

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
January 25 - 29, 2016

Tuesday, January 26, 2016

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

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

Presentation

- ___ 2. Proclamation recognizing February 3, 2016 as Iowa Puppy Mill Awareness Day, Tracy Kuehl with Iowa Friends of Companion Animals.....8:00 a.m. (Item 2)

Facilities & Economic Development

- ___ 3. Appointment of the Scott County Engineer as the Scott County Weed Commissioner. (Item 3)
- ___ 4. Authorization for County Engineer to make necessary road closures. (Item 4)
- ___ 5. Policy for purchase of right of way for 2016. (Item 5)
- ___ 6. Annual re-adoption of the Master Matrix for County review of State construction permits for Confined Animal Feeding Operations (CAFO). (Item 6)

Human Resources

- ___ 7. Staff appointments. (Item 7)
- ___ 8. Updates to Human Resource Policy G, and General Policies 1, 11, 21, and 26. (Item 8)
- ___ 9. Collective bargaining agreement between Scott County and Teamsters Local 238. (Item 9)

Health & Community Services

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

Finance & Intergovernmental

- ___ 11. Accepting a homeland security grant for purchase of a vehicle to be used by the QC Bomb Squad. (Item 11)
- ___ 12. Setting of a public hearing for Thursday February 11, 2016 at 5:00 p.m. for an amendment to the County's current FY16 Budget. (Item 12)

- ___ 13. Setting of a public hearing for Thursday February 11, 2016 at 5:00 p.m. on the FY17 Annual Budget and the five year Capital Improvement Plan. (Item 13)

Other Items of Interest

- ___ 14. Appointments to the Condemnation Appraisal Jury. (Item 14)
- ___ 15. Beer/liquor license renewal for Express Lane Gas & Food Mart #79.
- ___ 16. Adjourned.

Moved by _____ Seconded by _____
Ayes
Nays

Thursday, January 28, 2016

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

Presentation

- ___ 1. FY17 County Administrators Recommended Budget.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

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



DATE: January 19, 2016
TO: Board of Supervisors
FROM: Renee Johnson, Administrative Assistant
RE: Request for recognition of Iowa Puppy Mill Awareness Day

Tracy Kuehl is a resident of Davenport and a Board member on the Scott County Humane Society. Tracy has sent a request via email asking the Board of Supervisors to recognize February 3rd as Iowa Puppy Mill Awareness Day.

She said this in an email:

I'm a volunteer with Iowa Friends of Companion Animals and we are working state-wide to have February 3 proclaimed Iowa Puppy Mill Awareness Day in Iowa. A copy of the proclamation is attached and our volunteer corp is working to have this read by the Governor's office and board of supervisors across the state. For the team I coordinate, that would include Scott, Clinton and Jackson Counties.

Tracy will be present at the Committee of the Whole to explain the initiative and answer any questions you may have.

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

January 28, 2016

RECOGNITION OF FEBRUARY 3, 2016 AS IOWA PUPPY MILL AWARENESS DAY

WHEREAS, Iowa's proud agricultural heritage has ingrained a tradition of responsible stewardship of the animals in our care; and

WHEREAS, the worldwide use of dogs as service animals for the handicapped or visually impaired, as vital partners in search-and-rescue efforts, for law-enforcement and military duty, for medical and therapeutic solutions, and other noble roles serves as testimony to the intelligence, devotion, and value of these animals and to the respectful treatment they deserve; and

WHEREAS, these traditions have been compromised in our state by more than 200 large-scale commercial dog-breeding operations, approximately half of which are cited annually for violations to the federal Animal Welfare Act; and

WHEREAS, tolerating the inhumane treatment of adult breeding dogs and the sale of often unhealthy or genetically compromised puppies to consumers in Iowa and other states constitutes an abdication of the responsibilities of good citizenship; and

WHEREAS, greater transparency within and oversight of this industry will likely yield greater professionalism and better outcomes for dogs, responsible dog breeders, consumers, and for Iowa's standing among our fellow citizens;

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

- Section 1. That the Board of Supervisors does hereby proclaim February 3, 2016 as Iowa Puppy Mill Awareness Day in Scott County;
- Section 2. That the Board of Supervisors encourages its citizens to support efforts to promote responsible dog breeding;
- Section 3. This resolution shall take effect immediately.

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

BECKY LUENSMANN
Administrative Assistant

MEMO

TO: Dee F. Bruemmer
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Appointment of Weed Commissioner

DATE: January 28, 2016

Iowa Code Chapter 317.3 requires the yearly appointment of a Weed Commissioner. A resolution approving the appointment of the Scott County Engineer as the 2016 Weed Commissioner for Scott County.

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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

January 28, 2016

APPROVING 2016 APPOINTMENT OF THE SCOTT COUNTY ENGINEER AS THE SCOTT COUNTY WEED COMMISSIONER

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

SECTION 1. In compliance with Chapter 317.3 of the Iowa Code,
the Scott County Weed Commissioner shall be the responsibility
of the Scott County Engineer effective immediately.

SECTION 2. This resolution will certify to the Scott County Auditor
and the Secretary of Agriculture that the Scott County
Weed Commissioner is the Scott County Engineer.

SECTION 3. That this resolution shall take effect immediately.

SCOTT COUNTY ENGINEER'S OFFICE

500 West Fourth Street
Davenport, Iowa 52801-1106

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

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: Resolution Authorizing Engineer to Make Necessary Road Closures and
Reduced Speed Limit in Work Zones

DATE: January 28, 2016

Resolution authorizing the County Engineer to make necessary road closures during the 2016 year due to approved construction or maintenance projects on county roads and also any emergency closures as deemed necessary. Other road closures during the 2016 year for activities such as the Quad City Air Show and other community sponsored events will be handled by a separate resolution and are not included in this resolution.

This resolution also authorizes the county engineer to post a reduced speed limit in work zones to ensure the safety of the workers and county employees within the work zones.

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R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

January 28, 2016

AUTHORIZATION FOR COUNTY ENGINEER TO MAKE NECESSARY ROAD CLOSURES AND POST REDUCED SPEED LIMITS IN WORK ZONES.

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

SECTION 1. The Code of Iowa Section 306.41, provides for the temporary closure of County Secondary Roads for various reasons and purposes and that the County Engineer be authorized to close Scott County Secondary Roads during the 2016 calendar year, as necessary, with the actual dates and times of closure to be determined by the County Engineer as follows:

For Construction: Any project as described in the approved "Scott County Secondary Roads Construction and Farm-to-Market Construction Program" and any supplements thereto.

For Maintenance: Any maintenance project or activity requiring the road to be closed.

For Emergencies: For any emergency road closure of any route as deemed necessary by the County Engineer.

SECTION 2. That the County Engineer be authorized to post a reduced speed limit in work zones to ensure the safety of the workers and county employees within the work zones.

SECTION 3. That this resolution shall take effect immediately.

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, P.E.
County Engineer

SUBJ: Resolution Approving Policy for Purchase of Right of Way 2016

DATE: January 28, 2016

Iowa Code Section 6B.54 requires counties to adopt a policy for the purchase of uncomplicated right-of-way parcels. Scott County occasionally purchases right-of-ways if needed around new bridge or culvert construction. In most cases right-of-way is not needed. In order to determine a fair market value the county assessor has provided a list of land purchases over the past year. We have used this list to evaluate a multiplier to determine the price of land when right-of-way is purchased by the county. With land prices rapidly increasing this factor is becoming quite significant; accordingly it is important that appropriate prices are being paid.

The factor in 2015 for land by easement or deed was 4.55 times the assessed valuation per acre. The 2016 factor will be 4.72 times the assessed valuation per acre.

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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

Policy for Purchase of Right of Way for 2016

January 28, 2016

WHEREAS: The uniform treatment of landowners in right-of-way is of paramount importance, and

WHEREAS: Assurance must be given to the Iowa Department of Transportation that Scott County is in compliance with the provisions of the 1970 Uniform Relocation Assistance and Land Acquisition Policies Act,

NOW, THEREFORE BE IT RESOLVED by the Scott County Board of Supervisors on this twenty-eighth day of January, 2016, that the Scott County Engineer is authorized to purchase the necessary right-of-way for construction and maintenance during the calendar year 2016, using the values computed in accord with the following schedule of allowances:

SCHEDULE I - AGRICULTURAL LAND:

For land by easement or deed: 4.72 times the assessed valuation per acre as it currently exists at the time an offer is made.

SECTION II - RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LAND:

For land by easement or deed, where such land is classified by the assessor as residential, commercial or industrial for zoning purposes - generally the appraisal method will be used.

SECTION III - FEDERALLY FUNDED PROJECTS, FARM-TO-MARKET FUNDED PROJECTS, AND SPECIAL PURCHASES - APPRAISAL METHOD:

This section will only be utilized when the following conditions are determined to exist:

1. Where any buildings or special improvements or appurtenances exist on the parcel being taken.
2. Where there are definable damages to the remaining property.
3. Where federal funds or farm-to-market funds are involved requiring the complete appraisal method.
4. Where the parcel being taken is not representative of the total piece.
5. For properties as noted under Section II.

The County Engineer will seek two or more quotes for the service of an appraiser for the review by the Board of Supervisors prior to employment of an appraiser. The appraisal document will serve as the basis for purchase of the parcel.

SECTION IV - BORROW:

For land disturbed by reason of borrow or backslope: The value shall be based on the price per cubic yard of material taken - (\$0.30/cu.yd.). Agreement will also be made for the restoration of the area disturbed for borrow or backslope, either by removing and replacing 8 inches of top soil or by other appropriate measures, in accordance with Section 314.12, 1995 Code of Iowa. Compensation for crop loss or other land use loss in borrow or backslope areas will be determined based on the rental value for similar land in the area. If crops have been planted, payment

will be made to cover tillage cost, seed cost and fertilizer cost based on the pro-rated actual cost incurred. If the crop is harvested before the area is disturbed there will be no compensation for crop loss.

SECTION V - WATER LINES:

For existing privately owned water lines crossing the roadway: The total cost of any alterations required on the line within the new or existing right-of-way will be at the expense of the County.

SECTION VI - FENCES:

For the relocation of functional fences made necessary by the reconstruction of an existing roadway, a new fence will be allowed for all of the same type as the existing right-of-way fence. Allowances are \$25.00 per rod for woven wire, \$16.00 per rod for barbed wire. If no fence exists, no fence payment will be allowed. The length for payment will be the footage required to fence the new right-of-way. For relocating cross fences to the new right-of-way, the length of fence required to be moved shall be compensated at the rate for the same type of right-of-way fence above. For angle points introduced into the fence line by the design of the roadway, an allowance of \$166.00 for a two-post panel and \$260.00 for a three-post panel will be made.

NOTE: All salvage from the existing fence shall become the property of the property owner. Payment for fencing will be withheld until all existing fence has been removed and cleared from the right-of-way. If the fence or any part thereof is not

removed at the time of construction, it will be removed by Scott County or its contractor and a penalty of \$3.00 per rod assessed and deducted from the fence payment. For the removal of non-functional fences made necessary for the reconstruction of an existing roadway, the County will compensate the owner for his labor and equipment at the following rates:

Woven Wire	-	\$10.00 per rod
Barbed Wire	-	\$ 8.00 per rod

NOTE: All salvage from existing fence shall become the property of the owner. Payment for removal of non-functional fences will be withheld until all existing fences has been removed and cleared from the right-of-way. If fence or any part thereof is not removed at time of construction, it will be removed by Scott County or its contractor and the owner will forfeit any payment tendered for the fence.

DEFINITIONS:

Functional: In good state of repair and capable of containing livestock for which the fence was constructed.

Non-functional: In disrepair and incapable of containing the livestock for which the fence was constructed. Compensation for relocating fences of a type other than those described shall be negotiated.

SECTION VII - TREES AND SHRUBS:

For trees and ornamental shrubs which must be removed from the residence areas: compensation will be made on basis of appraisal by an arborist or by negotiation.

SECTION VIII - INCIDENTAL EXPENSES:

A lump sum of \$50.00 which shall compensate the owner for any out-of-pocket expense incurred as a result of this transaction; i.e., abstracting fees, postage, telephone, etc.

SECTION IX - EASEMENT PRIORITY AGREEMENTS:

Scott County will pay all costs assessed by mortgage holders in executing "Easement Priority Agreements" for the easements obtained under the terms of this policy.

SECTION X:

PASSED AND APPROVED this twenty-eighth day of January, 2016, by the Scott County Board of Supervisors.

SECTION XI: This resolution shall take effect immediately.

PLANNING & DEVELOPMENT

500 West Fourth Street
Davenport, Iowa 52801-1106
E-mail: planning@scottcountyiaowa.com
Office: (563) 326-8643 Fax: (563) 326-8257



Item 06
01-26-16

Timothy Huey
Director

To: Dee F. Bruemmer, County Administrator
From: Timothy Huey, Planning Director
Date: January 15, 2016
Re: Annual Re-Adoption of Master Matrix for review of Confined Animal Feeding Operations (CAFO)

Thirteen years ago the Board of Supervisors first adopted the Master Matrix to allow Scott County's participation and input in the application process for new or expanded animal confinement feeding operations. Such operations which exceed certain capacity thresholds in Scott County are reviewed by the County to ensure that they meet state requirements for approval of a state construction permit. The IDNR rules require that a county annually adopt a construction evaluation resolution and submit it in the month of January with the State DNR to ensure continued participation. In order to be able to evaluate proposed sites for large confinement facilities counties must adopt these rules by resolution and notify the DNR by January 31, 2016. The Board reviewed two CAFO permit applications in 2015 and reviewed both for compliance with the Master Matrix. One was for an expansion of Tom Dittmer's sow farm and the other for a hog finishing building on Jeff Paulsen's farm. The Board did not review any CAFO permit applications in 2014.

In 2013, the Board reviewed a CAFO expansion submitted by Dennis Kirby for his existing operation in Lincoln Township. In 2012 the Board reviewed two CAFO expansion applications for compliance with the Master Matrix, one for Grandview Farms in Sheridan Township and one for Paustian Farms in Cleona Township. In 2012, the Board also reviewed and recommended approval of a third application which was not an expansion and therefore did not have to be reviewed using the matrix criteria for the replacement of a nursery building on the Paustian farm.

The Board did not receive any proposed permits to evaluate in 2011. The year before that, 2010, the Board reviewed two applications, one submitted by Bryan Sievers for a Confined Cattle Feeding Operation on his family farm in Liberty Township. The other was submitted by Tom Dittmer for an expansion of an existing hog confinement operation on his family farm. The Board did not review any applications the year before in 2009. Previously there was one application in 2008 and 2007, and two applications for expanded CAFOs in Scott County in both 2006 and 2005 that were reviewed using the Master Matrix. Scott County also received two other applications in 2005 for expansions that were not large enough to trigger review under the Master Matrix criteria.

New or expanded confined animal feeding operations that reach IDNR established capacity thresholds in counties with adopted Master Matrix review must meet higher standards than other permitted sites. They must earn points on the master matrix by choosing a site and using practices that reduce impacts on the environment and the community. Participating counties must evaluate and make a recommendation on all construction permit applications submitted to the DNR or they forfeit the right to evaluate sites until the next sign-up period.

The Iowa DNR website <http://www.iowadnr.com/afo/matrix.html> also has detailed information on the Master Matrix. There have been no changes to the requirements of the Master Matrix since the original adoption thirteen years ago.

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

January 28, 2016

APPROVAL OF THE ADOPTION OF A CONSTRUCTION EVALUATION

RESOLUTION AS PROVIDED BY IOWA CODE CHAPTER 459

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

Section 1. Iowa Code section 459.304(3) (2007) sets out the procedure for a county board of supervisors to adopt a “construction evaluation resolution” relating to the construction of a confinement feeding operation structure.

Section 2. Only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) a recommendation to approve or disapprove a construction permit application for a confinement feeding operation structure.

Section 3. Only counties that have adopted a construction evaluation resolution and submitted a recommendation will be notified by the DNR of the DNR’s decision on the permit application.

Section 4. Only counties that have adopted a construction evaluation resolution and submitted a recommendation may appeal the DNR’s decision regarding a specific application

Section 5. By adopting a construction evaluation resolution the Board of Supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the Board of Supervisors between February 1, 2016 and January 31, 2017 and submit a recommendation regarding that application to the DNR

Section 6. By adopting a construction evaluation resolution the Board of Supervisors shall conduct an evaluation of every construction permit application using the master matrix as provided in Iowa Code Section 459.305. However, the board’s recommendation to the DNR may be based on the final score on the master matrix or on other reasons as determined by the board of supervisors.

Section 7. The Scott County Board of Supervisors hereby adopts this Construction Evaluation Resolution in accordance with Iowa Code section 459.304(3) and designates the Scott County Planning and Development Department to receive such applications on behalf of the Board of Supervisors.

Section 8. This resolution shall take effect immediately.

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R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

January 28, 2016

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Timothy Nawa for the position of Truck Driver/Laborer in the Secondary Roads Department at the entry level rate.

Section 2. The hiring of Adam Goodall for the position of Truck Driver/Laborer in the Secondary Roads Department at the entry level rate.

HUMAN RESOURCES DEPARTMENT

600 West Fourth Street
Davenport, Iowa 52801-1030

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



Date: January 19, 2016
To: Dee F. Bruemmer, County Administrator
From: Mary J. Thee, Human Resources Director/Asst. County Administrator
Subject: Policy Updates

Last fall we did employee training on ethics. In speaking with the trainer beforehand we discussed the need to implement some additional language in our policies regarding ethics. Many of our policies regarding gifts and conflicts of interests mirror the state code. A phrase in §31 of the state constitution references the need for public funds to be used for a public purpose. As our policies did not specifically include this phrase, we decided to add it to policies G, 11 and 26 to reinforce the ethical standard.

We are also recommending updates to Policy 21 regarding the posting of materials. The desire is to remind employees to utilize the electronic bulletin board for the posting of items rather than email server. In 2014 a communication survey indicated that employees do obtain information from email and the intranet. The goal is to push some communications to the intranet, specifically the electronic bulletin board. Updates to the intranet will make this forum easier to use in the coming months. We also are looking to address continued requests for links from our website and social media sites.

Policy 1 is intended to update the Board's list of appointments.

G. EMPLOYEE CONDUCT

GENERAL POLICY

Scott County recognizes the importance of providing ethical, efficient and effective service to its citizens and upholding the public trust. It is the policy of Scott County to require its employees to maintain high standards of honesty, integrity and conduct, both as public employees and as citizens of the community.

SCOPE

The section of this policy entitled "Conflict of Interest: Acceptance and Reporting of Gifts" is applicable to all elected officials and appointed employees of Scott County. All other sections of this policy are applicable to the following:

All employees responsible to the Scott County Board of Supervisors;

All employees responsible to a county elected office holder providing the appropriate elected office holder and the Board of Supervisors have certified its applicability;

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors has certified its applicability;

Whenever the provisions of this policy are in conflict with the Code of Iowa, or with a collectively-bargained agreement between the County and a certified bargaining unit, the provisions of the collectively-bargained agreement and/or the Code of Iowa will prevail.

CONDUCT AT WORK

While on-the-job, County employees are expected to:

1. Report to work punctually as scheduled and being at the proper work station, ready for work, at the assigned starting time.
2. Provide truthful and proper notice to their supervisor when the employee will be absent from work or is unable to report to work on time.
3. Render full, efficient, and industrious service.
4. Be responsible for and not misuse County property, vehicles, equipment, labor, service, supplies, records or other materials in their care, custody or

Draft for discussion purposes

control. The aforementioned shall not be removed from the premises or used for the personal convenience without written permission from the department head.

~~4.5.~~ Assure that all purchases made with public funds serve a public purpose.

~~5.6.~~ Treat all citizens, customers, visitors and co-workers in a courteous, professional and helpful manner; and demonstrate a considerate, friendly and constructive attitude.

~~6.7.~~ Maintain a neat and clean personal appearance appropriate to the working environment. All employees shall be subject to specific department rules and regulations concerning acceptable attire, personal hygiene and grooming.

~~7.8.~~ Maintain cleanliness and order in the workplace and work areas.

~~8.9.~~ Observe the various state and federal laws, County regulations, work rules, and other reasonable instructions by proper authority, in a manner above reproach.

~~9.10.~~ Report to management suspicious, unethical, or illegal conduct by fellow employees or citizens utilizing County services.

~~10.11.~~ Refrain from engaging in political activity.

~~11.12.~~ Refrain from solicitation during working hours or on County premises.

~~12.13.~~ Refrain from using their position for personal gain or to coerce others.

~~13.14.~~ Refrain from securing special privileged or exemption for themselves, friends or family beyond that which would be available to all citizens.

~~14.15.~~ Employees who work at the downtown campus are provided limited off street parking spaces. Employees are issued a permit provided by Facility Support Services that must be displayed as directed. A parking map is available on the intranet and on file in FSS. Employees are prohibited from parking in areas not designated for employees on the parking map.

~~15.16.~~ Uphold with integrity the public trust involved in the position to which they are assigned.

CONDUCT DURING OFF HOURS

While off-the-job, County employees are expected to:

1. Conduct themselves in a manner which does not reflect adversely on Scott

County as an employer.

2. Avoid outside employment which in any way interferes with the employee's proper and effective job performance or creates a conflict of interest with the person's duties and responsibilities. Employees must notify their supervisor prior to accepting outside employment.
3. Not use or permit the use of any publicly-owned property, vehicle, equipment, labor, service, supplies, records or other materials for the personal convenience or advantage of the employee or any other person, except for that use which is generally available to the public.
4. Uniforms or clothing with the County department logo should be used only during working hours (unless approved by the department head for an off-duty capacity) and should not be worn in places that would not represent the positive image of the County.

The regulations set forth in this section and the previous one are not intended to be all-inclusive, and the Board of Supervisors may from time to time adopt additional rules as it sees fit. Department heads are authorized to adopt departmental work rules which are reasonable in nature and do not conflict with those stated in this policy.

CONFLICT OF INTEREST: ACCEPTANCE AND REPORTING OF GIFTS

The following provisions relate to the avoidance of a conflict of interest in the acceptance and reporting of gifts from a restricted donor by a County official, employee or a member of the employee's immediate family. These provisions are intended to provide general information about the State of Iowa's gift law. Employee should review the state law for more specific information, but are advised that violations of the law could result in criminal charges in addition or separate from disciplinary action.

Generally speaking, a restricted donor can be defined as a group or individual who is contracting or seeking to contract with the County, or who would be significantly affected financially by the performance or nonperformance of the official's or employee's job duties beyond the effect on the public generally, or is regulated by the state's regulatory agency in question, or lobbyists or agents of lobbyists.

1. A County official, employee or such person's immediate family member is prohibited from soliciting or accepting from any one restricted donor in any one calendar day a gift or a series of gifts having a value of three dollars (\$3.00) or more. For example an employee cannot accept lunch from a restricted donor.
2. A County official, employee or such person's immediate family member may only accept a non-monetary gift having a value of three dollars (\$3.00) or more if the gift is donated within 30 days to a public body, or a bona fide

educational or charitable organization.

3. Specific types of gifts that may be accepted by an employee are contained in the state gift law, the following are examples:
 - a. Informational materials relevant to the official job functions of the person receiving the gift, such as books, pamphlets, reports, documents, periodicals, or other information that is recorded in a written, audio, or visual format.
 - b. Item which would normally be available free of charge to members of the general public.
 - c. Items received from a bona fide charitable, professional, educational, or business organization to which the recipient is a dues paying member, and the gift is being distributed to all members of that organization and the dues are not inconsequential when compared to the value of the item.
 - d. Actual expense of a donee for food, beverages, registration, travel, and lodging for a meeting, which is given in return for participation in a panel or speaking engagement, when the expenses relate directly to day(s) when the presentation occurred or food and beverage at a meal honoring the employee.
 - e. Funeral flowers or memorials to a church or nonprofit organization.

11. PURCHASING POLICY

POLICY

Scott County Code provides that the Director of Facility & Support Services shall be responsible for developing, implementing and administering a centralized purchasing function for all County offices and departments.

This policy encompasses the purchasing, contracting and leasing of goods, materials, supplies, equipment, and services and shall be accomplished through competitive bidding whenever possible and specifically where it is required by the Code of Iowa; through competitive quotes; or Government Contracts.

SCOPE

Administrative authority to purchase, sign leases or contract agreements shall be limited to aggregate purchase prices not exceeding \$10,000. Purchases, leases and contract agreements in excess of \$10,000 must be approved by the authorized board. This policy shall not be circumvented by purchasing or leasing a group of similar or identical items each costing \$10,000 or less but exceeding \$10,000 in aggregate.

Any and all lease or contract agreements exceeding three (3) years in length must be approved by the authorized board even though the total aggregate lease or contract cost may not exceed \$10,000.

If the lease or contract agreement is open ended it should be re-bid at least every three years. If the lease or contract agreement does not include a total cost amount for services provided then an estimated total cost should be determined and based on that estimated total cost appropriate approval requirements shall be followed.

This policy does not cover purchases made with the County Approved Purchase Card. Those purchases are covered under Policy Number 26.

In the event that there is a conflict between this policy and Iowa or Federal law, the applicable law will prevail.

PURPOSE

The purpose of this policy is:

- A. To professionally coordinate and maximize the effectiveness of the purchasing, contracting and leasing of goods, materials, supplies, equipment, and services by Scott County.

- B. To protect and provide for increased public confidence and trust in the procedures followed by the County in public procurements.
- C. To ensure the ethical, fair and equitable treatment of all persons who deal with the purchasing system of the County. To ensure that purchase made with public funds have a public purpose.
- D. To provide increased economy in County purchasing activities and to maximize, to the fullest practical extent, the purchasing value of public funds.
- E. To foster effective broad-based competition.
- F. To effectively support other county departments, component units and agencies.

ADMINISTRATIVE PROCEDURES

A. Approval to Purchase, Lease or Contract Goods and Services

- 1. Unencumbered spending authority must exist at the appropriate departmental budget level prior to the issuance of a purchase order.
- 2. No lease or lease-purchase contract for real or personal property shall be entered into until a public hearing has been held on the proposed contract. Notice of the public hearing shall be published in at least one newspaper of general circulation at least 4 days and no more than 20 days prior to the public hearing date.
- 3. Purchases, leases or contracts up to \$2,500 shall require department head approval or authorization from the individual with budgetary responsibility.
- 4. Purchases, leases or contracts between \$2,500 and \$5,000 shall require approval of the department head (or designee) and the Purchasing Specialist.
- 5. Purchases, leases or contracts exceeding \$5,000 and up to \$10,000 shall be approved by the department head (or designee), and the Director of Facility & Support Services (or designee), or the County Administrator.
- 6. Purchases, leases or contracts exceeding \$10,000 shall require approval of the department head, Director of Facility & Support Services, County Administrator and the Board of Supervisors.
- 7. Lease and contract agreements which do not include a total cost amount for services (i.e., the agreement may only make reference to an hourly rate plus cost of parts) require the department to estimate the total cost. The calculation at arriving at this estimate should be documented with the purchase request and depending on the amount will require appropriate approvals as stated above. If

the agreement is open ended then the calculation of the total cost amount shall be based on a three year period.

8. Purchasing division shall utilize appropriate insurance and indemnification language if required. Insurance and indemnification requirements shall be developed in conjunction with the Risk Management Coordinator or County Attorney.

B. Individual Department / Office Responsibilities

1. Determine the quality and quantity of goods, materials, supplies, equipment, and services needed and delivery date required. Utilize past purchase information or resources when appropriate. Research specifications to ensure that appropriate information is provided to adequately describe the desired product or services along with minimum standards or requirements.
2. If a lease or lease-purchase contract is being proposed the requesting department shall submit the proposed lease or lease-purchase contract to the Director of Facility & Support Services with the following attachments:
 - a. Prior to submitting lease for approval to the Board of Supervisors, originating department shall request legal review of proposed contract by the County Attorney's office. A letter from the County Attorney's office acknowledging that they have reviewed the contract and find it to be in compliance with applicable state laws. (Note: Departments should send a copy of their initial review request for the County Attorney's office to FSS so it may be identified as a future agenda item on the Board's information memo.)

Copy of the public notice to be published in the per Iowa Code Section 331.305.

- b. The Director of Facility & Support Services will submit the lease proposal to the Board at the next Board meeting that coincides with the public hearing publication date requirements in accordance with Iowa Code Section 331.305.

Whenever possible, competitive bids for lease agreements shall be secured with the assistance of the Purchasing division.

3. Anticipate requirements, giving accurate description of article(s) required and sufficient time to purchase item(s) on a competitive basis. When needed, the originating department will identify and collaborate with purchasing division to prepare additional specifications and insurance requirements if any, to secure required items.

4. Receive and inspect item(s) delivered direct by vendor and refuse shipments that fail to meet the purchase order contract. All commodity type items will be coordinated to be received by Facility & Support Services. For specialized items, the department shall coordinate with Facility & Support Services to inspect and accept all items, at time of delivery.
5. Handle all purchases within established procedures. Utilize applicable purchasing resources (competitive bidding, purchasing system, pre bid items, web bid items) whenever possible and where appropriate.

C. Computerized Purchase Order System

County departments shall use the Enterprise Financial Planning (ERP) system following guidelines and procedures as promulgated by Facility & Support Services.

D. Competitive Quotations

1. Whenever feasible, all purchases, leases and contracts for goods, supplies, materials, equipment and services required for public use shall be on an equal and competitive basis. All acquisitions or purchases are to be awarded to the lowest responsible bidder. In determining the lowest responsible bidder consideration shall be given to the vendor's price, conformance with specifications in all material respects, and past performance. In addition, the Purchasing department may take into consideration reputation, business, and financial capabilities.
2. For public improvements and construction contracts (excluding design and consulting contracts) that exceed the public bidding requirements as set forth in the Iowa Code Section 331.341 the determination and criteria for determining the lowest responsible bidder shall be accomplished through a formalized process. That process shall set out criteria and notification in the specifications document and gather qualification, reference and other pertinent information at the time of the bid. The use of an American Institute of Architects Form 305A with an addendum or a similar standardized form for gathering appropriate information from bidders shall be used whenever possible. Scott County reserves the right to reject a low bid based on the criteria set forth and the evaluation of the submitted information and research conducted
3. For purchases less than \$2,500.00 departments/ offices that require a purchase order may enter the purchase into ERP directly as a purchase order.

For purchases between \$2,500.00 and \$10,000.00 departments/ offices are strongly encouraged to obtain at least three competitive quotes. Departments may request the Purchasing Department to obtain quotes on their behalf or may obtain their own quotes utilizing applicable purchasing resources (competitive bidding, purchasing system, pre bid items, web bid items), and enter them

directly into the ERP requisition form, attaching PDF's as documents.

For purchases over \$10,000.00 requisitions shall be entered into the ERP system and routed to the Purchasing Division, who shall solicit bids utilizing open competitive bidding practices. Typically bids received by the Purchasing Department will be submitted through the bidding service selected for use by Scott County. The Purchasing Department acknowledges that there may be some occasions where it is not possible to obtain three bids based on the type of purchase. If this is the case, the department shall submit a written statement why they did not obtain multiple bids for the item being purchased.

4. All parties involved shall comply with all applicable laws and regulations pertaining to their employment practices, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, handicapped condition or religious affiliation.
5. The County shall comply with the state preference law as it relates to Iowa products.
6. Whenever possible, all requests for bids and all proposals for expenditure of public funds must be made in general terms so that no brand or trade names are specified. Also, all requests must contain this statement: "By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa."

E. Unsolicited Proposals

Definition- an unsolicited proposal is a document or package of documents submitted to Scott County or a Scott County Office or Department, that proposes to provide a product or service that was not solicited nor initiated by Scott County.

1. An unsolicited proposal that does not correspond to the Scott County mission , vision, or values, is outside of the normal scope of Scott County government services, is not a product Scott County requires or a service Scott County needs may be rejected without further consideration by the Purchasing division
2. An unsolicited proposal that does correspond with the mission and scope of Scott County government will be evaluated for merit by the department or office with jurisdiction or control in the service area that best matches the proposal. In the absence of a clear corresponding department or office, the review of the unsolicited proposal shall be made by the Director of Facility and Support Services with input and assistance from County Administration.
3. The Purchasing Division may require the submission of additional or supplemental information from the submitter in order to fully evaluate the submission. An unsolicited proposal submission that refuses to provide typical, pertinent information that the evaluator deems necessary, may be rejected

without further consideration.

4. Unsolicited proposals that are found to have merit may be forwarded to the Board of Supervisors for consideration. Proposals without merit or determined to be outside of the scope of Scott County government shall not be forwarded to the Board of Supervisors.
5. Proposals that have the potential for competitiveness, either by their nature or as required by law, shall initiate a request for proposal process. The Purchasing Division shall take measures to protect information contained in the unsolicited proposal. Said measures may include returning all copies of the unsolicited proposal to the submitter for resubmission as part of the RFP process. At a minimum, the Purchasing Division shall notify the submitter that the unsolicited proposal is, by law, a public document.

F. Public Access to Procurement Information

Purchase orders and other information of a public nature shall be available for inspection upon request to the Purchasing Specialist, providing that they are not deemed to be confidential because they contain trade secrets or reports that give a competitive advantage and serve no public purpose. Purchasing records are also governed by Freedom of Information Act laws for public records. See policy 31- Public Records and Information for further information. The Facility and Support Services Department shall maintain records of purchases made (award information, contracts and purchase orders) and the purchasing process (bid requests, specifications, proof of publication, bid results, bid documents and submittals, etc.) for all centralized purchasing transactions. In the absence of other legislative requirements, the retention duration for said records shall be: three years past the award date or the contract completion date (whichever is later).

G. Bids on Contracts for Repair or Construction of County Buildings.

See Iowa Code section 331.341 for specific contract letting procedures to follow.

H. Special Provisions for Secondary Roads Department:

1. Construction and Maintenance Projects: These types of services will be either bid through the I.D.O.T., Secondary Roads office or in coordination with I.D.O.T. meeting their specifications and requirements and bid through the County Secondary Road Department. Participation by Facility & Support Services will not be required in these areas.
2. Purchases through the State of Iowa General Services Office and the Iowa Department of Transportation Purchasing Department: The Secondary Road Department will take advantage of State Purchasing Facilities and their volume purchasing discounts when practical and possible.

- a. The Secondary Road Department will fill out the required State Order Forms or submit a department "requisition order".
 - b. Upon receipt of order and billing, the Secondary Road Department will check shipment against the order and prepare the necessary County claim for payment.
 - c. All orders exceeding \$10,000 will require prior Board approval.
3. Equipment Repair Parts, Materials and Services: The specifics on these items generally cannot be anticipated or determined in advance. These are generally items that cannot be inventoried and must be purchased expeditiously to prevent costly delays and operational problems. The purchase of these items require the technical expertise and knowledge of Secondary Road's garage personnel for effective, expeditious purchasing. These purchases may also be the type or nature where they are only available from one source.
- a. The ordering of these materials and supplies and services may only be authorized by a Secondary Road Department "requisition order".
 - b. Any individual "requisition order" in excess of \$1,000, with the exception of purchase of tires, must receive prior approval by the County Engineer.
 - c. Upon receipt of the order, billings will be checked by the Secondary Road Department and claims prepared for the Engineer's authorization and approval by the Board.

I. Emergency Purchases

1. County Administrator, or in absence the Director of Facility and Support Services, or designee may declare an emergency when:
 - a. The circumstances pose a threat to the public health, welfare or safety.
 - b. The situation must be taken care of immediately in order to prevent immediate and apparent loss to the County.
 - c. Conditions beyond reasonable control of the County occur; such as accidents or unforeseeable failure in equipment, which are essential to the operation of the County.
2. In the event that the circumstances surrounding the emergency do not allow sufficient time to convene the Board of Supervisors, the County

Administrator, or designee may authorize emergency purchases in excess of \$10,000.

3. If the emergency purchase requirements are met, the County Administrator, or designee shall take informal bids if time allows.
4. In all cases of emergency purchases by the County Administrator or designee, the following must be submitted to the Board of Supervisors at the next meeting following the purchase:
 - a. A detailed purchase description outlining the critical nature of the need to purchase
 - b. An invoice if goods have been received
 - c. A written account explaining why an emergency was declared
 - d. The effects of the emergency on County operations or the public
 - e. Why the particular vendor was chosen.
5. All emergency purchases will be reviewed carefully by the Board of Supervisors at the next regularly scheduled meeting to assure that the use of the procedure is not being abused.

26. PURCHASING CARD POLICY

POLICY

It is the policy of Scott County to have a Purchasing Card Program. This program is intended to replace blanket orders and purchase orders used to purchase items of small dollar value (<\$2,500).

SCOPE

This policy is applicable to all offices and departments within Scott County Government and other component units that participate in the Scott County Purchasing Card program.

BENEFITS

Department staff will be able to procure purchases without emergency claim voucher requests or filling out credit applications for vendors that will be only used once. Staff in the field and in the office will be able to make purchases to support their core functions in a much more effective manner, requiring fewer trips and will be able to get items much quicker. These efficiencies will allow the various groups to focus their energies on the more important core aspects of their jobs. This policy and the program structure will support efficiency while maintaining accountability and approval structures.

GENERAL PROGRAM PROVISIONS

This card is to be used to make county purchases as outlined herein. With the approval of the Purchasing Card application by the Department Head/Elected Official, the cardholder has been delegated expenditure and purchasing authority. Said authority is delegated only as it applies to the scope of the cardholder's job and as outlined by the cardholder's immediate supervisor and Department Head or Elected Official. The implied purchasing and expenditure authority of the purchasing card is NOT intended to supersede nor enhance the fiscal authoritative limitations that exist within each Department/Office. For the cardholder: you are only authorized to make purchases for which your supervisor or Department Head/Elected Official has expressly granted and delegated you proper authorization.

The Purchasing Card is not a personal credit card and remains the property of Wells Fargo Bank. The liability for all outstanding charges on the card is with the County; therefore, the card must only be used for purchases required in the normal course of business.

The Purchasing Card that the cardholder receives has his/her name embossed on it. It

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may not be transferred to, assigned to, or used by anyone other than the designated cardholder.

Employees must attend a training session prior to card issuance. Each card holder must sign the *Acknowledgement of Scott County Purchasing Card Policy form* (attachment B) prior to being issued a purchasing card.

It is the responsibility of each cardholder to be acquainted with the Purchasing Policies and guidelines of the County and to make card purchases in accordance with these policies. .

The cardholder is responsible for following department guidelines for making purchases, being fiscally responsible with county funds, ensuring receipt of materials and supplies, obtaining acceptable receipts and resolving any discrepancies or damaged goods issues. The cardholder is responsible to assure that the purchase made with public funds has a public purpose.

Cards may be revoked for misuse or non-compliance with procedures. Additionally, disciplinary procedures up to and including termination may result from misuse of the Purchasing Card. The County retains the right to cancel a cardholder's Purchasing Card.

The County may have existing contracts with suppliers for guaranteed/discount pricing. The Purchasing Division provides services to cardholders to allow for competitive purchasing and pricing through pre-negotiated pricing lists or competitive quotes. Contact purchasing for assistance to ensure that county dollars are spent in an effective and efficient manner.

ADMINISTRATIVE PROCEDURES

Program Administrator

Two Program Administrators will coordinate the Purchasing Card Program. The Cardholder Program Administrator will be the Operations Manager, Facility & Support Services who will follow procedures set forth in this policy. This Program Administrator shall be the liaison between the cardholder and the purchasing card system. This Administrator shall issue cards, make card changes, help with transaction disputes and other cardholder related tasks. This cardholder administrator along with the Director of Facility and Support Services shall also facilitate the training required by this policy.

The Accounting Program Administrator shall be the Budget Manager who will follow the procedures set forth in this policy. This Administrator shall coordinate the reporting, accounting and funds transfers for the Purchasing Card Program. This Administrator shall oversee and audit the period close-out process and liaison with claims clerks on close-out and reporting issues. This program administrator shall prepare the required period reports for the purchasing card program (see Reports below).

Both Administrators shall provide for a backup within their department, and shall provide adequate training thereof. All persons performing Program Administrator functions shall ensure the integrity, consistency and compliance of the program with the policies and procedures herein.

Reports

The Accounting Program Administrator shall download period transaction information at the conclusion of each four-week accounting period. The transaction information shall be audited for completeness and compliance with the county chart of accounts. If necessary, revisions to the transactions shall be made to ensure data integrity for the import into county accounting data systems.

The Accounting Program Administrator shall prepare and distribute the following purchasing system reports immediately following the close of the current purchasing card cycle:

1. Exception Report - this report documents any transactions that are not in compliance with provisions of this policy including unwarranted sales tax, missing receipts, incomplete receipts, etc.
2. General Ledger Report - this report documents the information that will be imported into the county accounting data system including department, vendor, account, amount, posting date, etc. for each individual transaction during the period.
3. Newspaper Report - This report summarizes and sub-totals the amount paid to each vendor for publication in the newspaper.

Policy Review and Revisions

This policy and these procedures shall be reviewed annually by the County Financial Review Committee for possible recommended changes. Said revisions or changes shall be prepared as recommended by the County Administrator or the Director of Facility and Support Services and forwarded to the Board of Supervisors for their consideration and action. The Cardholder Program Administrators along with the Director of Facility and Support Services shall provide training for cardholders, claims processors and/or department heads as required for substantive changes to the policy or procedures herein.

This program is designed to be easy to use and flexible. Therefore, user feedback is crucial. In order to make this program as effective as possible, Purchase Card users must notify the Program Administrators of all problems encountered with the card. Users should also communicate any comments related to the reporting, documentation, procedures, and use restrictions related to the Purchasing Card Program. This program is designed to be an important tool to help card users perform their job.

General Responsibilities

This card is to be used to make county purchases as outlined herein. The transactions and credit limits on the card are determined by the Department Head/Elected Official within policy limits and are dependent upon the requirements of the cardholder's position and function. Department Heads/Elected Officials should use "standard" transaction and period limits for cards whenever possible to ensure adequate program control and accountability. Higher limits should only be used when necessary to afford the cardholder the ability to efficiently make higher dollar purchases routinely required for their job. With the approval of the Purchasing Card application by the Department Head/Elected Official, the cardholder has been delegated expenditure and purchasing authority.

The Purchasing Card is not a personal credit card and remains the property of Wells Fargo Bank. The liability for all outstanding charges on the card is with the County. Therefore, the card must only be used for purchases required in the normal course of business. All purchases are to be documented with an itemized receipt. Failure to provide a receipt of the purchased transactions could result in personal liability of the transaction.

Personal Use of Purchasing Card

Cardholders shall not use the Purchasing Card for personal purchases with the intent of reimbursing the County. Cardholders are, under no circumstances, allowed to make personal purchases using the Purchasing Card. Violation of this provision will result in revocation of the purchasing card, disciplinary action, collection proceedings and possible criminal actions. Any violations of this provision shall be reported on the exception report.

Cash Advances

The Purchasing Cards are not set up to allow nor intended to be used for any type of a cash advance.

Purchasing Card and System Controls

The Purchasing Card is different from a personal MasterCard/Visa. It has the ability to control use in the following ways:

- Maximum dollar amount of each transaction (see section "Card Limits"
- Total spending limit per cycle
- Merchant Category Code (MCC)

The "Delegation of Authority" that has been provided to each cardholder sets the maximum dollar amount for each single purchase or transaction (Single Purchase Limit), and a total for all purchases made within a given billing cycle (28 days).

Each time a cardholder makes a purchase, the limits will be automatically checked and

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the authorization request will be declined should the amount exceed those limits.

The credit limit on each card was preset based on certain usage assumptions. If the credit limit on your card is not adequate to handle planned purchases, contact your department head who will determine if spending limits on the card need to be increased and will contact the Cardholder Program Administrator.

The Merchant Category Code (MCC) allows for restriction of card use by type of business. Each business is classified by the services or products that it supplies and is given a specific MCC. Therefore the Purchasing Card can be restricted for use at specific types of businesses by excluding specific MCC Codes from authorized use.

Card Limits

	Per Transaction	Per Billing Cycle
Standard	\$ 500.00	\$ 2,500.00
Intermediate	\$2,500.00	\$25,000.00
Enhanced	\$5,000.00	\$25,000.00

The base limit for cards issued shall be the standard amount listed above. A Department Head or Elected Official may request the enhanced card limit ONLY if the card user is expected to ROUTINELY make purchases that would exceed the standard card limits.

Emergency Raised Card Limits

The County Administrator may request additional higher emergency spending limits/authorization for certain emergency or special situation such as: natural disasters, disaster recovery, business continuity, etc. Such request should be made during a regular Board meeting when possible, but may be made pursuant to the emergency procedures in Policy 11.

Purchasing Card Security

It is the card holder's responsibility to immediately sign the back of the card upon issuance. The Purchasing Card should be kept in a secure location at all times. The cardholder should be the only one using the card. It is the cardholder's responsibility to ensure the security of the card.

The cardholder shall guard the account number carefully. Do not post it at your desk or write it in any place that is easily accessible to others.

Similar to a personal credit card, if the Purchasing Card is lost/stolen you must immediately notify Wells Fargo Bank by phone (See Contact List-Attachment A). You must also notify the Cardholder Program Administrator and your immediate supervisor. The card will be immediately suspended and a replacement card will be issued.

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Card Issuance / Changes / Suspension / Cancellation

To request a Purchasing Card, additional cards, or changes to existing cards, Department Heads shall contact the Cardholder Program Administrator and request card changes using provided request form. All requests must be approved by the Department Head/Elected Official or their designated representative.

If an employee leaves the department, whether transferred to another County Department or terminated, it is the Department Head/Elected Official's responsibility to obtain the Purchasing Card from the cardholder that is terminated/transferred, notify the Cardholder Program Administrator to cancel the card, cut the card in half, and return it to the Cardholder Program Administrator.

Exceptions are issues relating to purchases or transactions that are not in compliance with the provisions of this policy. Each reporting cycle, these issues are reported on the Exception Report.

Cardholders will have the opportunity to resolve minor exceptions (sales tax, missing, inaccurate or incomplete receipts) and have the issues removed from the exception report if resolved within 30 days. Once removed, the exceptions will not count against a Cardholder. Major infractions (personal charges, split transactions, inappropriate use, etc) will NOT be removed, even if resolved. Habitual violators of the policy will also not have the opportunity to remove items from the exception list. Major infractions with blatant disregard for the provisions of this policy may result in immediate revocation and/or suspension of card holder privileges.

Cardholders that have 3 or more minor exceptions within a 6-month period shall have their cardholder privileges revoked and their card suspended until they are retrained on this policy. Under the discretion of the Cardholder Program Administrator or Accounting Program Administrator an employee may be required to complete training on the policy for a single minor exception. A permanent revocation of the purchasing card and privileges may result from a blatant major infraction(s) or habitual minor infractions and repeated suspensions. The Program Administrator will notify the Human Resources Director of any actions taken.

Personal Credit Rating

The Purchasing Card and all the charges on it are County liabilities. Therefore, it has no impact on your personal credit rating.

Audits

To ensure the success of the Purchasing Card program and the County's financial responsibility, continual audits of a cardholder's Purchasing Card documentation and files will occur.

The primary purpose of the audit is to ensure that complete and accurate record keeping

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is occurring and that all Purchasing Card program procedures are being followed.

Auditing and oversight occurs at many levels within the program. Claims clerks audit purchases as part of the reconciliation process. Department Heads or designees review department purchases as they approve the submission of the reconciliation documents. The Accounting Program Administrator reviews all purchases and receipts for policy compliance and proper accounting. The Auditor's Office reviews all purchases, documentation and accounting of the program. The County's independent annual financial audit includes a sample audit of the program each year.

Guidelines for Card Use - Cardholder Responsibilities

Purchasing Cards shall be used for "point of sale" transactions only. Those are defined as purchases made at a physical location. This provision does not preclude cardholders from making purchases remotely via the internet or telephone. It does, however prohibit contacting a vendor to charge an invoice to the purchasing card that was previously invoiced as a traditional bill. Invoices received that were not made via purchasing card must be paid via the traditional accounts payable methods to avoid duplicate payment and unnecessary confusion.

Examples of the types of transactions your Purchasing Card should be used for including, but not limited to:

- Office Supplies
- Repair Parts
- Miscellaneous Operating Supplies
- Items specified on County Contracts
- Travel expenses including airfare and hotel (no meals; employee portion only if traveling with others)
- Seminar and training registration fees

If you locate a supplier that will accept our purchasing card, but are unsure if it is an unauthorized use of the card, call the Cardholder Program Administrator

The cardholder is responsible for ensuring receipt of materials and supplies, and resolving any receiving discrepancies or damaged goods issues. The cardholder is responsible to assure that the purchase made with public funds has a public purpose.

The County may have existing contracts with suppliers for guaranteed/discount pricing. The Purchasing Specialist will notify county departments of any and all preferred suppliers discounted contracts. Purchasing off competitively bid contracts for routinely purchased items is the most cost-effective method of procurement. Purchasing items from non-preferred suppliers when an agreement between the County and a supplier exists must be explained. Repeated violations will result in revocation of card privileges.

General Instructions On How To Purchase

- Identify a transaction that you wish to make with the Purchasing Card.
- Determine the transaction is not one of those prohibited by County/Departmental policy. If not prohibited, proceed with the transaction.
- Order Item via in-person purchase, internet or phone transaction.
- Submit Purchasing Card to cashier or submit card number and expiration date via the phone or internet. Vendors may also require the 3 digit security code located on the back of the card. Verify that websites used provide for encryption or other security to safeguard cardholder information. Never type purchasing card number into a free text field or send your entire credit card number and expiration date in the body of an email. Reputable sites clearly post security information. If you are unsure if the site you are trying to use is adequately secure, contact the IT Department for advice or assistance.
- Notify the supplier that the County is tax-exempt and should not be charged sales tax. The Federal tax ID number and Illinois tax exempt number is located on the face of the card. Upon receiving receipt make sure that sales tax has not been charged.
- Processing fees are not to be paid by Scott County. Charging the consumer these fees is specifically against the vendor's merchant agreement with Visa/MasterCard.
- When ordering over the phone/internet provide the supplier with your complete shipping instructions including name, street address, and internal location information. Instruct the supplier to include in the delivery package a receipt or packing slip detailing what was purchased and the amount of each item.
- When making purchases on line, ensure that the internet vendor has a secure site. The address window must start with https://. Look for a "lock icon" on the web page. When placing an order over the internet, the cardholder must confirm that the merchant will charge the purchasing card only when a shipment is made. The card holder must also request that a detailed packing slip be included with the items when sent. If items are back ordered, the County may not be charged except upon shipment of the merchandise. The back ordered merchandise must be received in the billing cycle in which the charge was made. The card holder must print a copy of the on-line sales receipt at the time of the on-line purchase for use as the receipt for reconciliation purposes.
- If purchasing in person, review sales slip to determine all amounts were properly charged, sales tax was not assessed, and retain the receipt.

For all types of purchasing card transactions it is the *cardholder's responsibility* to obtain acceptable receipt(s) documenting the transaction. Said receipts should be obtained at the time of the transaction and turned into the claims clerk as soon as possible to avoid "end of the cycle" issues and to allow clerks the opportunity to reconcile periodically throughout the cycle. Acceptable receipts should be original (avoid photo copies and faxes) wherever possible. Acceptable receipts should include the last four digits of the card number and detailed information about what was purchased. Cardholders should mark "PC" in bold, visible letters on the receipt to properly identify the receipt and facilitate routing to the proper accounting stream.

Should a required receipt be lost or not obtained by the employee, a signed

statement by the employee and Department Head/Elected Official explaining the circumstance and documenting the expense should be completed by the employee for the Program Administrator's review. If the expense is deemed reasonable by the Program Administrator it shall be paid through the purchasing card. Transactions documented in this manner will be reported on the Exception Report as a minor exception.

Sales Tax

The cardholder is responsible for indicating to the supplier that the County is tax exempt, and therefore, should not be charged sales tax. Repeated neglect by the cardholder to ensure that the supplier does not charge sales tax will result in card privileges being revoked. All sales tax should be avoided wherever possible. If sales tax appears on a purchasing card transaction, it is the cardholder's responsibility to reverse those charges or seek out credit for the tax amounts.

Unauthorized Uses

Cardholders shall NOT make purchases with the county purchasing card that are not for authorized county uses and specifically approved within the management structure of their particular department, elected office, or agency.

Further, certain types of purchases are strictly forbidden per this policy regardless of Department Head, Elected Official, or agency authorization.

- Personal Use - Cardholders are, under no circumstances, allowed to make personal purchases using the Purchasing Card. Violation of this provision will result in revocation of the purchasing card, disciplinary action, collection proceedings and possible criminal actions.
- Meals - No meals will be allowed on the purchasing card. Food provided as part of training or meeting events, where the County is the training or meeting event organizer, and as approved by the Department Head or the designee may be purchased. Sheriff Transportation Deputies while transporting inmates are exempt from this provision
- Items that are *not* within your departments authorized budget.
- Individual purchases which have been artificially separated from larger or bulk requirements to fall within spending limits
- Professional Services and 1099 Services

Why Approval May Be Denied

If a supplier advises that card approval has been denied, it is most likely a violation of one of the established levels of authority checks.

- Example- the purchase exceeds the single dollar transaction limit on the card.
- Example- the account is over the set cycle limit.
- Example- transaction is a violation of the Merchant Category Code.

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- Example- the expiration date or three digit security code was incorrectly entered by the merchant.

The supplier will not have information related to the reason for denial, nor does the cardholder have the authority to obtain this information from the Bank. If a transaction is denied, the cardholder should contact the Cardholder Program Administrator for assistance. Please allow 24-48 hours for that information to become available.

Disputed Charges

If there is a problem with a purchased item or charges for a transaction, the card holder should first try to reach a resolution with the vendor that supplied the item. Most problems can be resolved expeditiously in this manner.

If the cardholder is unable to reach an agreement with the supplier, contact the Cardholder Program Administrator. This Program Administrator can assist the cardholder in resolving the dispute and can involve Wells Fargo (the card issuer) in the dispute if necessary. Similar to all credit cards the County Purchasing Card program does have the ability to place transactions in a disputed status to give further time to resolve the dispute.

Any disputed charges are placed in a suspended account and subtracted from the payment due. Once final resolution is reached the charge is either reapplied to the balance due, or permanently removed from the account.

Reconciliation Responsibilities (For claims clerks, Department Heads, Elected Officials and agencies)

- Online statements are available continuously at www.wellsfargo.com.
- The billing cycle for the Purchasing Card is every fourth Thursday. Exceptions to this may occur due to holidays when cycle periods may be shortened to allow for reconciliation on regularly scheduled work days. Reconciliations by claims clerks with Department Head/Elected Official/ Agency approval must occur on that day to ensure that documentation is provided as funds are transferred to Wells Fargo.
- Clerks are encouraged to reconcile weekly to reduce the amount of work at the end of the cycle.
- Cardholder is required to provide all sales receipts, for the transactions listed on the statement immediately. In the event a receipt is lost or misplaced; it is the cardholder's responsibility to obtain a duplicate receipt. Verify transactions on the statement with actual sales receipts and packing slips. If there is a disputed billing, follow the procedures as noted.
- Claims clerks will print cardholder reconciliation sheets and attach all receipts. In addition, a department summary sheet must be attached with all cardholder sheets beneath. The signature of the Department Head/Elected Official or designee is required (similar to payroll and accounts payable).
- NOTE: If a cardholder had no purchase activity on the purchasing card for a particular billing cycle, no Statement of Account will be generated for that cardholder

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unless adjustments for previously billed transactions are processed during that billing cycle.

Approval of Card Use

Department Heads/Elected Officials or designees, because of their knowledge of the job responsibilities of the cardholders, are required to look at each cardholder's purchases, and at the merchant who made the sale in order to determine if these items were for official County use and if they were allowed to be purchased in accordance with the instructions provided.

If for any reason the Department Head/Elected Official or designee questions the purchase(s), it is their responsibility to resolve the issue with the cardholder. If they cannot be satisfied that the purchase was necessary and for official county use, then the cardholder must provide a Credit Voucher proving item(s) have been returned for credit. Unauthorized use of the Purchasing Card will result in revocation, possible collection and potential disciplinary action, up to and including termination of employment.

Non-substantive modifications to appendices may be updated without approval of the Board of Supervisors.

Draft for discussion purposes

Attachment A

SCOTT COUNTY PURCHASING CARD PROGRAM CONTACT LIST:

Cardholder Program Administrator:

Operations Manager, Facility & Support Services

600 West 4th Street, Davenport, IA

Phone: (563) 328-3241

Fax: (563) 328-3245

E-mail: Tammy.Speidel@scottcountyiowa.com

Accounting Program Administrator:

Budget Manager

600 West 4th Street, Davenport, IA

Phone: (563) 326-8651

Fax: (563) 328-3285

E-Mail: david.farmer@scottcountyiowa.com

Administrative Assistant

600 West 4th Street, Davenport, IA

Phone : (563) 326-8604

Fax: (563) 328-3285

E-Mail Chris.Berge@scottcountyiowa.com

Wells Fargo Bank Customer Service: 800/932-0036

Contact Customer Service 24-hours per day/7-days per week to report lost or stolen cards. This should also be reported to the Cardholder Program Administrator and the cardholder's immediate supervisor.

Attachment B

**ACKNOWLEDGMENT OF SCOTT COUNTY
PURCHASING CARD POLICY IN EXCHANGE FOR ISSUANCE OF
WELLS FARGO BANK PURCHASE CARD**

Scott County ("County") is pleased to present you with this purchasing card. It represents the County's trust in you and your empowerment as a responsible agent to safeguard and protect our assets.

I, _____ (Print Name), hereby acknowledge receipt of a Scott County Wells Fargo Purchasing Card, number (last 8 digits) _____. As a Corporate Cardholder, I agree to comply with the terms and conditions of this Agreement, including the "Scott County Purchasing Card - Policies and Procedures" outlined in cardholder training and contained in Scott County General Policy 26.

I acknowledge receipt of said Agreement and Procedures and confirm that I have read and understand the terms and conditions. I understand that the County is liable to Wells Fargo Bank for all County charges.

I agree to use this card for County approved purchases only and agree not to charge personal purchases. I understand that the County will audit the use of this card and report any discrepancies.

I further understand that improper use of this card may result in disciplinary action, up to and including termination of employment. Should I fail to use this card properly, I authorize the County to deduct from my salary that amount equal to the total of the discrepancy. I also agree to allow the County to collect such amounts even if I am no longer employed by the County.

I understand that the County may terminate my right to use this card at any time for any reason. I agree to return the card to the County immediately upon request or upon termination of employment.

Applicant: _____

Signature: _____

Date: _____

Last 4 Digits of Social Security #: _____

Department / Agency _____

Attachment C

Scott County Purchasing Card Program

Request for Purchasing Card Issuance

Department: _____ **Date:** _____

As Department Head of the above named department I am requesting the issuance of purchasing cards to the following individuals under my span of control. I understand that each cardholder must attend training as required by the Purchasing Card Program Administrator prior to card issuance and activation. Said training is intended to inform and orient cardholders to the policies and procedures regarding the Purchasing Card Program, Scott County General Policy #26.

I understand that the use of purchasing cards by our department must only occur in accordance with the above-mentioned policy.

Requested Cardholders:

1)	2)
SSN:	SSN:
Card Limit	Card Limit
Default FUND	Default FUND
Default DEPT	Default DEPT
Default PROGRAM	Default PROGRAM
Default STATE PROGRAM AREA	Default STATE PROGRAM AREA
Default STATE OBJECT CODE	Default STATE OBJECT CODE
3)	4)
SSN:	SSN:
Card Limit	Card Limit
Default FUND	Default FUND
Default DEPT	Default DEPT
Default PROGRAM	Default PROGRAM
Default STATE PROGRAM AREA	Default STATE PROGRAM AREA

Draft for discussion purposes

Default STATE OBJECT CODE

5)

SSN:

Card Limit

Default FUND

Default DEPT

Default PROGRAM

Default STATE PROGRAM AREA

Default STATE OBJECT CODE

7)

SSN:

Card Limit

Default FUND

Default DEPT

Default PROGRAM

Default STATE PROGRAM AREA

Default STATE OBJECT CODE

Default STATE OBJECT CODE

6)

SSN:

Card Limit

Default FUND

Default DEPT

Default PROGRAM

Default STATE PROGRAM AREA

Default STATE OBJECT CODE

8)

SSN:

Card Limit

Default FUND

Default DEPT

Default PROGRAM

Default STATE PROGRAM AREA

Default STATE OBJECT CODE

Department Head Approval:_____

Are there currently other cardholders in the department? Y / N

Department #_____

21. POSTING OF MATERIAL POLICY

POLICY

It is the policy of Scott County to make available locations for the posting of printed material in County buildings.

SCOPE

This policy applies to all departments and offices within the County. Whenever the provisions of this policy are in conflict with the Code of Iowa, the provisions of the Code of Iowa will prevail.

ADMINISTRATIVE PROCEDURES

A. Public Locations Bulletin Boards

The County shall provide a location within public buildings for the posting of Official County and Government materials; including but not limited to meeting agendas and minutes, public notices required by law, holiday office closures and information regarding programs supported with county funds. All other types of postings, including but not limited to political literature and commercial ventures are strictly prohibited.

B. Employee Bulletin Boards

Employees shall be provided space in departments for a bulletin board and access to an electronic bulletin board on the intranet. Employees are expected to utilize the electronic bulletin board for posting items and not the email server. Space on the bulletin board(s) shall be designated for the union(s) use. Employees shall comply with the following guidelines when posting items on employee bulletin boards:

1. Employees are permitted to post personal solicitations for sale of personal property, community events, charitable drives (such as food or clothing drives) and for the announcement of personal events (such as wedding or birth announcements).
2. Employees are prohibited from posting solicitation for commercial, religious or political causes.
3. Employees are prohibited from posting any item in violation of the Employee Conduct Policy, Workplace Harassment Policy, Workplace

Violence Policy or Technology Use Policy.

4. The County will not daily monitor the posting of items, but retains the right to access, review, remove or delete any items deemed inappropriate. Prior to removing items on the union portion of a board, the Human Resource Director will consult with the Union President/Chief Steward.

C. Free-cycle-Cycle Board

The County will provide a board on the intranet for the posting of County surplus items no longer needed for use within the department. If an employee has received proper authority they may list items to be free-cycled for use by other departments. Employees are reminded that free-cycle items remain County property and should be used solely for County business purposes.

D. Posting of items other than on Boards

1. Departments should follow discretion when placing literature within the offices so as not to distract from the office appearance and decor.
2. Items posted outside of elevators shall be of a general public interest and meet the guidelines of paragraph A of this policy. Approval for posting is obtained through the Assistant County Administrator.
3. Items posted in stairwells, internal doors or employee exits shall be limited to employee notices such as Human Resource reminders, FSS notices, wellness events or United Way events.
4. Email systems should not be utilized for items that would be better posted on the Employee Electronic Bulletin Board.
5. Requests for posting of items (such as links or events) on the County's website or social media sites shall be made through the Webmaster and approved by the Assistant County Administrator.

1. BOARD OF SUPERVISORS' APPOINTMENTS

POLICY

It is the policy of Scott County to ensure fair and unbiased selection of qualified applicants, along with gender balance, when considering appointments to Boards and/or Commissions. Additionally the County shall when required by law make specific appointments of individuals to positions as public officials.

SCOPE

This policy is applicable to individuals involved in the Boards and/or Commissions appointments process.

ADMINISTRATIVE PROCEDURES

- A. This appointment will be put on the Committee of the Whole agenda for review 3 months prior to the term expiration. This will provide time for interested parties to step forward, review contributions of current appointment and the Board to seek gender balance when appropriate. The Board will review the reappointment of members with long tenure in order to balance the continued expertise on the Board or Commission with a desire to consider the succession of membership. However a staff member may be reappointed regardless of tenure on the committee.
- B. In compliance with state law prior to making an appointment to a Board or Commission the Board of Supervisors shall consider the current gender balance of the Board or Commission. The Board of Supervisors will make a good faith effort of at least three months to appoint a qualified individual of the appropriate gender to fill a vacancy on a Board or Commission. When there are multiple appointing authorities the Board of Supervisors will coordinate with the other appointing authorities to avoid a violation of state law.
- C. The appointment will be formally approved at the formal meeting of the Board.

- D. In recognition of contributions made during years of dedicated service as an appointment to a Scott County Board or Commission, an individual who has served five years or more will receive a resolution approved by the Board of Supervisors upon ending their service as an appointment. This resolution will then be presented to the individual at a Board of Supervisor's meeting when possible. An individual who has served less than five years will receive a letter of appreciation from the Board of Supervisors upon ending service as an appointment to the respective Board or Commission.
- E. The following list is a summary of Boards and Commissions and Public Officials to which the Board of Supervisors appoint members or individuals:

Boards and Commissions Appointments

Airport Zoning Commission
Airport Zoning Board of Adjustment
Benefited Fire District #1 (Princeton)
Benefited Fire District #2 (McCausland)
Benefited Fire District #3 (Eldridge)
Benefited Fire District #4 (Long Grove)
Benefited Fire District #5 (Donahue)
Benefited Fire District #6 (Walcott)
Board of Health
Building Board of Appeals
Civil Service Commission (2 out of 3 members)
Compensation Board (2 out of 7 members)
Condemnation Jury
Conservation Board
Judicial Magistrate Appointment Commission
Library Board
Mental Health/~~Disability Services~~Developmentally Disabled
Advisory Committee
Planning and Zoning Commission
Public Safety Authority
Veterans Affairs Commission
Zoning Board of Adjustment

Individual Appointments to a Board or Commission

Beautification Foundation
Bi-State Revolving Loan
Citizen Advisory Board of the Mental Health Institute
Community Action of Eastern Iowa

Draft for discussion purposes only

Community Benefit Committee-Genesis

County Assessor Examining Board

Eastern Iowa Mental Health – Disability Services Region

~~DHAC (Medic) Board~~

Medical Examiner

Quad City Convention and Visitors Bureau

Quad City Riverfront Council

River Bend Transit

~~Vera French Mental Health Center~~

Weed Commissioner

Chair Appointments to a Board or Commission

Bi-State Regional Commission

Intergovernmental Committee

Eastern Iowa MH/DS Regional Governing Board

Emergency Management Agency

Quad City First

~~River Bend Transit~~

Rock Island Arsenal Development Group

Scott County REAP

Scott County Watershed

Seventh Judicial District Court Services Board

Region 9 Transportation

Urban Transportation

Urban County Coalition

Waste Commission of Scott County

Workforce Development Region

Draft : _____ purposes only



BOARDS & COMMISSION PERSONAL DATA FORM

Name: _____ Desired Board: _____

Address: _____

City: _____, IA Zip _____

Preferred Form of Contact:

Phone(s): _____ E-mail: _____

Geographic Location of Residence: City Rural/County

Gender: Female Male

Employer: _____

Address: _____

City: _____, State: _____ Zip _____

In order to assure compliance with Iowa Code §331.342 (Conflict of Interest); please list any businesses you have an ownership interest in that may contract with the County on occasion: _____

Please list any past governmental Boards, Commissions or Task Forces you've served on and the dates of service: _____

Please list any past volunteer experiences: _____

This form assists the Board of Supervisors in ensuring compliance with state law as it relates to gender balance and geographic balance when applicable.

Signature

Date: _____

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

_____.
DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

January 28, 2016

APPROVING VARIOUS HUMAN RESOURCES AND GENERAL POLICIES

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

Section 1. That Human Resources Policy G "Employee Conduct" updates the policy by adding language on ethics and proper purchases.

Section 2. That General Policy 11 "Purchasing" updates the policy by adding language on ethics of purchasing.

Section 3. That General Policy 26 "Purchasing Card" updates the policy by adding language on ethics of purchasing.

Section 4. That General Policy 21 "Posting of Material" updates the policy to provide clearer direction on use of the employee bulletin board and outside requests for links from webpage.

Section 5. That General Policy 1 "Boards and Commissions" updates the Board's lists of appointments.

Section 6. This resolution shall take effect immediately.

HUMAN RESOURCES DEPARTMENT

600 West Fourth Street
Davenport, Iowa 52801-1030

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



Date: January 19, 2016
To: Board of Supervisors
From: Mary J. Thee, Human Resources Director/Asst. County Administrator
Subject: Settlement of Teamster Collective Bargaining Agreement

We were able to negotiate a three year agreement with the Teamsters (i.e. Corrections staff). The economic package includes a 2% general wage for FY17; 2% for FY18 and 2% for FY19. Additionally they will be receiving a \$75 increase in their uniform allowance. In return they have agreed to phase in some of the desired changes to the Health Lifestyle programs so that spouses will be tested in the future.

If you have additional questions about the agreement or would like a copy of the final agreement, please let me know.

Cc: Dee Bruemmer, County Administrator

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

January 28, 2016

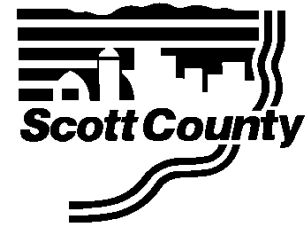
APPROVAL OF COLLECTIVE BARGAINING AGREEMENT BETWEEN SCOTT
COUNTY AND TEAMSTERS LOCAL 238

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

Section 1. That the terms of the agreement reached between representatives of Scott County and the Chauffeurs, Teamsters and Helper's Local Union No. 238 is hereby approved. That the agreement shall be in effect July 1, 2016 through June 30, 2019.

Section 2. This resolution shall take effect immediately.

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



Item 10
01-26-16

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

January 19, 2016

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:

Brent A. Colvin
3622 May Lane
Davenport, IA 52802

Suspend: The 2014 property taxes due in March 2016 in the amount of \$433.00 including interest and a special assessment in the amount of \$113.40.

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

R E S O L U T I O N
SCOTT COUNTY BOARD OF SUPERVISORS
JANUARY 28, 2016

**SUSPENDING THE 2014 PROPERTY TAXES DUE IN MARCH 2016 FOR BRENT A. COLVIN, 3622
MAY LANE, DAVENPORT, IOWA IN THE AMOUNT OF \$433.00 INCLUDING INTEREST AND A
SPECIAL ASSESSMENT IN THE AMOUNT OF \$113.40.**

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

- Section 1. The 2014 property taxes due in March 2016 for Brent Colvin, 3622 May Lane, Davenport, Iowa in the amount of \$433.00 including interest and a special assessment in the amount of \$113.40 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.

DENNIS CONARD, SHERIFF

Item 11
01-11-16



Thomas B. Gibbs
Chief Deputy Sheriff

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

400 West 4th Street
Davenport, Iowa 52801-1187

www.scottcountyiowa.com
sheriff@scottcountyiowa.com

Date: January 20, 2016

Memo To: Board of Supervisors

From: Sheriff Dennis Conard

REF: Iowa Homeland Security Grant

Enclosed are the terms and conditions for the 2014 Iowa Homeland Security Grant. Scott County has been approved by the Iowa Department of Homeland Security for \$138,000 to replace the current vehicle for the Quad City Bomb Squad. There are no requirements for matching funds. This is a pass-through grant, so Scott County would simply act as the purchasing authority and be reimbursed for the entire purchase of this vehicle.

Though this vehicle will be added to the Scott County Sheriff's Office fleet, the vehicle will be housed in a storage building in Rock Island County, just like the current bomb squad vehicles. Anyone driving the vehicle is insured by the jurisdiction in which they are employed and all maintenance and/or repairs are shared among all the agencies of the Quad City Bomb Squad.

Because the award is from the 2014 Iowa Homeland Security grant, there is a time crunch. We must go out for bid, the vehicle must be delivered and the grant must be completed by June 30, 2016. The approved grant application has been requested to be processed by my office by the end of this week.

Also attached are the Quad City Bomb Squad Standard Operations Procedural Manual and the Quad City Bomb Squad 28E Agreement.

Please feel free to contact me with any questions.

Federal Program:	2014 Homeland Security Grant Program (HSGP)
Federal Granting Agency:	U.S. Department of Homeland Security (DHS) & Federal Emergency Management Agency (FEMA)
State Administering Agency:	Iowa Department of Homeland Security & Emergency Management (HSEMD)
GRANT TERMS & CONDITIONS	

1. COMMITMENT TO AWARD AND ACCEPT FUNDS AND GRANT TERMS & CONDITIONS

The Homeland Security Grant Program (HSGP) Commitment to Award and Accept Funds and the Grant Terms & Conditions are issued by the Iowa Homeland Security Emergency Management Department (HSEMD) as the State's Administrative Agency (SAA) for federal preparedness grants. Together, these documents provide the terms and conditions associated with accepting this sub-grant.

Before you incur costs or receive any of the federal grant funds awarded to you, you must establish acceptance of the grant and Grant Terms & Conditions. To establish acceptance of the grant and grant terms and conditions, return the signed copy of the Commitment to Award and Accept Funds by the due date stated on the form.

In the event that a Grant Adjustment Notification is issued, or a change to the grant terms and conditions is made, sub-grantee acceptance of changes may not be indicated.

2. SCOPE OF WORK

Funding through this federal program plays an important role in the implementation of the National Preparedness Goal (NPG). Funding shall be used for costs related to planning, organization, equipment, training and/or exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This sub-grant project provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters and other emergencies.

A more detailed project scope of work, timeline, and budget has been submitted in IowaGrants.gov and evaluated by team review, and approved. This application has been allocated funds by the SAA as a sub-grant. Only activities, goods and services that relate to the scope of work in the approved final application will be funded.

3. AWARD SUSPENSION OR TERMINATION

HSEMD, as administering agency, may suspend or terminate sub-grant funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the award scope of work, failing to follow the grant terms or conditions, failing to submit required reports, filing a false certification in the application or other report or document, and/or non-performance.

Sub-grantee may also terminate this Award. To terminate, a 30-day written termination notification must be provided by HSEMD or sub-grantee, via registered or certified mail, return receipt requested. Any costs incurred earlier than the date of receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment.

4. Assurances, Administrative Requirements and Cost Principles

Sub-grantee shall comply with state and federal laws; the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements; and state and federal grant guidance. A nonexclusive list of regulations commonly applicable to FEMA grants administered by HSEMD is listed below:

A. Federal laws (*see Appendix 2*)

- | | |
|--|--|
| 1. Lobbying Prohibitions | 9. Civil Rights Act of 1964 |
| 2. Acknowledgement of Federal Funding from DHS | 10. Civil Right Act of 1968 |
| 3. Copyright | 11. Americans with Disabilities Act of 1990 |
| 4. Use of DHS Seal, Logo and Flags | 12. Age Discrimination Act of 1975 |
| 5. Activities Conducted Abroad | 13. Title IX of the Education Amendments of 1972 |
| 6. Fly America Act of 1974. 40118) | 14. Rehabilitation Act of 1973 |
| 7. Drug-Free Workplace Regulations | 15. Limited English Proficiency |
| 8. Trafficking Victims Protection Act of 2000 | 16. USA Patriot Act of 2001 |

B. Federal Administrative Requirements

1. Office Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS Regulations at Title 44, Code of Federal Regulations (CFR), Part 13.
 - a. **13.20 Standards for financial management systems.** Includes statement that accounting records must be supported by source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, contracts, etc.
 - b. **13.21 Payment.** Includes statement that methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the sub-grantee.
 - c. **13.22 Allowable costs.** Includes statement that applicable Office of Management and Budget (OMB) cost principles, agency program regulations, and grant terms and conditions will be followed in determining the reasonableness, allowability, and allocability of costs.
 - d. **13.23 Period of availability of funds.** Includes statement that a sub-grantee may charge to the award only costs resulting from obligations during the stated grant performance period.
 - e. **13.24 Matching or cost sharing.** Defines rules and treatment when required by a specific grant.
 - f. **13.25 Program Income.** Defines program income and treatment for deduction if earned.
 - g. **13.26 Non-Federal audit.** Sub-grantee is responsible for obtaining audits in accordance with OMB Circular A-133.
 - h. **13.32 Equipment.**
 - i. Equipment purchased by the sub-grantee with federal award funds is the property of the sub-grantee. The sub-grantee shall comply with federal requirements for use, management, and rights to transfer title. Inventory records shall be maintained and include the following: serial numbers or other identifying numbers, the source of the property (HSGP), the title holder and/or whomever maintains physical possession of the property, acquisition date of each item, dollar cost of the item, the percentage of federal funding used in the purchase, the physical location of the item, and its condition (new, operational, under repair, etc.).

- ii. When equipment is no longer needed by the sub-grantee and the per unit fair market value is less than \$5,000, the sub-grantee may retain, sell, or dispose of the equipment with no further obligation to HSEMD. If, on the other hand, the per unit fair market value is \$5,000 or greater, then the sub-grantee must submit a written request to HSEMD for disposition instructions.
 - i. **13.35 Subawards to debarred and suspended parties.** States that sub-grantees shall not make any award or permit any award (grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs. The Excluded Parties List may be found at <https://www.sam.gov>.
 - j. **13.36 Procurement. Includes purchasing standards and requirements that must be followed for all purchasing, and contracting.**
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 3. 44 CFR Part 10, Environmental Considerations
 - a. Sub-grantee shall not undertake any project having the potential to impact Environmental or Historic Preservation (EHP) resources without prior approval by FEMA, including but not limited to communication towers, physical security enhancements, new construction, ground disturbance, and modifications to buildings, structures and objects that are 50 years old or greater.
 - b. Sub-grantees must comply with all conditions placed on the project as the result of the EHP review.
 - c. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

C. Cost Principles

1. 2 CFR, Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
2. 2 CFR, Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
 - a. Defines "capital expenditures," "equipment," "special purpose equipment" and "general purpose equipment."
 - b. States the rules of allowability that apply to equipment and other capital expenditures including:
 - i. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except where approved in advance by the awarding agency. Section 15.b(1), (2), and (3) of Appendix B.
3. 2 CFR, Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 - a. Defines "capital expenditures," "equipment," "special purpose equipment" and "general purpose equipment."
 - b. States the rules of allowability that apply to equipment and other capital expenditures including:
 - i. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except where approved in advance by the awarding agency. Section 15.b(1), (2), and (3) of Appendix B.

- ii. 48 CFR 31.2, Federal Acquisition Requirements (FAR), Contracts with Commercial Organizations.

D. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
2. Sub-grantees must submit an audit report to the Federal Audit Clearinghouse if they expended more than \$500,000 in federal funds in one fiscal year. The Federal Audit Clearinghouse submission requirements can be found at <http://harvester.census.gov/sac/>.

E. Program Guidance

1. Sub-grantee agrees that all allocations and use of funds under this grant will be in accordance with the federal funding opportunity announcement.

F. State of Iowa and Iowa Homeland Security and Emergency Management

1. Contracting and Procurement
 - a. Contracting and procurement standards must be in accordance with the written adopted procedures of the sub-grantee, as long as the procurement standards conform to applicable State and Federal law. **When local or state requirements are more restrictive than federal requirements, the more restrictive requirements must be followed.**
 - b. Sub-grantee shall ensure that every purchase order or contract includes all clauses required by Federal statutes, executive orders, and other regulations.
 - c. Sub-grantee shall submit bid and contracts greater than \$5,000 to HSEMD, in care of the sub-grantee's grant project officer PRIOR to awarding or executing. HSEMD will review and comment regarding compliance with federal/state guidelines and procedures. Failure to submit for review may result in denial of request for payment if contract/procurement procedures are deemed non-compliant.
2. Travel
 - a. Travel standards must be in accordance with the written adopted procedures of the sub-grantee, as long as the procurement standards conform to applicable State and Federal law.
3. Food/Meal Costs (non-travel)
 - a. Costs must be pre-approved by HSEMD. Refer to Appendix 3: Pre-Approval Request for Food Form.
4. Record Retention
 - a. Pursuant to 44 CFR 13.42, sub-grantee shall retain records for three years after they are notified by HSEMD that the grant has been closed by the Department of Homeland Security/FEMA.
5. Monitoring
 - a. HSEMD shall monitor the programmatic and financial progress of sub-grantees to assure compliance with local, state and federal requirements and that performance goals are being achieved.

- b. Sub-grantee understands that HSEMD may enforce any of the remedies for noncompliance allowed by state and federal regulations.
- c. The closeout of a grant does not affect HSEMD's responsibility to monitor beyond the performance period end date.

5. GRANT MANAGEMENT

A. On-line Grants Management System

Sub-grantee agrees to use Iowa's on-line grants management system for the application and grant management of awards including but not limited to the following:

1. Maintain current sub-grantee contact information in the system.
2. Submit final application and return signed Grant Commitment to Award and Accept Funds by stated deadline.
3. Submit change requests for project scope of work, budgets, timelines, or other via this system.
4. Perform scope of work and incur related expenses within the Performance Period as posted for the award within the system.

B. Payment Requests

Sub-grantee agrees to comply with federal, state and local financial requirements and that all costs incurred shall support the approved project scope of work. In addition, the sub-grantee agrees to:

1. Participate in Payment Request training provided by HSEMD prior to submitting a payment request claim.
2. Follow written Payment Request Guidance established by HSEMD in accordance with state and federal requirements and generally accepted accounting procedures, including:
 - a. Payment requests submitted for reimbursement of expenses is the preferred method of payment. This means the sub-grantee organization has paid the expense and payment verification is included with the claim.
 - b. Payment requests must be submitted quarterly at a minimum for work performed or other expenditures.
 - c. Unless otherwise restricted by grant guidance, payment requests submitted in advance of costs incurred are allowable provided the sub-grantee demonstrates the ability to minimize the time elapsing between the transfer of the funds and their disbursement.
 - i. In general, no more than 30 days should elapse between the date of receipt of a state warrant for an advance and the payout of funds by the sub-grantee.
 - d. Sub-grantee agrees to reconcile all advance payments received with actual expenses paid. When an overpayment has occurred, (the actual expense is less than amount claimed) the sub-grantee must make an administrative offset against other requests for reimbursement. Submit all required documentation to support payment. This applies to advance payments as well as reimbursements.
 - e. Accrued interest on advances must not exceed \$100 per year to awards made under CFDA number 97.067.

C. Reporting

HSEMD has the responsibility to report financial and programmatic information to FEMA. Sub-grantee has the responsibility to report data to HSEMD for inclusion into federal reports. Sub-grantee agrees to comply with all reporting requirements.

- 1) Quarterly Status Reports.
 - a. Progress reports are to be submitted on-line in grant management system.
 - b. Due on Jan. 15, April 15, July 15, and Oct. 15 following the end of each federal fiscal year quarter which is October – December, January – March, April – June, and July – September.
- 2) Exercise Reporting. Following each exercise, the sub-grantee should submit a Homeland Security Exercise and Evaluation Program (HSEEP) Exercise After-Action Report (AAR). Acceptable forms are available at <https://www.llis.dhs.gov/content/hseep-doctrine-and-templates> or from the Exercise forms library at the SharePoint site available to county emergency management coordinators at <https://hsemdpreparedness.iowa.gov/Exercise%20Forms/Forms/AllItems.aspx>.
- 3) Final Status Report. In order to submit the final report due no later than 90 days following the end of the award's performance period end date sub-grantee agrees to:
 - a. Pay all grant obligations in timely manner.
 - b. Submit final payment request including payment verification documentation for reimbursement of funds no later than 45 days of end of performance period.
 - c. Document receipt of final pay warrant from the State of Iowa.
 - d. Reconcile grant accounts to include comparison of actual expenses paid and the actual amounts received from the State. Upon final reconciliation of the overall award, any over-payments by the State of Iowa to the sub-grantee must be immediately returned. Make check payable to "Treasurer, State of Iowa" and mail with explanation to HSEMD's Financial Executive Officer.
 - e. After the final payment warrant from the State of Iowa for grant expenses has been received, and after the grant accounts have been reconciled, complete and submit the Final Status Report.
- 4) Other Reports. Other reports or requests for information as may be determined to satisfy federal or state reporting requirements.

6. INDEMNIFICATION

It is understood and agreed by sub-grantee that these Grant Terms and Conditions are solely for the benefit of the parties to the grant award and gives no right to any other party. No joint venture or partnership may be formed as a result of these Grant Terms and Conditions.

The sub-grantee, on behalf of itself and its successors and assign, agree to protect, save and hold harmless HSEMD, the State of Iowa, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the sub-grantee. This likewise applies to the sub-grantee's authorized representative(s), its contractors, subcontractors, agents, licensees, or other such person associated with the sub-grantee in connection with the Terms and Conditions of this Grant.

The sub-grantee agrees to defend HSEMD, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the sub-grantee is required to protect, save or hold harmless.

7. GOVERNING LAW, VENUE AND SERVERABILITY

The laws of Iowa shall govern the Terms and Conditions of this Grant. Any and all litigation in connection with this Grant shall be brought in Des Moines, Iowa, in the Polk County District Court for the State of Iowa, if jurisdiction is proper. If jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

8. SOVEREIGN IMMUNITY

The State of Iowa and HSEMD do not waive sovereign immunity by entering into a Grant agreement and specifically retain the defense of sovereign immunity and all defenses available under federal and state laws, rules, regulations for any claim arising out of or related to the Grant.

9. CERTIFICATION

Signature of the Grant Commitment to Award and Accept Funds and submission of the final grant application certifies acceptance of the federal award through HSEMD and that all parties have read and understand the entirety of Grant Terms & Conditions including Appendix 1 through 3, for administering a federal grant through HSEMD.

GRANT TERMS AND CONDITIONS
APPENDIX 1: ASSURANCES AND CERTIFICATIONS

By signing the Grant Commitment to Award and Accept Funds, the Sub-grantee assures and certifies that they will comply with Grant terms and conditions, and specifically, have read, understand and will comply with the requirements identified in this Appendix.

I. HOLD HARMLESS AGREEMENT

Pursuant to sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288), as amended, (42 U.S.C. §§ 5170 et seq. and 5173(b)), the undersigned agrees to indemnify, hold harmless, and defend the United States of America and the State of Iowa, as well as their agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of negligent acts, errors, or omissions of the applicant, their contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by the project or program.

II. ASSURANCES – CONSTRUCTION & NON-CONSTRUCTION PROGRAMS

This duly authorized representative for this applicant does hereby certify that it:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the Awarding Agency, the Comptroller of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award or assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards, or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives, and will include a covenant in the title of real property in accordance with Awarding Agency directives, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
5. Will provide and maintain competent, adequate engineering supervision at all construction sites to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and other information as required by the assistance awarding agency, or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728 - 4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen (19) statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personal Administration (5 CFR § 900, Sub-part F).

9. Will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin.
 - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681 - 1683 and 1685 - 1686), which prohibits discrimination on the basis of sex.
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended (U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.)
 - (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse.
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. § 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. § 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - (i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made.
 - (j) The requirements of any other nondiscrimination statute(s) which may apply to the application.
10. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508 and 7324 - 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
11. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 - 333) regarding labor standards for federally-assisted construction sub-agreements.
12. Will comply with the environmental standards which may be prescribed pursuant to the following:
 - (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 and Executive Order (EO) 11514.
 - (b) Notification of violating facilities pursuant to EO 11738.
 - (c) Protection of wetlands pursuant to EO 11990.
 - (d) Evaluation of flood hazards in flood plains in accordance with EO 11988.
 - (e) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.).
 - (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523).
 - (h) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
13. Will assist the Awarding Agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

III. SINGLE AUDIT CERTIFICATION AND ASSURANCE

The Office of Management and Budget Circular A-133, the "Single Audit Act, as amended," and the "Single Audit Act Amendments of 1996, as amended," require that Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted. A program specific audit may be conducted in place of a single audit if the auditee meets the terms specified in Office of Management and Budget Circular A-133 Subpart B § __.200, paragraph C.

The Single Audit Act provides that the audit shall be made by an independent auditor and in addition to the financial audit, requires that the independent auditor determine and report on whether the organization has internal control systems to provide reasonable assurance that it is managing Federal assistance programs in compliance with applicable laws and regulations. In order to provide this assurance the auditor must make a study and evaluation of internal control systems used in administering Federal assistance programs. The study and evaluation must be made whether or not the auditor intends to place reliance on such systems.

If there is a "finding" relating to a Federal program administered by Iowa Homeland Security and Emergency Management Department (HSEMD), the sub-grantee certifies that it will submit a copy of the official audit within nine (9) months of the end of the auditee's fiscal year to:

Iowa Homeland Security and Emergency Management Department
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324

If there are no "findings", a copy of the audit report is not required, but the sub-grantee certifies that it will provide written notification that:

- an audit was conducted, *including* - entity (auditee) name, Catalog of Federal Domestic Assistance (CFDA) number(s), the period covered by the audit dollar amount expended
- the schedule of findings and questioned costs disclosed no audit findings relating to Federal award(s) administered by Iowa HSEMD
- the summary of schedule of prior audit findings did not report on the status of any audit findings related to Federal award(s) administered by Iowa HSEMD

IV. The signature upon the Commitment to Award and Accept Funds form shall be treated as certification of the above Assurances and Certifications and material representation of fact upon which reliance will be placed when HSEMD determines to award the covered transaction, grant, or cooperative agreement.

GRANT TERMS AND CONDITIONS**APPENDIX 2: NON-EXCLUSIVE LIST OF FEDERAL REGULATIONS APPLICABLE TO FEMA GRANTS**

Following is a non-exclusive list of federal regulations commonly applicable to FEMA grants:

1. **Acknowledgement of Federal Funding from Department of Homeland Security** – All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
2. **Activities Conducted Abroad** –All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
3. **Best Practices for Collection and Use of Personally Identifiable Information (PII)** – All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.
4. **Copyright** – All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.
5. **Debarment and Suspension** – All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
6. **Drug-Free Workplace Regulations** – All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

7. **Duplication of Benefits** – State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.
8. **False Claims Act and Program Fraud Civil Remedies** – All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
9. **Federal Debt Status** – All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
10. **Fly America Act of 1974** – All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
11. **Hotel and Motel Fire Safety Act of 1990** – In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.
12. **Lobbying Prohibitions** – None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found in 31 U.S.C. § 1352.
13. **Non-supplanting Requirement** – Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.
14. **Trafficking Victims Protection Act of 2000** – All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In

accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub recipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub awards under the award. Full text of the award term is provided at 2 CFR § 175.15.

15. **USA Patriot Act of 2001** – All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
16. **Use of DHS Seal, Logo and Flags** – All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
17. **DHS Specific Acknowledgements and Assurances** – All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
 - b. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - e. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

18. **Incorporation by Reference of Funding Opportunity Announcement** – The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.
19. **Acceptance of Post Award Changes** – In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.
20. **Age Discrimination Act of 1975** – All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
21. **Americans with Disabilities Act of 1990** – All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).
22. **Title VI of the Civil Rights Act of 1964** – All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
23. **Civil Right Act of 1968** – All recipients of financial assistance will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).
24. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)** – All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires

federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

25. **SAFECOM** – Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
26. **Title IX of the Education Amendments of 1972** – All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.
27. **Rehabilitation Act of 1973** – All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
28. **The Federal Funding Accountability and Transparency Act of 2006** – The Federal Funding Accountability and Transparency Act (FFATA) ensures that the public can access information on all entities and organizations receiving Federal funds. Central to the law was the development of www.USASpending.gov, a publically available website with searchable information on each Federal grant. Prime recipients are responsible for reporting contract information over \$25,000 and the compensation of an organization's top five executive officers when more than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually is required.

GRANT TERMS AND CONDITIONS

APPENDIX 3: PRE-APPROVAL REQUEST INSTRUCTIONS FOR FOOD (NON-TRAVEL)

Using federal grant funds to provide food to people attending meetings or conferences is highly scrutinized by FEMA. Costs are subject to reimbursement should FEMA judge an expense to be unnecessary or unreasonable. Therefore, Iowa's Homeland Security and Emergency Management Department (HSEMD) has implemented a two-step process for approval and reimbursement.

Step 1: Pre-approval. HSEMD must pre-approve planned food expenditures from Homeland Security Grant Program (HSGP) funds prior to costs being incurred or food expenditures will not be reimbursed. HSEMD will consider pre-approval of food during an event such as a meeting, workshop, training, exercise or conference associated with the implementation of an HSGP scope of work when it is documented that food costs are necessary and reasonable. **Complete and submit the Pre-Approval Form to your HSGP project officer.** Pre-approval to incur costs does not guarantee reimbursement of expenses.

Step 2: Payment Request Approval. Payment requests that include pre-approved food costs must be on a reimbursement basis only. Advance payments will not be approved. All required documentation must be submitted with the claim. Pre-approval to incur costs does not guarantee reimbursement if the documentation does not support the expenditure or if actual events were substantially different than what was pre-approved.

It is the grantee's responsibility to submit the following documentation with your claim to receive reimbursement for food:

1. Signed Pre-Approval Form
2. Invoice
3. Payment verification
4. Final, distributed event agenda with timeline
5. For meetings: signed minutes that document meeting start and end time
6. Participant sign-up sheet to include:
 - a. Printed name of person in attendance
 - b. Signature of person in attendance
 - c. Name of the organization, association or agency they represent
 - d. Miles traveled to attend event

Non-Allowable Expenses: Grantees should not request pre-approval or seek reimbursement for food items such as breakfast, donuts/rolls, break food, refreshments, snacks, or beverages (other than with a meal) even if this had been prior approved in your scope of work and budget. Alcohol is not an allowable expense under any circumstances. HSEMD will not pre-approve or provide reimbursement for these types of expenditures.

**GRANT TERMS AND CONDITIONS
PRE-APPROVAL REQUEST FORM FOR FOOD (NON-TRAVEL)**

Date of Event	
Projected outcome of event that supports project scope of work.	
Attach or enter outline of event activities to include timeline. Minimum amount of time for an event requiring a meal is five hours.	
Describe intended audience. Include projected number of people to attend and location/distance from where they are traveling.	
Are all participants required to attend the working session scheduled during the meal break?	
Itemized food budget.	
Explain why the provision of food is necessary. Explain why there are no other options for scheduling this event without providing food. Explain why people cannot leave to purchase food or why other arrangements don't work. Explain why this is the only viable, cost-efficient means to conduct the event.	

Submitted by:

Sub-Grantee Name/Title/Date	Signature

Approved by:

HSGP Project Office Name/Date	Signature

HSGP Grant Manager Name/Date	Signature

This approved form must be included with your claim for reimbursement.

IOWA BOMB SQUAD TASK FORCE TEAM
28E AGREEMENT

COPY

I. IDENTITY OF THE PARTIES

This Agreement is entered into this 09 day of AUGUST, 2007, by and between the State of Iowa, Department of Public Defense, Homeland Security and Emergency Management Division, hereinafter referred to as HSEMD, and the **Quad City Bomb Squad** hereinafter referred to as the Sponsoring Organization.

II. PURPOSE & SCOPE

The purpose of this Agreement is to delineate responsibilities and procedures for development, maintenance, and deployment of a homeland security emergency response team, under the authority of Iowa Code section 29C.8 and 605 Iowa Admin. Code ch.12, to enhance state-wide capabilities for response to terrorist or weapons of mass destruction incidents and other disaster emergencies.

Under this Agreement, the Sponsoring Organization agrees to develop and maintain a homeland security emergency response team with specialized equipment and training designed to enhance statewide NIMS Type II / III Bomb Squad Teams; (full-time or part-time bomb squad, capable of handling a moderate incident, including a life-threatening or time-sensitive incident involving sophisticated improvised energetic materials and electronic/remote firing systems, having render safe capabilities up to and including a medium vehicle borne improvised explosive devices containing up to 4,000 lbs. of explosive material and CBRNE dispersal devices, working in a CBRNE environment absent of vapors, with a minimum of two (2) certified bomb technicians), response capabilities; to apply to HSEMD for formal recognition of the Team; and to deploy outside its original jurisdiction for terrorist or weapons of mass destruction incidents and other disaster emergencies when formally requested by the Governor or HSEMD, unless the Sponsoring Organization's Team is needed to perform emergency services within its own jurisdiction. HSEMD agrees to provide technical assistance and available funding to assist development and maintenance of the Team; to utilize the Team when deemed appropriate and necessary; and reimburse the Sponsoring Organization for expenses related to state deployment of the Team as allowed by law and the terms of this Agreement.

The provisions of this Agreement apply only to activities performed by the team during HSEMD sanctioned training and exercises, and state deployment for emergency response initiated by the Governor or HSEMD.

III. DEFINITIONS

- a. Activation: the process of deploying Team resources and members on an emergency response to a designated site. Activation may involve deployment of the full team or a portion of team resources.
- b. Deployment: the period of Team activity, including all activities performed during an emergency response, from time of activation until such time as all Team personnel and assets return to their point of departure. Deployment also includes training and exercise activity from the time of commencement to completion.
- c. HLSERT: a homeland security emergency response team recognized by the Administrator of HSEMD pursuant to Iowa Code section 29C.8 and the administrative rules established by HSEMD.
- d. HSEMD: Homeland Security and Emergency Management Division of the Iowa Department of Public Defense.
- e. Incident Commander: the individual in-charge of coordinating on-site response activities; under normal circumstances this individual will be a qualified representative from the local community responsible for the incident activities including the development and implementation of strategic decisions and for approving the allocation of resources.
- f. Leadership council: advisory group made up of one representative designated by each Sponsoring Organization developing or maintaining a Bomb Squad Task Force HLSERT and one representative designated by the Administrator of HSEMD.
- g. Local deployment: the activation and deployment of Team resources to a designated site as initiated by the Team Leader or Sponsoring Organization to respond to incidents within the originating jurisdiction or at the request of another local jurisdiction, without a directive from the Governor or HSEMD.
- h. Operational Equipment: specialized equipment which is required for safe and efficacious Team operations.
- i. Out-of-Pocket Expense: an expense incurred by an individual Team member during state deployment i.e. housing, meals, and incidental expenses.
- j. Personal Equipment: that equipment which is brought by a Team member for personal support. This equipment is taken by the Team member to support his/her own self-sufficiency requirements.
- k. Point of Departure: the pre-determined location at which Team personnel and assets are staged in order to prepare for deployment.
- l. Sanctioned training: training and exercise activity performed by the Team or Team members at the direction, control and funding of HSEMD or a Sponsoring Organization with prior authorization from HSEMD, designed to develop and maintain the specialized response capabilities of the Team. Sanctioned training may take place within or outside of the state.
- m. State: the State of Iowa, the Governor, or any department, agency or bureau of Iowa state government which the Sponsoring Organization reports or corresponds.
- n. State deployment: the activation and deployment of Team resources for emergency response pursuant to a Governor's disaster proclamation or by a directive of the Administrator of HSEMD. Team activities shall be considered to be related to an emergency response from time of activation, until such time as all Team resources

return to their point of departure. State deployment also includes activities performed during HSEMD sanctioned training or exercise and during emergency responses initiated by the Governor or HSEMD.

- o. Team: the personnel, equipment, and other resources designated the Sponsoring Organization to comprise the homeland security emergency response team. Iowa residency is not required for team membership. In order to be eligible for state deployment, the Team must be recognized by the Administrator of HSEMD pursuant to Iowa Code section 29C.8 and 605 Iowa Admin. Code ch. 12.
- p. Team Leader: the designated individual responsible for team training, credentialing, resource typing, equipment maintenance, mobilization, and tactical direction of the Team.
- q. Team members: response or support personnel assigned by the Sponsoring Organization or Team Leader to the Team. In order to be recognized as Team members during a State Deployment, individuals must be listed on the Team roster provided to HSEMD at the time of Team registration or deployment.

IV. RESPONSIBILITIES OF THE PARTIES

- a. HSEMD agrees to:
 - 1. Coordinate 24/7 communications related to the Team formation and activity between the State of Iowa, the Sponsoring Organization, other local jurisdictions, and other relevant governmental and private parties.
 - 2. Provide technical support to the Sponsoring Organization and the Team Leader to assist with development and maintenance of the Team to ensure an appropriate level of readiness.
 - 3. Designate a representative to serve on the leadership council.
 - 4. Provide technical assistance and staff support to the leadership council.
 - 5. Process the application for recognition of the Team, pursuant to 602 IAC ch. 12.
 - 6. Provide funding, as available, for operational equipment and sanctioned training for the Team and Team members. Funding may be restricted, limited, qualified, or otherwise dependent and/or contingent on future funding sources.
 - 7. In conjunction with the leadership council establish team standards and resource typing, including but not limited to:
 - i. minimum training requirements Bomb Squad Task Force Team members and other credentialing requirements for Bomb Squad Task Force HLSERTs.
 - ii. necessary operational equipment for Bomb Squad Task Force HLSERTs;
 - iii. standard operating procedures for activation, mobilization and demobilization of Bomb Squad Task Force HLSERTs.
 - 8. Implement standard operating procedures when requesting a state deployment.
 - 9. Maintain 24-hour alert capabilities, including a point-of-contact or duty officer available at all times.
 - 10. Develop criteria for determining when state deployment of the Team and other HLSERTs is appropriate and assess requests for state deployment of HLSERTs.
 - 11. Based on established criteria and an on-scene assessment provided by the incident commander or county emergency management coordinator, identify the need for full or partial activation of team resources, define the mission for each

state deployment, and request activation of team resources as appropriate for the mission.

12. Reimburse the Sponsoring Organization for direct costs associated with a state deployment for emergency response, pursuant to the provisions of section VI(a) of this Agreement and 605 IAC ch. 12.
13. Reimburse the Sponsoring Organization for replacement and/or rehabilitation of damaged or destroyed equipment used in the course of the operations, pursuant to the provisions of section VI(a) of this Agreement and 605 IAC ch. 12.
14. Assist the Sponsoring Organization in preparation and submission of disability, workers' compensation, and death benefit claims for Team members, when requested.

b. The Sponsoring Organization agrees to:

1. Designate a representative to serve on the leadership council.
2. Recruit and organize a homeland security emergency response team using standards developed by HSEMD and the leadership council for Bomb Squad Task Force Teams. Team members may be recruited from within the Sponsoring Organization's jurisdiction and from other areas within or outside of the state.
3. Maintain sufficient staffing to operate a functioning fully credentialed team and ensure that each Team member meets the training requirements and holds required credentials for participation on the Team. The Sponsoring Organization has sole oversight and responsibility for personnel within the Team, including development of conduct standards and disciplinary procedures.
4. Provide training to Team members, as funding from the HSEMD and the Sponsoring Organization permits. Training shall be consistent with the objectives of upgrading, developing and renewing skills as needed to maintain qualifications for a particular position on the Team.
5. Be accountable for operational equipment purchased by HSEMD or with HSEMD funding and assure that equipment is operationally ready for deployment, if requested by HSEMD.
6. Implement the Incident Command System in a fashion consistent with the Occupational Safety and Health Administration regulations and the National Incident Management System.
7. Adopt and implement a 24/7 internal call-out system and standard operating procedures for the Team.
8. Implement the standard operating procedures for activation, deployment, and demobilization developed by the leadership council and HSEMD.
9. Provide a timely response to an activation request made by HSEMD, and deploy the Team unless the Sponsoring Organization determines the Team is needed to perform emergency services in its' own jurisdiction.

10. When activated for a state deployment:
 - i. supply team resources to provide assistance to jurisdictions that have made a formal request through HSEMD.
 - ii. provide additional operational equipment and staff support for team-related activities, as agreed upon with HSEMD, subject to the availability of such personnel and equipment which will be based upon requirements and priorities of the Sponsoring Organization and the State at the time such personnel and equipment are requested.
 - iii. continue to provide assistance until it is determined that team resources are no longer necessary and team resources are disengaged by HSEMD.
11. Provide administrative, financial, and personnel management as they relate to the Team.
12. Use a control system to ensure adequate safeguards to prevent loss, damage, or theft of equipment purchased for the Team by or with funding provided by HSEMD. Upon any loss, damage, or theft of the property, promptly notify HSEMD and investigate and fully document the incident.

V. PROCEDURES

a. *Concept of Operation:*

1. State deployment – The Team shall be activated as a state asset only pursuant to a Governor’s disaster proclamation or by a directive of the Administrator of HSEMD.
 - i. Team resources may be deployed as a state asset to provide assistance to local jurisdictions in Iowa when these entities have been disrupted or overwhelmed by a terrorist or weapons of mass destruction or other disaster emergency incident.
 - ii. Team resources may also be deployed as a state asset to provide assistance to other states, pursuant to the interstate emergency management assistance compact set forth in Iowa Code section 29C.21 [EMAC].
 - iii. Deployment may involve the full team or a portion of team resources.
 - iv. Team resources may be deployed singularly, or as part of a collective response involving multiple homeland security emergency response teams.
2. Local deployment – At the discretion of the Sponsoring Organization, Team resources may be deployed upon direct request from a political subdivision of the state, pursuant to a local mutual aid agreement or the statewide mutual aid compact [IMAC], without a directive from the Administrator of HSEMD or a Governor’s disaster proclamation.
 - i. The provisions of this Agreement are not triggered by a local deployment.
 - ii. The State and HSEMD assume no responsibility for reimbursing costs associated with a local deployment.
 - iii. The Sponsoring Organization may seek cost reimbursement from the political subdivision making the request in accordance with any existing mutual aid arrangements.
 - iv. If during the course of a local deployment, a governor’s proclamation is issued

or the Administrator of HSEMD determines that a state deployment is appropriate, the Administrator shall notify the Sponsoring Organization of the date and time the deployment converts to a state deployment.

b. Activation:

1. Upon a directive from the Governor and/or determination by HSEMD that use of team resources is prudent, HSEMD shall request activation of team resources necessary to respond to the terrorist or weapons of mass destruction incident or disaster emergency.
2. When mobilization is necessary, an activation request shall be communicated by HSEMD to the identified Team leader.
3. As soon as possible after receipt of an activation request, the Team leader will inform HSEMD whether the requested team resources are available for deployment and, if so, initiate internal call-out procedures.

c. Mobilization and Deployment:

1. The Team Leader shall notify Team members of HSEMD initiated activation.
2. Requested team resources will be ready for deployment within one 1 hour after activation by HSEMD, unless the Team is needed to perform emergency services within its' own jurisdiction.

d. Command at the Incident Site:

1. The Team leader shall report to the Incident Commander at the disaster site and coordinate incident activities with the designated operations officer or personnel identified by the Incident Commander as having these duties and responsibilities.
2. Concurrently, an evaluation of the incident by the on-scene Team leader will be conducted. This assessment will indicate the need for additional HSERT resources. All additional requests for resources will be made through HSEMD.
3. The Incident Commander, or his/her designee, shall have the power to issue reasonable orders and directives to the Team. The Team will then act on those orders, as long as those directives are deemed by the Team leader to be safe, within the capabilities of the Team, and within the scope of the mission request. It is the responsibility of the on-scene Team Leader to monitor and ensure the safety of Team personnel and equipment.
4. Approval from HSEMD shall be obtained by either the Incident Commander or Team leader before resources are used to perform services outside the scope of the original mission.
5. HSEMD and other members of the Leadership Council will provide technical advice when appropriate, but will not assume command of the scene.

- e. Disengagement:* When HSEMD, in consultation and coordination with the Incident Commander and the on-scene Team Leader, determines that the mission of the team has been achieved or deployment of the team is no longer necessary, Team members will be released from the incident site, allowing resources to return to their respective jurisdictions. The Sponsoring Organization may request disengagement if it determines that team resources are needed to perform emergency services in its' own

jurisdiction.

VI. FINANCIAL AGREEMENTS

- a. Reimbursement of state deployment-related costs:
 - 1. HSEMD and the State shall reimburse the Sponsoring Organization for direct costs associated with a state deployment for emergency response.
 - 2. Reimbursable costs include:
 - i. Compensation paid by the Sponsoring Organization to Team members during the state deployment;
 - ii. Out-of-pocket expense reimbursement or per-diem payments made by the Sponsoring Organization to Team members in accordance with Sponsoring Organization travel policy or regulations;
 - iii. The value of Sponsoring Organization materials, equipment, mileage expenses and supplies consumed during state deployment, on a replacement basis subject to the availability of funds.
 - iv. Rehabilitation or replacement costs of operational equipment damaged or destroyed during state deployment, subject to the availability of funds.
 - 3. Request(s) for cost reimbursement shall be submitted to HSEMD by the Sponsoring Organization within thirty (30) days of the demobilization of the Team, unless additional time is granted by HSEMD.
- b. Funding for equipment and training:
 - 1. HSEMD will provide operational equipment or funding for the purchase of operational equipment, as available. Ownership of equipment purchased by HSEMD or with HSEMD funds shall be controlled by the specific terms of the grant program through which the funds are made available.
 - 2. HSEMD will provide funding for training and exercises targeting the specialized response capabilities of the Team, as available.
- c. Local deployment-related costs will not be reimbursed by HSEMD. The Sponsoring Organization may seek cost reimbursement from the political subdivision making the request in accordance with any existing mutual aid arrangements.
- d. Liability protection and workers compensation for Team member claims.
 - 1. Team members involved in a state deployment shall be considered state employees for purposes of Iowa Code chapter 669, the State Tort Claims Act.
 - 2. Disability, workers' compensation, and death benefits for Team members involved in a state deployment shall be paid by the state in a manner consistent with the provisions of Iowa Code chapters 85, 410, or 411 as appropriate, provided that the member is registered with HSEMD as a member of the an approved Team. Notification of a compensable loss by a Team member shall be provided by the Sponsoring Organization to the Iowa Department of Administrative Services, through the process set forth in HSEMD administrative rules, 605 IAC ch. 12.
 - i. The State shall reimburse the Public Safety Peace Officers Retirement, Accident, and Disability System, the Iowa Public Employees' Retirement

- System (IPERS), or the Municipal Fire and Police Retirement System of Iowa for any additional expenses incurred as a result of the injuries.
- ii. The State shall reimburse any third party payer of benefits paid to an injured civilian task force member under Iowa Code Chapters 85 or 86. If an injured Task Force Member is not entitled to workers' compensation benefits, the state will pay the injured Task Force Member such benefits, as he/she would have otherwise been entitled to under Iowa Code Chapters 85 and 86.
 - iii. The State will also reimburse the Sponsoring Organization for any and all expenses it may incur as a result of any injuries to the Sponsoring Organization's Task Force Members, including but not limited to any medical expenses or benefits paid under the provisions of Iowa Code Chapters 97A, 97B, 410 and 411.

VII. REPORTING & RECORD KEEPING REQUIREMENTS

- a. The Sponsoring Organization shall comply with the registration and report updating requirements established by HSEMD administrative rule, 605 IAC ch. 12.
- b. Verification of Team member credentials shall be submitted on an annual basis and at other times as requested by HSEMD.
- c. The Sponsoring Organization will submit semi-annual financial and activity reports to HSEMD.
- d. The Sponsoring Organization shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred for which reimbursement is requested under this Agreement.
 1. The Sponsoring Organization shall maintain records with sufficient detail to demonstrate compliance with this Agreement and shall retain these records for a period of five (5) years after the fiscal year in which reimbursement is requested.
 2. The Sponsoring Organization shall permit the Auditor of the State of Iowa or any authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Sponsoring Organization relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Sponsoring Organization shall not impose a charge for audit or examination of its books and records.

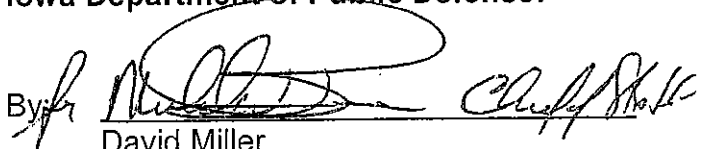
VIII. CONDITIONS, AMENDMENTS AND TERMINATION

- a. Conditions: Nothing contained in this Agreement shall be construed to compel the sponsoring organization to respond to any request for mobilization and deployment when the division members are, in the opinion of the Sponsoring Organization, required to perform emergency services in its own jurisdiction.
- b. Amendments: This Agreement may be amended or modified only upon written

- agreement of all parties; all amendments will be attached to this Agreement.
- c. Addenda: This Agreement shall be supplemented with addenda identifying minimum training and other credentialing requirements for the Team and team members, necessary operational equipment for the Team, and standard operating procedures for activation, mobilization and demobilization of the Team, as these items are developed by HSEMD and the leadership council. The addenda may be amended and additional addenda may be developed as agreed upon by the parties.
 - d. Termination:
 1. The Agreement may be terminated without cause by either party upon 30 days written notice.
 2. The record keeping and access requirements set forth in section VII(d) remain in force following termination.
 - e. Equipment purchased with grant funds: Ownership of operational equipment purchased for the team by HSEMD or with funds provided by HSEMD shall be subject to the terms and conditions of the grant program through which funding for the equipment is provided.
 - f. Duration/continuation: This Agreement will continue in force until terminated by on of the parties.
 - g. Annual review: The parties will annually review this Agreement and decide if the existing Agreement is functional and if any necessary modifications exist.
 - h. Compliance with applicable laws: The Sponsoring Organization agrees to comply with the all-applicable local ordinances and state and federal laws and regulations regarding when performing services and purchasing goods or services related to performance of this Agreement. Personnel policies, use of facilities, supplies and services will be in compliance with all local, state and federal regulations guaranteeing nondiscrimination.
 - i. No governing board: No separate legal or administrative entity is created by this Agreement.

IX. EXECUTION


**Homeland Security and Emergency Response Division,
Iowa Department of Public Defense:**

By: 
David Miller
Administrator & Homeland Security Advisor


Quad City Bomb Squad

Contributing Agencies:

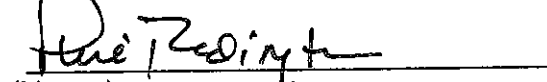
- Scott County Sheriff's Department
- Davenport Police Department
- Bettendorf Police Department
- Rock Island County Sheriff's Department Rock Island, Illinois
- Moline Police Department Moline, Illinois

By: 
(Name)
SHERIFF
(Title)

Scott County Sheriff's Department


(Name)
Chief of Police
(Title)

Davenport Police Department


(Name)
Chief of Police
(Title)

Bettendorf Police Department

Michael P. Huff
(Name)
Sheriff
(Title)

Rock Island County Sheriff's Department

Dan C. Franzen
(Name)
CHIEF OF POLICE
(Title)

Moline Police Department



***STANDARD OPERATIONS
PROCEDURAL MANUAL***

QUAD CITY BOMB SQUAD

**QUAD CITY BOMB SQUAD
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QUAD CITY BOMB SQUAD

I. MISSION STATEMENT

- A. Render safe and/or remove suspected improvised explosive devices, incendiary devices, explosives, explosive chemicals (as currently defined by the Bureau of Alcohol, Tobacco, and Firearms) pyrotechnics and ammunition.
- B. Provide for legal, proper and safe transportation, disposal and/or storage of explosives and other items referred to above. (Except explosive chemicals)
- C. Assist primary agency responsible for post bomb crime scene investigation. (See ANNEX).
- D. Assist primary agency responsible for the collection and preserving of the evidence.
- E. Prepare and provide court room testimony as needed.
- F. Store, maintain and inventory bomb squad equipment.
- G. Provide technical support to special operations, i.e., Marijuana Fields, Drug Labs, Arson/Suspicious Fires, Explosives Permit/Storage Inspection, SWAT Support, Arson/Fire as well as Special Searches.
- H. Provide dignitary protection (if called upon).
- I. Prepare and participate in explosive related training programs.
- J. Maintain and be familiar with a technical library of FBI Bomb Data Center publications and other explosive related materials.
- K. Maintain professional liaison with other state and local bomb squads, military Explosive Ordnance Disposal (EOD) units, Federal agencies and professional associations.
- L. Compile and report technical data on explosive devices and incidents.
- M. Develop agency emergency response plans for a bomb threat, actual improvised explosive device and bomb crime scene.
- N. Develop and promulgate bomb threat awareness and safety programs for public and private organizations.

- O. Report found or recovered military ordnance to military EOD units. Contact and follow their direction.
- P. Fireworks Disposal.

II. ASSIGNMENT - CHAIN OF COMMAND

- A. Command of the bomb disposal unit shall rest with the unit commander or his designee. In the absence of the senior technician, as established by Hazardous Devices School (HDS) graduation, he shall assume responsibility for the conduct of the unit. He shall be in charge of the scene until the incident is relinquished.

III. TRAINING

- B. Initial bomb technician training.
 - 1. Each bomb technician will satisfactorily complete the FBI Hazardous Devices School.
 - 2. Each bomb technician will complete an on the job probationary/training program under the supervision of experienced technicians.
- C. On going/In-service training.
 - 1. Each technician will participate in a minimum of eight (8) hours training per month. This will include a minimum of forty (40) hours of hands-on explosives related training per year. Research and Development (R & D) will be a part of in-service training.
 - 2. Each technician shall attend the HDS Refresher forty (40) hour course every three (3) years or as soon as possible within a reasonable time frame.
- D. Advanced/Additional Training
 - 1. Each technician shall maintain professional associations so as to avail themselves of current trends and changes in the industry.
 - 2. Each technician shall participate in advanced training programs including, but not limited, to the following:
 - a. FBI Technicians Course
 - b. FBI Investigators Course
 - c. International Association of Bomb Technicians and Investigators (IABTI) State, Regional and International Conferences.
 - d. Bureau of Alcohol, Tobacco and Firearms (BATF) Investigator's Courses.

IV. BOMB THREATS

A. EXTERNAL AGENCIES

Bomb Squad response to bomb threats will be limited to those of an unusual nature or those against high threat areas. Initial response to facilities having received bomb threats will be handled by uniform patrol. Searches and evacuation of areas receiving bomb threats will normally be the responsibility of the facility owner/manager.

B. INTERNAL AGENCIES

Bomb Threats against the department will be handled by departmental personnel.

V. SUSPICIOUS PACKAGE/SUSPECT DEVICE/IMPROVISED EXPLOSIVE DEVICE OR HOAX DEVICE

Handle in accordance with Special Technicians Bulletin (STB) 87-4 and HDS guidelines, practices and procedures pertaining to the above.

VI. EVACUATION

A. The decision to evacuate a location/structure lays with the responsible owner/agent until the identification of a potential hazardous device.

B. Where a suspicious/hazardous device is located the unit commander/senior technician will direct the responsible law enforcement agency to evacuate in a manner consistent with accepted National Guidelines (FBI, IABTI training programs).

VII. MUTUAL AID - GEOGRAPHIC JURISDICTION

A. Mutual Aid memorandums/agreements shall be in written form and signed by participating jurisdictions/agencies. In the event of emergency response when no written agreement exists approval rests with the unit commander/senior technician (in compliance with departmental procedure).

B. The responsibility for the conduct of the bomb disposal unit when operating outside of their specific jurisdiction remains with the unit commander or his designee.

VIII. PROCEDURES

ORGANIZATIONAL STRUCTURE

1. Agency/department specific
2. Bomb Squad Commander should have a minimum rank of sergeant except where the rank of sergeant is absent then shall revert to the most senior bomb technician.

IX. SELECTION/RETENTION OF PERSONNEL

- A. Must first volunteer then be recommended by the individual agency responsible for bomb disposal and approved by the Hazardous Device Commander and two senior technicians.
- B. Meet FBI Bomb Data Center application requirements, i.e., physical examination, credit check, arrest check, etc. Baseline physical for retention to include blood work analysis on annual basis.
- C. Have five (5) years experience in department.
- D. Have five (5) years retainability within the public safety agency.
- E. Be a willing volunteer to engage in basic bomb technician training.
- F. Should possess, by vocation or avocation, familiarity with activities requiring manual dexterity.

X. GENERAL SAFETY

- A. Bomb Squad Operation Considerations - by Priority
 1. Public Safety.
 2. Safety of the officers on the scene (including the bomb technician).
 3. Protection and preservation of public and private property.
 4. Collection and preservation of evidence.
 5. Convenience to the public/restoration of services.
- B. Bomb Response Principles
 1. Do not hand enter pipe bombs.
 2. Human life shall not be placed in jeopardy for the purpose of securing or preserving evidence or property.
 3. A bomb squad response team must include two (2) bomb technicians with essential safety equipment.
 4. Only bomb squad personnel or those requested by the bomb squad shall be permitted within the bomb disposal operation perimeter.

5. Paramedics and emergency fire personnel will be present when the bomb squad responds to the scene of a suspicious item and during the demolition of all explosives including training.

XI. ESSENTIAL EQUIPMENT USE ON SUSPICIOUS ITEMS

The overall situation including the circumstances and the physical environment will be used by the unit commander/senior bomb technician on site in determining the use of the X-ray generator, bomb suit or disrupter. The following general guidelines will be used in making this determination and the unit commander/senior bomb technician on scene will be responsible for justifying failure to comply with these guidelines.

A. Bomb Suits

1. Life Threatening Situation - Use/Non-Use is at the discretion of the unit commander/senior bomb technician on the scene.
2. Non-life Threatening Situation - The bomb suit will be worn in all situations except:
 - a. Where it is physically impossible.
 - b. Explosive/flammable Atmosphere.
 - c. High Potential of Booby traps.

B. X-Ray

1. Life Threatening Situation - Use/Non-Use is at the discretion of the unit commander/senior bomb technician on the scene. Normally an X-ray will be taken if possible.
2. Non-Life Threatening Situation
 - a. Suspect Mailed Package/Letter - Normally used
 - b. Low Potential Suspicious Items - Normally used
 - c. High Potential Suspicious Items - Not required
(Discretion of unit commander/senior bomb technician present)
 - d. Checking Components/Explosives for Secondaries - Normally used

C. Disrupters

1. Life Threatening Situation - Normally not used; however, if in the opinion of the unit commander/senior bomb technician on scene this is the most probable means of successfully rendering safe the situation, it may be used.
2. Non-Life Threatening Situation
 - a. Low potential suspicious item - Used after X-ray procedures if considered necessary.
 - b. High potential suspicious items - Used with or without X-ray at discretion of senior bomb technician.

- D. Self-Contained Breathing Apparatus (SCBA) and fire retardant "Bunker" gear will be accessible to bomb squad personnel (i.e. from the fire department on the scene) and utilized at post blast scenes or where deemed necessary.
- E. Additional Equipment
 - 1. Vehicles
 - a. A vehicle suitable for transporting all the team's equipment and two technicians. It must be capable of towing a trailer and all remote removal equipment.
 - b. A trailer capable of transporting a suspected device. Should safely vent to totally contain a detonation that may occur.
 - 2. Special and Safety Equipment as per STB 87-4 and any additional tools or specialty equipment the commander deems appropriate.
 - 3. Inventory of Equipment
 - a. It is the commander's responsibility to ensure that all equipment is routinely inspected (monthly) for accountability and serviceability. Any equipment found to be unserviceable will be repaired or replaced as quickly as practical.
 - b. The commander will designate personnel to conduct and record scheduled maintenance of all assigned equipment.
 - c. All equipment will be stored in a secure and immediately accessible manner. Provision will be made for constant access to unit's equipment in the event of the commander's absence.

XII. TRANSPORTATION OF SUSPICIOUS ITEMS

- A. Normally, suspect devices will be neutralized on site. The decision to transport a suspect device will be weighed carefully to ensure that the act of loading and transporting does not unduly increase the hazards to the technician or the public. Will be done only when it can be safely accomplished by remote procedures.
- B. Transportation will be coordinated with the Traffic Control Division.
- C. Destroying in place will be given first consideration in all non-life threatening situations involving abandoned/deteriorated explosives, explosive chemicals and suspect devices. Normally this will only be done in remote areas, etc.
- D. Vehicular response should be conducted in the most prudent manner consistent with the information regarding the incident.

XIII. ANNEXES

A. Annex on Responses

To Suspect Devices

1. Initial Actions (all situations)
 - a. Verify/Change Evacuation
 - b. Determine Life Threatening/Non-Life Threatening
 - c. Verify/Request Support - fire and ambulance
2. Life Threatening Situation
 - a. Consider possibilities of reducing situation to non-life threatening situation without working on the device. (Revert to non-life threatening procedures whenever possible).
 - b. Consider Time Factor.
 - c. Due to the extreme nature of a life threatening situation, the unit commander/senior bomb technician on scene is authorized full latitude in determining:
 - (1) The type of RSP to attempt.
 - (2) The type of equipment used.
 - (3) The use/non-use of essential safety equipment.
 - (4) The number and exposure time of bomb technicians/support personnel on scene.
3. Non-Life Threatening Situation
 - a. Normally remote procedures will be employed, particularly on closed bombs. Open bombs may require immediate action by the bomb technician on scene. Any procedure conducted in a non-life threatening situation must be justified in writing by the bomb response team.
 - b. Wait minimum sixty (60) minutes from first uniformed officers arrival.
 - c. Determine initial course of action/render safe attempt. (If available - ROBOT - 1st priority of consideration).
 - d. Limit initial response on the suspect package to one properly equipped technician (if possible). Every attempt will be made to minimize exposure time.
 - e. Render the item or the situation safe. (This may include an attempted render safe; a subsequent detonation and a check for residual/additional hazards; removal and transportation of the suspect item; or determination that the item is not a bomb).
 - f. There shall be a minimum wait time of thirty (30) minutes between each render safe procedure.
 - g. Suspect items and/or disposal no longer require any type of emergency handling. Time is no longer a factor. Procedures used will be remote and exposure time will be held to an absolute

minimum.

4. Final Actions
 - a. Transport/disposal of hazardous item/material (written directions from the court are strongly recommended).
 - b. Crime Scene Investigation.
5. Hoax Devices

Until otherwise determined, all suspected hoax devices shall be handled as if an actual device.
6. Commercial Deteriorated Products

Due to the unique safety hazards posed by loading and unloading deteriorated commercial products, the handling of such should be given special consideration. Destroying in place will be given first consideration in all non-life threatening situations.

B. Annex on Post Blast

1. Bomb squad will respond to all post blast incidents to:
 - a. Check for secondary devices.
 - b. Check for residual/unconsumed explosives.
2. Bomb squad will:
 - a. Assist in Investigation (or)
 - b. Turn over to crime scene investigation unit.

C. Range Annex - Ranges in both the Illinois and Iowa Quad Cities.

1. Range Limits - 200' cleared area around site/2400' to nearest occupied building.
2. Minimum Number of Personnel - Two (2)
3. Procedures for the type of activity: Per HDS procedures
 - a. Training
 - b. Fireworks
 - c. Device Residue
 - d. Deteriorated Explosives
 - e. Explosive Chemicals
 - f. Excess Explosives
4. Radio Transmissions - Receiving only/no transmission within 300'.
5. Grounding Procedures
6. Special Clothing - No static producing or conductive material is permitted.
7. Communication - Radio and telephone available (Radio transmission beyond 300').
8. Notifications - Coordinate disposal operations with appropriate authorities and surrounding facilities which may be affected.
9. Access - Restricted to EOD personnel and emergency response personnel, or fire apparatus and ambulance. The commander will control access.
10. Range Safety Officer responsibilities - Observe operations and ensure

appropriate procedures are adhered to per HDS procedures.

11. Misfires - As per HDS procedures.

12. Lighting.

D. Transportation Annex

Devices are to be removed and transported only when the present area cannot withstand a detonation and said device can be safely removed by remote means.

1. Compliance with regulations (DOT, State, Local).

2. Routes (Basic Explosives/Bomb Transport) to avoid heavily populated areas and critical facilities.

3. Type of Vehicle - Trailer capable of venting or containing a detonation, should one occur while device being transported.

4. Placarding.

5. General Items:

a. Smoking/Flame Producing devices

b. Speed Limit

c. Blasting Cap/Explosive in same vehicle

d. Vehicle left unattended

e. Fire extinguisher

f. Vehicle Operating Condition

E. Storage Annex

1. Type of Container(s) - BATF guidelines - Attach guidelines.

2. License Requirements.

3. Type Lock (Key) Control - Lock for ATF regulations, keys controlled by commander.

4. Inventory - Conducted by commander. Verification is maintained by the commander with a copy on file in the storage facility.

5. Drainage/Ground Maintenance

6. Signs/Markings

7. Distance Requirements

8. Authorization to Store (ATF/State/Local)

9. Housekeeping Requirements

10. Compatibility Requirements/Limitations

F. Support Requirements Annex

1. Evacuation

2. Fire Support

3. Ambulance Medical Assistance

4. Utilities (Gas/Electric)

5. Technical Assistance/Expertise

a. Crime Scene Specialist

b. Metallurgist

- c. Chemist
 - d. Hazardous Materials Team
- 6. City Engineers
 - a. Blueprints
 - b. Building Plans
- 7. Area Personnel/Keys
- 8. Heavy Equipment
 - a. Trained operator
 - b. Dump truck with sand
- 9. Task Force - Call List
 - a. Federal Aviation Administration
 - b. Bureau of Alcohol, Tobacco and Firearms
 - c. Federal Bureau of Investigation
 - d. Postal Inspectors
- 10. Cryogenics Support

G. Other Annexes

- 1. Industry/Government Training
- 2. Marijuana Fields
- 3. Clandestine Drug Labs
- 4. Dignitary Protection
- 5. Vehicle/Equipment Maintenance
- 6. SWAT/Explosive Entry
- 7. R & D/New Equipment
- 8. Explosive Storage/ETC Inspections
- 9. Media Releases
- 10. Special Searches
- 11. Arson/Fire

APPLICATION ASSURANCES AND CERTIFICATIONS

I. HOLD HARMLESS AGREEMENT

Pursuant to sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288), as amended, (42 U.S.C. §§ 5170 et seq. and 5173(b)), the undersigned agrees to indemnify, hold harmless, and defend the United States of America and the State of Iowa, as well as their agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of negligent acts, errors, or omissions of the applicant, their contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by the project or program.

II. CERTIFICATION REGARDING LOBBYING

As required by the regulations implementing the New Restrictions on Lobbying (44 CFR § 18), this applicant hereby certifies that, to the best of their knowledge and belief:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

III. DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

As required by Executive Order #12549, Debarment and Suspension, and implemented by 44 CFR Part 13, for prospective participants in primary covered transactions, as defined in 44 CFR Part 13, § 13.35.

This applicant hereby certifies that it and its principals:

1. (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. (b) Have not within a three-year period preceding this application been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for, or otherwise criminally or civilly charged by a

governmental entity (Federal, State, or local), with commission of any of the offenses enumerated in the preceding paragraph of this certification. (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the applicant is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

IV. ASSURANCES – CONSTRUCTION & NON-CONSTRUCTION PROGRAMS

This duly authorized representative for this applicant does hereby certify that it:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the Awarding Agency, the Comptroller of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award or assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards, or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives, and will include a covenant in the title of real property in accordance with Awarding Agency directives, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
5. Will provide and maintain competent, adequate engineering supervision at all construction sites to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and other information as required by the assistance awarding agency, or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728 - 4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen (19) statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personal Administration (5 CFR § 900, Sub-part F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of a lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin.
 - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681 - 1683 and 1685 - 1686), which prohibits discrimination on the basis of sex.
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended (U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.)
 - (e) The Drug

- Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse. (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism. (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. § 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. § 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing. (i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made. (j) The requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to interests in real property acquired for project purposes regardless of Federal participation in purchases.
 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508 and 7324 - 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 - 333) regarding labor standards for federally-assisted construction sub-agreements.
 14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 15. Will comply with the environmental standards which may be prescribed pursuant to the following: (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 and Executive Order (EO) 11514. (b) Notification of violating facilities pursuant to EO 11738. (c) Protection of wetlands pursuant to EO 11990. (d) Evaluation of flood hazards in flood plains in accordance with EO 11988. (e) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.). (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.). (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523). (h) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
 16. Will comply with the Wild Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 17. Will assist the Awarding Agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
 18. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 19. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.

20. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

V. CERTIFICATION OF DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988 and 44 CFR Part 17, Sub-part F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification that follows is a material representation of fact upon which reliance will be placed when the Agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (44 CFR Part 17, subpart C, 17.300, and subpart D, 17.400).

The Grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the notification statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement.
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency in writing within ten calendar days after receiving notice under sub-paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions within 30 calendar days of receiving notice under sub-paragraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination of employment, consistent with the requirements of the Rehabilitation Act of 1973, as amended, - or -
 - (2) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), & (f).

VI. SINGLE AUDIT CERTIFICATION AND ASSURANCE

The Office of Management and Budget Circular A-133, the "Single Audit Act, as amended", and the "Single Audit Act Amendments of 1996, as amended", require that Non-Federal entities that expend \$500,000.00 or more in a year in Federal awards shall have a single audit conducted. A program specific audit may be conducted in place of a single audit if the auditee meets the terms specified in Office of Management and Budget Circular A-133 § _____.200, paragraph C.

The Single Audit Act provides that the audit shall be made by an independent auditor and in addition to the financial audit, requires that the independent auditor determine and report on whether the organization has internal control systems to provide reasonable assurance that it is managing Federal assistance programs in compliance with applicable laws and regulations. In order to provide this assurance the auditor must make a study and evaluation of internal control systems used in administering Federal assistance programs. The study and evaluation must be made whether or not the auditor intends to place reliance on such systems.

If there is a "finding" relating to a Federal program administered by Iowa Homeland Security and Emergency Management Division, the grantee certifies that it will submit a copy of the official audit within nine (9) months of the end of the auditee's fiscal year to:

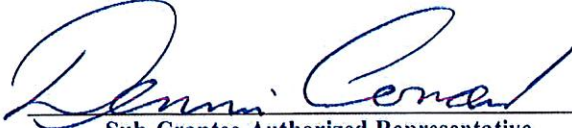
Iowa Homeland Security and Emergency Management Department
7105 NW 70th Avenue, Camp Dodge - Bldg W-4
Johnston, IA 50131

If there are no "findings", a copy of the audit report is not required, but the grantee certifies that it will provide written notification that:

- ◆ an audit was conducted, *including* - entity (auditee) name, Catalog of Federal Domestic Assistance (CFDA) number(s), the period covered by the audit dollar amount expended
- ◆ the schedule of findings and questioned costs disclosed no audit findings relating to Federal award(s) administered by Iowa Homeland Security and Emergency Management Department
- ◆ the summary of schedule of prior audit findings did not report on the status of any audit findings related to Federal award(s) administered by Iowa Homeland Security and Emergency Management Department.

The terms and conditions of this certification apply to any and all sites and locations at which the sub-grantee works or otherwise conducts business. The signature certification of this form shall be treated as a material representation of fact upon which reliance will be placed when the grantee determines to award the covered transaction, grant, or cooperative agreement.

My Signature below certifies that I have read and agree to all assurances and certifications.

Sub-Grantee Chief Executive Officer or Elected Official	 Sub-Grantee Authorized Representative
Date	1/21/16 Date

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

January 28, 2016

APPROVAL OF THE 2014 HOMELAND SECURITY GRANT IN THE SHERIFF'S
OFFICE

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

- Section 1. That the Board hereby approves a grant in the amount of \$138,000 from the Iowa Department of Homeland Security & Emergency Management.
- Section 2. That the Board approves receipt of such funding.
- Section 3. That the Sheriff is approved to sign such application.
- Section 4. This resolution shall take effect immediately.

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

January 28, 2016

APPROVING THE SETTING OF A PUBLIC HEARING ON AN AMENDMENT TO THE
COUNTY'S CURRENT FY16 BUDGET

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

Section 1. A public hearing date on an amendment to the County's current FY16 Budget is set for Thursday, February 11, 2016 at 5:00 p.m.

Section 2. The County Auditor is hereby directed to publish notice of said amendment as required by law.

Section 3. This resolution shall take effect 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

January 28, 2016

AUTHORIZING THE SETTING OF A PUBLIC HEARING ON THE FY17 ANNUAL
BUDGET AND THE FIVE YEAR CAPITAL IMPROVEMENT PLAN

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

Section 1. All County departmental FY17 budget requests and all authorized agency FY17 funding requests are hereby authorized for filing and publication as the budget estimate for FY17.

Section 2. The Board of Supervisors hereby fixes the time and place for a public hearing on said budget estimate for Thursday, February 11, 2016 at 5:00 p.m. in the Board Room at the Scott County Administrative Center.

Section 3. The Scott County Auditor is hereby directed to publish the notice and estimate summary as required by law.

Section 4. This resolution shall take effect immediately.

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

Item 14
01-26-16

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

January 28, 2016

APPROVING APPOINTMENTS TO THE CONDEMNATION APPRAISAL JURY

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

Section 1. That the following appointments to the Scott County Condemnation Appraisal Jury for a one (1) year term expiring on December 31, 2016, are hereby approved:

	BANKERS	CITY	FARMERS	REAL ESTATE
EARNHARDT:	Susan Zude Trish Townsend	Kenny Guy Marge Stratton	Kenneth Tank Jennifer Ewoldt	Lesa Buck Jeff Heuer
HANCOCK:	David Nauman Peter McAndrews	Greg Kautz Mary Kellenberger	John Maxwell	Paula Ruefer Lisa Carstens
HOLST:	Julie Smith Joe Slavens	Elizabeth Hodges Jesse Anderson	Keith Steward Bart VandeWalle	Mary Dircks Lynsey Engels
KINZER:	Tom Messer Kristal Schaefer	Sandra Frericks Mark Ross	Mary Frick Jerry Mohr	Lana Wulf Thad DenHartog
SUNDERBRUCH:	Victor Quinn Susan Daley	Oscar Hawley Ben Niedert	Joni Dittmer Carrie Keppy	Rick Schaefer Natalie Glynn

Section 2. This resolution shall take effect immediately.