of the County. The documentation must be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. This documentation shall be provided in written hard-copy and web-based form for each application module, with a minimum of one (1) hard-copy of each documentation type for each application module being provided with the application software.

The proposer will be responsible for providing County-specific documentation that describes how processes are run related to County tasks. Documentation, including training manuals and agendas, will be provided by the proposer before each training session with County staff.

3.19 Decision Matrix

The County will work collaboratively to develop a Decision Matrix for the life of the ECM implementation project. There will be instances during the project where key decisions will need to be made. The decisions will be made based on information provided by both the proposer and the County. The decisions could potentially impact future phases of the project and it will be important for the County and proposer to track the facts that influenced key decisions.

3.20 Third-Party Products

The proposer shall explicitly state the name of any third-party products that are part of the proposed solution to the County. For each third-party product there should be a statement about whether the proposed contract will encompass the third-party product and/or whether the County will have to contract on its own for the product.

A proposal must describe any products, features, or other value added components recommended for use with the proposed system that have not been specifically requested in this RFP. The proposer



should also provide proof that it has access to the third-party software source code (owned or in escrow) and that the proposer has the ability to provide long-term support for the third-party software components of its system. Consideration of these product features or other value-added components will be given where they may be of value to the County.

Proposers must include all cost of any third-party products, including the software license cost, maintenance, implementation, training cost, and any other related costs, including third-party software in the total cost of this proposal. Proposers must also include how many times they have integrated with the respective third-party products.

4.0 General Contract Information

4.1 Contract Type

This contract is a fixed price contract. The initial contract price will be based upon prices submitted by the selected vendor, subject to contract negotiations with the County and shall be firm for the total number of years of the contract. Price adjustments will be negotiated at the request of either party in the extension periods or through adjustment clause. The County must be notified in a timely manner of all price increases.

4.2 Contract Review

The vendor will meet with the Contract Administrator not less than once per quarter to conduct a contract and performance review of the vendor. These meetings will be either in person in Davenport, Iowa, or via teleconference or web-conference with not less than two in-person meetings per year. This contract and performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies. If necessary, appropriate adjustments to the pricing may be negotiated for the new quarter if agreed upon by both parties.

4.3 Contract Price Changes

Written requests for price changes in term contracts after the firm price period must be submitted in writing to the County. Any increase will be based on the vendor's actual cost increase only, as shown in written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the County: (1) the request may be granted; (2) the contract may be cancelled and solicitation may be re-advertised; or (3) continue with the contract without change.

The County will accept or reject all such written requests within thirty (30) days of the date of receipt of vendor's request for price increase and receipt of proper written documentation, whichever is later.

If a price increase is approved, the County will issue an amendment to the contract specifying the date the increase will be effective. The vendor will be required to send notice to all users of the contract. All services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed.

When the County rejects a request for price increase, the vendor will be notified and the contract will continue without change.

4.4 Contract Approval

This RFP does not, by itself, obligate the County. The County's obligation will commence following the Board of Supervisors' approval. Upon written notice to the vendor, the County may set a different starting date for the contract. The County will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the County.

4.5 Contract Dispute

In the event of contract dispute, proceedings will be held in the State of Iowa. Mitigation will be a mandatory first step in the event of a dispute, prior to any legal action.

4.6 Additional Terms and Conditions

All or part of this RFP and the successful proposal may be incorporated into the contract.

The County reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of this RFP and will not affect the proposal evaluations.

Proposals, including supplemental terms and conditions, will be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the County's rights under any contract resulting from the RFP, will be considered null and void. The County is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

1. If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and,
2. If the County's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.7 Payment and Retainages

The County understands that there will be potentially three types of costs that are associated with procuring a new system: software licensing, implementation services and annual maintenance costs. In the following sub-sections, each type of cost is defined and the County's expectations for payments and retainage associated with these costs are described.

4.7.1. Software License Costs

Software license costs include all costs related to licensing the software application and include third-party software license fees where applicable. In presented software license fees, the proposer shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (names user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), are included for each price;
- Indicate whether a product is for "server" or "client," as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).

To the extent possible, the proposer shall show any applicable discounts separately from the prices for products and services. The County requests that the proposer provide separate prices for each functional area/module in the proposed solution. In addition, the County expects software maintenance costs will not increase in the first five years upon live operation with the final duration to be determined during contract negotiations with the preferred vendor.

The County will provide payments associated with software license fees on a milestone basis. Each milestone will have an associated test in order to gain sign-off of approval for payment. The County expects a minimum of the five project milestones associated with payments, as identified in the following table.

No.	Project Milestones (for each phase of the implementation)
1	Project Kick-Off and Project Plan Approval
2	Initial System Implementation
3	System Configuration Complete
4	Approval of Go-Live
5	Acceptance of System

Table 08: Full Project Costs Payment Milestones

The County expects to determine the associate payment amounts as a percentage of total software license costs during contract negotiations with the preferred vendor.

4.7.2. Implementation Service Costs

Implementation service costs include all costs related to implementation, configuration, data conversion, customization and training. Typically, implementation service costs are provided as “not to exceed” estimates and the County will be charged for services as incurred.

The County will pay implementation service costs on a monthly basis as incurred on the project to include all costs except for the retained amount. The retained (“hold-back”) amount will be held until successful completion of the associated project phase. The retained amount will be paid to the vendor upon County acceptance of the system (see above for associated test criteria) and sign-off at phase completion. The County will determine the retained amount during contract negotiations with the preferred vendor.

Costs for the offeror’s proposed solution should be submitted on the Cost worksheet (Attachment B). It is important to note the following:

- The County will not consider time and materials pricing. Proposers shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other;
- The offeror shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge;"
- In the event the product or service is not being included in the offeror proposal, the item should be noted as "No Bid;" and,
- Proposer shall make clear the basis of calculation for all fees.

All travel expense costs must be included in the proposers fixed price cost. The County will not make a separate payment for reimbursable expenses. Per Force Majeure, County shall not be liable for additional travel costs incurred due for any reason outside the County’s control.

4.7.3. Annual Maintenance Costs

Annual maintenance costs include the annual maintenance and support fees for the application environment. The County will not pay maintenance fees on functional areas until County sign-off has been provided to approve live operation for one year after go live. The County desires software maintenance costs will not increase in the first ten years upon live operation, to be determined during contract negotiations with the preferred vendor.

4.8 Taxes and Taxpayer Information

The vendor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The County is not responsible and will not pay local, state, or federal taxes. The County sales tax exemption number is 42-6004465, and certificates will be furnished upon request by the purchasing agency.

4.9 Federal Requirements

The vendor must comply will all known federal requirements that directly apply to the proposal, the evaluation and the contract.

4.10 Source Code

Selected vendors shall place source code for the software modules licensed by the County in escrow with an independent third-party (with whom a separate escrow agreement will be entered into by County at no additional cost to the County). The source code shall be kept current with the releases / version of the software in live use at the County. The source code shall revert to the County for the County's use if the vendor files for bankruptcy or protection from creditors in a court of law. The County shall then have full rights to use source code for any purposes other than resale.

Within thirty (30) calendar days of the vendor going out of business or no longer supporting the software being licensed, the vendor shall provide appropriate source code to the County. The same applies if the vendor is merged or acquired and the software is no longer supported. Once the County obtains the source code, it shall be a perpetual license, and there shall not be any additional fees due, even if additional licenses are deployed.

4.11 Insurance Requirements

The successful offeror shall have in force during the period of the contract, insurance as listed below:

1. Bodily Injury and Property Damage Insurance: The CONTRACTOR shall take out and maintain during the life of this contract, bodily injury and property damage liability insurance under a comprehensive general form and automobile injury and property damage insurance under a comprehensive general form.

The required limits of this insurance shall not be less than:

General Liability:

Personal Injury -	each person	\$1,000,000
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Personal Injury -	each occurrence	\$1,000,000
Personal Injury -	Aggregate	\$1,000,000
Personal Damage -	each occurrence including Broadform Liability Extension	\$1,000,000

Automobile Liability - Owner, Non-Owned and Hired Vehicles:

Personal Injury -	each person	\$1,000,000
Personal Injury -	each occurrence	\$1,000,000
Personal Damage -	each occurrence	\$1,000,000

The above insurance shall cover the contractor's employees, the public and SECC, its boards, commissions, agencies, officers, employees and representatives must be named as additional insured so stated on the certificate of insurance.

2. Certificates of Insurance: The CONTRACTOR shall deliver to Attn: [INSERT CONTACT] 600 West 4th St., Davenport, IA, 52801 certificates of insurance covering all above insurance in duplicate. Such certificates shall provide ten days prior notice by registered mail of any material change in, or cancellation of this insurance. Contractor shall maintain this coverage on a standard CGL form for the benefit of Owner and the general public throughout the term of this agreement, and if a carrier or policy is changed, CONTRACTOR shall provide Owner with a replacement Certificate of Insurance.
3. Contractual liability Insurance: The CONTRACTOR shall take out and maintain during the life of this contract, liability insurance.
4. Products and Completed Operations Liability Insurance: The CONTRACTOR shall also take out Products and Completed Operations Liability Insurance of limits not less than any of the above limits specified in these qualifications.
5. Workmen's Compensation and Employer's Liability:
 - a. The CONTRACTOR shall maintain during the life of this contract, the statutory workmen's compensation and employer's liability insurance for all his employees to be engaged in the maintenance work under the contract.
 - b. The amount of Employer's Liability Insurance shall not be less than One Million (\$1,000,000) dollars.

5.0 Evaluation Criteria and Procedure

5.1 Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The County hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the selection committee shall be based on the evaluations using the criteria.

Criteria	Description	Maximum Score
Functional & Technical	This criterion considers both the qualifications of the offeror’s personnel whom offeror proposes to assign to provide the services solicited by this RFP and the products that the offeror proposes to use in performing the services solicited by this RFP. In evaluating the offeror’s products, the County will consider the business benefits and the business process improvements as a result of implementing the offeror’s products. Demonstration evaluations will become a portion of the overall technical score.	40 points
Approach	This criterion considers the offeror’s understanding of the scope of work and the quality and clarity of the contractor’s written methodology and description of the proposed approach to accomplish the work.	20 points
Experience	This criterion considers: (1) the offeror’s past performance on any County contracts, (2) the results of reference checks, and (3) the offeror’s experience in providing the services solicited by this RFP as set forth in the offeror’s response.	20 points
Cost	This criterion considers the price of the services solicited by this RFP. Offerors will be evaluated on their pricing scheme as well as on their price in comparison to the other offerors.	20 points

Table 09: Evaluation Criteria

5.2 Evaluation Procedure

After the written technical proposals have been scored, the County shall determine all applicants that meet the minimum qualifications to perform the required services. The County, at its sole discretion, reserves the right to have system demonstrations from those proposers judged to be reasonably susceptible of being selected for award. Offerors will be given a minimum of seven calendar days following notification to prepare their demonstrations to be conducted at a designated County location. Time limitations and demonstration requirements will be provided with the notification.

Prior to the demonstration sessions and following the release of the demonstration schedule and script, invited vendors will have an opportunity participate in a meeting with County individuals to



review the format of the demonstrations and ask questions related to procedure. This meeting may be conducted via teleconference or at County offices.

Demonstrations will be assigned a portion of the overall Technical Capability score. The County may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration as well as a demonstration "lab."

The County may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth above. Additionally, the County hereby reserves the right to solicit best and final offers or revised pricing responses only from a short list of respondents receiving the highest evaluated scores.

6.0 Proposal Response Format

6.1 General Instructions

The following instructions must be followed when submitting proposals:

1. The deadline for submitting proposals is established in Section 1.0 and proposals are due no later than 2:00 PM Central Time on Monday, October 26, 2015.
2. Proposals should be submitted to the following addresses in the quantities and formats described in #4 and #5 below:

Scott County, Iowa
Attn: Purchasing Office
600 West Fourth Street
Davenport, Iowa 52801-1003

3. The box used to send proposals should be clearly marked with the title of the RFP, "Enterprise Content Management System."
4. Five (5) hard-copies of the Technical Proposal and five (5) hard-copies of the Cost Proposal should be provided to the County. One hard-copy of the Technical and Cost Proposals sent to the County should be clearly marked as "Original," and the remaining copy should be clearly marked "Copy."
5. An electronic version of the Technical and Cost Proposals should be submitted to the County. Completed Attachments A, B and C must be submitted in MS Excel format. All documentation submitted electronically should be in native MS formats or in searchable PDF on a CD.
6. The Technical Proposal (contents described below) should be submitted in a three-ring binder with "tabs" used to differentiate each section.
7. The Cost Proposal (contents described below) should be submitted under separate cover.

The proposal submission must include all of the information set forth in this section. Following is a description of the contents for each proposal, and how each should be setup in order to comply with the RFP.

6.2 Technical Proposal

The Technical Proposal shall include the following sections:

Transmittal Letter. Responding proposals must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary or other corporate officer(s). To be signed by any other official, a Power of Attorney must be attached to the bid.

The Transmittal Letter should provide the proposer's primary contact information, including the following:

1. Name of proposer representative;
2. Title;
3. Name of company;
4. Address;
5. Telephone number;
6. E-mail address; and,
7. Signature of authorized officer of the firm.

The Transmittal Letter must be on the proposer's letterhead and be signed by a person or persons authorized to make obligations committing the proposer(s) to the proposal.

A signature on the signature page of the bid form hereby provides Scott County acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a bid in response to this solicitation, a bidder shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this bid.

1. **Tab 1: Executive Summary.** This tab should provide a brief summary of the proposal's contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three pages.
2. **Tab 2: Project Approach and Solution.** This tab should describe in detail the offeror's proposal for providing the services as described in Section 3.0 (Scope of Work). The project approach section must include a detailed description of each deliverable identified in Section 3.0 (Scope of Work Section).

Additionally, offerors should provide a brief description of their capabilities for each functional area of the requirements (Section 2.5, Functional Areas) in narrative format. The purpose of this summary information is so that the County has a high-level understanding of the offeror's proposed solution. This narrative should be written for an audience of the end-user community. Marketing materials should not be submitted on the proposed modules.

Offerors should also describe, in detail, any assumptions they made during the preparation of their proposal response (technical or cost). These include any assumptions related to the current County technical environment, staffing, project management approach, and County resources available during implementation and support phases.

Offerors should also provide responses to the following questions:

1. Based on information provided in this RFP and experience in working with other counties, what is the offeror's perspective on the most significant risks to this project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating and resolving issues that will arise during the project?
3. How do you propose to keep the project on task?
4. Provide a clear description of project management responsibilities between the County and the Vendor.
5. What is the earliest you can begin implementation after contract signing?

In addition to the narrative above, vendors should respond to each requirement listed in each of the worksheets in Attachment A - Functional and Technical Requirements. Vendors should use the format provided in Attachment A. When submitting the proposal, vendors should provide the completed Microsoft Excel document in addition to the written response.

3. **Tab 3: Offeror History.** This tab should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 3.0 (Scope of Work) and the depth of resources to provide the services solicited by this RFP. Offerors should describe the size of their organization, years in business, office locations and any pending or previous litigations filed against the organization. Offerors are requested to address each of the following questions:
 1. How long has your company been offering ECM systems?
 2. How many local government clients do you currently have?
 3. How many public sector/municipal clients do you have?
 4. How many employees do you have?
 5. Where are all of your offices located?
 6. How many installations are current live with the version of the system being proposed?
 7. What is your largest installation (in terms of number of users)?
 8. What is your smallest installation (in terms of number of users)?
 9. What other products does your company offer?

4. **Tab 4: Offeror Product.** This tab should include relevant information of the vendor's ECM product being proposed in response to this RFP. Vendors are requested to address each of the following questions. Please do not include marketing materials that are not relevant to the questions below:
 1. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
 2. What is the name and current release number of the product being proposed?
 3. When will the next release be available?
 4. How long does the typical implementation of the product being proposed take for an organization of similar size to Scott County?
 5. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
 6. What other applications will the product being proposed integrate with or have integrated with in the past?
 7. What sets your firm's product being proposed apart from your firm's competitors?
 8. Can the product being proposed be deployed in a decentralized or centralized manner?
 - i. If decentralized, does the product being proposed offer capabilities to download to a central database?
 - ii. If centralized, does the product being proposed support "host down" processing?
 9. What options do you provide related to APIs and toolkits for the County to create and manage their own system interfaces?
 10. What efforts does your firm take to protect Personal Health Information and ensure HIPAA compliance?

-
5. **Tab 5: Business Process Improvement.** This tab should include a summary statement on the types and areas of business process improvement that the County can expect as result of implementing the offeror's product. The statement should outline best practices offered and business benefits derived from the improved business processes.

 6. **Tab 6: Key Personnel and Organization.** This tab should include the resumes of the offeror's Key Personnel, and identify how they will be organized for the project. It should identify the specific employees assigned to provide the services solicited by this RFP as well as the ongoing support of the system following implementation. For each key person identified by the offeror, this tab should include the following information, provided in resume format:
 1. Name and title;
 2. Role on the project;
 3. Office location;
 4. Project responsibilities and roles;
 5. Listing of past projects where resource implemented the proposed product;
 6. Listing of past projects where resource implemented other software products;
 7. Educational background;
 8. Professional registrations and memberships; and,
 9. Additional relevant experience.

 7. **Tab 7: Project Roles and Responsibilities:** This tab should contain the completed Staffing Requirements Worksheets contained as Attachment C.

 8. **Tab 8: Project Schedule.** This tab should contain the offeror's planned proposed project schedule. The schedule should be a Gantt chart developed in Microsoft Project.

 9. **Tab 9: Data Conversion Plan.** This tab should contain the offeror's plan for data conversion to ensure the County's desired data is transferred to the new system. The plan should include estimated work levels as well as roles and responsibilities related to data conversion.

 10. **Tab 10: Quality Assurance Plan.** This tab should contain the offeror's standard approach to achieving quality assurance.

 11. **Tab 11: Deliverables Dictionary:** This tab should contain a listing of key project deliverables that includes a brief explanation of the deliverable, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the offeror's project plan. The Deliverables Dictionary, at a minimum, should include the items described in Section 3.0 (Scope of Work).

 12. **Tab 12: Subcontracting.** This tab should identify any of the required services that the offeror intends to subcontract, if any, providing the following information:
 1. Reasons for subcontracting;
 2. Proposed subcontractor responsibilities; and,
 3. Identify the proposed subcontractors including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.

13. **Tab 13: References.** This tab should include the names, addresses and telephone numbers of at least five (5) other local governments with whom the offeror has worked during the last five years that are similar in size and complexity to the County. References should be of clients that have been live on the proposed solution in the current version for a minimum of two years. The following information should be provided for each of the five (5) references:

1. Organization;
2. Location;
3. Services performed;
4. Functionality implemented;
5. Timeline of implementation; and,
6. Cost.

If possible, the County prefers references that were managed by the same project manager recommended for the County. This section of the RFP response should also include an affirmative statement that the offeror grants its consent for the County to contact the offeror's references for purposes of evaluating the offeror for this Contract and acknowledges that any information obtained from the offeror's references will not be disclosed to the offeror.

This tab should also include the name and contact information of one former client that has elected to leave the vendor. The vendor should describe why the client left, and what steps the vendor has taken to correct the issues that resulted in the client's departure.

14. **Tab 14: Site Visits.** This tab should include contact information for three (3) similar-sized local governments that the County may conduct site visits with. These similar-sized local governments should be within six (6) hours travel time by automobile.

15. **Tab 15: Terms and Conditions.** This tab should describe the offeror's terms, conditions, and limitations. It is the County's intention to be made aware of any terms, conditions, and limitations of the offeror prior to entering into contract negotiations.

6.3 Cost Proposal

1. **Tab 1: Cost Summary Form.** This tab should include the completed Cost Worksheet (Attachment B). Vendors should not alter the Cost Summary Worksheet in any way without explicit acceptance by the County.
2. **Tab 2: Agreement with Payment and Retainage.** This tab should provide a brief statement that the vendor agrees to the Payment and Retainage terms identified in Section 4.0 (Payment and Retainage) of this RFP. If the vendor does not agree, this section of the proposal should include a description of what the vendor cannot agree to. This section of the RFP response should be no more than two pages in length.

7.0 Standard Proposal Information

7.1 Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign the Transmittal Letter to lead the offeror's response.

7.2 Preparation Costs

The County will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.3 Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by Scott County). The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The County's determination regarding any questions of conflict of interest is final.

7.4 Pending Litigation

Offerors must disclose any pending litigation they are involved in as a company. Information provided should include the timeline of the litigation history, the subject of the litigation and the current status of the litigation.

7.5 Offeror's Certification

By signature on the proposal, the offeror certifies that it complies with:

1. The laws of the State of Iowa and is licensed to conduct business in the State Iowa;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions and requirements set forth in this RFP;
4. A condition that the proposal submitted was independently arrived at, without collusion; and,
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by Scott County).

If any Offeror fails to comply with the provisions stated in this paragraph, the County reserves the right to reject the proposal, terminate the contract, or consider the Vendor in default.

7.6 Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 days, the County will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

7.7 Amendments/Withdrawal of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the County. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the County may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.8 Alternate Proposals

Offerors may not submit alternate proposals for evaluation.

7.9 Subcontractors

Subcontractors may be used to perform work under this contract. If the offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the County's request:

1. Complete name of the subcontractor;
2. Complete address of the subcontractor;
3. Type of work the subcontractor will be performing;
4. Percentage of work the subcontractor will be providing;
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of Iowa business license;
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract; and,
7. A copy of the offeror/subcontractor contract verifying the offeror has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the County for all services contracted by the offeror under this RFP.

The offeror's failure to provide this information, within the time set, may cause the County to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the County's Purchasing Manager or contract administrator designated by the County.

7.10 Joint-Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

7.11 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based

solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations or site inspections, if required in this RFP.

7.12 Right of Rejection

The County reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The Purchasing Department may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The Purchasing Department may waive informalities that:

- Do not affect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are insignificant, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or,
- Do not constitute a substantial reservation against a requirement or provision.

The County reserves the right to reject any proposal determined to be nonresponsive. The County also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.13 Clarification of Offers

In order to determine if a proposal is reasonable susceptible for award, communications by the Purchasing Department or the proposal evaluation committee are permitted with any offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

7.14 Contract Negotiation

After final evaluation, the Purchasing Department may negotiate with the offerors of the highest-ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If any offeror fails to negotiate in good faith, the County may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held at Scott County office locations at a date and time to be determined.

If contract negotiations are held, the offeror will be responsible for all costs including its travel and per diem expenses.

7.15 Failure to Negotiate

If the selected offeror:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,
4. If the offeror and the County, after a good-faith effort, cannot come to terms; then

The County may terminate negotiations with the offeror initially selected and commence negotiations with the next highest-ranked offeror. At any point in the negotiation process, the County may, at its sole discretion, terminate negotiations with any or all offerors.

7.16 Notice of Intent to Award

After the completion of contract negotiations, the Purchasing Department will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent to Award will send out the names and addresses of all offerors and identify the proposal(s) selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

Successful offerors names in the Notice of Intent to Award are advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the County sign the contract.

Any bidder who is aggrieved in connection with the award of a contract may protest. The protesting bidder shall file a written statement with the Purchasing Department during normal business hours within seven calendar days of the date the Board of Supervisors' approval.



SCOTT COUNTY EMERGENCY MANAGEMENT COMMISSION

Chief Gerald Voelliger, Chair
David Donovan, Emergency Management Coordinator
1100 East 46th Street, Davenport, Iowa 52807
Phone 563-484-3050 scema@msn.com

October 12, 2015

To: Dee Bruemmer
County Administrator

From: David Donovan
EMA Coordinator

Subj: Physician's liability insurance renewal

As you may recall when we presented the annual insurance renewal information to the Board of Supervisors earlier this year, there are two policies that do not renew at the beginning of the fiscal year. The first policy is the surety bond or crime policy. That policy provides coverage for employee theft, embezzlement, misuse of funds, etc. As you know, we renewed that policy in August, with the same company, Traveler's at an annual premium amount of \$7,715.00. Last year's premium for this policy was \$6,089.00. I am including this as information only for the Board's consideration as part of the total insurance costs and coverage.

Now, we have a renewal proposal prepared by Arthur Gallagher (our broker) for the physician's liability policy for the Jail medical operation. The company quoted for this coverage is Columbia Casualty, a renewal of last year's policy. This coverage is delineated as provided by Scott County in our contract with Dr. Posey, the current staff physician for the Jail medical operation, managed by the Health Department. The renewal amount for this policy is \$17,951.74. Last year's premium for this policy was the same amount.

I recommend that the Board approve the renewal proposal from Columbia Casualty Company in the above amount. This expense is budgeted in the current operational budget.



Declarations

PHYSICIANS/SURGEONS PROFESSIONAL LIABILITY POLICY

YOUR PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A "CLAIMS-MADE AND REPORTED" BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE THE RESULTS OF MEDICAL INCIDENTS OCCURRING ON OR AFTER THE PRIOR ACTS DATE STATED ON THE DECLARATIONS AND WHICH ARE FIRST MADE AGAINST YOU WHILE THIS INSURANCE IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST YOU AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES.

AGENCY BRANCH: 970 POLICY NUMBER: NSD 4015737435

ISSUE DATE: 10/1/2015 Renewal

AGENT/PRODUCER No:045583	Insurance is Provided By:
AmWINS Brokerage of New England, LLC 308 Farmington Avenue Farmington, CT 06032	Columbia Casualty Company 333 S. Wabash Ave., Chicago, IL 60604 A Stock Insurance Company, herein referred to as we, us or our.

1. NAMED INSURED and ADDRESS: Christopher M. Posey, Sr., D.O. 5324 54th Avenue Court Bettendorf, IA 52722	
2. INSURED ORGANIZATION: N/A	
3. MEDICAL SPECIALTY: Family General/Emergency Medicine - No Surgery	SPECIALTY CODE: 84102
4. POLICY PERIOD: From: 10/24/2015 To: 10/24/2016 (12:01 a.m. Standard time at the address shown in item 1.)	
5. LIMITS OF LIABILITY: \$ 1,000,000 each claim (damages and claim expenses) \$ 3,000,000 Aggregate (damages and claim expenses)	
6. DEDUCTIBLE:	\$ 5,000 each claim (inclusive of claim expenses)
7. PRIOR ACTS DATE:	10/24/2009
8. TOTAL PREMIUM:	Iowa Premium: \$17,774.00 Fees: _____ Surplus Lines Tax: \$177.74
9. ENDORSEMENTS ATTACHED AT POLICY ISSUANCE: See Attached Schedule of Forms And/Or Endorsements	

This policy is issued, pursuant to Iowa Code section 515.120, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.



Authorized Representative



SCHEDULE OF FORMS AND/OR ENDORSEMENTS

FORMS OR ENDORSEMENTS ATTACHED AT POLICY ISSUANCE INCLUDE:

CNA74300XX (06-14)	Service of Suit
G-22501-A (Ed.06/04)	Professional Liability Policy
GSL13260XX (5-09)	Locum Tenens Extension Of Coverage Endorsement
GSL2804XX (6-08)	Consent To Settle Provision With Full Limitation Endt.
GSL5763XX (6-07)	Surgery Or Other Medical Procedures Exclusion
GSL6418 (7-05)	Practice Limitation/Restricted Coverage Endorsement
HP4001 (5-04)	Amendment to the Definition of Professional Services
HP4002 (5-04)	Minimum Earned Premium
HP4007-14 (6-04)	State Provisions - Iowa
HP4025 (6-04)	Protected Health Information/Privacy Endorsement

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

G147375A (2-09)

Page 1

Insured Name:

Policy No: NSD 4015737435

Endorsement No:

Effective Date:



CONSENT TO SETTLE PROVISION WITH FULL LIMITATION ENDORSEMENT

This endorsement modifies the coverage provided under:

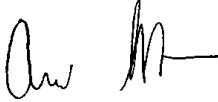
Physicians and Surgeons Limited Professional Liability Policy (G-22501-LTD)
Physicians and Surgeons Professional Liability Policy (G-22501-A)

In consideration of the premium charged, **SECTION I. COVERAGE AGREEMENTS**, paragraph **B.**, Duty to Defend, is amended to delete the third sentence and replace it with the following sentences:

We have the right to negotiate and settle any suit or **claim**, provided however, we will not settle any **claim** without the consent of the **Insured**. If, however, the **Insured** refuses to settle a suit or **claim** recommended by us and acceptable to the claimant, then the applicable limit of liability under this Policy shall be reduced to the amount for which the suit or **claim** could have been settled plus all **claim expenses** incurred up to the time we made our recommendation, which amount shall not exceed the remainder of such applicable limit of liability as specified in the Declarations.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.



By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



Minimum Earned Premium

In consideration of the premium paid for this Policy, it is agreed that this endorsement modifies the coverage provided under:

Professional Liability Policy - Physicians/Surgeons Form G-22501-A
Limited Professional Liability Policy - Physicians/Surgeons Form G-22501-LTD

Section **VI, Special Conditions** paragraph **N. Cancellation** is amended to add the following:

If we cancel, the refund will be pro-rata. If the **Named Insured** cancels, we shall retain a minimum earned premium of 25 % of the total annual premium. The cancellation will be effective even if we have not made or offered a refund.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



Practice Limitation/Restricted Coverage Endorsement

This endorsement modifies insurance provided under:

Physicians and Surgeons Professional Liability Policy (G-22501-A)

Physicians and Surgeons Limited Professional Liability Policy (G-22501-LTD)

Insured's Name: Christopher M. Posey, Sr., D.O.

SCHEDULE OF SERVICES

Professional services rendered for/at Iowa County prisons

In consideration of the premium paid, it is agreed that:

1. The following new exclusion is added to Section **II. EXCLUSIONS** :

With respect to the **Insured** listed above, we will not pay damages or defend any **claim** under this Policy based on or arising out of any **professional services** which are not listed in the **Schedule** above.

2. The definition of "**Professional Services**" in Section **IV. DEFINITIONS** deleted in its entirety and replaced by the following:

1. "**Professional Services**" means only those services listed in the **Schedule** above, for which an **Insured** is licensed, trained and qualified to perform in their profession as a physician or surgeon:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



LOCUM TENENS EXTENSION OF COVERAGE ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that this endorsement modifies the coverage provided under:

Professional Liability Policy - Physicians/Surgeons Form G-22501-A
Limited Professional Liability Policy - Physicians/Surgeons Form G-22501-LTD

1. Section **II. Exclusions**, exclusion **F.** is deleted in its entirety.
2. The **locum tenens** scheduled below has submitted applications and is approved for coverage in accordance with all of the provisions of this Policy.
3. The **locum tenens** and the physician for whom the **locum tenens** substituting will share in the same limit of liability as applicable to the physician.

Locum Tenens:

Ann Kandis, M.D.

(Coverage for **locum tenens** is in replacement of coverage for the Named Insured rather than in addition to such coverage. Coverage for **locum tenens** is not to exceed 60 days within the **Policy period.**)

Substituting for Named Insured:

Christopher M. Posey, Sr., D.O.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



LOCUM TENENS EXTENSION OF COVERAGE ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that this endorsement modifies the coverage provided under:

Professional Liability Policy - Physicians/Surgeons Form G-22501-A
Limited Professional Liability Policy - Physicians/Surgeons Form G-22501-LTD

1. Section **II. Exclusions**, exclusion **F.** is deleted in its entirety.
2. The **locum tenens** scheduled below has submitted applications and is approved for coverage in accordance with all of the provisions of this Policy.
3. The **locum tenens** and the physician for whom the **locum tenens** substituting will share in the same limit of liability as applicable to the physician.

Locum Tenens:

Joanne Miller, M.D.

(Coverage for **locum tenens** is in replacement of coverage for the Named Insured rather than in addition to such coverage. Coverage for **locum tenens** is not to exceed 60 days within the **Policy period.**)

Substituting for Named Insured:

Christopher M. Posey, Sr., D.O.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



SURGERY OR OTHER MEDICAL PROCEDURES EXCLUSION

This endorsement modifies the coverage provided under:

Professional Liability Policy - Physicians/Surgeons Form G-22501-A;
Limited Professional Liability Policy - Physicians/Surgeons Form G-22501-LTD.

Solely with respect to the **Named Insured** shown in the SCHEDULE below, it is understood and agreed that Section **II. EXCLUSIONS** is amended to include the following exclusion:

- We will not pay **damages** or defend any **claim** under this Policy based on or arising out of any:
1. Surgery, other than the incision of boils and superficial abscesses or suturing skin and superficial fascia;
 2. Pregnancy termination procedures;
 3. Prenatal care; or
 4. Obstetrics.

This exclusion does not apply to those services performed while assisting in surgical procedures.

SCHEDULE

Named Insured: Christopher M. Posey, Sr., D.O.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

**PROFESSIONAL LIABILITY POLICY
PHYSICIANS/SURGEONS**

THIS PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A "CLAIMS-MADE AND REPORTED" BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE THE RESULTS OF MEDICAL INCIDENTS OCCURRING ON OR AFTER THE PRIOR ACTS DATE STATED ON THE DECLARATIONS AND WHICH ARE FIRST MADE AGAINST THE INSURED WHILE THIS INSURANCE IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST THE INSURED AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES.

THE LIMITS OF LIABILITY OF THIS POLICY ARE SUBJECT TO REDUCTION, AND MAY BE COMPLETELY EXHAUSTED, BY ANY CLAIM EXPENSES INCURRED IN THE DEFENSE OF ANY CLAIM.

We are the stock insurance company designated on the Declarations. We agree with the **Insured** as follows:

I. COVERAGE AGREEMENTS

A. Insuring Agreement

We will pay those sums in excess of the deductible and within the Limits of Liability that the **Insured** becomes legally obligated to pay as **damages** because of a covered **claim** by reason of a **medical incident** in the rendering or failure to render **professional services** by the **Insured** or by anyone for whom the **Insured** is liable, provided that:

1. such **claim** is both first made against the **Insured** and reported in writing to us during the **policy period**; and
2. the **medical incident** occurs on or after the **prior acts date** shown in the Declarations and prior to the end of the **policy period**; and
3. such **claim** is reported to us, in accordance with Section VI, paragraph C., below, during the **policy period** or any **Extended Reporting Period** we provide under Section V- EXTENDED REPORTING PERIOD; and
4. prior to the inception date of the **policy period**, no **Insured** had knowledge of, or should have known, of any circumstances which might have resulted in a **claim**; and
5. the **medical incident**, or any **related medical incident** has not been the subject of any notice given under any prior policy.

Claim expenses are within and reduce the Limits of Liability.

B. Duty to Defend

We have the right and will defend any **claim** to which this insurance applies, even if any of the charges of such **claim** are groundless, false or fraudulent. We have the right to appoint counsel and to make such investigation and defense of any **claim** as we feel appropriate. We have the right to negotiate and settle any suit or **claim**. Our payment of the Limit of Liability ends our duty to defend or settle. However, we have no duty to defend the **Insured** against any **claim** seeking **damages** to which this insurance does not apply. We have no duty to defend any **claims** not covered by this Policy.

II. EXCLUSIONS

We will not pay **damages** or defend any **claim**, under this Policy based on or arising out of:

- A. any amounts which the **Insured** or any party must pay under any unemployment or workers' compensation, disability benefits or other similar law;
- B. any liability resulting from owning, using, taking care of, loading or unloading, or the entrustment to others of any automobile, mobile equipment, watercraft or aircraft;
- C. any liability the **Insured** assumes under any contract or agreement;
- D. the willful violation of a statute, ordinance or regulation imposing criminal penalties;
- E. any liability the **Insured** has as a proprietor, superintendent, medical director, administrative or executive officer of any:
 - 1. hospital, nursing home or sanitarium;
 - 2. clinic with bed and board facilities;
 - 3. outpatient surgery center, healthcare facility, laboratory, emergency medical service; or
 - 4. business other than the **Named Insured's** medical practice except if such business is a laboratory facility that the **Named Insured** maintains for testing of its own patients or is necessary to the practice of its specialty;
- F. **professional services** by any physician or surgeon who is acting as a **locum tenens**. This exclusion does not apply, however, to any liability the **Named Insured** may have as a result of such **medical incident**;
- G. actual or alleged involvement in any:
 - 1. **anti-trust law** violation; or
 - 2. agreement or conspiracy to restrain trade;
- H. libel or slander which results from:
 - 1. advertising, broadcasting or telecasting by the **Insured** or on the **Insured's** behalf;
 - 2. the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products and services made by or at the **Insured's** discretion with knowledge of the falsity thereof;
- I. any act of sexual intimacy, sexual molestation or sexual assault. This exclusion applies whether the sexual activity is done under the guise of treatment or otherwise and with or without the consent of the individual;
- J. the use, administration or prescription of any drug, pharmaceutical, or medical device disapproved or not yet approved by the United States Food and Drug Administration for treatment of human beings;
- K. **professional services** rendered while:
 - 1. the **Insured's** license to practice medicine or the certification of the individual responsible for providing **professional services** is not in effect; or
 - 2. prescribing or dispensing of controlled substances while the license or registration to prescribe or dispense such controlled substances issued to the **Insured** is not in effect;
- L. the creation, alteration or modification with fraudulent intent of the medical records of any person by the **Insured** or any person for whose acts or omissions the **Insured** is legally responsible;
- M. any guarantee of the results of providing **professional services**;

- N. experimental or investigational procedures or practice protocols; or
- O. administration of general anesthesia, deep sedation, or conscious sedation, unless administered by the **Insured** and:
 - 1. the **Insured** is a licensed anesthesiologist or certified registered nurse anesthetist; and,
 - 2. such services are performed in a hospital or state licensed hospital or related surgical center;
- P. the **Insured's** activity as a member of any accreditation or standards review board or similar body.

III. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limits available to Named Insureds:

The Limits of Liability set forth in paragraphs C and D below shall apply separately to each **Named Insured**. However, each **Named Insured** will share its limits with all other **Insureds**, other than **Named Insureds**, as set forth in paragraph B below.

B. Limits available to all Insureds other than Named Insureds:

With respect to all **Insureds** other than a **Named Insured**:

1. Such **Insureds** will share the "each **claim**" and aggregate limits of a **Named Insured**. As such, such **Insureds** are not provided with separate limits of liability hereunder. Any **damages** or **claim expenses** covered by this policy and paid on behalf of such **Insureds** shall be applied against the limits of liability applicable to a **Named Insured**. If we determine that such **Insured's** liability in connection with a **claim** arises out of the **professional services** performed by more than one **Named Insured**, then **damages** and **claim expenses** paid in connection with such **claim** will be applied equally against the limits available to such multiple **Named Insureds** on whose behalf we pay **damages** or **claim expenses**.
2. In the event a **claim** is made against such **Insureds** in connection with **professional services** of a physician or surgeon who is no longer covered under this Policy or under any policy of which this is a renewal or under any **Extended Reporting Period**, we will allocate such **Insured's** liability equally among all **Named Insureds**.
3. Regardless of the number of **Named Insureds** with whom the **Insureds** share limits, such **Insureds'** total available limit for the **claim** shall not exceed the "each **Claim**" and aggregate limits set forth in the Declarations.

C. Each Claim

The limit of liability stated for "each **claim**" shall not exceed the limit of liability stated in the Declarations as "each **claim**".

D. Aggregate

Subject to provision C. above, the total limit of our liability for all **claims** shall not exceed the limit of liability stated in the Declarations as "aggregate".

The "each claim" and aggregate limit of liability apply to each annual **policy period**.

E. Deductible obligation of Named Insured

1. Our obligation to pay **damages** as a result of a **claim** and to pay related **claim expenses** is in excess of the applicable amount of the deductible. A separate deductible applies to each **Named**

Insured and to each **claim**. Such **Named Insured** shall pay all **damages** and **claim expenses** up to the amount of their respective deductibles. .

2. The deductible amount shall be payable by the **Named Insured** as **claim expenses** are incurred or a payment for **claim** is made.

F. Deductible applicable to all Insureds other than Named Insureds

With respect to all **Insureds** other than a **Named Insured**:

1. Such **Insureds** will share the "each **claim**" deductible of a **Named Insured**. As such, such **Insureds** are not subject to separate deductibles. Any **damages** or **claim expenses** covered by this policy and paid on behalf of such **Insureds** shall be applied against the deductible applicable to a **Named Insured**. If we determine that such **Insured's** liability in connection with a **claim** arises out of the **professional services** performed by more than one **Named Insured**, then **damages** and **claim expenses** paid in connection with such **claim** will be applied equally to the deductibles obligations of such multiple **Named Insureds** on whose behalf we pay **damages** or **claim expenses**.
2. Regardless of the number of **Named Insureds** with whom the **Insureds** share deductibles, the total deductible applicable to such **Insureds** for the **claim** shall not exceed the "each **Claim**" deductible set forth in the Declarations.

G. A **claim** shall be deemed made on the earliest date when notice of such **claim** is received and recorded by an **Insured** or by us, whichever comes first.

H. If **related claims**, including **related claims** made against multiple **Named Insureds**, otherwise covered under this Policy, are reported to us during the **policy period** or any renewal policy period all such **related claims** whenever reported to us, shall be considered a single **claim** first reported to us within the policy period in which the earliest of the **related claims** was reported to us, provided however if such **related claims** are made against multiple **Named Insureds**, the separate limits available to each **Named Insured** shall apply.

IV. DEFINITIONS

"**Anti-trust law**" means those laws listed in Title 15, Section 12, of the United States Code; the Federal Trade Commission Act; or any similar state law.

"**Circumstance**" means any **medical incident** from which the **Insured** expects a demand for money or services, naming an **Insured**, could be made.

"**Claim**" means the receipt of a demand for money or services, naming an **Insured** and alleging a **medical incident**. **Claim** also means a **circumstance**.

"**Claim Expenses**" means:

- A. fees charged by an attorney we designate; and
- B. all other fees, costs and expenses which result from the investigation, adjustment, defense and appeal of a **claim**.

These expenses must be incurred by us or by the **Named Insured** with our prior written consent.

"**Claim Expenses**" do not include:

- A. salary charges of our regular employees or Company officials; or
- B. fees and expenses of independent adjusters.

"**Damages**" mean all sums that the **Insured** becomes legally obligated to pay. **Damages** do not include:

- A. Sanctions, fines, government payments or penalties;
- B. Payment for **professional services**, including the waiver, return, withdrawal or reduction of fees paid to the **Insured** or payment by the **Insured** of fees for **professional services** provided by others; or
- C. Punitive, treble or exemplary **damages**, unless such coverage is required by state law.

“**Employee**” means a person whose work is engaged and directed by the **Insured Organization**.

“**Extended Reporting Period**” means the time after the **policy period** for reporting **claims** due to a **medical incident**. The **medical incident** must happen on or after the prior acts date and before the end of the **policy period**.

“**Insured**” means the **Named Insured** and any **Locum Tenens** for whom an application has been submitted and approved by us and that is listed as an Approved **Locum Tenens** in an endorsement to this Policy.

The following entities and individuals shall also be deemed to be **Insureds** under this policy but solely as set forth below:

1. An **Insured Organization** but solely for its vicarious liability for the acts or omissions of:
 - a. a **Named Insured**
 - b. any physician or surgeon who was formerly a **Named Insured** under this Policy or any Policy of which this a renewal; or
 - c. an **Insured** under paragraphs 2 and 3 below.
2. Any individual other than a licensed physician or surgeon who, during the **Policy Period**, was, is or becomes the **employee** of the **Insured Organization** but solely for services performed by such person within the course and scope of their employment by the **Insured Organization**, and provided that the services in dispute are **professional services**.
3. Any authorized volunteer worker or student, other than a physician, surgeon, physician’s assistant, nurse practitioner, nurse midwife, certified registered nurse anesthetist, chiropractor or podiatrist, or other medical practitioner, shall be considered an **Insured**, but only for services performed by such person within the course and scope of their duties for the **Named Insured** and provided that the services in dispute are **professional services**.

“**Insured Organization**” means any sole proprietorship, partnership, professional corporation, professional association, limited liability company or other entity designated as such in the Declarations.

“**Locum Tenens**” means a physician or surgeon who is temporarily serving as a relief or substitute physician or surgeon for a **Named Insured**.

“**Medical Incident**” means any act, error or omission that occurs in the rendering or failure to render **professional services** by an **Insured**.

“**Named Insured**” means any physician or surgeon listed on the Declarations. Any physician or surgeon not listed on the Declarations is not insured under this Policy.

“**Policy period**” means the date and time shown in Item 3 of the Declarations or any earlier termination.

“**Prior acts date**” means the date stated in the Declarations as the prior acts date. This Policy excludes from coverage all **claims** by reason of **medical incidents** that happened before the **prior acts date**.

“**Professional services**” mean those services for which a physician or surgeon is licensed trained and qualified to perform in their profession as a physician or surgeon.

“**Related claims**” mean all **claims** arising out of a **medical incident** or arising out of **related medical incidents** in the rendering of **professional services**.

“**Related medical incident**” means any **medical incidents** related by common fact, circumstance, situation; transaction, event, advice, decision or course of treatment will be considered one **medical incident**. It is understood that all **medical incidents** arising out of the pre-natal care, delivery and post natal care of a woman and her unborn or born child or children are **related medical incidents**.

V. EXTENDED REPORTING PERIOD

We will provide an **extended reporting period** described below, if coverage under this policy is terminated for any reason other than as set forth below.

To use this right, a **Named Insured** must:

- A. write to us within thirty (30) days of the termination of the Policy, or their coverage under the policy, telling us they want the extension, and
- B. pay the premium to us promptly when due.

If any **Named Insured** makes a written request for an **extended reporting period** and pays the additional premium within thirty (30) days after the expiration of the policy period, we will issue an endorsement to such **Named Insured** providing an **extended reporting period** of thirty-six (36) months from the end of the policy period.

The **extended reporting period** endorsement will not take effect unless the additional premium is paid when due. We will determine the additional premium in accordance with our rules and rates in force on the effective date of the **extended reporting period**.

If that premium is paid when due, the **extended reporting period** endorsement may not be canceled. The coverage provided by such endorsement will be excess over any other valid and collectible insurance whether primary, excess, contingent or on any other basis, with a policy period beginning or continuing after the endorsement takes effect. The premium for the **extended reporting period** will be fully earned when paid.

The **Named Insured's** limits of liability remaining under this policy at the time of termination will be the limits of liability applying to the **extended reporting period**. Such remaining limits will be shared with all **Insureds** (other than with other **Named Insureds**) as set forth in Section III. Limits of Liability, paragraph B.

No **extended reporting period** changes the coverage or extends any **policy period**. No **extended reporting period** applies to **claims** that are covered under any subsequent insurance which replaces in whole or in part the coverage provided by this policy, or that would be covered but for the exhaustion of the amount of insurance applicable to such **claims**.

There is no right to purchase the **extended reporting period** if we cancel or refuse to renew this Policy due to:

- A. non-payment of premiums or deductible amounts; or
- B. non-compliance with any of the terms and conditions of this Policy by any **Named Insured** seeking to exercise such right; or
- C. if at the time this right could be exercised by any **Named Insured**, such **Named Insured's** right to practice medicine is revoked, suspended or surrendered at the request of any regulatory authority.

VI. SPECIAL CONDITIONS

A. Territory

This policy applies to **medical incidents** occurring within the state listed in item 1 of the Declarations page except that no such territorial limitation shall apply if the **medical incident** occurs during an emergency situation in which a **Named Insured** was called upon to provide medical assistance. Notwithstanding anything to the contrary, **claim** must be made and suit brought against the **Insured** in the United States of America, its territories or possessions, or Canada.

B. Duties of the First Named Insured on the Declarations

The first **Named Insured**, on behalf of all others, will be:

1. authorized to make changes in the terms of this policy with our consent;
2. the payee of any premiums we refund;
3. responsible for:
 - a. the payment of all premiums due;
 - b. keeping records of the information we need for premium computation, and sending us copies at such times as we may request;
 - c. the payment of all deductible amounts when due; and
 - d. notifying us that the **Named Insured** wants to cancel this policy.

C. Notice of a Claim that is a Written Demand

The **Named Insured** must give us written notice of a **claim** that is a written demand immediately and within the **policy period**. Such notice must specify the names and addresses of the injured people and any witnesses and must provide information on the time, place and nature of the event;

D. Notice of a Claim that is a Circumstance

The **Named Insured** must give written notice to us of a **claim** that is a **circumstance** immediately and within the **policy period**. Such notice must be made by fully completing a Circumstances Reporting Form, a copy of which is attached to this policy. The Circumstances Reporting Form may be sent to us via mail or fax at the number of address set forth therein.

E. Other Duties in the Event of a Claim

1. The **Named Insured** must immediately forward to us all documents which any **Insured** receives in connection with the **claim**;
2. The **Insureds** must fully cooperate with us or our designee in the making of settlements, the conduct of suits or other proceedings, enforcing any right of contribution or indemnity against another who may be liable to the **Named Insured** because of a **medical incident**. The **Insureds** shall attend hearings and trials; assist in securing and giving evidence and obtaining the attendance of witnesses;
3. The **Insureds** must refuse, except at the **Insured's** own cost, to voluntarily make any payment, assume any obligation or incur any expense other than reasonable medical expenses incurred at the time of an accident.

F. Inspections and Surveys

We have the right but are not obligated to:

1. make inspections and surveys at any time;
2. give the **Named Insured** reports on the conditions we find;

3. recommend changes;
4. conduct loss control and prevention activity.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not:

1. make safety inspections;
2. undertake to perform the duty of any person or entity to provide for the health or safety of workers or the public; nor
3. warrant that conditions and procedures:
 - a. are safe or healthful; or
 - b. comply with laws, regulations, codes or standards.
4. accept incident reports that have been made for risk management purposes.

This provision applies not only to us, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, recommendations or gives loss control or prevention advice.

G. Examination of the Named Insured's Books and Records

We may examine and audit the **Named Insured's** books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

H. Premium

Premiums for this policy are payable to us in advance. They may be paid to us or our authorized representative. The premium is due on the inception date of the policy.

The first **Named Insured** must keep accurate records of the information we will need to compute the premium. The first **Named Insured** agree to send us these records at the end of each policy period, or any other time we request them.

I. Other Insurance

If other valid and collectible insurance is available to the **Insured** for a **claim** we cover under this policy, our obligations are limited as follows:

1. This insurance is excess over any other insurance, whether such insurance is stated to be primary, excess, contingent or on any other basis.
2. We will have no duty to defend any **claim** that any other insurer has a duty to defend. If no other insurer defends, we will do so, subject to all **policy periods** and conditions but we will be entitled to the **Insured's** rights against those other insurers.
3. We will pay only our share of the amount of loss, if any, that exceeds the sum of:
 - a. the total amount that all such other insurance would pay in the absence of this insurance; and
 - b. the total of all deductible and self-insured amounts under all such other insurance, or other available program.

J Transfer Of Rights of Recovery

If any **Insured** for whom we make payment under this policy has rights to recover amounts from another, those rights are transferred to us to the extent of our payment. That person or entity must do everything necessary to secure our rights and must do nothing to impair them.

K. Legal Action Limitation

The **Insured** may not bring any legal action against us concerning this policy until:

1. the **Insured** have fully complied with all the provisions of this policy; and
2. the amount of the **Insured's** obligation to pay has been decided. Such amount can be set by judgment against the **Insured** after actual trial or by written agreement between the **Insured**, us and the claimant.

Any person or entity, or their legal representative, is entitled to recover under this policy after they have secured a judgment or written agreement. Recovery is limited to the extent of the insurance afforded by this policy. No person or entity has any right under this policy to include us in any action against the **Insured** to determine the **Insured's** liability, nor will we be brought into such an action by the **Insured's** representative. If the **Insured's** estate becomes bankrupt or insolvent, it does not change any of our obligations under this policy.

L. Changes

Notice to any of our agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this policy. It also will not prevent us from asserting any rights under the provisions of this policy. None of the provisions of this policy will be waived, changed or modified except by written endorsement issued to form a part of this policy.

M. Transfer of Interest

The **Insured** must first obtain our written consent to transfer or assign this policy. If the **Insured** dies, the policy will continue for the remaining part of the policy period; first, for the benefit of the **Insured's** legal representative while acting within their duties as such, and second, for the benefit of anyone having proper temporary custody of the **Insured's** property until a legal representative is appointed.

N. Cancellation

This policy can be canceled by either the first **Named Insured** or us.

1. The first **Named Insured** can cancel this policy at any time. To do so, the first **Named Insured** must:

- a. return the policy to us or any of our authorized representatives; or
- b. mail a written notice to us, telling when the cancellation is to be effective.

We must receive the policy or written notice before the cancellation date.

2. We can cancel this policy by giving written notice to the first **Named Insured** at its last known address at least:
 - a. 10 days, if we cancel for non-payment of premium; or
 - b. 30 days, if we cancel for any other reason;before the effective date of cancellation.
3. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
4. If we cancel, the refund will be prorata. If the **Named Insured** cancels, the refund may be less than prorata. The cancellation will be effective even if we have not made or offered a refund.
5. If notice is mailed, proof of mailing will be sufficient proof of notice.

O. Non-renewal

We can non-renew this policy by giving written notice for the first **Named Insured**, at the **Named Insured's** last known address, at least 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

P. Concealment, Misrepresentation, Fraud

This policy is void in any case of fraud by the **Insured** relating to it. It is also void if the **Insured** intentionally conceal or misrepresent a material fact or circumstance concerning:

1. this policy;
2. any covered property; or
3. the **Insured's** interest in the covered property or this insurance.

Q. Application

By acceptance of this Policy the **Named Insureds** agree that:

1. all of the information and statements set forth by the **Named Insured** in the application for this policy are true, accurate and complete and shall be deemed to constitute material representations made by all of the **Named Insured**;
2. this Policy is issued in reliance upon the **Named Insured's** representations;
3. this Policy, endorsements thereto, together with the completed and signed application (which is deemed to be incorporated herein) embody all of the agreements existing between the **Named Insured** and us and shall constitute the entire contract between the **Named Insured** and us; and
4. the misrepresentation of any material matter by the **Named Insured** will render this Policy null and void and relieve us from all liability herein.

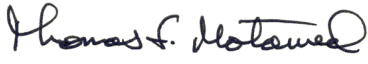
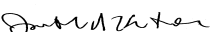
R. ECONOMIC AND TRADE SANCTIONS

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception solely with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes.

IN WITNESS WHEREOF, we have caused this Policy to be executed by our Chairman and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the Declarations and signed by our duly authorized representative.

Chairman

Secretary

 _____	 _____
--	--



Amendment to Definition of Professional Services

In consideration of the premium paid for this Policy, it is agreed that this endorsement modifies the coverage provided under:

Professional Liability Policy -Physicians/Surgeons Form G-22501-A
Limited Professional Liability Policy- Physicians/Surgeons Form G-22501-LTD

It is agreed that:

1. Section **IV, DEFINITIONS**, the Definition of **Professional Services** is amended to include the following new paragraph:

Professional services include a **Named Insured's** activities as a member of a formal accreditation, standards review or other professional board or other committee of a professional society, or legally constituted peer review committee.

2. Section **II, EXCLUSIONS**, is amended to delete Exclusion **P**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



SERVICE OF SUIT ENDORSEMENT

Wherever used in this endorsement Named Insured means the first person or entity named on the declarations page.

In consideration of the premium paid for this Policy, it is agreed that the following provision is added to the Policy:

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below-named as the person to whom the said officer is authorized to mail such process or true copy thereof.

Service of process in such suit shall be made upon:

General Counsel
Columbia Casualty Company
333 S. Wabash Ave.
Chicago, IL 60604

and in any suit instituted against such person upon this policy, the Insurer will abide by the final decision of such court or of any appellate court in the event of an appeal.

The General Counsel is authorized and directed to accept service of process on behalf of the Insurer in any such suit and, upon the request of the Named Insured, to give a written undertaking to the Named Insured that he will enter a general appearance upon the Insurer's behalf in the event such suit shall be instituted.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Protected Health Information/Privacy Endorsement

This endorsement modifies the coverage provided under:

Professional Liability Policy -Physicians/Surgeons Form G-22501-A
Limited Professional Liability Policy- Physicians/Surgeons Form G-22501-LTD

by the addition of the following:

1. As used in this Endorsement, the following terms are defined as follows:

Individual means the person who is the subject of **Protected Health Information**.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and

- a. is created or received by any person insured under this policy;
- b. relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and
 - i. that identifies the individual; or
 - ii. with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Privacy Rule means those requirements set forth in 45 CFR 160 and 164 pertaining to the protection of **Protected Health Information**.

Protected Health Information means Individually Identifiable Health Information you give us:

- a. transmitted by electronic media;
- b. maintained in any medium described in the definition of electronic media at 45 CFR 162.103; or
- c. transmitted or maintained in any other form or medium.

Required by Law shall have the meaning set out in 45 CFR 164.501 and shall include a mandate contained in law that compels us to make a use or disclosure of **protected health information** and that is enforceable in a court of law including a civil or an authorized investigative demand.

2. Subject to paragraph 3 below, it is agreed that we may use or disclose **Protected Health Information**:

- a. as Required By Law;
- b. in performing our obligations under this Policy, including but not limited to the proper defense, investigation and settlement of **claims**;
- c. to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

3. In order to fulfill our obligations to the **Named Insured** with respect to **Protected Health Information**, we will:

- a. use appropriate safeguards to maintain the security of and prevent use or disclosure of the **Protected Health Information** other than as provided for by this Endorsement;
- b. promptly report to the **Named Insured** any use or disclosure of the **Protected Health Information** in violation of the requirements of this Endorsement of which we become aware;
- c. mitigate, to the extent practicable, any harmful effect that is known to us of a use or disclosure of **Protected Health Information** by us in violation of the requirements of this Endorsement.
- d. obtain reasonable assurances from persons or entities to whom **Protected Health Information** is disclosed that it will remain confidential and used or further disclosed only as **Required By Law** or for the purpose for which it was disclosed to the person or entity, and that the person or entity will notify us of any instances of which it is aware in which the confidentiality of the information has been breached;
- e. make available to the Secretary of the United States Department of Health and Human Services, or its designee, internal practices, books, and records, including policies and procedures and **Protected Health**



Information, relating to the use and disclosure of **Protected Health Information**, for purposes of said Secretary determining the **Named Insured's** compliance with the **Privacy Rule**, subject to all applicable legal privileges;

- f. make available to the **Named Insured**, at our offices during normal business hours, our internal practices, books, and records, including policies and procedures and **Protected Health Information**, relating to the use and disclosure of **Protected Health Information** for purposes of the **Named Insured** determining its compliance with the **Privacy Rule**, provided the **Named Insured** provides at least 7 days prior written request for such review.
- g. within 45 days after request by the **Named Insured**, we will provide to the **Named Insured** documentation of any disclosures of **Protected Health Information** by us, and information related to such disclosures, as are required for the **Named Insured** to respond to a request by an **Individual** for an accounting of disclosures of **Protected Health Information** in accordance with 45 CFR § 164.528.

4. **Named Insured** agrees that it shall notify us of:

- a. any limitations in its notice of privacy practices of **Named Insured** in accordance with 45 CFR § 164.520, to the extent that such limitation may affect our use or disclosure of **Protected Health Information**.
- b. any changes in, or revocation of, permission by **Individual** to use or disclose **Protected Health Information**, to the extent that such changes may affect our use or disclosure of **Protected Health Information**.
- c. any restriction to the use or disclosure of **Protected Health Information** that **Named Insured** has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect our use or disclosure of **Protected Health Information**.

5. **Named Insured** shall not request us to use or disclose **Protected Health Information** in any manner that would not be permissible under the **Privacy Rule** if done by **Named Insured**.

6. Except as provided in paragraph (2) of this section, upon termination of all of our obligations under this Policy, we shall return or destroy all **Protected Health Information** received from **Named Insured**, or created or received by us on behalf of **Named Insured**. This provision shall apply to **Protected Health Information** that is in the possession of our subcontractors or agents. We shall retain no copies of the **Protected Health Information**.

7. In the event that we determine that returning or destroying the **Protected Health Information** is infeasible, we shall provide to **Named Insured** notification of the conditions that make return or destruction infeasible. Upon such notification, we shall extend the protections of this Endorsement to such **Protected Health Information** and limit further uses and disclosures of such **Protected Health Information** to those purposes that make the return or destruction infeasible.

All other terms of the policy remain the same.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



STATE PROVISIONS-IOWA

In consideration of the premium charged, it is agreed that Section VI, paragraphs L and M are deleted in their entirety and replaced as follows:

NON-RENEWAL/CANCELLATION

A. Cancellation by the first **Named Insured**

The first **Named Insured** has the right to cancel this Policy at any time by giving notice to us stating when thereafter the cancellation shall be effective. If this Policy is so canceled, earned premium shall be computed pro rata.

B. Cancellation by Us

1. We have the right to cancel this Policy at any time and for any reason within the first sixty (60) days. If we cancel for loss of reinsurance, we must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If we cancel for any other reason, we must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

2. After this Policy has been in effect for sixty-one (61) days or more, it may be canceled only for one of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation;
- (c) **Insured's** acts or omissions that substantially change or increase the risk;
- (d) Commissioner's determination that the continuation of the Policy would jeopardize the insurer's solvency or place insurer in violation of any state insurance laws.
- (e) **Insured** acts in a manner which he knew or should have known was a breach of a coverage condition;
- (f) Loss of reinsurance if Commissioner determines such cancellation is justified.

If we cancel for loss of reinsurance, we must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If we cancel for any other reason, we must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

3. All notices must be mailed to the first **Named Insured** and shall state the reason for cancellation.

C. Non-Renewal by us

We have the right to non-renew this Policy effective on any Policy anniversary date. All notices of non-renewal must be mailed to the first **Named Insured** at the last mailing address known to us, at least forty-five (45) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

Notice of non-renewal includes a decision by us not to renew this Policy, an increase in the premium of 25% or more, or a material reduction in the limits or coverage of this Policy.

If we fail to meet the forty-five (45) day requirement, the first **Named Insured** has the option to continue coverage for the remainder of the notice period, plus an additional thirty (30) days, at the premium rate of the existing coverage.

All other provisions of the Policy remain unchanged.



This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



CIRCUMSTANCES REPORTING FORM

Is this a (please check one): Precautionary Incident Report Notice of Intent Lawsuit

Please attach copies of the Notice of Intent, lawsuit papers or legal proceedings as well as any other pertinent documents or correspondence (if applicable).

INSURED INFORMATION

Physician's Name:		Policy Number:	
Group Name (if applicable):			
Practice Office Address:	Practice Mailing Address (if different from practice address):		
_____	_____		
_____	_____		
_____	_____		
Office Phone Number:		Office Fax Number:	

CLAIM / CIRCUMSTANCE INFORMATION

Name of patient:	Date and Time of Incident:	Patient Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Type of location where treatment was rendered (e.g., your office, Hosp, ASC, NH, ACLF, etc.):		
Has a claim been made against you?		
Has a request for records been made?		
Provide a brief description of allegation against you (even if an allegation has not been made against you and you are reporting this as a precautionary incident report only) as well as a brief narrative description of care and treatment rendered. Please do not offer your opinion. Attach additional page if necessary.		

PERSON OR ENTITY MAKING THE CLAIM AGAINST YOU (if different than the patient)

Name of person or entity making the claim (if different from patient):	Street Address (if known):	Phone Number (if known):
	_____	_____
	_____	Fax Number (if known):
	_____	_____

PLEASE FAX OR E-MAIL FORM TO:

Fax Number:

1-800-446-8632

E-mail:

HPReports@cna.com

Claims Customer Service:

1-800-863-0341 ext. 2605

Completed by : _____ Title : _____ Signed : _____

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 22, 2015

APPROVAL OF THE PHYSICIANS
LIABILITY INSURANCE RENEWAL

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

Section 1. That the Physicians Liability Insurance renewal from Columbia Casualty in the amount of \$17,951.74 be approved.

Section 2. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Fax: (563) 328-3285
www.scottcountyia.com



Item 13
10-20-15

October 13, 2015

TO: Dee F. Bruemmer, County Administrator

FROM: David Farmer, Budget Manager

SUBJ: Approving FY15 Fund Transfers

It is required that the Board approves fund transfers prior to year end. However, the calculation of all transfer amounts (for interest earnings, capital purchases, etc) would not be possible until after year end amounts have been booked, which is subsequent to year end (under accrual accounting). In June 2015, the Board approved the transfer intent resolution and the following table represents the final calculations of the requested transfers

At this time, it is recommended that the Board approve the following fund transfers at their Board meeting to be held on October 22, 2015.

<u>From Fund</u>	<u>To Fund</u>	<u>Amount</u>	<u>Reason</u>
General Fund	Vehicle	None	Annual Reserve Amount
General Fund	Secondary Roads	\$753,000	Property Tax Funding
General Fund	Electronic Equip	\$850,000	Property Tax Funding
General Fund	Capital	\$1,697,738	Property Tax Funding
General Fund	Capital	\$537,030	Conservation CIP projects
General Fund	Capital	\$3,610,000	Prior Year General Fund Assigned Balance
General Fund	Cons CIP	None	Unused Conservation CIP appropriations
General Fund	Cons Equipment	None	Unused Conservation Equip appropriations
General Fund	General Supplemental	\$5,125,102	Property tax funding
General Fund	Golf Course Enterprise	\$223,361	Conservation Fee Transfer
General Fund	Insurance Fund	\$150,000	Prior Year General Fund Assigned Balance
Rural Services	Secondary Roads	\$2,261,000	Property tax funding
Vehicle Fund	Capital	None	Vehicle purchases
Electronic Equip	Capital	\$850,000	Electronic equipment purchases
Capital	Cons CIP	\$28,451	Unused Conservation CIP funds
Cons Equip	General	\$58,667	Use of Conservation Equip funds
Recorder Mgmt Fees	General	\$20,000	To fund Recorder Record Mgmt authorized expenditures

*TBD = To Be Determined

It is recommended the Board approve these fund transfers at their next meeting.

Cc: Craig Hufford, Treasurer's office
Wes Rostenbach, Auditor's office.

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 22, 2015

APPROVAL OF FY15 YEAR-END FUND TRANSFERS

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

Section 1. FY15 year-end fund transfers as presented by the County Administrator are hereby approved.

Section 2. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Fax: (563) 328-3285
www.scottcountyia.com



DATE: October 20, 2015

TO: Board of Supervisors

FROM: Dee F. Bruemmer, County Administrator

RE: Approval authorizing the execution of a memorandum of Agreement with Christian Retirement Homes, Inc. (Ridgecrest) and fixing a date for hearing on the proposed issuance of revenue bonds or notes.

Dorsey & Whitney LLP, the County's bond counsel is facilitating the refinancing of Ridgecrest Retirement's 2004 revenue bonds. Ridgecrest has \$3,000,000 remaining to be financed and is seeking a lower interest rate. Cris Kuhn, attorney at Dorsey, at our last Committee of the Whole, discussed this request with you. This conduit debt has no impact on the County's bonding capacity nor does it count against our bank qualified borrowing for the year.

Ridgecrest pays for all reimbursable expenses of the County and our bond counsel. This action approves the memorandum of agreement and sets the public hearing date for November 19, 2015. This is the only action that the Board will take regarding this financing.

CRISTINA KUHN
(515) 699-3273
Kuhn.cristina@dorsey.com

October 2, 2015

Scott County Board of Supervisors
Scott County Administrative Center
600 West Fourth Street
Davenport, IA 52801-1003

Re: Ridgecrest Village Refunding

Dear Members of the Board of Supervisors:

This letter is related to the request by Christian Retirement Homes, Inc. d/b/a Ridgecrest Village (the "Borrower") that the Board of Supervisors of Scott County, Iowa (the "County") undertake the issuance of tax exempt bonds or notes (the "Bonds") for the purpose of refunding (the "Refunding") a previous issue by the County of its \$11,575,000 Revenue Refunding Bonds (Ridgecrest Village), Series 2004 (the "Prior Bonds"). The total cost of the Refunding is estimated to not exceed \$5,000,000. The Borrower is also contemplating refunding the County's previous issue of its \$13,820,000 Revenue Refunding Bonds (Ridgecrest Village), Series 2006, but that refunding request would be made to the Board of Supervisors in calendar year 2016. The purpose of this letter is to outline the authority and the procedures relating to the issuance of such Bonds by the Board of Supervisors.

The Board of Supervisors is authorized by Chapter 419 of the Code of Iowa to issue the Bonds and loan the proceeds thereof to the Borrower to refinance the Prior Bonds. Bonds issued under Chapter 419 of the Code of Iowa by cities and counties in the State of Iowa are common methods of obtaining federally tax-exempt financing for projects and refinancing of outstanding debt. Because the interest on such Bonds is exempt from federal income taxes, the Borrower will be able to borrow the money at lower interest rates than would be available with a conventional taxable loan. The County is authorized to issue such Bonds for facilities located within the County limits and anywhere within 8 miles of the boundaries of the County.

Bonds issued by the County pursuant to Chapter 419 are commonly referred to as "conduit" bonds because the County acts as a conduit between the purchasers of the Bonds and the Borrower. The Bonds are issued by the County and sold to purchasers of the Bonds, such as a bank. The proceeds of the sale of the Bonds are then loaned to the Borrower pursuant to a Loan Agreement in which the Borrower agrees to repay the Bonds. Once the County issues the Bonds, the County steps out of the picture and the payments made by the Borrower under the Loan Agreement are made directly to the purchasers. The County would have no accounting or processing responsibilities with respect to payments by the Borrower under the Loan Agreement or to the purchasers of the Bonds.

The Bonds do NOT count against the County's constitutional debt limit. As provided in Section 419.3 of the Iowa Code, the Bonds would be limited obligations of the County and would never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and would not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers. The Bonds would be payable solely and only out of payments made by the Borrower under the Loan Agreement and the County would not be called upon to pay the Bonds from any County funds. These limitations will be plainly stated on the face of the Bonds.

The County is authorized by Section 265 of the Internal Revenue Code (the "Code") to issue up to \$10,000,000 of "bank qualified" obligations in each calendar year (the "\$10,000,000 BQ Limit"). The County is planning to issue tax exempt solid waste disposal bonds in an amount not to exceed \$9,000,000 as bank qualified obligations. The Bonds requested by the Borrower will not count against the County's \$10,000,000 BQ Limit for calendar year 2015 because they will be structured to meet an exception to the general \$10,000,000 BQ Limit rule.

The ability of the Borrower to receive "bank qualified" status for the Bonds will result in substantial interest costs savings to the Borrower.

Our law firm will prepare all proceedings related to the transaction, including initially a Resolution approving a Memorandum of Agreement with the Borrower and setting a public hearing date on the proposal to issue the Bonds. The Memorandum of Agreement will set forth certain understandings between the County and the Borrower with respect to the Bonds, including the obligation of the Borrower to reimburse the County for any of its costs related to the issuance of the Bonds (ie for publications, mailings, etc) and to pay any issuer fee charged by the County. The notice of hearing must be published at least fifteen days prior to the hearing date. We will coordinate publication of the notice as necessary.

After the hearing is held, the County will have the authority to issue the Bonds, and we will provide an Authorizing Resolution for adoption by the Board of Supervisors, along with all the necessary Bond documents. Once the Authorizing Resolution is adopted, a closing date will be scheduled for the Bonds. Prior to the closing date, we will make arrangements for the Chairperson and County Auditor to sign the loan agreement, the Bonds and the related Bond documents. The closing would occur in 2015.

The following is a summary of the key points addressed in this letter:

1. Under Iowa law, conduit bonds are NOT a debt of the County.
2. Under Iowa law, the County has NO liability or responsibility to repay the conduit bonds; the Borrower is solely responsible to pay the purchasers under the Bond documents.
3. No County funds or tax dollars are being given to the Borrower.
4. The County is not responsible for any ongoing monitoring or collection of payments; the Borrower repays the purchasers directly.
5. The Borrower is making this request to obtain a lower interest rate on the loan to refinance the Prior Bonds.

Page 3

6. The Borrower is responsible for paying the County for any direct costs incurred by the County, such as costs for copying, postage or publication of notices, related to the issuance of the conduit bonds. Some issuers charge an issuer fee in addition to reimbursement for costs.

I hope this information will be useful as the County considers assisting the Borrower in obtaining tax exempt financing for the Refunding. Please contact me or Dave Claypool if you have any questions or if there is any further information we can supply at this time. I am available to meet with the Board to discuss either in person or by telephone.

Sincerely,



Cristina Kuhn

cc: Dee Bruemmer, County Administrator

Memorandum of Agreement and
Setting Date for Hearing

Davenport, Iowa

October 22, 2015

The Board of Supervisors of Scott County, Iowa, met in regular session on the above date at 5:00 o'clock, p.m., at the Scott County Administrative Center, 600 West 4th Street, Davenport, Iowa. The meeting was called to order and there were present the Chairperson and the following named Board Members:

Present: _____

Absent: _____

••• Other Business•••

Matters were discussed relative to a financing for Christian Retirement Homes, Inc. d/b/a Ridgecrest Village, pursuant to Chapter 419 of the Iowa Code. Whereupon, Board Member _____ introduced the following resolution and moved its adoption, seconded by Board Member _____; and after due consideration thereof by the Board, the Chairperson put the question upon the motion and the roll being called, the following named members of the Board voted:

Ayes: _____

Nays: _____

Whereupon, the Chairperson declared the said motion duly carried and the resolution adopted as follows:

RESOLUTION _____

A Resolution authorizing the execution of a Memorandum of Agreement with Christian Retirement Homes, Inc. d/b/a Ridgecrest Village and fixing a date for a hearing on the proposed issuance of revenue bonds or notes (Ridgecrest Village Project).

WHEREAS, the County of Scott, State of Iowa (the “Issuer”), is a County authorized and empowered by the provisions of Chapter 419 of the Code of Iowa, as amended (the “Act”), to issue revenue bonds or notes for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment, or any interest therein, suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) which is exempt from federal income tax under Section 501(a) of the Code (a “Tax Exempt Organization”) and to refund any bonds or notes issued pursuant to the Act; and

WHEREAS, the Issuer has been requested by Christian Retirement Homes, Inc. d/b/a Ridgecrest Village (the “Borrower”), a Tax Exempt Organization, to issue its Revenue Refunding Bonds (Ridgecrest Village Project), in one or more series, in an aggregate principal amount not to exceed \$3,000,000 (the “Bonds”) pursuant to the Act and loan the proceeds thereof to the Borrower for the purpose of: (i) refunding the Issuer’s outstanding Revenue Refunding Bonds (Ridgecrest Village), Series 2004, originally issued in the principal amount of \$11,575,000 (the “Prior Bonds”), the proceeds of which were used to (a) refund the City of Davenport, Iowa’s previous issue of \$15,430,000 Revenue Bonds, Series 1993-A (Ridgecrest Village) (the “Series 1993-A Bonds”), (b) finance improvements, equipment and other capital items for the Borrower’s facilities located at 4130 Northwest Boulevard, Davenport, Iowa (the “Facility”), (c) fund a debt service reserve fund for the Prior Bonds, and (d) pay costs of issuance and certain other costs associated with the issuance of the Prior Bonds; (ii) funding a debt service reserve fund for the Bonds; and (iii) paying costs of issuance and certain other costs associated with the issuance of the Bonds; and

WHEREAS, it is proposed to finance the foregoing through the issuance of the Bonds and to loan the proceeds from the sale of the Bonds to the Borrower under a Loan Agreement between the Issuer and the Borrower, the obligations of which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds as and when the same shall be due and payable; and

WHEREAS, the Bonds, if issued, shall be limited obligations of the Issuer, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, and the principal of, interest and premium, if any, on the Bonds shall be payable solely out of the revenues derived from the Loan Agreement; and

DORSEY & WHITNEY LLP, ATTORNEYS AT LAW, DES MOINES, IOWA

WHEREAS, before the Bonds may be issued, it is necessary to conduct a public hearing on the proposal to issue the Bonds, all as required and provided for by Section 419.9 of the Act and Section 147(f) of the Internal Revenue Code; and

WHEREAS, a Memorandum of Agreement in the form and with the contents set forth in Exhibit A attached hereto, has been presented to the Issuer which sets forth certain mutual undertakings and agreements between the Issuer and the Borrower, relating to the further processing of said Bonds;

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of the Issuer, as follows:

Section 1. The Memorandum of Agreement in the form and with the contents set forth in Exhibit A attached hereto is hereby approved, and the Chairperson is hereby authorized to execute said Memorandum of Agreement and the County Auditor is hereby authorized to attest the same and to affix the seal of the Issuer thereto; said Memorandum of Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit A attached hereto.

Section 2. Officials of the Issuer are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of the Memorandum of Agreement.

Section 3. This Board shall meet on the 19th day of November, 2015, at the Scott County Administrative Center, Davenport, Iowa, at 5:00 o'clock p.m., at which time and place any resident or property owner of the Issuer may present oral or written objections on the proposal to issue the Bonds referred to in the preamble hereof.

Section 4. The County Administrator or her designee is hereby directed to give notice of intention to issue the Bonds, setting forth the amount and purpose thereof, the time when and place where the hearing will be held, by publication at least once not less than fifteen (15) days prior to the date fixed for the hearing, in a newspaper published and having a general circulation within the Issuer. The notice shall be in substantially the following form:

Section 5. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved October 22, 2015.

Chairperson

Attest:

County Auditor

••• Other Business •••

On motion and vote, the meeting adjourned.

EXHIBIT A
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is between the County of Scott, Iowa, (the “Issuer”) and Christian Retirement Homes, Inc. d/b/a Ridgecrest Village (the “Borrower”) on this 22nd day of October, 2015 (the “Dated Date”).

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this Agreement are the following:

(a) The Issuer is authorized by Chapter 419 of the Code of Iowa, as amended (the “Act”) to issue revenue bonds for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment, or any interest therein, suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) which is exempt from federal income tax under Section 501(a) of the Code (a “Tax Exempt Organization”) and to refund any bonds issued pursuant to the Act; and

(b) The Borrower wishes to obtain satisfactory assurance from the Issuer that, subject to the public hearing required by the Act and Section 147(f) of Code and the terms of this Agreement, the Bonds (as defined herein) will be issued by the Issuer in a principal amount sufficient to loan said amount to Borrower for the purpose of: (i) refunding the Issuer’s outstanding Revenue Refunding Bonds (Ridgecrest Village), Series 2004, originally issued in the principal amount of \$11,575,000 (the “Prior Bonds”), the proceeds of which were used to (a) refund the City of Davenport, Iowa’s previous issue of its \$15,430,000 Revenue Bonds, Series 1993-A (Ridgecrest Village), (b) finance improvements, equipment and other capital items for the Borrower’s facilities located at 4130 Northwest Boulevard, Davenport, Iowa (the “Facility”), (c) fund a debt service reserve fund for the Prior Bonds, and (d) pay costs of issuance and certain other costs associated with the issuance of the Prior Bonds; (ii) funding a debt service reserve fund for the Bonds; and (iii) paying costs of issuance and certain other costs associated with the issuance of the Bonds.

2. Undertakings on the Part of the Issuer.

(a) The Issuer will begin the proceedings necessary to authorize the issuance of such bonds, in an aggregate principal amount not to exceed \$3,000,000 (the “Bonds”).

(b) Subject to due compliance with all requirements of law and the terms of this Agreement, including the provisions of and the public hearing required by the Act, it will cooperate with the Borrower in the issuance and sale of such Bonds, and the proceeds from the issuance of such Bonds shall be loaned to the Borrower upon terms sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds, as and when the same shall become due.

(c) The Issuer shall determine when, in what amount, and if the Bonds may be issued without causing the Issuer to lose its qualification as a “qualified small issuer” within the meaning of Section 265(b)(3)(C) of the Code.

3. Undertakings on the Part of the Borrower.

(a) It will use all reasonable efforts to cooperate with the Issuer and comply with the Act and all other provisions of law relating to the refunding of the Prior Bonds and the sale of such Bonds.

(b) It will enter into a Loan Agreement with the Issuer under the terms of which the Borrower will obligate itself to pay to the Issuer sums sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds as and when the same shall become due and payable.

4. General Provisions.

(a) All commitments on the part of the Issuer and the Borrower herein are subject to the condition that on or before one year from the date hereof (or such other date as shall be mutually agreed to) the Issuer and the Borrower shall have agreed to mutually acceptable terms relating to the issuance and sale of such Bonds, and mutually acceptable terms and conditions of the documents referred to in paragraph 3 and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) Whether or not the events set forth in part (a) of this paragraph take place or take place within the time set forth or any extension thereof, the Borrower agrees (i) to pay all applicable deposits and review fees required by the Issuer at the times and in the amounts requested and (ii) to reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur, including but not limited to, legal fees, administrative costs, printing and publication costs and filing fees arising from the execution of this Agreement and the performance, or preparation to perform by the Issuer of its obligations hereunder, or done at the request of the Borrower.

(c) All commitments of the Issuer hereunder are further subject to the conditions that the Issuer shall in no event incur any liability for any act or omission hereunder, and that such Bonds described herein shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

The execution of this Memorandum of Agreement by the Issuer is not intended to nor does it create a binding commitment on the part of the Issuer to proceed with the issuance of the Bonds. It is further understood that the issuance of the Bonds is subject to further review by the

Board of Supervisors of the Issuer and compliance with all provisions of the Act and the Code, including the holding of a public hearing with respect thereto.

(d) Preparation of all resolutions, agreements, instruments, certificates or other documents in final form for adoption and execution shall be the sole responsibility of Bond Counsel.

(e) Counsel for the Issuer, if requested by the Borrower or Bond Counsel, shall timely certify the non-existence of threatened litigation, pending litigation or claims with respect to the proposed Bond issue. All other attorneys' opinions or certificates with respect to issuing authority, non-arbitrage, regularity of proceedings, or otherwise shall be the responsibility of Borrower Counsel or Bond Counsel.

(f) In the event Sections 145 and 146 of the Code, restrict the aggregate principal amount of Bonds for Tax-Exempt Organizations which the Issuer may issue in any calendar year, the Issuer may, in its discretion, rescind its commitments under Paragraph 2 hereof, without liability on the part of the Issuer.

(g) All commitments of the Issuer hereunder are further subject to the condition that the Bonds will only be issued if the Issuer determines that such issuance will not cause the Issuer to lose its qualification as a "qualified small issuer" within the meaning of Section 265(b)(3)(c) of the Internal Revenue Code in any year.

Dated the Dated Date.

SCOTT COUNTY, IOWA

By _____
Chairperson

Attest:

County Auditor

(Seal)

CHRISTIAN RETIREMENT HOMES, INC. d/b/a
RIDGECREST VILLAGE

By _____
Authorized Representative

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Fax: (563) 328-3285
www.scottcountyia.com



Item 15
10-20-15

DATE: October 20, 2015
TO: Board of Supervisors
FROM: Dee F. Bruemmer, County Administrator
RE: Approval of the Urban County Coalition Legislative Priority Issues

Supervisors Earnhardt and Hancock represent the Board when meeting with the other four counties in the Urban County Coalition. Since the end of last session the group has met to develop next year's list of issues for the 2016 session in Des Moines. There are five broad issues being recommended and a reminder about continuing the property tax backfill.

Attached is the priority list with the issues. The second page titled "Additional Issues" lists areas that if they are introduced in session our lobbyist would have direction on the Coalition's recommendation regarding those issues. Each county is seeking approval over the next two weeks on the priorities.

In addition to this list, I will be asking Departments for issues that they would like to discuss with our local legislators and from those submittals will develop a Scott County list with your approval which will be used when we meet locally with our delegation. That first meeting is normally held in the first two weeks of December.



Black Hawk, Dubuque, Johnson, Linn and Scott

Urban County Coalition 2016 Legislative Issues and Priorities

Commercial Property Tax Backfill - The state made a commitment to backfill the revenue loss that was a result of the reduction in the commercial and industrial property tax rates. In addition, the changes in the multi residential rates will take effect in FY17 (and is not backfilled) which will have an additional adverse effect on local revenues. We encourage the State to make sure it continues to follow through on its promise to backfill the property tax loss.

Mental Health Funding - The State made the decision to no longer provide resources to fund the redesigned mental health delivery system. Now levy disparity within regions is causing smaller counties to shoulder a disproportionate share of the financial burden of the current system. Unless the State allows regions to equalize the funding within their respective regions, beginning in FY 17, the regional system will begin to collapse.

In particular, we request:

That the Legislature retains the levy cap on the mental health levy but eliminate the frozen dollar cap and allow individual counties and regions to equalize their levies. This change would eliminate the disparity in the levies that currently exist between counties.

Emergency Management Agency Funding – The current funding formula does not adequately address the needs of the urban counties in Iowa. Eliminate the funding cap on urban counties. We also encourage the State to pass through 80% of the federal funding it receives to counties.

Funding for Local PSAP - The State should send a greater portion (80%) of the wireless surcharge funding to the local Public Safety Answering Points (PSAP) and allow the use of these funds for the purchase of equipment. We supported the language in HF 610 that would have moved toward both of these goals but were vetoed by the governor. Additionally, PSAPs should have access to unused parts of the ICN and be allowed to run new cables through existing infrastructure when feasible.

Restore Funding for De-categorization Program - De-categorization is an initiative designed to redirect child welfare and juvenile justice funding to services that are preventive, family-centered and community-based in order to reduce institutional and out-of-home placements. Every county in Iowa is served by one of the 40 established DCAT Boards.

Funding for the DCAT Boards is appropriated via 1.) Legislative allocation 2.) Transfer of Child Welfare funds from the DHS Service Area Manager 3.) Transfer of funds from the Chief Juvenile Court Officer. This year the DCAT Boards did not receive the roughly \$5 million annual allocation distributed by the DHS Service Area Managers. This has resulted in a nearly 80% decrease in funding for many DCAT programs.

DCAT Boards award contracts to local providers for the provision of services that may include; in-home family support, crisis care, parenting groups, Family Treatment Court Services, counseling services, youth development and out-of-school time enrichment programming for at-risk children and families. These programs provide critical prevention services that help reduce the number of children and families involved in the child welfare, Medicaid and juvenile justice system. Without DCAT funding many of these programs will be eliminated.

The Urban County Coalition urges the Legislature to restore the legislative allocation to DCAT Boards so that these critical services are not discontinued.

Delinquent Court Fines - We oppose the last minute addition to the standings bill a provision that will significantly hamper counties abilities to collect overdue court and criminal fines. This new policy will substantially hand these efforts to a third party vendor. All of the UCC members have successful collection efforts and this provision will cost our five counties alone more than 2.5 million dollars. Additionally, the counties that are currently collecting these fines and fees, make sure that the first priority is victim restitution. It is not clear that this would be a priority for a third party vendor. We would like to see the state allow counties that have a proven successful record of collecting these fines, be allowed to continue.

Unfunded and Underfunded Mandates - We encourage the Legislature to act to reduce the instances of cost shifting identified and eliminate the burdens these place on property tax payers. The two areas that have the largest impact on local property taxes are colocation of state offices (DHS) and courthouse maintenance and security, but there are many others.

- **Housing State Offices at Local Taxpayer Expense** – Currently some counties are forced to house a variety of state agencies (DHS and the Courts, for example) and receive little or no reimbursement from the State. In addition, counties are forced to pay for expenses such as postage and office supplies at local taxpayer’s expense. We request that the State no longer require that counties subsidize the local office expenses of state agencies.
- **Courthouse Security** - Like the housing of state agencies, local taxpayers are bearing the entire burden of upgrading, modifying, or even replacing aging courthouses. There is a court expense added to virtually every criminal or civil action but none of this money goes to pay actual courthouse expenses. We would request that the state allocate a portion of these funds to counties for courthouse maintenance and security.
- **Paper Document Storage** – We would encourage the legislature to pay particular attention to the document storage requirements of the Department of Human Services, and the juvenile court system. We would like the State to support moving the agencies to a paperless document storage program like it has other state agencies.
- **Publishing Costs** – Reduce publishing costs to local governments to publish meeting, and legal notices on-line and require only a summary to be published in local print outlets. Additionally, allow counties to publish in only one newspaper.

Additional Issues

REAP and Trail Funding - We encourage the Legislature and the Governor to fully fund the program at the 20 million dollar level as well as fund the completion of the portion of the American Discovery Trail that runs through Iowa. In addition, we encourage the Governor and the Legislature to place a greater emphasis on all trail infrastructure, including water trails, because we believe this is critical to making our State healthier and more competitive in attracting and retaining the 21st century workforce.

County Bonding - We believe that in matters of public finance, counties should be treated in the same manner as cities. We support the provisions of SF 416, which allowed counties flexibility in bonding for certain projects that the cities currently enjoy. We also ask that the limit be raised to a consistent level with cities, currently five million dollars.

County Zoning Equity - We would request that the legislature grant counties the same authority to enforce zoning regulations that cities currently have. Currently counties have no mechanism to force compliance or collect the cost of cleaning up violations and these costs are born by all county taxpayers.

Suggestions by Counties

1. Establishment of a state renewable energy tax credit to be implemented when the federal government reduces or eliminates their program
2. Monitor the implementation of managed care.

331.424A County mental health and disabilities services fund.

1. For the purposes of this chapter and chapter 426B, unless the context otherwise requires:

a. "Base year expenditures for mental health and disabilities services" means the same as defined in section 331.438, Code Supplement 2011, minus the amount the county received from the property tax relief fund pursuant to section 426B.1, Code 2011, for the fiscal year beginning July 1, 2008.

b. "County population expenditure target amount" means the product of the statewide per capita expenditure target amount multiplied by a county's general population.

c. "County services fund" means a county mental health and disabilities services fund created pursuant to this section.

d. "Per capita growth amount" means the amount by which the statewide per capita expenditure target amount may grow from one year to the next.

e. "Statewide per capita expenditure target amount" means the dollar amount of a statewide expenditure target per person as established by statute.

2. The county finance committee created in section 333A.2 shall consult with the department of human services and the department of management in adopting rules and prescribing forms for administering the county services funds.

3. County revenues from taxes and other sources designated by a county for mental health and disabilities services shall be credited to the county mental health and disabilities services fund which shall be created by the county. The board shall make appropriations from the fund for payment of services provided under the regional service system management plan approved pursuant to section 331.393. The county may pay for the services in cooperation with other counties by pooling appropriations from the county services fund with appropriations from the county services fund of other counties through the county's regional administrator, or through another arrangement specified in the regional governance agreement entered into by the county under section 331.392.

4. An amount shall be reserved in the county services fund to address cash flow obligations in the next fiscal year. The cash flow amount shall not exceed twenty-five percent of the gross expenditures budgeted from the county services fund for the fiscal year in progress. The cash flow amount for a county's services fund shall be specified in the regional governance agreement entered into by the county under section 331.392.

5. Receipts from the state or federal government for the mental health and disability services administered or paid for by a county shall be credited to the county services fund, including moneys distributed to the county from the department of human services and moneys allocated under chapter 426B.

6. For each fiscal year, the county shall certify a levy for payment of services. ~~For each fiscal year, county revenues from taxes imposed by the county credited to the services fund shall not exceed an amount equal to the amount of base year expenditures for mental health and disability services.~~ A levy certified under this section is not subject to the appeal provisions of section 331.426 or to any other provision in law authorizing a county to exceed, increase, or appeal a property tax levy limit.

7. Appropriations specifically authorized to be made from the mental health and disabilities services fund shall not be made from any other fund of the county.

8. Notwithstanding subsection 6, for the fiscal years beginning ~~July 1, 2013, July 1, 2014, and July 1, 2015~~ **July 1, 2017 and thereafter**, county revenues from taxes levied by the county and credited to the county services fund shall not exceed the ~~lower of the following amounts:~~

~~a. The amount of the county's base year expenditures for mental health and disabilities services.~~

~~b. the amount equal to the product of the statewide per capita expenditure target for the fiscal year beginning July 1, 2013, multiplied by the county's general population for the same fiscal year~~ **as designated by the state.**

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 22, 2015

APPROVAL OF THE URBAN COUNTY COALITION
LEGISLATIVE PRIORITY ISSUES

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

Section 1. That the Urban County Coalition 2016 Legislative Issues and Priorities is hereby approved.

Section 2. This resolution shall take effect immediately.