

**INFORMATION TECHNOLOGY**

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March 27, 2018

To: Mahesh Sharma, County Administrator  
From: Matt Hirst, Information Technology Director  
Subject: Bi-State Regional Commission - Scott County IT Service Agreement

Attached is a proposed agreement between the Bi-State Regional Commission and Scott County providing a framework for technology services between Scott County IT and Bi-State. The agreement details technology services which could be provided by Scott County IT to Bi-State, how costs for those services would be determined, as well as labor rates the County would bill to setup and support provided technology services.

Bi-State Regional Commission is an inter-governmental agency whose members include forty-four (44) communities and five (5) counties including Scott County whose mission is to help local governments work together and provide direct service to individual member governments. . . Bi-State looks to partner with member governments for services as a standard mode of operation.

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

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

Cc: Denise Bulat, Bi-State Regional Commission

Encl: (1)

## **INFORMATION TECHNOLOGY SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 5<sup>th</sup> day of April, 2018, by Bi-State Regional Commission (Commission), a 28E agreement entity pursuant to the Iowa Code, and Scott County.

### **RECITALS**

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

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

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

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

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

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

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

WHEREAS, Bi-State Regional Commission is an inter-governmental agency whose members include forty-four (44) communities and five (5) counties including Scott County whose mission is to help local governments work together and provide direct service to individual member governments.

WHEREAS, Bi-State Regional Commission recognizes Scott County Information Technology's expertise and the benefit to the Commission through a partnership with Scott County.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Commission and Scott County agree as follows:

## ARTICLE I

### INFORMATION TECHNOLOGY SERVICE DELIVERY

#### Section 1.01 Service Specifications

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

**ARTICLE II  
RECORDKEEPING AND REPORTING REQUIREMENTS**

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

**ARTICLE III  
PAYMENT, FEES AND REVENUES**

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

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

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

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

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

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

**ARTICLE IV  
TERM OF THE AGREEMENT**

This Agreement shall extend from April 5, 2018 to June 30, 2019 and shall renew automatically on an annual basis on July 1 of each year thereafter unless specifically terminated.

**ARTICLE V  
TERMINATION**

This Agreement may be terminated under the following conditions:

Section 5.01 Termination by the Commission. The Commission may terminate this Agreement if:

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

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

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

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

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

Section 5.05 Notice and Effect of Termination

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

**ARTICLE VI  
INSURANCE**

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

- (a) To Commission:  
Bi-State Regional Commission  
Attn: Director  
1504 3<sup>rd</sup> Avenue  
Rock Island, IL 61201  
Phone: (309) 793-6300  
Fax: (309) 793-6305
  
- (b) To Scott County:  
Scott County Courthouse  
Information Technology Department  
IT Director  
400 West 4th Street  
Davenport, Iowa 52801-1104  
PHONE: (563) 328-4100  
FAX: (563) 326-8669

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

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

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

Section 7.06 Access. Scott County or its representatives may visit or inspect Commission facilities at any reasonable time during the term of this Agreement after giving the Commission reasonable notice. Any such visits shall be conducted in a manner that does not cause

unreasonable interference with the Commission's operations. All visitors to Commission facilities shall comply with all reasonable safety and security rules adopted by the Commission.

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

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

Bi-State Regional Commission

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

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

Scott County

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

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

**SCHEDULE 1**

**INFORMATION TECHNOLOGY SERVICE PRICING STRUCTURE**

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

2018-03-16 – Terms at Agreement initiation



## SCHEDULE 2

### INFORMATION TECHNOLOGY LABOR RATES

Director	\$73.77
GIS Analyst	\$34.84
GIS Manager	\$62.07
Help Desk	\$31.98
Network Manager	\$59.63
Network Administrator	\$51.93
Applications Manager	\$54.09
Programmer	\$47.05
Webmaster	\$54.98

2018-03-16 – Terms at Agreement initiation

**SCHEDULE 3**

**INFORMATION TECHNOLOGY SERVICE DETAIL PRICING**

Backup Service	
Rate = \$25 per TB per month	TBD

2018-04-05 – Terms at Agreement initiation

Telephone Service	
Rate = \$10.37 per handset per month	TBD

2018-04-05 – Terms at Agreement initiation

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

April 5, 2018

A RESOLUTION APPROVING AN INFORMATION TECHNOLOGY SERVICES  
AGREEMENT BETWEEN THE BI-STATE REGIONAL COMMISSION AND SCOTT  
COUNTY

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

- Section 1. The information technology services agreement with the Bi-State Regional Commission defining technology services by Scott County IT as well as service and labor rates is hereby approved.
- Section 2. This resolution shall take effect immediately.