

**TENTATIVE AGENDA**  
**SCOTT COUNTY BOARD OF SUPERVISORS**  
**July 8 - 12, 2019**

**Tuesday, July 9, 2019**

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

- \_\_\_ 1. Roll Call: Maxwell, Beck, Knobbe, Croken, Kinzer

**Facilities & Economic Development**

- \_\_\_ 2. Bridge replacement projects on 252nd Ave over Lost Creek (Princeton Township), 277th Avenue over McCarty Creek (LeClaire Township), and 130th Avenue over Hickory Creek (Sheridan Township). (Item 2)
- \_\_\_ 3. Construction contract for hot mix asphalt (HMA) resurfacing projects on Slopertown Road from Y52 east 2.6 miles and Cadda Road from F33 to Y64. (Item 3)
- \_\_\_ 4. Vehicle purchase for Sheriff's Office. (Item 4)
- \_\_\_ 5. Discussion and status of Administrative Center window replacement and exterior cladding project.

**Human Resources**

- \_\_\_ 6. Staff appointments. (Item 6)

**Finance & Intergovernmental**

- \_\_\_ 7. Election equipment transportation cages for the Auditor's Office. (Item 7)
- \_\_\_ 8. Sale of General Obligation Communications and Refunding Bonds, Series 2019 and authorizing the delivery of an optional redemption notice. (Item 8)
- \_\_\_ 9. RACOM Wireless Communications Service Support Contract for the Sheriff's Office. (Item 9)
- \_\_\_ 10. Purchase of vehicle technology for patrol cars for the Sheriff's Office. (Item 10)

**Other Items of Interest**

- \_\_\_ 11. Discussion of future ways to reduce average populations of Juvenile Detention Center and Jail.

\_\_\_ 12. Adjourned.

Moved by \_\_\_ Seconded by \_\_\_  
Ayes  
Nays

**Wednesday, July 10, 2019**

**2:00 pm  
Bald Eagle Cabin Ribbon Cutting and Open House- Scott County Park  
(south entrance from 270th Street)**

**Thursday, July 11, 2019**

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

**Friday, July 12, 2019**

**Special Committee of the Whole - 1:00 pm  
Conference Room 638, 6th Floor, Administrative Center**

- \_\_\_ 1. Roll Call: Maxwell, Beck, Knobbe, Croken, Kinzer
- \_\_\_ 2. Planning session/team building with Strategic Consultant.
- \_\_\_ 3. Other items of interest.

**SCOTT COUNTY ENGINEER'S OFFICE**

950 E. Blackhawk Trail  
Eldridge, Iowa 52748

(563) 326-8640  
FAX – (563) 328-4173  
E-MAIL - engineer@scottcountyiaowa.com  
WEB SITE - www.scottcountyiaowa.com



JON R. BURGSTRUM, P.E.  
County Engineer

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

TARA YOUNGERS  
Administrative Assistant

**MEMO**

TO: Mahesh Sharma  
County Administrator

FROM: Jon Burgstrum, P.E.  
County Engineer

SUBJ: Construction Contract for Bridge Replacement Projects

DATE: July 1, 2019

This resolution is to approve a contract for the construction of three bridge replacement projects.

Project L-319--73-82 is on 252<sup>nd</sup> Avenue, over Lost Creek, approximately 1 mile east of 240<sup>th</sup> Avenue in Princeton Township.

Project L-320--73-82 is on 277<sup>th</sup> Avenue, over McCarty Creek, approximately 0.3 miles north of Territorial Road in LeClaire Township.

Project L-420--73-82 is on 130<sup>th</sup> Avenue, over Hickory Creek, approximately 0.2 miles north of 230<sup>th</sup> Street in Sheridan Township.

The projects were let tied together under one proposal on June 28, 2019. The bids received were as follows:

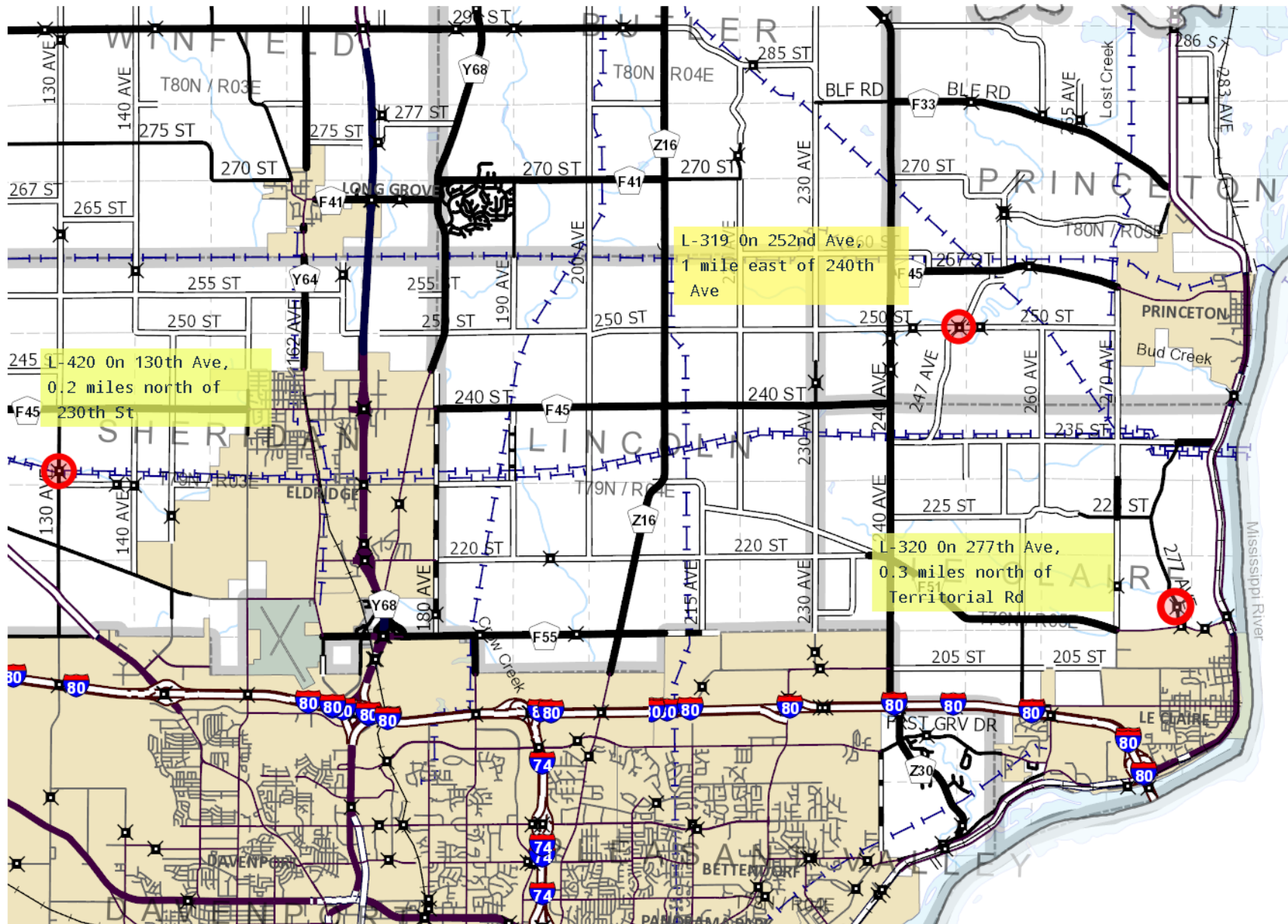
Brandt Construction Co. & Subsidiary	\$1,721,144.41
Iowa Bridge & Culvert, LC	\$1,644,934.10
Jim Schroeder Construction, Inc.	\$1,327,899.41
General Constructors, Inc. of Quad Cities	\$1,812,593.94
Taylor Construction, Inc.	\$1,506,361.47

I recommend entering into a contract with Jim Schroeder Construction, Inc. contingent on the unit prices listed in the contract. These projects were budgeted for expenditures in both FY2019 and FY2020. The total budgeted amount for bridge replacements is \$1,775,000. Included with this memo is a location map.

# FY19 Bridge Replacement Projects

Scott - ICEASB Easy Map

12:03 PM, Tue, May 21, 2019



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

July 11, 2019

AWARD OF CONTRACT FOR SCOTT COUNTY SECONDARY ROADS BRIDGE  
REPLACEMENT PROJECTS L-319--73-82, L-320--73-82 & L-420--73-82

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

Section 1. That the contract for Bridge Replacement Projects  
L-319--73-82, L-320--73-82 and L-420--73-82 be  
awarded to Jim Schroeder Construction, Inc.  
contingent on the unit prices listed in the contract.

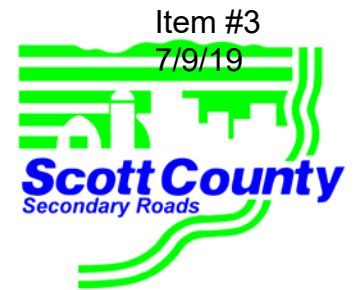
Section 2. That the Chairperson be authorized to sign the  
contract documents on behalf of the Board.

Section 3. That this resolution shall take effect  
immediately.

**SCOTT COUNTY ENGINEER'S OFFICE**

950 E. Blackhawk Trail  
Eldridge, Iowa 52748

(563) 326-8640  
FAX – (563) 328-4173  
E-MAIL - engineer@scottcountyiowa.com  
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JON R. BURGSTRUM, P.E.  
County Engineer

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

TARA YOUNGERS  
Administrative Assistant

**MEMO**

TO: Mahesh Sharma  
County Administrator

FROM: Jon Burgstrum, P.E.  
County Engineer

SUBJ: Construction Contract for Hot Mix Asphalt (HMA) Resurfacing Projects

DATE: July 1, 2019

This resolution is to approve a contract for the construction of two HMA resurfacing projects.

HMA Resurfacing Project No. L-620--73-82 is on Slopertown Road from Y52 east 2.6 miles. The City of Eldridge will reimburse our department for the portions of work completed within their corporate limits.

HMA Resurfacing with Cold In-Place Recycling Project No. L-720--73-82 is on Cadda Road from F33 (290<sup>th</sup> Street) to Y64 (S. 1<sup>st</sup> Street.) The City of Long Grove will reimburse our department for the portions of work completed within their corporate limits.

Both projects were let tied together under one proposal on June 28, 2019. The bids received were as follows:

Valley Construction Company \$2,205,557.67

Brandt Construction Co. & Subsidiary \$2,524,579.90

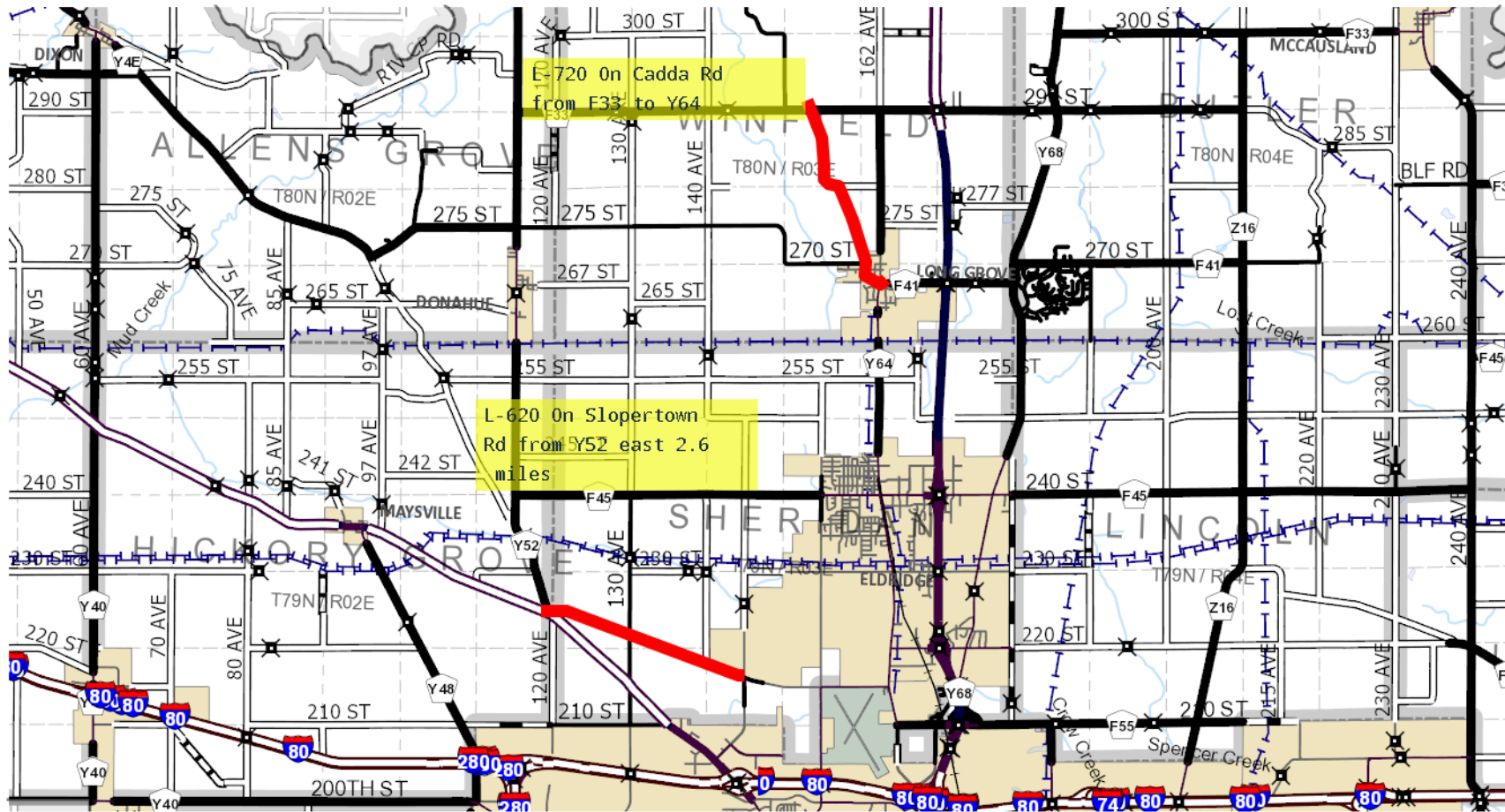
McCarthy Improvement Company \$2,194,762.75

I recommend entering into a contract with McCarthy Improvement Company contingent on the unit prices listed in the contract. The total budgeted amount for asphalt construction is \$2,600,000. Included with this memo is a location map.

# FY2020 HMA Resurfacing Projects

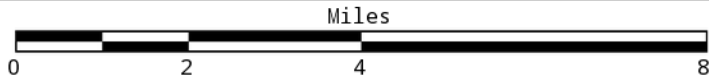
Scott - ICEASB Easy Map

2:16 PM, Mon, Jul 1, 2019



## Feature Key

- |             |            |           |                 |                |
|-------------|------------|-----------|-----------------|----------------|
| Earth       | Gravel     | Seal Coat | County Pavement | State Pavement |
| Divided Hwy | Water      | City      | Township        | Railroad       |
| Bridge      | County Hwy | State Hwy | US Hwy          |                |



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

July 11, 2019

AWARD OF CONTRACT FOR SCOTT COUNTY SECONDARY ROADS

HOT MIX ASPHALT (HMA) RESURFACING PROJECT NO. L-620--73-82 & HMA  
RESURFACING WITH COLD IN-PLACE RECYCLING PROJECT NO. L-720--73-82

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

Section 1. That the contract for HMA Resurfacing Project No.  
L-620--73-82 (Slopertown Road from Y52 east 2.6 miles) &  
HMA Resurfacing with Cold In-Place Recycling Project No.  
L-720--73-82 (Cadda Road from F33 (290<sup>th</sup> Street) to Y64  
(S. 1<sup>st</sup> Street)) be awarded to McCarthy Improvement  
Company contingent on the unit prices listed in the  
contract.

Section 2. That the Chairperson be authorized to sign  
the contract documents on behalf of the Board.

Section 3. That this resolution shall take effect  
immediately.



**OFFICE OF THE SCOTT COUNTY FLEET MANAGER**

950 East Blackhawk Trail  
Eldridge, Iowa 52748

Office: (563) 328-4136  
Fax: (563) 328-4173  
www.scottcountyia.com



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July 9, 2019

TO: Mahesh Sharma, County Administrator  
FROM: Barbara Pardie, Fleet Manager  
SUBJ: Approval of Purchase of One Used Car for the Sheriff's Office

In preparation of the Sheriff's Office overfilling one deputy position for investigations, there is a requirement to purchase one used unmarked vehicle. The criteria that was used when selecting a candidate was within 3 years old, some manufacturer's warranty and under 30,000 miles. In collaboration with the Sheriff's Office, the vehicle type needed was identified as a van.

A candidate was found through an internet search of used inventory within 50 miles of the Quad Cities area. A County purchase card was used to put down a \$1,000.00 deposit on a 2016 Dodge Grand Caravan from Strieter Motor Company, Davenport, IA, 52806. The remaining balance is \$17,590.00. This will need the Board of Supervisor's approval to complete the purchase.

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

CC: Sheriff Tim Lane  
Shawn Roth  
Jon Burgstrum

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

July 11, 2019

A RESOLUTION APPROVING THE PURCHASE OF ONE  
2016 DODGE GRAND CARAVAN

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

- Section 1. That the purchase for one 2016 Dodge Grand Caravan for the Sheriff's Office are approved and hereby awarded to Strieter Motor Company, Davenport, IA., in the amount of \$18,590.00.
  
- Section 2. 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

July 11, 2019

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Jessie McCord for the position of part-time Custodial Worker in the Facility & Support Services Department at the entry level rate.

Section 2. The hiring of Diana Hallstrom for the position of part-time Custodial Worker in the Facility & Support Services Department at the entry level rate.

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

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To: Mahesh Sharma, Scott County Administrator  
From: Roxanna Moritz, Scott County Auditor  
Date: July 1, 2019

RE: Election Equipment Transport Cages

This project is for the purchase of transport cages to secure election equipment in a locked and security sealed transportable cage. The County's election equipment needs to be as securely stored as possible at the various polling places to prevent equipment tampering or damage and to ensure the public of the security of our elections. I recommend purchasing the cages from Election Source of Grand Rapids, Michigan at a cost of \$115,244.00.

Election equipment is delivered to polling places up to eight days prior to an election. While we request our facilities to store the equipment in a locked room, we know from experience that this is often not the case. In one recent situation the equipment was in an unlocked room with outside access. In another situation the poll workers could not find half the items as facility staff had moved them. Also, due to programing changes from Precinct Atlas Consortium we will need to have larger laser printers for our electronic poll books. This will create transport problems for our poll workers who already struggle with the amount of equipment we require them to carry. Finally, recent computer hacking conferences have shown various vulnerabilities to all election equipment. Creating extra physical barriers will help deter bad actors, and just as important, increase the public perception of Scott County conducting secure elections.

Staff have identified two national suppliers of these cages. We reviewed prototypes of each product and compatibility for transport to our 63 different voting locations. One prototype was obviously incompatible due to its size and weight. The other option is somewhat smaller and weighs significantly less. It also was the lower cost option. We requested two modifications to the standard model, four swivel wheels instead of two, and a ramp to assist poll workers in moving election tabulators.

The Board of Supervisors approved \$140,000 for support of this project, including shipping, in the fiscal year 2019-20 budget. Staff and I will be available to answer any questions or concerns from Supervisors.

# ElectionSource

4615 Danvers Drive S.E. Grand Rapids, MI 49512 Phone: (616) 464-2283 Fax:		Quote #:
<b>Scott County</b> 600 W. 4th Street Davenport, IA 52801	Phone: (563) 326-8631 Fax: (563) 326-8601 Email: auditor@scottcountyiowa.com <b>PO #</b>	Date: 7/2/2019 Rep.: James McIntosh jmcintosh@electionsource.com

Qty	Item #	Name	Price	Total
62	CT-603066	Steel Security Cart. 57" x 30" x 66" with wire mesh sides and top with one adjustable shelf with 250lb weight capacity, full locking doors and four 8" swiveling casters with pull handle on side. With custom ramp for DS200.	\$1,745.00	\$108,190.00
Sub Total				\$108,190.00
Shipping & Handling				\$7,054.00
Taxes			0.000%	\$ .00
<b>TOTAL</b>				<b>\$115,244.00</b>

Comments:	Office Use Only:
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*Thank you for your business.*

By signing you accept the terms of this quote

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

This quote is valid for 90 days. Shipping & Handling prices are estimated are subject to change. Unless otherwise quoted freight is FOB Grand Rapids, MI. Taxes may also be additional dependent upon your state laws.

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

JULY 11, 2019

APPROVAL OF THE PURCHASE OF PRECINCT ELECTION EQUIPMENT  
TRANSPORT CAGES IN THE AMOUNT OF \$115,244.00.

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

- Section 1. That the Board hereby approves the purchase of precinct election equipment transport cages from Election Source in the amount of \$115,244.00 including shipping.
- Section 2. This resolution shall take effect immediately.

MINUTES TO PROVIDE FOR THE SALE OF BONDS AND OPTIONAL CALL OF PRIOR BONDS

429256-32

Davenport, Iowa

July 11, 2019

The Board of Supervisors of Scott County, Iowa, met on July 11, 2019, at \_\_\_\_\_ o'clock \_\_.m. at the Scott County Administration Center, 600 West Fourth Street, Davenport, Iowa. The meeting was called to order by the Chairperson, and the roll being called, the following named Supervisors were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

• • Other Business • •

This being the time and place fixed by the Board for the consideration of bids for the purchase of the County's General Obligation Communications and Refunding Bonds, Series 2019, the Chairperson announced that bids had been received and canvassed on behalf of the County at the time and place fixed therefor.

Whereupon, such bids were placed on file, and the substance of such bids was noted in the minutes, as follows:

Name and Address of Bidder

Final Bid

(interest cost)

**(ATTACH BID TABULATION)**

After due consideration and discussion, Supervisor \_\_\_\_\_ introduced the following resolution and moved its adoption, seconded by Supervisor \_\_\_\_\_. The Chairperson put the question upon the adoption of said resolution, and the roll being called, the following Supervisors voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Chairperson declared the resolution duly adopted, as hereinafter set out.



RESOLUTION NO. \_\_\_\_\_

Resolution awarding sale of General Obligation Communications and Refunding Bonds, Series 2019 and authorizing the delivery of an optional redemption notice

WHEREAS, the Board of Supervisors (the “Board”) of Scott County, Iowa (the “County”), previously issued its Taxable General Obligation Emergency Service Communication Bonds, Series 2009A (Build America Bonds-Direct Pay) (the “Series 2009A Bonds”); and

WHEREAS, in the resolution authorizing the issuance of the Series 2009A Bonds, the County reserved the right to call for prepayment prior to maturity any or all of the Series 2009A Bonds maturing on and after June 1, 2020 on June 1, 2019 or any date thereafter (the “Callable 2009A Bonds”); and

WHEREAS, the Board has also heretofore proposed to enter into one or more loan agreements (the “Loan Agreement”) and issue not to exceed \$19,300,000 general obligation communications and refunding bonds, in one or more series, pursuant to the provisions of Section 331.402, Section 331.441(2)(b)(6) and (17) and Section 331.443 of the Code of Iowa, for the purpose of (1) refunding all or a portion of the Callable 2009A Bonds, (2) paying the cost of acquiring, constructing, improving and equipping a global peace officer and other emergency services communication system for multiple jurisdictions, including without limitation radio equipment, towers, antennas, transmission lines, DC power plant, alarm systems and other equipment and infrastructure necessary for the system (the “Project”) and (3) paying related costs of issuance, and has published notice and held a hearing on the proposal; and

WHEREAS, a Preliminary Official Statement has been prepared to facilitate the sale of the General Obligation Communications and Refunding Bonds, Series 2019 (the “Bonds”); and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the County’s obligation under the Loan Agreement were received and canvassed on behalf of the County and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the County for the Bonds; and

WHEREAS, it is now necessary to authorize the call of the Callable 2009A Bonds for early redemption;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Scott County, Iowa, as follows:

Section 1. The County shall enter into the Loan Agreement with the Purchaser in substantially the form as will be placed on file with the Board of Supervisors, providing for a

loan to the County in the principal amount of \$\_\_\_\_\_ for the purpose or purposes set forth in the preamble hereof.

Section 2. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 3. The Official Bid Form/form of agreement of sale (the "Sale Agreement") of the Bonds to the Purchaser is hereby approved, and the Chairperson and County Auditor are hereby authorized to execute the Sale Agreement for and on behalf of the County.

Section 4. Further action with respect to the approval of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the Board of Supervisors meeting to be held on July 25, 2019.

Section 5. Bankers Trust Company, its successors and assigns, as Registrar and Paying Agent for the Callable 2009A Bonds, is hereby authorized to take all action necessary to call the Callable 2009A Bonds for early redemption on August 12, 2019 or such other date approved in writing by the County's Administrator or the County's Director of Budget and Administrative Services (the "Redemption Date"), and is further authorized and directed to give notice of such redemption to each of the registered owners of the Callable 2009A Bonds to be redeemed at the addresses shown on the County's registration books, not less than 30 days prior to the Redemption Date.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved July 11, 2019.

\_\_\_\_\_  
Chairperson, Board of Supervisors

Attest:

\_\_\_\_\_  
County Auditor

• • Other Business • •

Upon motion and vote, the meeting was adjourned.

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Chairperson, Board of Supervisors

Attest:

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County Auditor

**ATTESTATION CERTIFICATE**

STATE OF IOWA

SS:

COUNTY OF SCOTT

I, the undersigned, County Auditor of Scott County, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Board of Supervisors in relation to the sale of General Obligation Communications and Refunding Bonds, Series 2019 of the County evidencing the County's obligation under a certain Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this \_\_\_\_ day of July, 2019.

\_\_\_\_\_  
County Auditor

**(Attach here a copy of the bid of the successful bidder.)**

**TIM LANE**  
**Scott County Sheriff**

Item #9  
7/9/19

**SHAWN ROTH**  
Chief Deputy Sheriff



**BRYCE SCHMIDT**  
Chief Deputy Sheriff

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

400 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1104

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

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Date: July 9, 2019

Memo To: Board of Supervisors

From: Sheriff Lane

**REF: RACOM Wireless Communications Service Support Contract for Fiscal Year 2020**

Enclosed is the RACOM service support contract for fiscal year 2020 for \$19,989.00. This contract covers the suitcase linker, stations and BDA's, squad equipment coverage for build and removals, as well as 51 jail portable radios and control stations. The Sheriff's Office does not participate in the battery service and replacement option. Batteries are purchased through the Sheriff's Office operating budget.

This contract is paid from the Sheriff's Office budget under line item 800 MHz Maintenance Costs.

I can be available to answer any questions the Board of Supervisors may have concerning this maintenance and support agreement.

# SCOTT COUNTY SHERIFF'S OFFICE

## SERVICE & SUPPORT AGREEMENT

THIS SERVICE MAINTENANCE AGREEMENT (hereinafter "Agreement") is entered into this 18<sup>th</sup> day of June, 2019 by and between **RACOM Corporation**, located at 201 W. State Street, Marshalltown, Iowa 50158, USA, ("Seller"), and Scott County Sheriff's Office located at 400 West 4<sup>th</sup> Street, Davenport, Iowa 52801 (hereinafter "Customer").

### 1. SCOPE OF AGREEMENT

During the term of this Agreement (hereinafter "Term"), Seller agrees to provide Customer with repair and maintenance services and parts, as set forth in Section 2 of this Agreement, to maintain the Customer's radio system equipment provided by Seller to Customer and listed in Addendum II to this Agreement.

### 2. CONDITIONS OF SERVICE

Seller shall supply all supervision, labor, service facilities, repair parts, test equipment, and supplies necessary to meet the service requirements stated in this Agreement.

#### 2.1 Service Facilities

Seller shall have a full-service maintenance facility available and staffed with factory trained service technicians. The location and staffing level shall be sufficient to meet the service requirements stated in this Agreement.

#### 2.2 Right to Subcontract

Seller may subcontract service work to authorized service centers that meet the minimum requirements of a service center set forth in the Seller Authorized Service Center Agreement. Should any subcontractor fail to perform properly, or their work otherwise proves unsatisfactory, Seller will arrange for continuing maintenance of the equipment by qualified technicians for the duration of this Agreement.

#### 2.3 Fixed Equipment Maintenance

Fixed equipment is defined as those site repeater stations and associated equipment, multi-site coordinator, console electronics equipment, radio control stations and other fixed equipment, all as listed in Addendum II, Equipment List, attached hereto and incorporated herein by reference. All work on fixed equipment shall be performed at the location of the equipment whenever possible.

Emergency service shall be provided twenty-four hours per day, seven days per week. Technical personnel must respond to the emergency service request and begin troubleshooting efforts within two (2) hours of the request and be at the location of the failed equipment within four (4) hours of the request if the problem cannot be corrected remotely. This service is included in the monthly maintenance rate. No fixed equipment shall be out of service in excess of 24 hours after notification of equipment failure when the failure results in the inability of mobile units to communicate with each other or with a dispatch center.

## **2.4 Mobile Equipment Maintenance**

Mobile equipment is defined as those vehicular mounted radios, personal portable radios, vehicular repeaters, portable radio chargers and other mobile equipment, all as listed in Addendum II, Equipment List.

Mobile equipment shall be serviced at the customer building where the vehicle is normally assigned, at the vehicle's work location, or at a Seller's authorized service facility during normal working hours as mutually agreed upon by Seller and the Customer. All mobile service requests must be responded to within two working days from the receipt of the repair request. If the mobile radio cannot be repaired within two hours from the beginning of a service action, the radio unit shall be replaced, if requested, with a customer-provided spare unit.

Emergency service on mobile equipment, if requested, will be performed at the rate for demand service set forth in Addendum I, Maintenance Rates, attached hereto and incorporated herein by reference.

## **2.5 Spare Parts and Radios**

- a. Seller will maintain an adequate stock of spare parts, system-critical modules and mobile and portable radios as a back-up to Customer's spares inventory. The initial purchase of Customer's spares inventory will be at Customer expense.
- b. Seller will support provisioning of its equipment for a period of five (5) years after final production of mobile and portable radios and seven (7) years after final production of fixed equipment. Third party equipment will be supported in accordance with the individual manufacturer's provisioning policy. Seller will utilize commercially reasonable efforts to assure third party spare parts and equipment availability to support its maintenance obligations under this Agreement. Seller shall not be liable to Customer for third party spare part and equipment obsolescence or unavailability under this Agreement, beyond commercially reasonable efforts.

## **2.6 Working Hours**

Working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays. Work performed outside of working hours is defined as emergency service and will be performed at demand service rates.

## **2.7 Demand Services**

“Demand Services” shall mean service requests that are not included in this Maintenance Agreement as described in Section 2.8, Maintenance Responsibilities, of this Agreement. The installation, removal, or reinstallation of equipment not associated with repair / maintenance efforts as defined in this Agreement shall be considered Demand Service and be performed by Seller, following reasonable notice, and at the rates listed in Addendum I to this Agreement. Service work made necessary because of abuse or neglect not under the control of Seller will be performed at the hourly rate for demand service, plus the purchase of parts. Special work, not otherwise covered, will be performed at Seller prevailing rates.

## **2.8 Maintenance Responsibilities**

Seller agrees to provide the following services and perform the tasks described as part of this Maintenance Agreement in accordance with the limitations and definitions of Sections 2.7 and 6.4 of this Agreement.

- a. Seller shall check, on a daily basis, the radio system's alarm status and report any alarm conditions to the customer. Investigation and troubleshooting of alarms shall begin in order of severity and impact to the overall system's ability to maintain effective communications. Seller will inspect/test the communication equipment and make such repairs, adjustments and replacements of components as may be necessary to maintain and/or restore the system to normal operating conditions.
- b. Seller shall repair, maintain and service all equipment listed in Addendum II, Equipment List, attached hereto.
- c. Seller shall perform preventative maintenance inspections and tests as recommended by the OEM and required by applicable FCC regulations; as a minimum, these inspections and tests will be performed annually for equipment listed in Addendum II.

## **2.9 Service Records**

The following service records shall be maintained and made available to the Customer upon request:

Monthly mobile service activity, by vehicle number, including model number, serial number, work performed, and time required to restore service.

Monthly emergency service activity including failure type, corrective action taken,



and time required to restore service.

The results of preventive maintenance tests and inspections shall be provided, upon request by the Customer within 30 days of completion.

Service records for work performed as described in Section 2.9 shall be retained for the duration of this Agreement and any subsequent renewal periods.

#### **2.10 Software Upgrades**

Seller will provide labor to install and test software upgrades, whether for corrective or enhancement purposes, provided that Customer subscribes to a Seller software services agreement that provides the upgraded software.

#### **2.11 Database Reprogramming**

Mobile radio or system database corrections will be provided by Seller at no cost to Customer, during the term of this agreement, if the correction is necessary because of an error or omission on Seller's part. Database changes made at Customer's request will be performed at the hourly rates listed in Addendum I to this Agreement.

#### **2.12 General**

All services provided under this Agreement are only applicable to the land mobile radio products and systems sold and provided by Seller to Customer and listed in Addendum II to this Agreement. Prior to contract signing, Seller reserves the right to request a complete serial number listing of all equipment to be covered under this agreement.

#### **2.13 Special Conditions**

Any and all special service conditions are listed in Addendum III to this Agreement, the provisions of which are incorporated herein by reference.

#### **2.14 Maintenance Contract Pricing and RACOM Core usage beyond 10 years quoted in Seller's Proposal.**

RACOM will provide pricing not to exceed CPI-based increases for all future years, and a guarantee of system support for 5 years. CPI-based increase applied to this year's Annual Maintenance pricing as shown in Addendum II.

### **3. CUSTOMER FINANCIAL OBLIGATIONS**

- 3.1 Customer shall pay the annual maintenance fee as set forth in Addendum II to this Agreement in advance, on or before the effective date of this Agreement as set forth in Section 5.1. Fees for demand services, as set forth in Addendum I to this Agreement, are payable within thirty (30) days of receipt of Seller's invoice.
- 3.2 Seller may at any time hereafter revise the rates set forth in Addendum I by giving Customer written notice thereof not later than ninety (90) day prior to the expiration of a yearly period, provided that the revised rates are mutually agreed upon in writing and said revised rates shall be effective for the next yearly period, unless either party exercises its option to terminate the Agreement.
- 3.3 Any other payments under this Agreement are due within thirty (30) days of receipt of Seller's invoice.
- 3.4 All late payments under this Agreement shall bear interest at a rate of one and one-half percent (1.5%) per month.

#### 4. WARRANTY

- 4.1 Seller warrants that all services performed under this Agreement will be done in an efficient and workmanlike manner. Under no circumstances will Seller's liability to Customer exceed the amounts paid by Customer under this Agreement for the applicable service that causes the Customer's claim. IN NO EVENT SHALL SELLER BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF CUSTOMER'S CLIENTS, IF ANY, FOR SUCH DAMAGES.
- 4.2 THE WARRANTY SET FORTH IN SECTION 4.1 ABOVE IS SELLER'S SOLE WARRANTY UNDER THIS AGREEMENT AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4.3 **Patents, Trademarks, Information**
  - a. Nothing in this Agreement shall be construed as;
    - (i) A warranty or representation by Seller that any advice provided under this Agreement is or will be free from infringement of patents of third parties; or

- (ii) Conferring a right to Customer to use in advertising, publicity or otherwise any trademark or trade name of Seller; or
  - (iii) Granting to Customer by implication, estoppel, or otherwise any licenses or rights under patents of Seller.
- b. SELLER MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE ADEQUACY, ACCURACY OR UTILITY OF ANY INFORMATION OBTAINED BY CUSTOMER UNDER THIS AGREEMENT. Seller assumes no responsibilities whatsoever with respect to the use by Customer or any third party of any information obtained by Customer or third party under this Agreement with respect to any use, sale or other disposition by Customer or its clients or other transferees of any products incorporating or made by use of the information obtained under this Agreement.

#### 4.4 General

- a. Radio systems are subject to degradation of service from natural phenomena such as so-called "skip" interference and other causes beyond the reasonable control of Seller such as motor ignition and other electrical noise as well as interference from other users assigned by the FCC to the same or adjacent frequencies. Seller cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such foregoing interference and noise can be minimized by the addition of corrective devices (at Customer's expense) adapted for particular locations and installations. Seller will investigate interference complaints (at the rates specified in Addendum I to this Agreement) and make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed.
- b. Seller does not assume responsibility for signal strength unless the deficiency is the result of substandard equipment maintenance.
- c. If, due to the action of regulatory authorities, changes to the equipment become necessary, such changes will be performed by Seller upon request at the expense of Customer.

## 5. TERM AND TERMINATION

- 5.1 The services under this Agreement will be provided by Seller to Customer for

an initial 1 year period and thereafter on an annual basis as provided herein with rates to be modified as set forth in Section 3.2.

The effective date of this Agreement is July 1<sup>st</sup>. 2019.

- 5.2 The services shall be automatically extended at the end of the initial year for an additional year and on a succeeding yearly basis thereafter unless either party notifies the other, in writing, at least sixty (60) days prior to the end of the yearly period then in effect that the services shall not be extended.
- 5.3 In the event that Customer fails to make any overdue payments due to Seller under this Agreement within fifteen (15) days after receipt of written notice from Seller, Seller may at its option immediately thereafter terminate this Agreement.
- 5.4 In the event of any other default under this Agreement, either Customer or Seller shall give the other party written notice describing the default and a thirty (30) day period to correct the default. This Agreement may then be immediately canceled if the default is not corrected prior to the end of the thirty (30) day period.

## 6. LIMITATION OF LIABILITY

- 6.1 The total liability of seller, including its subcontractors or suppliers, on any and all claims, whether in contract, warranty, tort (including negligence or patent infringement) or otherwise, arising out of, connected with, or resulting from the performance or non-performance of any agreement resulting here from or from the manufacture, sale, delivery, resale, repair, replacement or use of any equipment or the furnishing of any service, shall not exceed the price allocable to the equipment or service which gives rise to the claim. Except as to title any such liability shall terminate upon the expiration of the applicable warranty period specified in the article entitled "warranty".
- 6.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYERS CUSTOMERS FOR SUCH DAMAGES. IF BUYER TRANSFERS TITLE TO, OR LEASES THE EQUIPMENT SOLD HEREUNDER TO, OR OTHERWISE PERMITS OR SUFFERS USE BY, ANY THIRD PARTY, BUYER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING SELLER AND ITS SUBCONTRACTORS AND SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

**6.3** Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance or breach of the Contract, or from the manufacture, sale, delivery, installation, technical direction or installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Services, shall be commenced within one (1) year after the cause of action occurred or it shall be deemed waived or barred.

**6.4** Seller shall not be liable for costs incurred for repair and/or replacement of equipment that fails or becomes inoperative due to negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals and/or acts of God, acts of terrorism or work performed by third parties not authorized by RACOM to perform work on specified equipment.

Seller shall not be liable for costs incurred for correcting, replacing or repairing equipment damaged and/or data corruption induced and/or caused by 3<sup>rd</sup> party personnel or other equipment / systems not provided by RACOM.

**6.5** The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Contract and any other agreement.

**6.6** The provisions if this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Contract.

## **7. GENERAL PROVISIONS**

**7.1** All notices under this Agreement shall be in writing and shall be deemed to have been duly given upon being delivered personally or upon receipt if mailed by certified mail, return receipt requested. Notices shall be sent to the representatives named below or any subsequent representative for which notice was provided pursuant to this section.

**Seller:**

Sam Fleege  
\_\_\_\_\_  
RACOM  
Corporation  
201 W. State Street  
Marshalltown, Iowa 50158

**Customer:**

Sheriff Timothy Lane  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7.2** This Agreement shall be interpreted and the legal relations between the parties determined in accordance with the laws of the State of Iowa. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity

of enforceability of any other provisions thereof.

- 7.3 Seller shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to, acts of God, war, acts of terrorism, fires, severe weather, floods, strikes, blackouts, – embargoes or work performed on specified equipment by third parties not authorized by RACOM to perform such work. In the event such delays or failures interrupt Seller’s services to Customer, Seller shall promptly notify Customer of the circumstances and the anticipated delay.
- 7.4 This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and this Agreement supersedes and replaces all prior Agreements and understandings, either oral or written, regarding the subject hereof.
- 7.5 This Agreement cannot be amended, modified or any provisions waived orally. All amendments and modifications must be in writing and signed by both parties. All waivers must be provided in writing by the party waiving their rights under this Agreement.
- 7.6 This Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Seller may: (i) assign all of its rights, obligations and liabilities under this Agreement to any subsidiary; or (ii) assign its rights to monies due or payable under this Agreement; Seller shall provide Customer with written notice of any such assignment. Seller’s assignment of monies due or payable under the Agreement will not relieve Seller of any obligations or responsibilities to Customer hereunder.

**IN WITNESS WHEREOF**, intending to be legally bound, Seller and Customer have executed this Agreement as of the dates set forth below.

**RACOM Corporation**

**CUSTOMER**

By: *Sam E. Fleege*

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

Name: Sam Fleege \_\_\_\_\_

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

Title: Senior Manager Tech Support\_

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

Date: 6-18-2019

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



# ADDENDUM I

## SERVICE MAINTENANCE RATES

### A. RATES

Annual charges for maintenance: As outlined on the following page

### B. DEMAND SERVICE RATES

Hourly Rate (normal business hours): \$105/hr. technician, \$125/hr. engineering

Hourly Rate (overtime and holidays): 1.5 x standard rate

Mobile/Portable Radio Reprogramming: \$ 50 per radio per unit

### C. DATABASE CORRECTION RATES

The following rates apply only when outside the scope of a full and comprehensive maintenance services agreement

Hourly Rate: \$105/hr. technician

## ADDENDUM II

### EQUIPMENT LIST

#### A. EQUIPMENT

<u>Qty</u>	<u>Model/ Part</u>	<u>Serial #</u>	<u>Description</u>	<u>Made by</u>
------------	--------------------	-----------------	--------------------	----------------

#### Control Stations, Linkers, BDA Eq., Radios

1	CSI-AY/746-896/11	17B402428375	CSI PUBLIC SAFETY BDA	CSI
1	CSI-BDA51062-S81		BI DIRECTIONAL AMP	AXELL
1	RIU-BDAC-IDEN	5D28AC3	FIBER CONTROLLER	CORNING
1	WMB-B8U	5C31348	8 PORT FIBER HUB	CORNING
1	WMB-B8U	5C340D8	8 PORT FIBER HUB	CORNING
1	1000D-IDEN-SMR4	0732333	RHU REMOTE HUB	CORNING
1	1000D-IDEN-SMR4	07313EC	RHU REMOTE HUB	CORNING
1	1000D-IDEN-SMR4	0A5319C	RHU REMOTE HUB	CORNING
1	1000D-IDEN-SMR4	0732262	RHU REMOTE HUB	CORNING
1	1000D-IDEN-SMR4	#5D44999	RHU REMOTE HUB	CORNING
1	1000D-IDEN-SMR4	#5D44A06	RHU REMOTE HUB	CORNING
1	1000D-IDEN-SMR4	#5D449DA	RHU REMOTE HUB	CORNING

#### Full Service Squads

51	All Other Equipment	SQUADS	Full Squad Labor Coverage	RACOM
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#### Jail Portable Radios

1	DM-M78B	A40153005335	XG-25M	HARRIS
1	DM-M78B	A40153005386	XG-25M	HARRIS
1	DPXG-PB78B	A40138003642	XG-25P	HARRIS
1	DPXG-PB78B	A40138006991	XG-25P	HARRIS
1	DPXG-PB78B	A40138006992	XG-25P	HARRIS
1	DPXG-PB78B	A40138006993	XG-25P	HARRIS
1	DPXG-PB78B	A40138006994	XG-25P	HARRIS
1	DPXG-PB78B	A40138006995	XG-25P	HARRIS
1	DPXG-PB78B	A40138006996	XG-25P	HARRIS
1	DPXG-PB78B	A40138006997	XG-25P	HARRIS
1	DPXG-PB78B	A40138006998	XG-25P	HARRIS
1	DPXG-PB78B	A40138006999	XG-25P	HARRIS
1	DPXG-PB78B	A40138007000	XG-25P	HARRIS



1	DPXG-PB78B	A40138007001	XG-25P	HARRIS
1	DPXG-PB78B	A40138007002	XG-25P	HARRIS
1	DPXG-PB78B	A40138007003	XG-25P	HARRIS
1	DPXG-PB78B	A40138007004	XG-25P	HARRIS
1	DPXG-PB78B	A40138007005	XG-25P	HARRIS
1	DPXG-PB78B	A40138007006	XG-25P	HARRIS
1	DPXG-PB78B	A40138007007	XG-25P	HARRIS
1	DPXG-PB78B	A40138007008	XG-25P	HARRIS
1	DPXG-PB78B	A40138007009	XG-25P	HARRIS
1	DPXG-PB78B	A40138007010	XG-25P	HARRIS
1	DPXG-PB78B	A40138007011	XG-25P	HARRIS
1	DPXG-PB78B	A40138007012	XG-25P	HARRIS
1	DPXG-PB78B	A40138007013	XG-25P	HARRIS
1	DPXG-PB78B	A40138007014	XG-25P	HARRIS
1	DPXG-PB78B	A40138007015	XG-25P	HARRIS
1	DPXG-PB78B	A40138007016	XG-25P	HARRIS
1	DPXG-PB78B	A40138007017	XG-25P	HARRIS
1	DPXG-PB78B	A40138007018	XG-25P	HARRIS
1	DPXG-PB78B	A40138007019	XG-25P	HARRIS
1	DPXG-PB78B	A40138007020	XG-25P	HARRIS
1	DPXG-PB78B	A40138007021	XG-25P	HARRIS
1	DPXG-PB78B	A40138007022	XG-25P	HARRIS
1	DPXG-PB78B	A40138007023	XG-25P	HARRIS
1	DPXG-PB78B	A40138007024	XG-25P	HARRIS
1	DPXG-PB78B	A40138007025	XG-25P	HARRIS
1	DPXG-PB78B	A40138007026	XG-25P	HARRIS
1	DPXG-PB78B	A40138007027	XG-25P	HARRIS
1	DPXG-PB78B	A40138007028	XG-25P	HARRIS
1	DPXG-PB78B	A40138007029	XG-25P	HARRIS
1	DPXG-PB78B	A40138007030	XG-25P	HARRIS
1	DPXG-PB78B	A40138007031	XG-25P	HARRIS
1	DPXG-PB78B	A40138007032	XG-25P	HARRIS
1	DPXG-PB78B	A40138007033	XG-25P	HARRIS
1	DPXG-PB78B	A40138007034	XG-25P	HARRIS
1	DPXG-PB78B	A40138007035	XG-25P	HARRIS
1	DPXG-PB78B	A40138007036	XG-25P	HARRIS
1	DPXG-PB78B	A40138007037	XG-25P	HARRIS
1	DPXG-PB78B	A40138007038	XG-25P	HARRIS
1	DPXG-PB78B	A40138007039	XG-25P	HARRIS
1	DPXG-PB78B	A40138007040	XG-25P	HARRIS

**TOTAL OF THIS 7-1-2019 TO 6-30-2020 CONTRACT SHALL BE \$ 19,989.00**

### **ADDENDUM III**

#### **SPECIAL CONDITIONS**

## 1.0 **Maintenance Exclusions**

### 1.1 Fixed Equipment

The items identified below are covered during the warranty period if they have been provided and installed by RACOM. Following the end of the warranty period, these items are specifically excluded from coverage by this Maintenance Agreement, unless otherwise noted in Addendum II (A) Fixed Equipment List. Customer may request services on these items at the then current Demand Services Rates listed in Addendum I — System Maintenance Rates.

- Batteries of any type or equipment location. Batteries are considered a consumable item and are not covered by this agreement.
- Any UPS or power conditioning equipment and associated batteries are excluded from this Agreement.
- Site Civil Work Items are excluded from this Agreement to include:
  - Towers and Tower Lighting Systems
  - Shelters — including lighting fixtures or bulbs, HVAC systems & Fire Suppression Systems.
  - Fences
  - Land, Roads and surface coverings
  - Landscaping
  - Generators
  - Generator Fuel Tanks
  - HVAC
  - Power Supplies
  - Site Electrical Feed (whether underground or overhead)
- Console Personal Audio Accessories (headset, ear piece)

### 1.2 Terminal (Non-Fixed) Equipment

- Portable Radios — Specifically Excluded are:
  - Antennas
  - Batteries
  - Carrying Cases
  - Speaker Mics & Other Audio Accessories
- Mobile Radios — Specifically Excluded are:
  - Antennas
  - Any issues related to vehicular power systems
    - Voltages out of radio specification range
    - Voltage spikes

### 1.3 Civils Equipment — Towers, Shelters, Generators, UPS

- Civils Equipment is covered by maintenance services during the backbone equipment warranty period.
- Following end of the backbone warranty period the Civils Equipment is no longer covered by this agreement.
- Customer may request that RACOM provide maintenance services to Civils Equipment following end of warranty and RACOM will provide a Demand Services quotation for the service requested. Customer will issue a Purchase Order to RACOM to approve proceeding with the quoted services.

### 1.4 Insurance of Scott Co. – owned equipment

### 1.5 Other Exclusions:

- Hardware, firmware and software upgrades that enhance the features beyond the version release purchased.
- Phone or remote lines.
- Cosmetic damage to radio housing, accessory or cable.
- Damage resulting from accident, misuse, abuse, neglect or theft.
- Damage from liquids, battery corrosion or other chemicals.
- Damage resulting from charging systems, jump-starting or power line voltage fluctuations.
- Damage from lightning or other acts of nature.
- Damage resulting from the repair or installation or the attempted repair or installation by anyone other than **RACOM**.

## 2.0 **Specialized Site Access**

On-site response times are based on the assumption that the site is accessible by normal transportation methods and vehicles. On-site response time requirements exclude site locations that require extensive drive time due to traffic conditions or site locations where specialized vehicles (snow cat, helicopter, etc.) are required. In addition, Customer is responsible to ensure that all necessary clearances, escorts, or other special requirements have been met in advance to allow technicians prompt access to any equipment requiring service that may be located in a secured or limited access area of the Customer's facilities.

## 3.0 **Equipment Lists**

All services provided under this Agreement are only applicable to the land mobile radio products and systems sold and provided by RACOM to Customer and referenced in Addendum II to this Agreement.

Customer may add or delete equipment items to the list of maintained equipment by notifying RACOM in writing. As additional items are purchased from RACOM they will be added to this Agreement on an annual basis. Any changes to this Agreement will be through an Amendment document completed by RACOM and provided for review, approval and signature. The Amendment document will provide revised equipment lists, revised pricing structure changes and any necessary changes to fully incorporate the additional items into the Agreement.

#### **4.0 Transportation**

RACOM shall provide transportation in the form of conventional vehicles, including four-wheel drive if needed. Non-Conventional transportation is not included in this agreement. Should non-conventional transportation be required in the form of snow cat, snowmobile, helicopter, etc., Customer may provide such transportation or RACOM will provide as a Demand Service per the provisions of Section 2.4 and per pricing in Addendum I — Section C — Demand Service Rates.

#### **5.0 Incidental Calls for Service**

Calls for repair on contract equipment that have failed as a result of third party equipment or services are not covered under this contract. Example: phone circuits that are used to control remote base stations. This is limited to preliminary diagnostics of the problem. At the customer's request RACOM will contact the third party provider and explain the problem.

#### **6.0 Limit of Repairs**

No single repair to equipment shall exceed the value of that equipment. RACOM will make every reasonable attempt to make repairs to older equipment, however, obsolete parts may not be available from the manufacturer or prohibitively expensive.

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

July 11, 2019

APPROVAL OF THE RACOM service support contract for the Sheriff's Office in the amount of \$19,989.00.

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

- Section 1. That the RACOM service support contract with the Sheriff's Office is hereby approved as presented.
- Section 2. That Sheriff Lane is hereby authorized to sign said contract.
- Section 3. This resolution shall take effect immediately.

**INFORMATION TECHNOLOGY**

400 West Fourth Street  
Davenport, Iowa 52801-1104

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



Item #10  
7/9/19

July 3, 2019

To: Mahesh Sharma, County Administrator

From: Tim Lane, County Sheriff  
Tom Leonard, Sergeant Sheriff's Office  
Nick Clausen, Technology Systems Coordinator, Information Technology  
Matt Hirst, Director Information Technology

Subject: Sheriff's Patrol Technology Project

Quotes have been received for the purchase of equipment necessary to add Mobile Data Computers (MDC's), communication gateways, camera technology in the new Sheriff's Office public safety vehicles to support the addition of new deputies.

Quote summary for the MDC's and communication gateways is as follows:

Description	Vendor
	Keltek (Panasonic)
5 Ruggedized Laptops w/ GPS, Docks, Port Replicators, 3 Years Warranty	\$30,342.10

Quote summaries for in-vehicle video is as follows:

Description	Vendor
	Watch Guard
In-Vehicle Video	\$25,820.00

It is recommended that the Board approve the quotes from Kelteck and Watch Guard for the technology project in Sheriff's Office to support additional deputies with a total project cost of \$56,162.10.

This project will provide MDC's, communication gateways, and in-vehicle video. The technology will facilitate the following public safety activities:

- Provide computing capabilities and performance with current MDC's
- Provide communication capabilities and performance with 4G LTE wireless communication
- Provide use of State of Iowa TraCS (Traffic and Criminal Software) application – TraCS allows printing of citations, accidents forms, OWI forms and vehicle inventories. TraCS also enables

scanning of driver licenses and registrations data into forms to be created as well as viewing driver license information including photos. Presently TraCS is being used at 180 plus law enforcement agencies, plus the State Patrol and the Motor Vehicle Enforcement Officers of Iowa.

- Provide use of NWS Aegis application used to communicate with SECC, other agencies, other deputies, and perform FBI NCIC (National Crime Information Center) lookups for criminal history.
- Provide advantages of MDC's including: ease of use, ease of installation, access to Internet for weather conditions, and access to the Scott County network via Virtual Private Network (VPN) connectivity. (County VPN connectivity provides access to any and all County applications including e-mail, MS Office, and Computer Aided Dispatch/Records Management System (CAD/RMS).

Budget dollars are available in the FY'20 CIP budget.

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

July 11, 2019

APPROVING SHERIFF'S PATROL TECHNOLOGY PROJECT

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

Section 1. The technology project for Sheriff's Patrol with a total cost of \$56,162.10 is hereby approved. The quotes from Keltek for 5 Toughbook CF54 MDC's, 5 docking stations, and 5 port replicators, 5 Sierra Wireless in-vehicle communication gateways, and antennas in the amount of \$30,342.10; and Watch Guard for in-vehicle and deputy video in the amount of \$25,820.00 are hereby approved.

Section 2. This resolution shall take effect immediately.