

**TENTATIVE AGENDA**  
**SCOTT COUNTY BOARD OF SUPERVISORS**  
**June 21 - 25, 2021**

**Tuesday, June 22, 2021**

**Committee of the Whole - 8:00 am**  
**Board Room, 1st Floor, Administrative Center AND WEBEX/VIRTUAL OPTION**

The public may join this meeting in person OR by phone/computer/app by using the information below. Contact 563-326-8702 with any questions.

**TO JOIN BY PHONE 1-408-418-9388**  
**ACCESS CODE: 146 103 8343 PASS CODE: 1234**

OR you may join via Webex. Go to [www.webex.com](http://www.webex.com) and JOIN meeting using the same Access Code and Pass Code above.

<<https://scottcountyiowa.webex.com/scottcountyiowa/onstage/g.php?MTID=e9ff151a1477d6daf5d2673a97c198350>>

See the Webex Instructions in packet for a direct link to the meeting.

- \_\_\_ 1. Roll Call: Kinzer, Knobbe, Maxwell, Beck, Croken
- \_\_\_ 2. Public Comment as an Attendee.  
By Phone:  
\*3 to raise/lower hand, \*6 to unmute (host must unmute you first)  
  
By Computer:  
Bottom right of screen, you will find Participants and Chat, in this area you will find the hand icon, use the hand icon to raise and lower your hand.

**Facilities & Economic Development**

- \_\_\_ 3. Annual road rock and ice control sand quotes. (Item 3)

**Human Resources**

- \_\_\_ 4. Human Resource Policy Changes - Policy D "Classification and Compensation". (Item 4)
- \_\_\_ 5. Employee request for unpaid leave of absence. (Item 5)
- \_\_\_ 6. Exception to current wage scale for Planning & Development Specialist. (Item 6)
- \_\_\_ 7. Staff appointments. (Item 7)

**Health & Community Services**

- \_\_\_ 8. One-Year amendment to County Agreement with MEDIC EMS. (Item 8)

\_\_\_ 9. Tax suspension request. (Item 9)

### **Finance & Intergovernmental**

- \_\_\_ 10. Annual insurance renewals for liability, property, worker's compensation, and medical professional. (Item 10)
- \_\_\_ 11. FY22 State of Iowa Governor's office of Drug Control Policy (ODCP) Byrne/JAG Grant Award. (Item 11)
- \_\_\_ 12. Restorative Justice Programs (Formerly Auto Theft Accountability Program) Contract Approval. (Item 12)
- \_\_\_ 13. Youth Centered Meetings (Formerly Youth Transition Decision Making Program) Contract. (Item 13)
- \_\_\_ 14. Appropriations and Authorized Positions for FY22. (Item 14)
- \_\_\_ 15. Authorization release funding to component units and authorized agencies. (Item 15)
- \_\_\_ 16. FY21 Fund Transfers. (Item 16)
- \_\_\_ 17. Board Appointments: Linda Holdorf, Benefited Fire District #5 and Michael Limberg Civil Service Commission. (Item 17)
- \_\_\_ 18. Consideration of appointments with upcoming term expirations for Boards & Commissions.

o Vacancy - Board of Health, 3 year term ends 12/31/21

### **Other Items of Interest**

- \_\_\_ 19. Quad Cities Chamber Business & Economic Growth Partnership Agreement. (Item 19)
- \_\_\_ 20. Cigarette/tobacco permits for Locust Mart, 11423 160th Street, Davenport and Kwik Shop #589, 1 Grove Road, Park View and a beer/liquor license renewal for Pride of the Wapsi, 14600 305th Street, Long Grove, and No Place Special, 20996 N Brady Street, Davenport.
- \_\_\_ 21. Adjourned. Moved by \_\_\_ Seconded by \_\_\_

**Thursday, June 24, 2021**

### **Regular Board Meeting - 5:00 pm Board Room, 1st Floor, Administrative Center AND WEBEX/VIRTUAL OPTION**

The public may join this meeting in person OR by phone/computer/app by using the information below. Contact 563-326-8702 with any questions.

**TO JOIN BY PHONE 1-408-418-9388  
ACCESS CODE: 146 049 6448 PASS CODE: 1234**

OR you may join via Webex. Go to [www.webex.com](http://www.webex.com) and JOIN meeting using the same Access Code and Pass Code above.

<<https://scottcountyiowa.webex.com/scottcountyiowa/onstage/g.php?MTID=eace792f60e2bf45a270a367f18975ddf>>

See the Webex Instructions in packet for a direct link to the meeting.

## Instructions for *Unmuting Phone Line* during Board Meeting teleconference

To gain the moderator's attention, **press \*3 from your phone OR the raise hand icon** on computer or mobile device (for location of raise hand icon, see below). Phone lines will be placed on mute during the meeting. Participants may unmute their line using the mute icon or \*6 on their phone after being recognized by the Chair.

**Meeting #146 103 8343**

**Password #1234**

### Connect via Computer or application:

Host: [www.webex.com](http://www.webex.com) Meeting number: **above** Password: **1234**

Or use direct link to meeting:

<https://scottcountyiowa.webex.com/scottcountyiowa/onstage/g.php?MTID=e9ff151a1477d6daf5d2673a97c198350>

**Connect via telephone: 1-408-418-9388** Meeting number: **above** Password: **1234**


### Telephone / Cell Phones Connections:

Telephones lines will be placed on mute during the meeting. Participants may "raise their hand" by using \*3 to gain attention of the host.

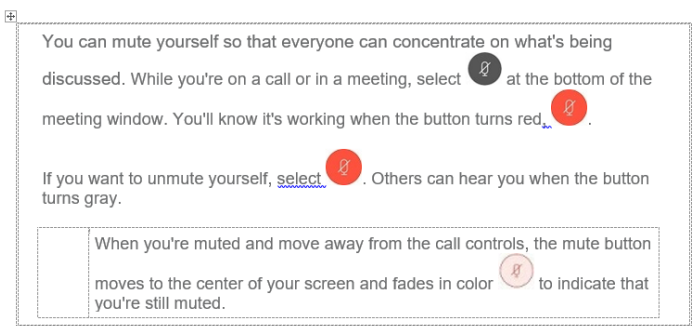
When called upon for comments by the Board,

1. The host will then unmute the participant's line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by keying \* 6
4. After conversation, please lower your hand. (\*3 again)

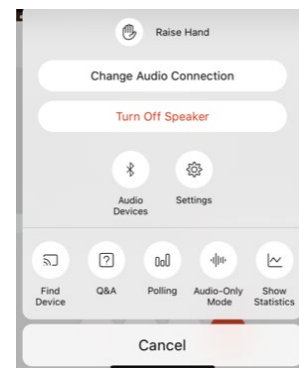
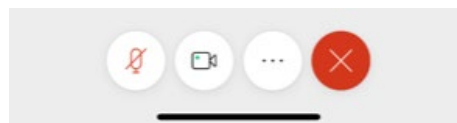
### Computer / Application Connections:

If connected via web application or computer, the user should look for the **Raise Hand**  raise hand symbol and click to appear raised so the host may acknowledge you.

1. The host will then unmute the participant's line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by clicking the microphone symbol.
4. After conversation, please lower your hand. (\*3 again)



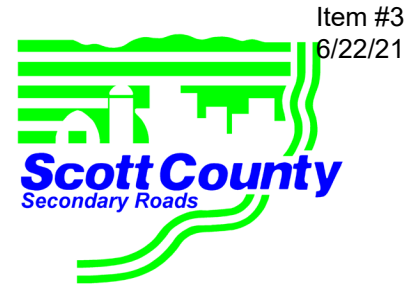
To find the **raise hand icon**, you may need to click on ...



**SCOTT COUNTY ENGINEER'S OFFICE**

950 E. Blackhawk Trail  
Eldridge, IA 52748

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



ANGELA K. KERSTEN, P.E.  
County Engineer

TARA YOUNGERS  
Senior Administrative Assistant

**MEMO**

TO: Mahesh Sharma  
County Administrator

FROM: Angela Kersten  
County Engineer

SUBJ: Rock and Ice Control Sand Quotes

DATE: June 14, 2021

Approval of acceptance of annual road rock and ice control sand quotes as shown in the resolution for July 1, 2021 - June 30, 2022.

There are four areas in the Secondary Road budget that allows for funding for rock usage. Listed below are the budgeted dollars for each area:

	<u>FY 21/22</u>	<u>FY 20/21</u>	<u>FY 19/20</u>
1. Granular (Resurfacing of roads)	\$1,000,000	\$ 1,125,000	\$ 900,000
2. Macadam projects	\$ 10,000	\$ 10,000	\$ 10,000
3. Shoulder Maintenance	\$ 225,000	\$ 250,000	\$ 225,000
4. Stabilized Granular	\$ 75,000	\$ 150,000	\$ 75,000

The comparisons to the quotes from previous years are as follows:

		<u>FY-21/22</u>	<u>FY-20/21</u>	<u>FY-19/20</u>	<u>% Change</u>
Riverstone Group, Inc.:	ITEM #1 ROCK (LeC/McC)	\$9.00	\$ 8.75	\$ 8.50	+2.9%
	ITEM #1a ROCK (New Lib)	\$9.00	\$ 8.25	\$ 8.00	+9.1%
	ITEM #2 SAND (LeC/McC)	\$9.20	\$ 9.00	\$ 8.80	+2.2%
	ITEM #2a Sand Del. (McC-Semi)	\$14.05	\$13.60	\$13.45	+3.3%
	ITEM #2a Sand Del. (McC-Tandem)	\$15.45	\$15.00	\$14.80	+3.0%
	ITEM #3 Macadam (LeC/McC)	\$9.00	\$ 9.00	\$ 8.80	+0.0%
	ITEM #3a Macadam (New Lib)	\$9.00	\$ 8.50	\$ 8.30	+5.9%
	ITEM #4 Class "A" Rock (LeC/McC)	\$9.25	\$ 9.00	\$ 8.75	+2.8%
Linwood Mining:	ITEM #1 ROCK	\$10.15	\$ 10.00	\$ 9.75	+1.5%
	ITEM #2 SAND	NO QUOTE	NO QUOTE	NO QUOTE	----
	Item #2 Slag Sand	\$6.00	\$ 5.00	\$ 4.50	+20.0%
	ITEM #2a Sand Delivered	NO QUOTE	NO QUOTE	NO QUOTE	----
	ITEM #3 Macadam	\$13.25	\$13.00	\$13.00	+1.9%
	ITEM #4 Class "A" Rock	\$10.80	\$10.65	\$10.50	+1.4%
Wending Quarries:	ITEM #1 ROCK	\$9.25	\$ 9.00	\$ 9.00	+2.8%
	ITEM #2 SAND	\$8.50	\$ 8.00	\$ 8.00	+6.3%
	ITEM #2a Sand Delivered	NO QUOTE	NO QUOTE	NO QUOTE	----
	ITEM #3 Macadam	\$8.35	\$ 8.00	\$ 8.00	+4.4%
	ITEM #4 Class "A" Rock	\$9.25	\$ 9.00	\$ 9.00	+2.8%

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

June 24, 2021

ACCEPT QUOTES FOR ROAD ROCK AND ICE CONTROL SAND FROM THE FOLLOWING  
 SUPPLIERS AT THE FOLLOWING PRICES JULY 1, 2021 THROUGH JUNE 30, 2022.

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

Section 1. That the quotes for road rock and ice control sand be accepted

from the following:

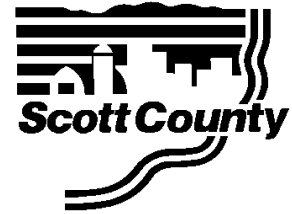
Riverstone Group, Inc:	ITEM #1 Rock	\$9.00
	ITEM #2 Sand	\$9.20
	ITEM #2a Sand Delivered	\$14.05 Semi
	ITEM #2a Sand Delivered	\$15.45 Tandem
	ITEM #3 Macadam	\$9.00
	ITEM #4 Class "A" Rock	\$9.25
Linwood Mining:	ITEM #1 Rock	\$10.15
	ITEM #2 Sand	No Quote
	ITEM #2 Slag Sand	\$6.00
	ITEM #2a Sand Delivered	No Quote
	ITEM #3 Macadam	\$13.25
	ITEM #4 Class "A" Rock	\$10.80
Wendling Quarries:	ITEM #1 Rock	\$9.25
	ITEM #2 Sand	\$8.50
	ITEM #2a Sand Delivered	No Quote
	ITEM #3 Macadam	\$8.35
	ITEM #4 Class "A" Rock	\$9.25

Section 2. That the amounts purchased will be based on the lowest hauled  
 in-place cost based on county needs.

Section 3. That 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  
HR@scottcountyiowa.com



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Date: June 14, 2021  
To: Mahesh Sharma, County Administrator  
From: Mary J. Thee, Human Resources Director/Asst. County Administrator  
Subject: Policy Updates

The proposed update was presented to the Department Heads/Elected Officials. Here are the proposed changes to the Administration Policies:

Policy D "Classification and Compensation" updates the policy to permit the movement of employees from the County to SECC or EMA, or conversely. The previous practice was to require employees to resign from one entity and be considered a new employee at the other entity thus paying out all accruals. After discussions with the SECC/EMA Director we agree that since all three entities are on the same pay plan and utilize the same policy that it should be permissible to allow employees to promote or transfer between the three entities.

## **D. CLASSIFICATION AND COMPENSATION**

### **GENERAL POLICY**

It is the policy of Scott County to maintain a system for classifying and compensating its employees which is based on the principles of fairness and equity, and allows the County to recruit and retain qualified employees necessary for the fulfillment of its mission.

### **SCOPE**

This policy is applicable to the following:

All employees responsible to the Scott County Board of Supervisors;

All employees responsible to a county elected office holder with the exception of the elected office holder themselves and deputies;

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.

### **JOB CLASSIFICATION PLAN**

The County utilizes a classification system developed by Public Sector Personnel Consultants (PSPC) which reviews a position based on the market value of the classification and internal equity within the department and countywide.

The Human Resources Director is responsible for maintaining the job classification plan, including an analysis of the duties and responsibilities assigned to and the qualifications required of each position. Department heads shall cooperate with the Human Resources Department in maintaining an accurate and up-to-date job description for each regular position in the County table of organization.

As may be required in establishing new positions or reclassifying existing positions, the Human Resources Director shall provide recommendations to the County Administrator as to salary range that should be utilized for the position based on the



Draft for discussion

market comparables and internal equity, both in the department and countywide. The review should consider any compression factors with the classification attempting to maintain at least two grades between a position and the supervisor or subordinates.

**ADJUSTMENTS TO A DEPARTMENT'S TABLE OF ORGANIZATION DURING THE BUDGET REVIEW PROCESS**

Proposed changes to a department's table of organization, including the addition or elimination of positions as well as the upgrading or downgrading of existing positions, will normally be accomplished during the County's annual budget review process prior to the start of each fiscal year. Should a department desire to move an individual to a higher classification already in existence it may only be done through the budgetary process by requesting an adjustment to the number of FTEs in each classification.

Departmental requests for changes to its table of organization shall be included with its annual budget request utilizing the "organizational change request" form provided. Requests must be submitted in accordance with established time frames and should include detailed justification for the proposed changes. The Human Resources Director will study all proposed changes and provide a recommendation to the County Administrator. Changes of this nature require approval by the Board of Supervisors upon the recommendation of the County Administrator.

**ADJUSTMENTS TO A DEPARTMENT'S TABLE OF ORGANIZATION OUTSIDE OF THE BUDGET REVIEW PROCESS**

Proposed changes to a department's table of organization are normally accomplished during the annual budget review process, exceptions to this rule must meet at least one of the following criteria:

1. Situations in which there is an increase in the documented volume of work which could not have been forecast during the most recent budget review process. Requests of this nature should be supported by in-depth documentation of the increased workload, the formula or method used to determine the number of additional staff needed, and an explanation as to why the situation could not have been anticipated during the previous budget cycle.
2. Situations in which the requested change provides greater efficiency of operation and results in a net reduction in the number of FTE's in the department and/or a reduction in overall salary/benefit expenditures. Requests of this nature should include a specific description of the increased efficiency and how it will be accomplished.

3. Situations in which there is a change in key personnel and a reorganization of the function is desired. Requests of this nature should include a detailed rationale as to the benefits and cost savings of reorganization.
4. Situations resulting from a change in external funding. Requests of this nature should identify the reason(s) for the change in funding and should set forth staffing alternatives to deal with such change.

The Human Resources Director will study all proposed changes under this section and provide a recommendation to the County Administrator. Changes of this nature require approval by the Board of Supervisors upon the recommendation of the County Administrator.

### **PAY PLAN**

The County has adopted a fourteen (14) step wage scale with 2.5% between each step maintaining an approximate 40% overall spread between the top and bottom of the scale. The Human Resources Director shall maintain the scale annually by applying any cost of living adjustment to the scale as approved by the Board of Supervisors through the budget process. The midpoint of the range shall be considered step 7 of the range. Positions are assigned a particular pay range.

The Human Resources Director is responsible for maintaining the County pay plan and administering the pay practices and procedures established in this policy. This shall include advising departments on pay administration matters and conducting periodic salary surveys of comparable positions in other public and private organizations. The County pay plan will be updated annually and included in the official budget plan document.

Hourly pay rates for temporary, part-time and/or seasonal staff shall be established on an as-needed basis. The Human Resources Director shall recommend appropriate pay rates for such positions in consultation with the hiring department. Final approval shall be by the Board of Supervisors.

### **ENTRY-LEVEL PAY RATES**

The entry-level or base pay rate for a new employee shall normally be the minimum in the pay range established for the position being filled.

A department head, subject to a recommendation by the County Administrator and approval by the Board of Supervisors, may make an appointment above the entry-level pay rate to midpoint for non-represented positions. Appointments above the

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entry-level pay rate will be considered when there are special labor market considerations or in recognition of a candidate's exceptional qualifications.

## **TRANSFERS**

When an employee is transferred from one classification to another with the same pay range he/she shall continue to receive the same pay rate. The employee's anniversary date will not change. However an employee classified in a per needed or PRN position will have their anniversary date changed to their hire date as either a part-time or full-time employee eligible for step increases.

If the transfer is to a position with a different pay range, the employee's pay rate shall be modified as a "promotion" or "demotion".

Inter-departmental transfers require a minimum of two (2) week notice prior to the official transfer of an employee. However this time frame may be shortened or extended based on the staffing needs of the affected departments, after consultation with the Human Resources Director.

## **PROMOTIONS**

When a fully-qualified employee is promoted from one class to another having a higher pay range, the incumbent's salary rate will be set at the minimum of the new pay range, or placed on a step in the new pay range of five (5) percent above the incumbent's current rate, whichever is greater providing it does not exceed the maximum in the new pay range. The employee will be given a new position anniversary date.

Inter-departmental promotions will require a minimum of two (2) week notice prior to transfer of an employee. However this time frame may be shortened or extended based on the staffing needs of the affected departments, after consultation with the Human Resources Director.

## **DEMOTIONS**

When an employee is demoted for cause to an existing job classification with a lower pay range they shall be placed on a step in the new pay range with a pay rate decrease of at least five (5) percent. The employee will be given a new position anniversary date.

If the employee voluntarily demotes to a job classification they previously held they shall be placed on a step in the new pay range closest to their current rate of pay, unless the voluntary demotion occurs within 6 months of a promotion in which case

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they shall return to their previous rate of pay along with any COLAs that may have occurred. The anniversary date shall return to the original anniversary date.

If an employee applies for and obtains a new job classification with a lower pay range, the employee shall be placed on a step in the new pay range with a pay rate decrease of at least five (5) percent so long as the new rate is at midpoint or less. An employee who applies for a new position which results in a voluntary demotion shall not be placed on a step higher than midpoint. Their anniversary date shall not change.

### INTERAGENCY TRANSFERS

If an employee seeks to apply for and move from a position in the County to SECC or EMA, or conversely, their pay rate shall be as follows;

- movement to a position in a collective bargaining unit shall always result in moving to step 1 on the pay plan; or
- movement to a non-represented position shall result in a pay rate based on whether the new position is considered a promotion, transfer or voluntary demotion pursuant to this policy.

An employee who moves to an interagency position shall retain any vacation, sick leave or floating holiday accruals. The employee's vacation and sick leave accrual rate shall be based on their benefit accrual date established by Human Resources. Any compensatory time held by the employee shall be paid out at the time of the interagency transfer.

### JOB RECLASSIFICATIONS

In the event of an upgrade resulting in a new pay range, the incumbent's pay rate will be set at the minimum of the new pay range, or at a rate of five (5) percent above the incumbent's current rate, whichever is greater providing it does not exceed the maximum in the new pay range. The incumbent's anniversary date in the position will not change.

In the event of a downgrade resulting in a decrease in the pay range, the incumbent's shall be placed on a step in the new pay range closest to their current pay rate. The incumbent's anniversary date in the position will not change. If the employee's pay range is lowered as part of a salary or market study, the individual's salary shall be "red circled" and not eligible for step or cost of living adjustment (COLA) until the individual's salary is within the new pay range.

In the event a position is officially removed from a certified bargaining unit, the incumbent's pay rate will not change, but will establish a step on the new range. If the incumbent's pay rate is below the minimum pay rate in the new range, the incumbent's pay shall be set at the minimum.

## **TEMPORARY ASSIGNMENTS**

Department heads may assign employees from one job to another for the following reasons:

1. To temporarily fill a vacancy or replace an employee who is absent due to illness, training or leave of absence.
2. To observe the performance of an individual for the purpose of determining employee potential and ability to assume the duties and responsibilities of a vacant position on a full-time basis.
3. To complete short-term assignments such as special projects, or to assist in relieving a back-log of work over a short period of time.

In the event an employee is temporarily assigned to a position with a higher pay range for more than ten working days, and the employee is fully performing the duties of such position, the employee shall be paid at the same rate of pay, starting with the eleventh working day, that he/she would have been paid if promoted to that position. However if the temporary assignment is that of interim or acting department head due to a termination the individual shall be placed on a step in the new range equivalent to ten (10) percent without exceeding the new range immediately upon the vacancy.

Upon conclusion of the temporary assignment, if the employee is returned to his/her previous position, the employee will receive his/her former rate of pay plus any earned increments that might have accrued.

Employees temporarily assigned to a position of the same or lower pay range than their present position will maintain their current salary.

## **ADMINISTRATIVE PROCEDURES**

1. Processing step increases. The Human Resources Department shall process step increases for employees annually on the employee's position anniversary, not necessarily the hire date. County departments shall notify Human Resources one (1) month in advance of an employee's anniversary date if they anticipate an employee will not score an average of 3.0 "Meets expectations" on the performance evaluation. Advancement to the succeeding pay step will be processed on schedule by the Human Resources Department unless the appropriate department head advises otherwise.

Draft for discussion

2. Processing upgrades at the beginning of the fiscal year. The Human Resources Department shall notify County departments in advance of upgrades, including those implemented at the beginning of the County's fiscal year. For salary administration purposes, it is important to note that the County's July 1, Cost of Living Allowance must be applied prior to the calculation of the position upgrade. The upgrade shall then be calculated as addressed in the previous Job Reclassifications section.

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

June 24, 2021

#### APPROVING CHANGES TO HUMAN RESOURCES POLICY D

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

Section 1. Human Resources Policy D "Classification & Compensation" updates the policy to address the accruals of staff transferring between the County, SECC or EMA.

Section 2. This resolution shall take effect immediately.

HUMAN RESOURCES DEPARTMENT  
600 W. 4<sup>TH</sup> Street  
Davenport, IA 52801

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



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**Date:** June 14, 2021

**To:** Board of Supervisors

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

**Subject:** Unpaid Leave of Absence - Jay Wilson

We have received a request for an unpaid leave of absence by Mr. Wilson who is a Deputy Officer through December 31, 2021. The Sheriff is in agreement with this request. Mr. Wilson meets the qualifications of an unpaid leave of absence pursuant to County Policy N. Therefore it is my recommendation that the request be approved.

**Cc:** Sheriff Lane  
Major Shawn Roth



THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD OF SUPERVISORS ON _____ DATE  _____ SCOTT COUNTY AUDITOR
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R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

June 24, 2021

APPROVING A POLICY EXCEPTION FOR  
ALAN SABAT FOR PROMOTIONAL WAGE RATE

WHEREAS, Alan Sabat was initially hired by the County as of February 15, 2016 as a Planning and Development Specialist and voluntarily left employment November 16, 2018;

WHEREAS, Mr. Sabat returned to County employment December 29, 2020 as an Office Assistant;

WHEREAS, Mr. Sabat was internally promoted on March 29, 2021 to the position of Planning and Development Specialist;

WHEREAS, pursuant to County Policy D, Mr. Sabat as an internal applicant received a rate increase as a promotional opportunity which placed him on step 1 of the Planning and Development Specialist scale; and

WHEREAS, the Planning and Development Director is requesting an exception to permit Mr. Sabat be placed on step 3 of the current wage scale to recognize his 2 years of prior experience with the County in the same position.

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

Section 1. That Mr. Sabat's previous experience with the County as a Planning and Development Specialist warrants an exception to place him at step 3.

Section 2. That this resolution is an exception to current Human Resources Policy D and should not be viewed as precedent setting.

Section 3. This resolution shall take effect immediately.

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

Item #7  
6/22/21

**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)

---

Date: June 24, 2021

Memo To: Board of Supervisors

From: Major Bryce Schmidt

**REF: Step 3 Salary for Inmate Programs Coordinator Amanda Parsons**

After the Sheriff's Office concluded the interviews for the vacant program coordinator position, the unanimous choice is Amanda Parsons. Ms. Parsons graduated with a bachelor's degree in Sociology from South Dakota State University in August, 2016 and graduated with a master's degree in social work from the University of South Dakota in May, 2021. Since January, 2017 to present, Ms. Parsons has been working as a youth and family therapist, a chemical dependency counselor and a mental health counselor. After consulting with Human Resources, we feel that Ms. Parsons receiving her master's degree and her experience enables her to start at a step 3 on the Scott County Salary Rate Table, which is a step for each year of experience. We are asking for Board approval to hire Amanda Parsons at the step 3 salary for the program coordinator position at \$27.64 per hour or \$57,491 annually.

I can make myself available for any questions.

Thank you.

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

June 24, 2021

### APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Amanda Parsons for the position of Inmate Programs Coordinator in the Sheriff's Office at Step 3.

Section 2. The hiring of Eric Williams for the position of Deputy in the Sheriff's Office at the entry level rate.

Section 3. The hiring of Andrew Anderson for the position of Assistant County Attorney in the Attorney's Office at the entry level rate.



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## Scott County Health Department

600 W. 4<sup>th</sup> Street | Davenport, IA 52801-1030 | P. 563-326-8618 | F. 563-326-8774  
health@scottcountyiowa.gov | www.scottcountyiowa.gov/health

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June 14, 2021

To: Mahesh Sharma, County Administrator  
From: Amy Thoreson, Director

RE: One-Year Amendment to County Agreement with MEDIC EMS

Attached you will find copies of an amendment to the current Agreement with MEDIC EMS extending the terms and expiration date for one additional year, until June 30, 2022, for the Board of Supervisors approval and signature.

The COVID-19 pandemic required discussions regarding future operational models of MEDIC to be put on hold. While those discussions have resumed, amending the current agreement will allow the continuation of operations until those discussions conclude.

MEDIC EMS provides basic life support and advanced life support and emergency and transfer services within geographical areas "A" and "E" of the Scott County Code of Ordinances, Chapter 28, Ambulance Service, and standby and/or back-up services for area "B", "C", and "D".

The Scott County Board of Health has the amendment on its June 17, 2021 agenda for review and approval.





## Scott County Health Department

600 W. 4<sup>th</sup> Street | Davenport, IA 52801-1030 | P. 563-326-8618 | F. 563-326-8774  
health@scottcountyia.gov | www.scottcountyia.gov/health

July 1, 2021

Amendment #1

Agreement #: SCAA-MEMS17

Contractor: MEDIC EMS

The purpose of this amendment is to extend the Agreement Period and associated Agreement Amounts through June 30, 2022.

Article III. Term of Agreement shall be amended to read:

- A. The effective date and initial term of this Agreement shall begin on July 1, 2016 and shall continue until June 30, 2022.

All other conditions and terms of the contract remain in effect. The Agreement cover sheet will be updated to match the terms in this amendment. The parties hereto have executed this contract amendment on the day and year last specified below.

For and on behalf of the Scott County  
Board of Health:

By: Denise Cooner  
Chairman

Date: 6-17-21

For and on behalf of MEDIC EMS:

By: Linda Frederiksen  
Executive Director

Date: May 21, 2021

For and on behalf of Board of Supervisors:

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

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

June 24, 2021

#### APPROVAL OF ONE-YEAR AMENDMENT TO MEDIC EMS MULTI-YEAR CONTRACTUAL AGREEMENT

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

- Section 1. That the Multi-Year Contractual Agreement between Scott County, Scott County Board of Health and MEDIC EMS one-year amendment for the time period July 2, 2021 to June 30, 2022 is hereby approved.
- Section 2. That the chairman is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect immediately.

**Community Services Department**

600 West 4<sup>th</sup> Street  
Davenport, Iowa 52801



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

---

June 14, 2021

To:      Mahesh Sharma, County Administrator  
From:    Lori A. Elam, Community Services Director  
Re:      Approval of Tax Suspension Request

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

**REQUESTED TAX SUSPENSION:**

Angelic Smith  
4228 Warren Street  
Davenport, IA 52806

Suspend: The 2019 and 2020 special assessments and the 2018 and 2019 property taxes, in the amount of \$1,356.66 and \$7,598.00 including interest.

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

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

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

## RESOLUTION

### SCOTT COUNTY BOARD OF SUPERVISORS

June 24, 2021

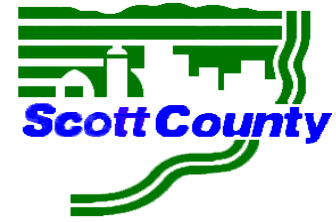
**SUSPENDING THE SPECIAL ASSESSMENTS RECEIPT NUMBERS 128528, 135228, 142113, 147864, 154447, 161846, 168220 2018 PROPERTY TAXES DUE IN SEPTEMBER 2019 AND MARCH 2020, AND 2019 PROPERTY TAXES DUE IN SEPTEMBER 2020 AND MARCH 2021 FOR ANGELIC SMITH, 4228 WARREN STREET, DAVENPORT, IOWA, IN THE AMOUNT OF \$1,356.66 AND \$7,598.00 INCLUDING INTEREST.**

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

- Section 1. The special assessments receipt numbers 128528, 135228, 142113, 147864, 154447, 161846, 168220, 2018 property taxes due in September 2019 and March 2020, and 2019 property taxes due in September 2020 and March 2021 for Angelic Smith, 4228 Warren Street, Davenport, Iowa, in the amount of \$1,356.66 and \$7,598.00 including interest are hereby suspended.
- Section 2. The County Treasurer is hereby directed to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.



***RISK MANAGEMENT***  
*400 West Fourth Street*  
*Davenport, Iowa 52801-1104*  
*Telephone: (563) 326-8293*  
*Fax: (563) 326-8763*



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June 16, 2021

To: Mahesh Sharma  
County Administrator

From: Rhonda S. Oostenryk  
Risk Manager

**Subject: Annual Insurance Renewals**

Attached is an insurance summary, prepared by the County's insurance broker, Arthur J. Gallagher, pertaining to renewal premiums for the period July 1, 2021 through June 30, 2022. The county's overall insurance program renews July 1 each year and currently uses Chubb Insurance for property coverage and Travelers Insurance for most liability coverages. Worker's compensation coverage is through Midwest Employers Casualty Company.

The Chubb property renewal premium is up approximately 17% compared to the expiring policy, which is on the low side when viewed from a national perspective - with larger property risks having increases of 15 to 25% while also seeing increased deductibles and other limitations in coverage. Chubb's coverage for the county includes none of these issues. The County has a \$100,000 deductible for property.

The Travelers liability premium overall is up 15%, and would have been less if it weren't for increases in Law Enforcement Liability and Auto Liability based on the current unsettled social climate nationally toward law enforcement and also large jury verdicts in auto claims. Scott County continues to benefit from controlled claims and claims management, which accounts for the increase being lower than other public entities. Scott County has a \$300,000 self-insured retention for liability claims.

Worker's compensation coverage is up just 2%, and is in the middle of a 2-year policy with Midwest Employers Casualty Company. A 2-year policy is rare in worker's compensation, and is again made possible by the county's superior claims experience and internal claims handling. Scott County continues to rank in

the top 8% of all public entities with Midwest Employers in terms of claims frequency and claims handling. Scott County has a \$500,000 self-insured retention for worker's compensation coverage.

Total premium for main coverage lines is \$498,740, up 13.5% compared to last year. Scott County continues to receive preferential pricing and coverage terms due to its overall safety efforts and limited claims activity.

The medical professional premium for the county's health clinic last year the jumped 57% to \$75,750 as a result of claim issues nationwide related to health clinic operations and particularly work with inmates in the jails nationwide that were served by health clinics. However, our renewal quote this year is for \$85,053, up 12% compared to expiring.

I will attend the next Committee of the Whole meeting with representation from AJG to discuss the renewal proposal and to answer any questions you or the Board may have.



# Gallagher

Insurance | Risk Management | Consulting

# 2021-22

## Scott County Insurance Summary



Jeff Young, CIC  
Arthur J. Gallagher  
220 Emerson Place, Suite 302  
Davenport, IA

Effective  
**7/1/2021**



# Gallagher

Insurance | Risk Management | Consulting

## 2021 Gallagher Public Sector Practice

### Quotable Facts & Figures

#### Our Client Base

We work with more than 13,500 public sector and K-12 education clients, including:

- 1,000's of individual cities, counties, parishes, schools and special districts
- 19 state government clients and 80 tribal government clients
- 110 public sector and K12 education pools (covering an estimated 10,000 individual entities)
- More than 300 special districts
- More than 4,500 schools
- 40% of the largest public schools

#### Our Competitive Advantage

- Through CORE360™ and our consultative approach, we help our clients manage the cost of risk, not just the cost of insurance.
- We're the only U.S. broker with more than 400 sales people and risk management experts focused on public sector business. We have an excellent reputation in the public sector arena and we are dedicated to providing excellent service in a highly ethical manner.
- We're invested in our clients' associations and we have been for more than 40 years.
- We have access to worldwide insurance markets that specialize in public sector business.
- We bring experts to the table to help negotiate complex issues like cyber liability, crisis response and resilience, enterprise risk management, employment practices, D&O coverage, complex property placements – or whatever the need might be.

## Winter Insurance Market Update – February 2021

As we enter 2021, a number of compounding factors are driving the current insurance marketplace. First, there has been a substantial increase in the number of large weather-related loss events. Second, interest rates remain near historical lows, and third, the industry is dealing with an increasing loss trend in liability lines. Each of these factors help drive up prices and reduce coverage availability. Add to all these factors a global pandemic and a tightening in the reinsurance marketplace—the market is experiencing a high sense of uncertainty. This uncertainty is contributing to the feeling that this is a time where the market has entered into a new phase of recalibration. Many would call this recalibration a hard market for certain lines of coverage and industries in the U.S.

This hardening market is an underwriting-driven marketplace. In a traditional hard market, capital (and consequently capacity) is reduced, thereby limiting the availability of insurance. This marketplace is driven by the need for underwriters to make a profit from underwriting versus relying on investment income. Carriers remain intensely focused on underwriting discipline, ensuring they secure the right terms and pricing on certain lines of coverage that have historically not performed from an underwriting standpoint.

The pace of the United States' economic recovery and the outcome of the active hurricane season could alter some of the underlying fundamentals of the current marketplace. However, in all likelihood, the conditions that exist today are not changing anytime soon, and it will take carriers some time re-underwriting their books of business to overcome the challenges associated with the current marketplace. Accordingly, all market indications point to a continuation of premium increases for the balance of the year and throughout 2021.

Utilizing Gallagher Drive<sup>®</sup>, our proprietary data and analytics platform, our brokerage team can provide specific rate guidance for your line of coverage, industry and geography. Combined with deep expertise in your particular industry and business, Gallagher can help you navigate today's highly nuanced market.

Line of Coverage	Current Marketplace (Range of Rate Increases)
Property	+15% to +20% or more
Umbrella	+20% to +30% or more
General Liability	+5% to +10%
Commercial Auto	+7% to +12%
Workers' Compensation	-2% to +5% or more
D&O (Private)	+10% to +25% or more
D&O (Public)	+25% to +45% or more
Cyber	+15% to +50% or more



# Gallagher

Insurance | Risk Management | Consulting

## Scott County 2021-22

### Insurance summary

<u>Coverage</u>	<u>Expiring</u>	<u>Renewal</u>
Liability	\$131,530	\$152,375
Property	127,593	149,990
Automobile	32,677	38,677
Automobile-EMA	3,612	3,870
Umbrella	59,805	69,049
Cyber/Internet liability	12,564	11,936
<u>Worker's Comp</u>	<u>71,407</u>	<u>72,843</u>
<b>Sub-Total</b>	<b>\$439,188</b>	<b>\$498,740</b>
<u>Med. Professional</u>	<u>75,750</u>	<u>85,053</u>
<b>Total</b>	<b>\$514,938</b>	<b>\$583,793</b>



**Gallagher**

Insurance | Risk Management | Consulting

## **LIABILITY**

### **Travelers**

\$1,000,000 per occurrence, \$300,000 self-insured retention

Premises/Operations/Products Liability

Auto Liability

Law Enforcement Liability

Management Liability/Employment Practices Liability

Social Services Professional Liability (Community Services)

Scott County Health Department Clinic (GL)

Umbrella Excess Liability

\$9,000,000 limit, \$5 million sublimit for EPL and PEML

**NO** exclusion for County handling claims (bad faith/extra contractual)



# Gallagher

Insurance | Risk Management | Consulting

## PROPERTY

### Chubb

\$100,000 deductible for property, vehicles and equipment

Building/contents limit \$124,502,371

\$5,000,000 limit on mobile equipment (\$4,612,643 values)

\$2,500,000 limit on vehicles **while parked** (\$7,685,030 values)

Earthquake \$50,000,000 limit

\$100,000 deductible

### **Total property, vehicle, equipment values**

Expiring \$133,802,292

Renewal \$136,800,044





**Gallagher**

Insurance | Risk Management | Consulting

# WORKER'S COMPENSATION

## Midwest Employers

Unlimited WC benefits

County approved as claims administrator

\$500,000 self-insured retention each occurrence

2<sup>nd</sup> year of a 2-year policy, based on county's excellent claims experience and claims handling:

2020-21      \$71,407

2021-22      \$72,843



# Gallagher

Insurance | Risk Management | Consulting

## MEDICAL PROFESSIONAL

### Coverys

\$1,000,000 liability limit

\$3,000,000 aggregate

\$25,000 deductible

Board of Health

Nurses

Jail nurses

Doctors covered for administrative duties only

Covers Sec 1983 civil rights discrimination claims

Premium	\$85,053.11
Expiring premium	\$75,750

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

JUNE 24, 2021

APPROVING THE FY22 INSURANCE RENEWALS WITH TRAVELERS, CHUBB,  
COVERYS AND MIDWEST EMPLOYERS CASUALTY COMPANY  
IN THE AMOUNT OF \$583,793.

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

- Section 1. That the renewal of liability insurance with Travelers in the amount of \$275,907 for fiscal year 2022 is hereby approved.
- Section 2. That the renewal of property insurance with Chubb in the amount of \$144,990 for fiscal year 2022 is hereby approved.
- Section 3. That the renewal of medical-professional insurance with Coverys in the amount of \$85,053 for fiscal year 2022 is hereby approved.
- Section 4. That the renewal of workers compensation insurance with Midwest Employers in the amount of \$72,843 fiscal year 2022 is hereby approved.
- Section 5. This resolution shall take effect immediately.

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

Item #11  
6/22/21

**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)

---

DATE: June 24, 2021  
TO: Board of Supervisors  
SUBJECT: FY22 ODCP BYRNE/JAG Grant Award

The Scott County Sheriff's Office submitted a continuation grant in March, 2021 to the State of Iowa Governor's Office of Drug Control Policy (ODCP) and was awarded \$59,000, with a match of \$19,667.

This grant supports the Scott County Special Operations Task Force providing drug trafficking enforcement in Scott County. Officers assigned to the Scott County Special Operations Task Force are a combination from the Bettendorf and Davenport Police Departments and the Scott County Sheriff's Office. Currently, the Davenport Police Department does not have an officer assigned. Each agency submits documentation of officer's salaries, benefits and partial overtime to the County for reimbursement. The County submits quarterly and annual reports to the Office of Justice Programs.

The Scott County Sheriff's Office serves as the multi-agency fiscal officer.

Upon your resolution to accept the applicable award from ODCP, the Scott County Sheriff's Office will continue with the grant management process.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FRMALLY  
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

June 24, 2021

APPROVAL OF THE GRANT AWARD FROM BYRNE JUSTICE ASSISTANCE GRANT FUNDING FROM THE STATE OF IOWA OFFICE OF DRUG CONTROL POLICY FOR THE SCOTT COUNTY SPECIAL OPERATIONS TASK FORCE IN THE AMOUNT OF \$59,000, WITH A MATCH OF \$19,667.

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

- Section 1. That the Board hereby approves the grant award from Byrne Justice Assistance Grant funding from the State of Iowa Office of Drug Control Policy for the Scott County Special Operations Task Force in the amount of \$59,000.
- Section 2. This resolution shall take effect immediately.

**SCOTT COUNTY JUVENILE DETENTION  
AND DIVERSION PROGRAMS**

500 West 4<sup>th</sup> Street  
Davenport, Iowa 52801  
Ph: (563) 326-8687 Fax: (563) 328-3207  
www.scottcountyiowa.com  
E-Mail: jkaiser@scottcountyiowa.com



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**MEMORANDUM**

Date: 06/11/2021

To: Scott County Administration and Board of Supervisors

RE: Restorative Justice Programs (Formerly Auto Theft Accountability Program) Contract Approval

**History- Program Description**

Over the last year, the Auto Theft Accountability Program has evolved into two program components which utilize Restorative Justice Concepts, which target different populations and systems. Both of these program components are designed to lower detainment. The name of the program is changing to better reflect the true service being provided. The first component is the Auto Theft Accountability Program, which is a pre-adjudication diversion program which utilizes Restorative Community Conferencing to repair harm with victims. The Second component is the School-Based Restorative Justice program, which is a suspension diversion program which utilizes Restorative Mediation.

**Auto Theft Accountability Program Component - Description and Outcomes**

This program component is a restorative justice concept in which victims and offenders are brought face to face in a neutral setting. Staff then facilitate a meeting to discuss the harm that has been done and create a plan for how the offender is to repair the harm. The youth offender will have three months to complete the plan. If the offender completes the plan, they will have their charge dismissed. However, if at any point they fail to progress, they will revert back to court proceedings.

The program accepted its first referral in April of 2019. The program has had forty (40) referrals since inception. Twenty five (25) referrals have completed a restorative community Conference, sixteen (16) referrals have completed the entire program successfully, and four (4) referrals are actively on-track to complete the program. Of those that have completed the program successfully, 89% were still without a new offense 6 months post discharge, and 83% were still without a charge one year post discharge. Since program inception, there has been a 47% decrease in juveniles charged with car theft per year in Scott County and a 59% decrease in average daily population at Juvenile Detention.

**School Based Restorative Justice Program Component Description**

The Scott County School-based Mediation Program is a suspension diversion program implemented in the secondary schools of the Davenport Community School system. Certain incidents that would typically be incidents resulting in out of school suspension, will now be handled as an in-school suspension and those involved will participate in a Restorative Mediation circle.

In the circle, the two (or more) youth are brought together to learn about why the event happened and then develop a plan to repair the harm that has been done and ensure it does not happen again. Through this process, students will learn the impact their behavior has on others and a resolution will be formed prior to entering regular classes to ensure violence does not occur in the future

The program accepted the first referral in January 2021. Since that time, the program has received forty-five (45) referrals, has completed thirty-seven (37) successful mediations and one successful Restorative community conference. The program has pre-emptively avoided nineteen (19) fights and has served over one hundred (100) youth in seven (7) secondary schools. Program staff will be documenting performance outcomes at the end of the school year, but initial reports from school staff and youth is overwhelmingly positive.

**Capital Costs-** This program will incur no capital costs as it will be provided in the Scott County Juvenile Diversion Programs space.

**Offsetting Revenue**

On-going operating expenses for this program are covered by an inter-governmental contract with Iowa Department of Human Services. (Contract attached) Decategorization Board. All staff time, training, and supplies for the program will be reimbursed by the contract up to \$99,000 annually.

The contract would need to be signed by the Scott County Board of Supervisor’s Chairperson by July 1, 2021 in order to continue operating.

**Jeremy Kaiser, Director**

Scott County Juvenile Detention & Diversion Programs

# CONTRACT DECLARATIONS AND EXECUTION

**Intergovernmental Contract:** Non-State Agency

RFP or Informal Solicitation #	Contract #
N/A	DCAT3-22-109

Title of Contract
Scott County Restorative Justice Programs

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

Agency of the State (hereafter "Agency")	
<b>Name/Principal Address of Agency:</b> Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	<b>Agency Billing Contact Name / Address:</b> Amy Huntington 600 West 4th Street, 3rd Floor Davenport, Iowa 52801 <b>Phone:</b> 563-326-8794
<b>Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"):</b> Amy Huntington 600 West 4th Street, 3rd Floor Davenport, Iowa 52801 <b>Phone:</b> 563-326-8794 <b>E-Mail:</b> ahuntin1@dhs.state.ia.us	<b>Agency Contract Owner (hereafter "Contract Owner") / Address:</b> Lori Frick 600 West 4th Street, 3rd Floor Davenport, Iowa 52801 <b>E-Mail:</b> lfrick@dhs.state.ia.us

Contractor: (hereafter "Contractor")	
<b>Legal Name:</b> Scott County	<b>Contractor's Principal Address:</b> 500 West 4th Street Davenport, Iowa 52801
<b>Tax ID #:</b> 42-6004465	<b>Organized under the laws of:</b> Iowa
<b>Contractor's Contract Manager Name/Address ("Notice Address"):</b> Jeremy Kaiser 500 West 4th Street Davenport, Iowa 52801 <b>Phone:</b> (563) 326-8687 <b>E-Mail:</b> Jeremy.Kaiser@scottcountyia.gov	<b>Contractor's Billing Contact Name/Address:</b> Jeremy Kaiser 500 West 4th Street Davenport, Iowa 52801 <b>Phone:</b> (563) 326-8687



<b>Contract Information</b>	
<b>Start Date:</b> 07/01/21	<b>End Date of Base Term of Contract:</b> 06/30/22
<b>Possible Extension(s):</b> The Agency shall have the option to extend this Contract up to 5 additional 1-year extensions.	
<b>Contract Contingent on Approval of Another Agency:</b> No	<b>ISPO Number:</b> N/A
	<b>DoIT Number:</b> N/A
<b>Contract Warranty Period (hereafter "Warranty Period"):</b> The term of this Contract, including any extensions.	<b>Contract Include Sharing SSA Data?</b> No
<b>Contractor a Business Associate?</b> No	<b>Contractor a Qualified Service Organization?</b> No
<b>Contractor subject to Iowa Code Chapter 8F?</b> No	<b>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?</b> No
<b>Contract Payments include Federal Funds?</b> No	

**Contract Execution**

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

<b>Contractor, Scott County</b>	<b>Agency, Iowa Department of Human Services</b>
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name: Ken Beck	Printed Name: Lori Frick
Title: Scott County Board of Supervisors - Board Chair	Title: Eastern Iowa Service Area Manager
Date:	Date:

## SECTION 1: SPECIAL TERMS

### *1.1 Special Terms Definitions.*

**"Decategorization Governance Board"** or **"Governance Board"** means the group that enters into and implements a Decategorization project agreement.

**"Contract Manager"** means an Agency employee who is accountable to the contract owner (Service Area Manager) for general management of the contract, monitoring and review functions or oversees these functions if they are assigned to a designee(s).

**"Decategorization Director"** means an individual who provides administrative support as determined by the Decategorization Governance Board.

**"DECAT"** means Decategorization.

**"DHS"** means Department of Human Services.

**"JCS"** means Juvenile Court Services.

**"JCO"** means Juvenile Court Officer.

**"GAX"** means General Accounting Form used for billing.

**"Recidivism"** means the likelihood that a youth will be arrested and subsequently adjudicated delinquent.

**"Restorative Justice"** is a way of looking at criminal justice that emphasizes repairing the harm done to people and relationships rather than only punishing offenders.

**"Restorative Community Conferencing (RCC)"** is a process for resolving harm through an organized, facilitated dialogue in which young people, with the support of family and community members, meet with their crime victims to create a plan to repair the harm caused by their offense.

**"MOU"** refers to a Memorandum of Understanding.

**"Surrogate"** refers to individuals who have experienced the same harm as the actual victim and who have agreed to be present in the conference in place of the actual victims.

### *1.2 Contract Purpose.*

The parties have entered into this Contract for the purpose of retaining the Contractor to provide a victim-offender mediation program as an alternative to juvenile court charges for youth who are offenders involved with the theft of an automobile or another serious crime in which there is an identifiable victim. The Contractor will also provide a school-based mediation program as a suspension diversion program with participating school districts within Scott County.

### *1.3 Scope of Work.*

#### **1.3.1 Deliverables.**

The Contractor shall provide the following:

1. Provide opportunities for staff to be trained in Restorative Community Conferencing (RCC). This may require that trainers are brought to the area or staff are sent out of state to be trained in RCC to ensure fidelity of the program.

- a. The Contractor will ensure that all travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210, <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual> and must be consistent with all Iowa Executive Orders currently in effect.
2. Develop a MOU between the Contractor and the Scott County Attorney's Office stating that all communications made in the RCC, in preparation for the RCC, and in the completion stage are confidential and cannot be used against participants outside the RCC process.
3. Work with local schools to determine eligible youth for the program.
  - a. Eligible youth are youth who have caused harm and would typically be facing an out of school suspension due to their actions.
4. Work with the JCS Intake Officer to determine eligible youth for the program.
5. Youth participating in the program will:
  - a. Be given an opportunity to avoid court and adjudication.
  - b. Be given an opportunity to avoid school suspension.
  - c. Have up to three months to complete the program
  - d. If the youth fails to progress or does not complete the program then they will revert to court proceedings and move toward adjudication.
6. Program staff are responsible for the following:
  - a. Contacting the victim and offender within 48 business hours of receiving the referral from JCS.
  - b. Explaining the program and benefits of the program to the offending youth and their family.
  - c. Explaining the program and benefits of the program to the victim.
  - d. Scheduling date, time, and place of RCC.
  - e. Engaging volunteers to participate in circle discussions.
  - f. Facilitate RCC meetings
  - g. Problem solve with the youth offender and victim to identify possible ways of repairing harm caused to the victim.
  - h. Develop a plan and contract with the youth.
  - i. Monitor progress and support victim and offender through completion of the program.
  - j. Report progress and completion to JCS.
  - k. Report progress and completion to participating school districts.
7. If the victim is unable or unwilling to participate in the RCC then the Contractor will work with volunteers to serve as a surrogate in the RCC process.
8. Contractor will develop and distribute surveys to offending youth, their parent(s) and/or caregiver(s), and victim(s) and/or surrogate. Surveys are to be designed utilizing the RCC model and shall be used to provide feedback to the Contractor about service delivery as well as capture information on required performance reports.
9. Collect data for quarterly performance reports.

10. Submit performance reports to the Eastern Iowa Decategorization Director. Performance reports are due 30 days after the end of each quarter. The quarters are as follows: July – September (report is due October 30th), October – December (report is due January 30th), January – March (report is due April 30th), and April – June (report is due July 30th). Performance reports will include performance measure identified in Section 1.3.2 and the following:
- a. # of unduplicated youth participating in a RCC
  - b. Demographics of youth to include:
    - i. Gender
    - ii. Race/Ethnicity
    - iii. Age
      1. # of youth who successfully completed the program.
      2. Summary of survey results
      3. Short narrative of successes and barriers

### **1.3.2 Performance Measures.**

1. 95% of youth offenders and victims will be contacted within 48 business hours of the referral.
2. 80% of youth will not reoffend within six months of completing the program.
3. 70% of youth will not reoffend within a year of completing the program.
4. 70% of youth will report an improved relationship with their school (only measured when school is in session and for youth referred due to an incident reported at school).

### **1.3.3 Monitoring, Review, and Problem Reporting.**

#### **1.3.3.1 Agency Monitoring Clause.** The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

#### **Monthly:**

The Eastern Iowa Decategorization Director will review all monthly reimbursement/expenditure claims, for timeliness, ensuring documentation supports reimbursement request, and accuracy of claims.

#### **Quarterly:**

The Eastern Iowa Decategorization Director will review the Decategorization Program's funding pool allocation tracking records with the Decategorization Governance Board and Contract manager to ensure dollars are tracked accurately. The Eastern Iowa Decategorization Director will review all performance reports submitted by the Contractor.

The Eastern Iowa Decategorization Director will review all quarterly performance reports submitted by the Contractor. The Eastern Iowa Decategorization Director will meet with the Contract Manager to discuss the Contractor's performance.

#### **Annual:**

The Eastern Iowa Decategorization Director will complete a review with the Contract Manager, or designee, to ensure the Contractor is in compliance with completion of Contractor's responsibilities as set out in the Scope of Work as well as compliance with the general terms, conditions and requirements

as evidence by the completion of the Monitoring of General Contract Compliance Form.

**1.3.3.2 Agency Review Clause.** The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor’s overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually; however, reviews may occur more frequently at the Agency’s discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency’s contract monitoring activities.

**1.3.3.3 Problem Reporting.** As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency’s acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency’s inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

**1.3.3.4 Addressing Deficiencies.** To the extent that Deficiencies are identified in the Contractor’s performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

**1.3.4 Contract Payment Clause.**

**1.3.4.1 Pricing.** In accordance with the payment terms outlined in this section and Contractor’s completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$594,000.00 during the entire term of this Contract, which includes any extensions or renewals thereof. Payment will occur as follows:

**Payment Table**

<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
07/01/21 - 06/30/22	\$99,000.00
07/01/22 - 06/30/23	\$99,000.00
07/01/23 - 06/30/24	\$99,000.00
07/01/24 - 06/30/25	\$99,000.00
07/01/25 - 06/30/26	\$99,000.00
07/01/26 - 06/30/27	\$99,000.00

**Note:** continued payment for contract extension years is contingent upon extension of the Contract.

#### **1.3.4.2 Payment Methodology.**

The Contractor will be paid for the services described in the Scope of Work Section a fee not to exceed the total amount of the payment table for all years of the contract applies to section 1.3.4.1 for the total amount of the contract. Gift cards shall **not** be reimbursed under this contract.

Payment shall be contingent upon the Contractor performing the services set forth in the Scope of Work Section and submitting detailed invoices. The invoices shall be accompanied with appropriate documentation that is necessary to support all charges included on the invoice. The contract number must be placed on all claims for payment. Should the Contractor not meet performance measures outlined in the contract, and results of the Corrective Action Plan not be satisfactory, the Department may reduce the monthly expenditures by 10% until such time that the performance measures have been achieved or the contract is terminated. All Decategorization billing is processed via email and should be sent to the below email address.

**Claims shall be submitted to:**  
DecatBilling@scottcountyiowa.com

**1.3.4.3 Timeframes for Regular Submission of Initial and Adjusted Invoices.** The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

**1.3.4.4 Submission of Invoices at the End of State Fiscal Year.** Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1<sup>st</sup> for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

**1.3.4.5 Payment of Invoices.** The Agency shall verify the Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: [http://www.dom.state.ia.us/appeals/general\\_claims.html](http://www.dom.state.ia.us/appeals/general_claims.html).

The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

**1.3.4.6 Reimbursable Expenses.** Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

**1.3.4.7 Travel Expenses.** If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in

advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210, <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual> and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

#### **1.4 Insurance Coverage.**

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

<b>Type of Insurance</b>	<b>Limit</b>	<b>Amount</b>
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

**1.5 Data and Security.** If this Contract involves Confidential Information, the following terms apply:

**1.5.1 Data and Security System Framework.** The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

**1.5.2 Vendor Security Questionnaire.** If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

**1.5.3 Cloud Services.** If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

**1.5.4 Addressing Concerns.** The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

**1.6 Reserved.** (*Labor Standards Provisions.*)

**1.7 Reserved.** (*Additional Terms.*)



## SECTION 2. GENERAL TERMS FOR SERVICE CONTRACTS

**2.1 Definitions.** When appearing as capitalized terms in this Contract (including any attachments) the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

**“Acceptance”** means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

**“Acceptance Criteria”** means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

**“Acceptance Tests” or “Acceptance Testing”** mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

**“Applicable Law”** means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

**“Bid Proposal” or “Proposal”** means the Contractor’s proposal submitted in response to the Solicitation, if this Contract arises out of a competitive process.

**“Business Days”** means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

**“Confidential Information”** means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

**“Contract”** means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Service Contracts, and the Contingent Terms for Service Contracts as these documents may be amended from time to time.

**“Deficiency”** means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

**“Deliverables”** means all of the services, goods, products, work, work product, data, items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract. This includes data that is collected on behalf of the Agency.

**“Documentation”** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

**“Invoice”** means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

**“Solicitation”** means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

**“Special Contract Attachments”** means any attachment to this Contract.

**“Special Terms”** means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts, the Contingent Terms for Service Contracts, and the Special Terms, the Special Terms shall prevail.

**“Specifications”** means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

**“State”** means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

**2.2 Duration of Contract.** The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or renewal term.

**2.3 Scope of Work.** The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

#### **2.4 Compensation.**

**2.4.1 Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or

conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

**2.4.2 Erroneous Payments and Credits.** The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

**2.4.3 Offset Against Sums Owed by the Contractor.** In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

## ***2.5 Termination.***

**2.5.1 Termination for Cause by the Agency.** The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

**2.5.1.1** The Contractor furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

**2.5.1.2** The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

**2.5.1.3** The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

**2.5.1.4** The Contractor terminates or suspends its business;

**2.5.1.5** The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

**2.5.1.6** The Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

**2.5.1.7** The Agency determines or believes the Contractor has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person's life, health, or safety to be jeopardized;

**2.5.1.8** The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

**2.5.1.9** The Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

**2.5.1.10** Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

**2.5.2 Termination Upon Notice.** Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

**2.5.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**2.5.3.1** The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

**2.5.3.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

**2.5.3.3** If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

**2.5.3.4** If the Agency's duties, programs or responsibilities are modified or materially altered; or

**2.5.3.5** If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

**2.5.4 Other remedies.** The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

**2.5.5 Limitation of the State's Payment Obligations.** In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, Termination for Cause by the Agency) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, Termination Due to Lack of Funds or Change in Law, the Agency's obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper proof of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

**2.5.5.1** The payment of unemployment compensation to the Contractor's employees;

**2.5.5.2** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

**2.5.5.3** Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;

**2.5.5.4** Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or

**2.5.5.5** Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

**2.5.6 Contractor's Contract Close-Out Duties.** Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, "Close-Out Event"), the Contractor shall:

**2.5.6.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.

**2.5.6.2** Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

**2.5.6.3** Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.

**2.5.6.4** Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.

**2.5.6.5** Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

**2.5.7 Termination for Cause by the Contractor.** The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of breach.

**2.6 Indemnification.**

**2.6.1 By the Contractor.** The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office,) and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

**2.6.1.1** Any breach of this Contract;

**2.6.1.2** Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

**2.6.1.3** The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

**2.6.1.4** Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;

**2.6.1.5** Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

**2.7 Insurance.**

**2.7.1 Insurance Requirements.** At the Contractor's expense, the Contractor and any subcontractor shall maintain insurance in full force and effect covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. Insurance shall be provided through companies licensed by the State of Iowa, through statutorily authorized self-insurance programs, through local government risk pools, or through any combination of these. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

**2.7.1.2.** Name the State of Iowa and the Agency as additional insureds or loss payees on the policies for all coverages required by this Contract, with the exception of Workers' Compensation, or the Contractor shall obtain an endorsement to the same effect; and

**2.7.1.3** Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation. The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

**2.7.2 Types and Amounts of Insurance Required.** Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

**2.7.3 Certificates of Coverage.** The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

**2.7.4 Notice of Claim.** Contractor shall provide prompt notice to the Agency of any claim related to the contracted services made by a third party. If the claim matures to litigation, the Contractor shall keep the Agency regularly informed of the status of the lawsuit, including any substantive rulings. The Contractor shall confer directly with the Agency about and before any substantive settlement negotiations.

## ***2.8 Ownership and Security of Agency Information.***

**2.8.1 Ownership and Disposition of Agency Information.** Any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency's behalf in the course of the performance of this Contract, shall be considered the property of the Agency ("Agency Information"). The Contractor will not use the Agency Information for any purpose other than providing services under the Contract, nor will any part of the information and records be disclosed, sold, assigned, leased, or otherwise provided to third parties or commercially exploited by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor's hosting environment and/or equipment/media.

**2.8.2 Foreign Hosting and Storage Prohibited.** Agency Information shall be hosted and/or stored within the continental United States only.

**2.8.3 Access to Agency Information that is Confidential Information.** The Contractor's employees, agents, and subcontractors may have access to Agency Information that is Confidential Information to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with both the State's and the Agency's policies and procedures. In all instances, access to Agency Information from outside of the United States and its protectorates, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

**2.8.4 No Use or Disclosure of Confidential Information.** Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

**2.8.5 Contractor Breach Notification Obligations.** The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach

of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

**2.8.6 Compliance of Contractor Personnel.** The Contractor and the Contractor's personnel shall comply with the Agency's and the State's security and personnel policies, procedures, and rules, including any procedure which the Agency's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security incidents and breaches that may involve the Contractor or the Contractor's personnel. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security policies and procedures. By way of example only, see Iowa Code 8B.23, and <https://ocio.iowa.gov/home/standards>.

**2.8.7 Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

**2.8.8 Return and/or Destruction of Information.** Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

**2.8.9 Contractor's Inability to Return and/or Destroy Information.** If for any reason the Agency Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement by both parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Information inaccessible. The Contractor shall not use or disclose such retained Agency Information for any purposes other than those expressly permitted by the Agency. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the Agency Information inaccessible no later than thirty (30) days after making the information inaccessible. If the Agency provides written permission for the Contractor to retain the Agency Information in the Contractor's information systems, the Contractor will extend the protections of this Contract to such information and limit any further uses or disclosures of such information.

## **2.9 Intellectual Property.**

**2.9.1 Ownership and Assignment of Other Deliverables.** The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any



claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

**2.9.2 Waiver.** To the extent any of the Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

**2.9.3 Further Assurances.** At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.9, Intellectual Property.

**2.9.4 Publications.** Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of this Contract without the express written consent of the Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of this Contract, subject to confidentiality restrictions, and only after the Agency has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

## **2.10 Warranties.**

### **2.10.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law.**

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.10.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

### **2.10.2 Contractor represents and warrants that:**

**2.10.2.1** All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

**2.10.2.2** The Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and

**2.10.2.3** The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

**2.10.3 The Contractor represents and warrants that:**

**2.10.3.1** The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

**2.10.3.2** The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Subsection 2.10.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

**2.10.4 The Contractor represents and warrants that the Deliverables shall:**

**2.10.4.1** Be free from material Deficiencies; and

**2.10.4.2** Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section. During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency's satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

**2.10.5** The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

**2.10.6** The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

**2.10.7 Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

***2.11 Acceptance of Deliverables.***

**2.11.1 Acceptance of Written Deliverables.** For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials (“Written Deliverables”). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency’s Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

**2.11.2 Notice of Acceptance and Future Deficiencies.** The Contractor’s receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency’s rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

***2.12 Contract Administration.***

**2.12.1 Independent Contractor.** The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

**2.12.2 Incorporation of Documents.** To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the

conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

**2.12.3 Intent of References to Bid Documents.** To the extent this Contract arises out of a Solicitation, the references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

**2.12.4 Compliance with the Law; Nondiscrimination in Employment.** The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor's provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

**2.12.4.1** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

**2.12.4.2** The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

**2.12.4.3** In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.12.9, Use of Third Parties, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

**2.12.4.4** Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

**2.12.5 Procurement.** The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

**2.12.6 Non-Exclusive Rights.** This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

**2.12.7 Amendments.** With the exception of the Contract end date, which may be extended in the Agency's sole discretion, this Contract may only be amended by mutual written consent of the parties. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this

Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

**2.12.8 No Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

**2.12.9 Use of Third Parties.** The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

**2.12.10 Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

**2.12.11 Assignment and Delegation.** The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

**2.12.12 Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

**2.12.13 No Drafter.** No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

**2.12.14 Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**2.12.15 Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

**2.12.16 Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for

carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

**2.12.17 Supersedes Former Contracts or Agreements.** This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

**2.12.18 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**2.12.19 Notice.** Any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party's Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party. Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;
- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
- Within five (5) days after it is deposited in the U.S. Mail.

**2.12.20 Cumulative Rights.** The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

**2.12.21 Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

**2.12.22 Time is of the Essence.** Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

**2.12.23 Authorization.** The Contractor represents and warrants that:

**2.12.23.1** It has the right, power, and authority to enter into and perform its obligations under this Contract.

**2.12.23.2** It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

**2.12.24 Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

**2.12.25 Records Retention and Access.**

**2.12.25.1 Financial Records.** The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a

period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other 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 Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

**2.12.25.1.1** Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

**2.12.25.1.2** The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

**2.12.25.1.3** The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

**2.12.25.1.4** The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

**2.12.25.2** The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code § 614.1(9), whichever is greater.

#### **2.12.26 Audits.**

**2.12.26.1** The Agency may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Agency within thirty (30) days of its issuance, unless specific exemption is granted in writing by the Agency. The Contractor shall submit with the audit report a copy of the separate letter to management addressing a deficiency in internal control and/or material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

**2.12.26.2** The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

**2.12.26.3 Reimbursement of Audit Costs.** If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor's noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall bear the cost of the Auditor's review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

**2.12.27 Staff Qualifications and Background Checks.** The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under state law or the Iowa Administrative Code.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

**2.12.28 Solicitation.** The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

**2.12.29 Obligations Beyond Contract Term.** All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, Erroneous Payments and Credits; (2) Section 2.5.5, Limitation of the State's Payment Obligations; (3) Section 2.5.6, Contractor's Contract Close-Out Duties; (4) Section 2.6, Indemnification, and all subparts thereof; regardless of the date any potential claim is made or discovered by the Agency or any other Identified Party; (5) Section 2.8, Ownership and Security of Agency Information, and all subparts thereof; (6) Section 2.9, Intellectual Property, and all subparts thereof; (7) Section 2.12.10, Choice of Law and Forum; (8) Section 2.12.16, Joint and Several Liability; (9) Section 2.12.20, Cumulative Rights; (10) Section 2.12.24 Successors In Interest; (11) Section 2.12.25, Records Retention and Access, and all subparts thereof; (12) Section 2.12.26, Audits; (13) Section 2.12.34, Repayment Obligation and (14) Section 2.12.37, Use of Name or Intellectual Property.

**2.12.30 Counterparts.** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**2.12.31 Delays or Potential Delays of Performance.** Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

**2.12.32 Delays or Impossibility of Performance Based on a Force Majeure.** Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a force majeure. The term "force majeure" as used in this Contract includes



an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the Contractor; claims or court orders that restrict the Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

If a delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

If a Force Majeure delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency.

The party seeking to exercise this provision and not perform or delay performance pursuant to a Force Majeure shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

**2.12.33 Right to Address the Board of Directors or Other Managing Entity.** The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

**2.12.34 Repayment Obligation.** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

**2.12.35 Immunity from Liability.** Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

**2.12.36 Public Records.** The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

**2.12.37 Use of Name or Intellectual Property.** The Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

**2.12.38 Taxes.** The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on the Contractor's employees' wages. The State is exempt from State and local sales and use taxes on the Deliverables.

**2.12.39 No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

**2.12.40 Conflict of Interest.** The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

**2.12.40.1** Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or

**2.12.40.2** Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

**2.12.40.3** Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

**2.12.41 Certification Regarding Sales and Use Tax.** By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

## **SECTION 3: CONTINGENT TERMS FOR SERVICE CONTRACTS**

**3.1 Reserved.** (*Federal Certifications and Terms*)

**3.2 Reserved.** (*Business Associate Agreement*)

**3.3 Reserved.** (*Qualified Service Organization*)

**3.4 Reserved.** (*Certification Regarding Iowa Code Chapter 8F*)

**3.5 Reserved.** (*Software Contracts*)

## **SPECIAL CONTRACT ATTACHMENTS**

The Special Contract Attachments in this section are a part of the Contract.

N/A

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

June 24, 2021

#### CONTRACT APPROVAL FOR RESTORATIVE JUSTICE PROGRAM SERVICES

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

Section 1. That the Scott County Juvenile Detention and Diversion Programs will provide the Restorative Justice Program for youth through a contract with the Iowa Department of Human Services ending June 30, 2022. The contract can be renewed for five years with the final year ending on June 30, 2027.

Section 2. This resolution shall take effect on July 1st, 2021.

**SCOTT COUNTY JUVENILE DETENTION  
AND DIVERSION PROGRAMS**

500 West 4<sup>th</sup> Street  
Davenport, Iowa 52801  
Ph: (563) 326-8687 Fax: (563) 328-3207  
www.scottcountyiowa.com  
E-Mail: jkaiser@scottcountyiowa.com



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**MEMORANDUM**

Date: 06/11/2021

To: Scott County Administration and Board of Supervisors

RE: Youth Centered Meetings (Formerly Youth Transition Decision Making Program) Contract

**New Program Description**

The Youth Centered-Meetings (YCM) Program follows the Youth Transition Decision Making program model that assists juveniles in transitioning back to their home community after long term residential placement. Youth Centered meetings follow an approach used specifically for Juvenile justice involved youth and has less stringent training requirements.

During the program, youth are required to have 3 meetings – one meeting within 30 days of placement, one meeting 30 days prior to discharge from placement and one meeting 30 days post-discharge. The goal of the meetings is to gather all “stake-holders” to the child’s success and develop a transition plan. The transition plans address educational needs, medical/psychiatric/mental health needs, housing, employment, relationship supports, self-sufficiency, social engagement, and behavioral needs.

This program began operating in 2018. Over the course of the last few years, the program has received twenty-five (25) referrals. Eleven (11) of the referrals have completed all meetings and have successfully transitioned back into their home community, seven (7) referrals are progressing towards completing all of their goals of the program, and seven (7) referrals did not complete all meetings due to being waived to adult court on new offenses or refusing to participate

**Benefit to Community- Measurement**

There are several reasons. YCM’s are in the best interest of the youth and our community. It creates a shared responsibility for planning, decision-making and task accomplishment. YCM’s work because youth are given the opportunity to voice what their goals and dreams are for the future. They are not only giving a say in the planning process, they are leading that process. The empowerment youth experience in the YCM process results in higher levels of youth engagement, buy-in and ownership. Youth feel empowered and as a result are more motivated to achieve their goals. Our ultimate goal will be to improve outcomes and lower juvenile crime and recidivism.

**Capital Costs-** This program incurs no capital costs as it is provided at the residential placement home or in the home of the child.

**Offsetting Revenue**

On-going operating expenses for this program will be covered by an inter-governmental contract with Iowa Department of Human Services through the Scott County Decategorization Board. (Contract attached) Scott County will charge \$375 for the initial YCM meeting and \$300 each of the two subsequent meetings. Food and transportation costs are reimbursed as well under this contract.

The contract would need to be signed by the Scott County Board of Supervisor's Chairperson in order for the program to continue past July 1, 2021.

**Jeremy Kaiser, Director**

Scott County Juvenile Detention

## CONTRACT DECLARATIONS AND EXECUTION

**Intergovernmental Contract:** Non-State Agency

RFP or Informal Solicitation #	Contract #
N/A	DCAT3-22-108

Title of Contract
Youth Centered Meetings

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

Agency of the State (hereafter "Agency")	
<b>Name/Principal Address of Agency:</b> Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	<b>Agency Billing Contact Name / Address:</b> Amy Huntington 600 West 4th Street, 3rd Floor Davenport, Iowa 52801 <b>Phone:</b> 563-326-8794
<b>Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"):</b> Amy Huntington 600 West 4th Street, 3rd Floor Davenport, Iowa 52801 <b>Phone:</b> 563-326-8794 <b>E-Mail:</b> ahuntin1@dhs.state.ia.us	<b>Agency Contract Owner (hereafter "Contract Owner") / Address:</b> Lori Frick 600 West 4th Street, 3rd Floor Davenport, Iowa 52801 <b>E-Mail:</b> lfriek@dhs.state.ia.us

Contractor: (hereafter "Contractor")	
<b>Legal Name:</b> Scott County	<b>Contractor's Principal Address:</b> 500 West 4th Street Davenport, Iowa 52801
<b>Tax ID #:</b> 42-6004465	<b>Organized under the laws of:</b> Iowa
<b>Contractor's Contract Manager Name/Address ("Notice Address"):</b> Jeremy Kaiser 500 West 4th Street Davenport, Iowa 52801 <b>Phone:</b> (563) 326-8687 <b>E-Mail:</b> Jeremy.Kaiser@scottcountyia.gov	<b>Contractor's Billing Contact Name/Address:</b> Jeremy Kaiser 500 West 4th Street Davenport, Iowa 52801 <b>Phone:</b> (563) 326-8687



<b>Contract Information</b>	
<b>Start Date:</b> 07/01/21	<b>End Date of Base Term of Contract:</b> 06/30/22
<b>Possible Extension(s):</b> The Agency shall have the option to extend this Contract up to 5 additional 1-year extensions.	
<b>Contract Contingent on Approval of Another Agency:</b> No	<b>ISPO Number:</b> N/A
	<b>DoIT Number:</b> N/A
<b>Contract Warranty Period (hereafter "Warranty Period"):</b> The term of this Contract, including any extensions.	<b>Contract Include Sharing SSA Data?</b> No
<b>Contractor a Business Associate?</b> No	<b>Contractor a Qualified Service Organization?</b> No
<b>Contractor subject to Iowa Code Chapter 8F?</b> No	<b>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?</b> No
<b>Contract Payments include Federal Funds?</b> No	

### **Contract Execution**

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

<b>Contractor, Scott County</b>	<b>Agency, Iowa Department of Human Services</b>
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name: Ken Beck	Printed Name: Lori Frick
Title: Scott County Board of Supervisors - Board Chair	Title: Eastern Iowa Service Area Manager
Date:	Date:

## SECTION 1: SPECIAL TERMS

### *1.1 Special Terms Definitions.*

**"Decategorization Governance Board"** or **"Governance Board"** means the group that enters into and implements a Decategorization project agreement.

**"Contract Manager"** means an Agency employee who is accountable to the contract owner (Service Area Manager) for general management of the contract, monitoring and review functions or oversees these functions if they are assigned to a designee(s).

**"Decategorization Director"** means an individual who provides administrative support as determined by the Decategorization Governance Board.

**"DECAT"** means Decategorization.

**"DHS"** means Department of Human Services.

**"JCS"** means Juvenile Court Services.

**"JCO"** means Juvenile Court Officer.

**"Youth Centered Meetings"** means a process in which a team of informal supports is developed for the youth that may continue into adulthood and, ideally, fosters lifelong connections. Team members are chosen by the youth. The goal is to support, encourage and help the youth develop action steps.

**"Unit Rate"** means the amount the Contract will be reimbursed based on the type of meeting.

**"GAX"** means General Accounting Form used for billing.

### *1.2 Contract Purpose.*

The parties have entered into this Contract for the purpose of retaining the Contractor to provide Youth Centered Meetings with youth who are entering placement with Juvenile Court Services.

### *1.3 Scope of Work.*

#### **1.3.1 Deliverables.**

The Contractor shall provide the following:

1. JCS will make all referrals to the Contractor for a Youth Centered Meeting for youth scheduled to enter placement.
2. The Contractor will distribute surveys to all team participants after each Youth Centered Meeting to gain feedback on the process.
3. The Contractor will complete the initial Youth Centered Meeting no later than 14 business days from the date of the referral.
4. The Contractor will complete another Youth Centered Meeting while the youth is still in placement. Preferably towards the middle of the youth's placement.

5. The Contractor will complete a final Youth Centered Meeting 30 days prior to the youth being discharged from placement.
6. JCS has the option to request additional Youth Centered Meetings for the youth based on their needs.
7. Ongoing communication between the Contractor and JCS regarding youth referred to ensure all meetings are completed in a timely manner.
8. Follow-up with all youth who have participated in the Youth Centered Meeting process to assess if identified goals have been completed or are still in progress.
9. Complete trainings identified by the Contractor and JCS to ensure best practices are followed when facilitating a Youth Centered Meeting.
10. Develop a transportation request form to be used when families have identified transportation as a barrier to attending a Youth Centered Meeting. The JCO will determine if any other funding is available to assist with transportation prior to dollars from this contract being utilized. The Chief Juvenile Court Officer or Juvenile Court Services Supervisor will sign off on the form which will be submitted with a GAX to the Eastern Service Area Decategorization Director for reimbursement.
  - a. If purchasing fuel for a family to attend a meeting, the Contractor may purchase a gas card that states **“fuel only”** on the card. The Contractor will make a copy of the front and back of the card and submit it with the GAX for reimbursement.
11. The Contractor will submit timely and accurate documentation for reimbursement to the Eastern Service Area Decategorization Director. Documentation should include the following:
  - a. Date youth was referred by JCS.
  - b. Date meeting occurred.
  - c. Identify if the meeting was an initial meeting or subsequent meeting.
  - d. Documentation for staff mileage.
  - e. Receipts for food and/or supplies purchased for meetings.
  - f. Transportation request forms if applicable.
12. General data collection as indicated for quarterly reporting.
13. Submit performance reports to the Eastern Iowa Decategorization Director. Performance reports are due 30 days after the end of each quarter. The quarters are as follows: July – September (report is due October 30th), October – December (report is due January 30th), January – March (report is due April 30th), and April – June (report is due July 30th). Performance reports will include performance measure identified in Section 1.3.2 and the following:
  - a. Demographics of youth (Race/Ethnicity, Gender of Youth, Age of Youth)
  - b. Number of meetings conducted per youth. Please identify if this is the first, second, or third meeting for the youth.
  - c. Identify who is in attendance at a meeting (i.e. youth, JCO, family member, informal support, etc.)
  - d. Program Successes
  - e. Program Barriers

### **1.3.2 Performance Measures.**

1. 90% of Youth Centered Meeting participants will indicate on the satisfaction survey that they believe the facilitator had the skills, knowledge and ability to facilitate an effective meeting.

2. 90% of Youth Centered Meeting participants will indicate on the satisfaction survey that they believe the plan that was developed addressed the youth and family's needs.
3. 75% of youth who completed a Youth Centered Meeting will be on track to complete the goals identified in their plan.

### **1.3.3 Monitoring, Review, and Problem Reporting.**

**1.3.3.1 Agency Monitoring Clause.** The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

**Monthly:**

The Eastern Iowa Decategorization Director will review all monthly reimbursement/expenditure claims, for timeliness, ensuring documentation supports reimbursement request, and accuracy of claims.

**Quarterly:**

The Eastern Iowa Decategorization Director will review the Decategorization Program's funding pool allocation tracking records with the Decategorization Governance Board and Contract manager to ensure dollars are tracked accurately. The Eastern Iowa Decategorization Director will review all performance reports submitted by the Contractor.

The Eastern Iowa Decategorization Director will review all quarterly performance reports submitted by the Contractor. The Eastern Iowa Decategorization Director will meet with the Contract Manager to discuss the Contractor's performance.

**Annual:**

The Eastern Iowa Decategorization Director will complete a review with the Contract Manager, or designee, to ensure the Contractor is in compliance with completion of Contractor's responsibilities as set out in the Scope of Work as well as compliance with the general terms, conditions and requirements as evidence by the completion of the Monitoring of General Contract Compliance Form.

**1.3.3.2 Agency Review Clause.** The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

**1.3.3.3 Problem Reporting.** As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall

provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency’s acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency’s inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

**1.3.3.4 Addressing Deficiencies.** To the extent that Deficiencies are identified in the Contractor’s performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

**1.3.4 Contract Payment Clause.**

**1.3.4.1 Pricing.** In accordance with the payment terms outlined in this section and Contractor’s completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$180,000.00 during the entire term of this Contract, which includes any extensions or renewals thereof. Payment will occur as follows:

**Payment Table**

<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
07/01/21 - 06/30/22	\$30,000.00
07/01/22 - 06/30/23	\$30,000.00
07/01/23 - 06/30/24	\$30,000.00
07/01/24 - 06/30/25	\$30,000.00
07/01/25 - 06/30/26	\$30,000.00
07/01/26 - 06/30/27	\$30,000.00

**Note:** continued payment for contract extension years is contingent upon extension of the Contract.

**1.3.4.2 Payment Methodology.**

The Contractor will be paid for the services described in the Scope of Work Section at a unit rate for meeting facilitation. The initial Youth Centered Meeting will be \$375 and \$300 for all subsequent meetings. The unit rate includes all prep time required of the Contractor. The Contractor will be reimbursed for actual expenses for supplies and food for Youth Centered Meetings. Food for meetings should not exceed \$40 per meeting. The Contractor will ensure that all travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services’ State Accounting Policy and Procedures Manual, Section 210, <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual> and must be consistent with all Iowa Executive Orders currently in effect. The Contractor shall be reimbursed for staff time and expenses related to any training for Youth Centered Meeting Facilitators.

Total amount of the contract shall not exceed the amount located in the payment table for all years of the contract applies to section 1.3.4.1 for the total amount of the contract. Gift cards shall **not** be reimbursed under this contract unless it is a **fuel only** gas card to allow families to travel to meetings. Payment shall be contingent upon the Contractor performing the services set forth in the Scope of Work Section and submitting detailed invoices. The invoices shall be accompanied with appropriate documentation that is necessary to support all charges included on the invoice. The contract number must be placed on all claims for payment. Should the Contractor not meet performance measures outlined in the contract, and results of the Corrective Action Plan not be satisfactory, the Department may reduce the monthly expenditures by 10% until such time that the

performance measures have been achieved or the contract is terminated. All Decategorization billing is processed via email and should be sent to the below email address.

**Claims shall be submitted to:**  
DecatBilling@scottcountyiowa.com

**1.3.4.3 Timeframes for Regular Submission of Initial and Adjusted Invoices.** The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

**1.3.4.4 Submission of Invoices at the End of State Fiscal Year.** Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1<sup>st</sup> for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

**1.3.4.5 Payment of Invoices.** The Agency shall verify the Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: [http://www.dom.state.ia.us/appeals/general\\_claims.html](http://www.dom.state.ia.us/appeals/general_claims.html).

The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

**1.3.4.6 Reimbursable Expenses.** Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

**1.3.4.7 Travel Expenses.** If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210, <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual> and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

**1.4 Insurance Coverage.**

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

<b>Type of Insurance</b>	<b>Limit</b>	<b>Amount</b>
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

**1.5 Data and Security.** If this Contract involves Confidential Information, the following terms apply:

**1.5.1 Data and Security System Framework.** The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

**1.5.2 Vendor Security Questionnaire.** If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

**1.5.3 Cloud Services.** If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

**1.5.4 Addressing Concerns.** The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

**1.6 Reserved.** (*Labor Standards Provisions.*)

**1.7 Reserved.** (*Additional Terms.*)



## SECTION 2. GENERAL TERMS FOR SERVICE CONTRACTS

**2.1 Definitions.** When appearing as capitalized terms in this Contract (including any attachments) the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section. **“Acceptance”** means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

**“Acceptance Criteria”** means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

**“Acceptance Tests” or “Acceptance Testing”** mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

**“Applicable Law”** means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

**“Bid Proposal” or “Proposal”** means the Contractor’s proposal submitted in response to the Solicitation, if this Contract arises out of a competitive process.

**“Business Days”** means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

**“Confidential Information”** means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

**“Contract”** means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Service Contracts, and the Contingent Terms for Service Contracts as these documents may be amended from time to time.

**“Deficiency”** means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

**“Deliverables”** means all of the services, goods, products, work, work product, data, items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract. This includes data that is collected on behalf of the Agency.

**“Documentation”** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

**“Invoice”** means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

**“Solicitation”** means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

**“Special Contract Attachments”** means any attachment to this Contract.

**“Special Terms”** means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts, the Contingent Terms for Service Contracts, and the Special Terms, the Special Terms shall prevail.

**“Specifications”** means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

**“State”** means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

**2.2 Duration of Contract.** The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or renewal term.

**2.3 Scope of Work.** The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

#### **2.4 Compensation.**

**2.4.1 Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or

conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

**2.4.2 Erroneous Payments and Credits.** The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

**2.4.3 Offset Against Sums Owed by the Contractor.** In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

## **2.5 Termination.**

**2.5.1 Termination for Cause by the Agency.** The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

**2.5.1.1** The Contractor furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

**2.5.1.2** The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

**2.5.1.3** The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

**2.5.1.4** The Contractor terminates or suspends its business;

**2.5.1.5** The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

**2.5.1.6** The Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

**2.5.1.7** The Agency determines or believes the Contractor has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person's life, health, or safety to be jeopardized;

**2.5.1.8** The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

**2.5.1.9** The Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

**2.5.1.10** Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

**2.5.2 Termination Upon Notice.** Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

**2.5.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**2.5.3.1** The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

**2.5.3.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

**2.5.3.3** If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

**2.5.3.4** If the Agency's duties, programs or responsibilities are modified or materially altered; or

**2.5.3.5** If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

**2.5.4 Other remedies.** The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

**2.5.5 Limitation of the State's Payment Obligations.** In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, Termination for Cause by the Agency) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, Termination Due to Lack of Funds or Change in Law, the Agency's obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper proof of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

**2.5.5.1** The payment of unemployment compensation to the Contractor's employees;

**2.5.5.2** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

**2.5.5.3** Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;

**2.5.5.4** Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or

**2.5.5.5** Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

**2.5.6 Contractor's Contract Close-Out Duties.** Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, "Close-Out Event"), the Contractor shall:

**2.5.6.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.

**2.5.6.2** Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

**2.5.6.3** Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.

**2.5.6.4** Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.

**2.5.6.5** Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

**2.5.7 Termination for Cause by the Contractor.** The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of breach.

**2.6 Indemnification.**

**2.6.1 By the Contractor.** The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office,) and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

**2.6.1.1** Any breach of this Contract;

**2.6.1.2** Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

**2.6.1.3** The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

**2.6.1.4** Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;

**2.6.1.5** Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

**2.7 Insurance.**

**2.7.1 Insurance Requirements.** At the Contractor's expense, the Contractor and any subcontractor shall maintain insurance in full force and effect covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. Insurance shall be provided through companies licensed by the State of Iowa, through statutorily authorized self-insurance programs, through local government risk pools, or through any combination of these. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

**2.7.1.2.** Name the State of Iowa and the Agency as additional insureds or loss payees on the policies for all coverages required by this Contract, with the exception of Workers' Compensation, or the Contractor shall obtain an endorsement to the same effect; and

**2.7.1.3** Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation. The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

**2.7.2 Types and Amounts of Insurance Required.** Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

**2.7.3 Certificates of Coverage.** The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

**2.7.4 Notice of Claim.** Contractor shall provide prompt notice to the Agency of any claim related to the contracted services made by a third party. If the claim matures to litigation, the Contractor shall keep the Agency regularly informed of the status of the lawsuit, including any substantive rulings. The Contractor shall confer directly with the Agency about and before any substantive settlement negotiations.

## ***2.8 Ownership and Security of Agency Information.***

**2.8.1 Ownership and Disposition of Agency Information.** Any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency's behalf in the course of the performance of this Contract, shall be considered the property of the Agency ("Agency Information"). The Contractor will not use the Agency Information for any purpose other than providing services under the Contract, nor will any part of the information and records be disclosed, sold, assigned, leased, or otherwise provided to third parties or commercially exploited by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor's hosting environment and/or equipment/media.

**2.8.2 Foreign Hosting and Storage Prohibited.** Agency Information shall be hosted and/or stored within the continental United States only.

**2.8.3 Access to Agency Information that is Confidential Information.** The Contractor's employees, agents, and subcontractors may have access to Agency Information that is Confidential Information to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with both the State's and the Agency's policies and procedures. In all instances, access to Agency Information from outside of the United States and its protectorates, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

**2.8.4 No Use or Disclosure of Confidential Information.** Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

**2.8.5 Contractor Breach Notification Obligations.** The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach

of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

**2.8.6 Compliance of Contractor Personnel.** The Contractor and the Contractor's personnel shall comply with the Agency's and the State's security and personnel policies, procedures, and rules, including any procedure which the Agency's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security incidents and breaches that may involve the Contractor or the Contractor's personnel. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security policies and procedures. By way of example only, see Iowa Code 8B.23, and <https://ocio.iowa.gov/home/standards>.

**2.8.7 Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

**2.8.8 Return and/or Destruction of Information.** Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

**2.8.9 Contractor's Inability to Return and/or Destroy Information.** If for any reason the Agency Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement by both parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Information inaccessible. The Contractor shall not use or disclose such retained Agency Information for any purposes other than those expressly permitted by the Agency. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the Agency Information inaccessible no later than thirty (30) days after making the information inaccessible. If the Agency provides written permission for the Contractor to retain the Agency Information in the Contractor's information systems, the Contractor will extend the protections of this Contract to such information and limit any further uses or disclosures of such information.

## **2.9 Intellectual Property.**

**2.9.1 Ownership and Assignment of Other Deliverables.** The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any



claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

**2.9.2 Waiver.** To the extent any of the Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

**2.9.3 Further Assurances.** At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.9, Intellectual Property.

**2.9.4 Publications.** Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of this Contract without the express written consent of the Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of this Contract, subject to confidentiality restrictions, and only after the Agency has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

## **2.10 Warranties.**

### **2.10.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law.**

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.10.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

### **2.10.2 Contractor represents and warrants that:**

**2.10.2.1** All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

**2.10.2.2** The Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and

**2.10.2.3** The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

**2.10.3 The Contractor represents and warrants that:**

**2.10.3.1** The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

**2.10.3.2** The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Subsection 2.10.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

**2.10.4 The Contractor represents and warrants that the Deliverables shall:**

**2.10.4.1** Be free from material Deficiencies; and

**2.10.4.2** Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section. During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency's satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

**2.10.5** The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

**2.10.6** The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

**2.10.7 Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

***2.11 Acceptance of Deliverables.***

**2.11.1 Acceptance of Written Deliverables.** For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials (“Written Deliverables”). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency’s Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

**2.11.2 Notice of Acceptance and Future Deficiencies.** The Contractor’s receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency’s rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

***2.12 Contract Administration.***

**2.12.1 Independent Contractor.** The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

**2.12.2 Incorporation of Documents.** To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the

conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

**2.12.3 Intent of References to Bid Documents.** To the extent this Contract arises out of a Solicitation, the references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

**2.12.4 Compliance with the Law; Nondiscrimination in Employment.** The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor's provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

**2.12.4.1** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

**2.12.4.2** The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

**2.12.4.3** In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.12.9, Use of Third Parties, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

**2.12.4.4** Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

**2.12.5 Procurement.** The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

**2.12.6 Non-Exclusive Rights.** This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

**2.12.7 Amendments.** With the exception of the Contract end date, which may be extended in the Agency's sole discretion, this Contract may only be amended by mutual written consent of the parties. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this

Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

**2.12.8 No Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

**2.12.9 Use of Third Parties.** The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

**2.12.10 Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

**2.12.11 Assignment and Delegation.** The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

**2.12.12 Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

**2.12.13 No Drafter.** No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

**2.12.14 Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**2.12.15 Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

**2.12.16 Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for

carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

**2.12.17 Supersedes Former Contracts or Agreements.** This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

**2.12.18 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**2.12.19 Notice.** Any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party's Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party. Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;
- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
- Within five (5) days after it is deposited in the U.S. Mail.

**2.12.20 Cumulative Rights.** The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

**2.12.21 Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

**2.12.22 Time is of the Essence.** Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

**2.12.23 Authorization.** The Contractor represents and warrants that:

**2.12.23.1** It has the right, power, and authority to enter into and perform its obligations under this Contract.

**2.12.23.2** It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

**2.12.24 Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

**2.12.25 Records Retention and Access.**

**2.12.25.1 Financial Records.** The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a

period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other 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 Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

**2.12.25.1.1** Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

**2.12.25.1.2** The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

**2.12.25.1.3** The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

**2.12.25.1.4** The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

**2.12.25.2** The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code § 614.1(9), whichever is greater.

**2.12.26 Audits.**

**2.12.26.1** The Agency may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Agency within thirty (30) days of its issuance, unless specific exemption is granted in writing by the Agency. The Contractor shall submit with the audit report a copy of the separate letter to management addressing a deficiency in internal control and/or material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

**2.12.26.2** The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

**2.12.26.3 Reimbursement of Audit Costs.** If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor's noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall bear the cost of the Auditor's review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

**2.12.27 Staff Qualifications and Background Checks.** The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under state law or the Iowa Administrative Code.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

**2.12.28 Solicitation.** The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

**2.12.29 Obligations Beyond Contract Term.** All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, Erroneous Payments and Credits; (2) Section 2.5.5, Limitation of the State's Payment Obligations; (3) Section 2.5.6, Contractor's Contract Close-Out Duties; (4) Section 2.6, Indemnification, and all subparts thereof; regardless of the date any potential claim is made or discovered by the Agency or any other Identified Party; (5) Section 2.8, Ownership and Security of Agency Information, and all subparts thereof; (6) Section 2.9, Intellectual Property, and all subparts thereof; (7) Section 2.12.10, Choice of Law and Forum; (8) Section 2.12.16, Joint and Several Liability; (9) Section 2.12.20, Cumulative Rights; (10) Section 2.12.24 Successors In Interest; (11) Section 2.12.25, Records Retention and Access, and all subparts thereof; (12) Section 2.12.26, Audits; (13) Section 2.12.34, Repayment Obligation and (14) Section 2.12.37, Use of Name or Intellectual Property.

**2.12.30 Counterparts.** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**2.12.31 Delays or Potential Delays of Performance.** Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

**2.12.32 Delays or Impossibility of Performance Based on a Force Majeure.** Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a force majeure. The term "force majeure" as used in this Contract includes



an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the Contractor; claims or court orders that restrict the Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

If a delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

If a Force Majeure delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency.

The party seeking to exercise this provision and not perform or delay performance pursuant to a Force Majeure shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

**2.12.33 Right to Address the Board of Directors or Other Managing Entity.** The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

**2.12.34 Repayment Obligation.** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

**2.12.35 Immunity from Liability.** Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

**2.12.36 Public Records.** The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

**2.12.37 Use of Name or Intellectual Property.** The Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

**2.12.38 Taxes.** The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on the Contractor's employees' wages. The State is exempt from State and local sales and use taxes on the Deliverables.

**2.12.39 No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

**2.12.40 Conflict of Interest.** The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

**2.12.40.1** Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or

**2.12.40.2** Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

**2.12.40.3** Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

**2.12.41 Certification Regarding Sales and Use Tax.** By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

## **SECTION 3: CONTINGENT TERMS FOR SERVICE CONTRACTS**

**3.1 Reserved.** (*Federal Certifications and Terms*)

**3.2 Reserved.** (*Business Associate Agreement*)

**3.3 Reserved.** (*Qualified Service Organization*)

**3.4 Reserved.** (*Certification Regarding Iowa Code Chapter 8F*)

**3.5 Reserved.** (*Software Contracts*)

## **SPECIAL CONTRACT ATTACHMENTS**

The Special Contract Attachments in this section are a part of the Contract.

N/A

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

June 24, 2021

CONTRACT APPROVAL FOR YOUTH CENTERED MEETING PROGRAM SERVICES

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

Section 1. That the Scott County Juvenile Detention and Diversion Programs will provide the YCM program for youth through a contract with the Iowa Department of Human Services ending June 30, 2022.

Section 2. This resolution shall take effect on July 1st, 2021

**OFFICE OF THE COUNTY ADMINISTRATOR**

600 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1003

Ph: (563) 326-8702 Fax: (563) 328-3285

[www.scottcountyiowa.com](http://www.scottcountyiowa.com)

E-Mail: [admin@scottcountyiowa.gov](mailto:admin@scottcountyiowa.gov)



June 1, 2021

TO: Mahesh Sharma, County Administrator

FROM: David Farmer, CPA, MPA Director of Budget and Administrative Services

SUBJ: Approval of Appropriations and Authorized Positions for FY22

Please find attached a listing of appropriations and authorized positions recommended for FY22. There are no appropriation changes from the March 18, 2021 budget adoption amount of \$95,034,952 (including the golf course enterprise fund).

The recommended authorized position levels for next year are presented in a format which provides an accurate tracking method for changes in authorized position levels as approved by the Board throughout the fiscal year as well as at budget time. The first column lists the authorized position levels as of the end of the third quarter of the current fiscal year as previously submitted to Board of Supervisors in the latest Quarterly Financial Summary Report. The next column shows the fourth quarter changes approved during the current fiscal year through June 10, 2021. The third column shows the budget changes as included in the resolution approved by the Board for FY22.

Finally, these three columns added (or subtracted) together total the final column listed as the recommended FY22 authorized FTE level of 513.96 FTE's. There were a number number of personnel changes included with the FY22 budget. The Attorney's office is authorized for 3.0 additional positions, 1.0 Paralegal, 1.0 Legal Secretary, 1.0 Senior Office Assistant. FSS upgraded a Electronic System Technician to a Senior Electronic System Technician. A Juvenile Detention Services Shift Supervisor has been added while a Detention Youth Counselor was removed. The Treasurer added a Multi-Service Clerk.

This authorized position level information is provided jointly by both the Human Resources Department and Administration. It is recommended that the Board approves the attached appropriations and authorized positions for FY22 at your next Board meeting.

Attachment

SCOTT COUNTY  
 FY22 APPROPRIATIONS AND AUTHORIZED POSITIONS  
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## PERSONNEL SUMMARY (FTE's)

Department	FY21 as of 03/31/21	FY21 4th QTR Changes	FY22 Budget Changes	FY22 Adjusted FTE
Administration	5.50	-	-	5.50
Attorney	36.50	-	3.00	39.50
Auditor	14.50	-	-	14.50
Information Technology	17.00	-	-	17.00
Facilities and Support Services	30.12	-	-	30.12
Community Services	11.00	-	-	11.00
Conservation (net of golf course)	49.10	-	-	49.10
Health	49.01	-	-	49.01
Human Resources	3.50	-	-	3.50
Juvenile Detention Services	16.90	-	-	16.90
Planning & Development	5.00	0.25	-	5.25
Recorder	10.50	-	-	10.50
Secondary Roads	37.30	-	-	37.30
Sheriff	172.80	-	-	172.80
Supervisors	5.00	-	-	5.00
Treasurer	<u>29.00</u>	<u>-</u>	<u>1.00</u>	<u>30.00</u>
SUBTOTAL	492.73	0.25	4.00	496.98
Golf Course Enterprise	<u>16.98</u>	<u>-</u>	<u>-</u>	<u>16.98</u>
TOTAL	<u>509.71</u>	<u>0.25</u>	<u>4.00</u>	<u>513.96</u>



**ORGANIZATION: Administration****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
N County Administrator	1.00	-	-	1.00
41-Non-Rep Asst. Co. Administrator/HR Director	0.50	-	-	0.50
37-Non-Rep Budget and Administrative Services Director	1.00	-	-	1.00
27-Non-Rep ERP and Budget Analyst	1.00	-	-	1.00
25-Non-Rep Purchasing Specialist	1.00	-	-	1.00
25-Non-Rep Executive Assistant	1.00	-	-	1.00
	<u>5.50</u>	<u>-</u>	<u>-</u>	<u>5.50</u>
Total Positions	<u>5.50</u>	<u>-</u>	<u>-</u>	<u>5.50</u>

**ORGANIZATION: Attorney****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
X County Attorney	1.00	-	-	1.00
X First Assistant Attorney	1.00	-	-	1.00
36-Non-Rep Senior Assistant Attorney	7.00	-	-	7.00
30-Non-Rep Office Administrator	1.00	-	-	1.00
32-Non-Rep Risk Manager	1.00	-	-	1.00
32-Non-Rep Assistant Attorney	9.00	-	-	9.00
28-Non-Rep Investigator	1.00	-	-	1.00
27-Non-Rep Case Expeditor	1.00	-	-	1.00
27-Non-Rep Paralegal Audio/Visual Production Specialist	1.00	-	-	1.00
26-Non-Rep Paralegal	1.00	-	1.00	2.00
26-Non-Rep Paralegal/Executive Secretary	1.00	-	-	1.00
22-AFSCME Intake Coordinator	1.00	-	-	1.00
21-AFSCME Fine Collections Specialist	2.00	-	-	2.00
21-AFSCME Legal Secretary	3.00	-	1.00	4.00
20-AFSCME Senior Victim and Witness Coordinator	1.00	-	-	1.00
20-AFSCME Victim and Witness Specialist	1.00	-	-	1.00
18-AFSCME Senior Office Assistant	2.00	-	1.00	3.00
18-AFSCME Office Assistant	1.00	-	-	1.00
Z Summer Law Clerk	0.50	-	-	0.50
	<u>36.50</u>	<u>-</u>	<u>3.00</u>	<u>39.50</u>
Total Positions	<u>36.50</u>	<u>-</u>	<u>3.00</u>	<u>39.50</u>

**ORGANIZATION: Auditor****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
X Auditor	1.00	-	-	1.00
X Deputy Auditor-Tax	1.00	-	-	1.00
36-Non-Rep Accounting & Tax Manager	1.00	-	-	1.00
33-Non-Rep Operations Manager-Auditor	1.00	-	-	1.00
26-AFSCME Elections Supervisor	1.00	-	-	1.00
24-Non-Rep GIS/Elections Systems Technician	1.00	-	-	1.00
23-Non-Rep Payroll Specialist	2.00	-	-	2.00
21-AFSCME Accounts Payable Specialist	1.50	-	-	1.50
19-AFSCME Senior Elections Clerk	2.00	-	-	2.00
19-Non-Rep Official Records Clerk	1.00	-	-	1.00
19-AFSCME Platroom Specialist	1.00	-	-	1.00
16-AFSCME Elections Clerk	1.00	-	-	1.00
	<u>14.50</u>	<u>-</u>	<u>-</u>	<u>14.50</u>

**ORGANIZATION: Information Technology****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
37-Non-Rep Information Technology Director	1.00	-	-	1.00
34-Non-Rep GIS Manager	1.00	-	-	1.00
32-Non-Rep Network Infrastructure Manager	1.00	-	-	1.00
34-Non-Rep Programmer/Analyst Manager	1.00	-	-	1.00
31-Non-Rep Information Security Analyst	1.00	-	-	1.00
31-Non-Rep Webmaster	1.00	-	-	1.00
31-Non-Rep Senior Programmer/Analyst	1.00	-	-	1.00
28-Non-Rep Programmer/Analyst	1.00	-	-	1.00
28-Non-Rep Network Systems Administrator	5.00	-	-	5.00
27-Non-Rep Technology Systems Specialist Public Safety	1.00	-	-	1.00
27-Non-Rep GIS Analyst	1.00	-	-	1.00
21-Non-Rep Desktop Support Technician	2.00	-	-	2.00
	<u>17.00</u>	<u>-</u>	<u>-</u>	<u>17.00</u>

**ORGANIZATION: Facilities and Support Services****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
37-Non-Rep Facility and Support Services Director	1.00	-	-	1.00
27-Non-Rep Facilities Maintenance Manager	1.00	-	-	1.00
24-AFSCME Senior Electronics System Technician	-	-	1.00	1.00
23-AFSCME Electronic System Technician	2.00	-	(1.00)	1.00
19-AFSCME Senior Facility Maintenance Worker	4.00	-	-	4.00
19-AFSCME Facility Maintenance Worker	2.00	-	-	2.00
18-AFSCME Senior Office Assistant	1.00	-	-	1.00
21-Non-Rep Custodial Supervisor	1.00	-	-	1.00
16-AFSCME Office Assistant	4.00	-	-	4.00
16-AFSCME Custodian	13.12	-	-	13.12
16-AFSCME Grounds Maintenance Worker	1.00	-	-	1.00
<b>Total Positions</b>	<b>30.12</b>	<b>-</b>	<b>-</b>	<b>30.12</b>

**ORGANIZATION: Community Services****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
37-Non-Rep Community Services Director	1.00	-	-	1.00
29-Non-Rep Case Aide Supervisor/Coordinator of Disability Services	1.00	-	-	1.00
29-Non-Rep Coordinator of Disability Services	1.00	-	-	1.00
24-Non-Rep Mental Health Advocate	1.00	-	-	1.00
24-Non-Rep Veteran's Affairs Director	1.00	-	-	1.00
23-Non-Rep Senior Administrative Assistant	1.00	-	-	1.00
21-AFSCME Case Aide	2.00	-	-	2.00
18-AFSCME Senior Office Assistant	2.00	-	-	2.00
16-AFSCME Office Assistant	1.00	-	-	1.00
<b>Total Positions</b>	<b>11.00</b>	<b>-</b>	<b>-</b>	<b>11.00</b>

**ORGANIZATION: Conservation (Net of Golf Operations)****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
38-Non-Rep Conservation Director	1.00	-	-	1.00
34-Non-Rep Deputy Conservation Director	1.00	-	-	1.00
31-Non-Rep Park Manager	2.00	-	-	2.00
28-Non-Rep Environmental Education Program Manager	1.00	-	-	1.00
27-Non-Rep Roadside Vegetation Specialist	-	-	0.25	0.25
26-Non-Rep Roadside Vegetation Specialist	0.25	-	(0.25)	-
24-Non-Rep Naturalist	2.00	-	-	2.00
24-Non-Rep Park Ranger	5.00	-	-	5.00
23-Non-Rep Senior Administrative Assistant	1.00	-	-	1.00
22-Non-Rep Parks Maintenance Crew Leader	2.00	-	-	2.00
20-Non-Rep Pioneer Village Site Coordinator	1.00	-	-	1.00
21-Non-Rep Equipment Mechanic	1.00	-	-	1.00
21-Non-Rep Park Maintenance Technician	4.00	-	-	4.00
18-Non-Rep Senior Office Assistant	1.00	-	-	1.00
15-Non-Rep Cody Homestead Site Coordinator	0.75	-	-	0.75
Z Seasonal Park Maintenance(WLP,SCP, PV)	7.52	-	-	7.52
Z Seasonal Pool/Beach Manager (SCP)	0.29	-	-	0.29
Z Seasonal Asst Pool/Beach Manager (SCP)	0.21	-	-	0.21
Z Seasonal Lifeguard (WLP, SCP)	6.28	-	-	6.28
Z Seasonal Concession Worker (SCP)	1.16	-	-	1.16
Z Seasonal Concession Worker	1.80	-	-	1.80
Z Seasonal Pool/Beach Manager (WLP)	0.29	-	-	0.29
Z Seasonal Asst Pool/Beach Manager (WLP)	0.23	-	-	0.23
Z Seasonal Park Patrol (WLP, SCP)	2.17	-	-	2.17
Z Seasonal Park Attendants (WLP, SCP, BSP)	2.95	-	-	2.95
Z Seasonal Maintenance/Resident Caretaker	0.66	-	-	0.66
Z Seasonal Assistant Naturalist	0.79	-	-	0.79
Z Seasonal Day Camp Counselors (PV)	1.56	-	-	1.56
Z Seasonal Concession Worker (Cody)	0.19	-	-	0.19
Total Positions	<u>49.10</u>	<u>-</u>	<u>-</u>	<u>49.10</u>

**ORGANIZATION: Glynn's Creek Golf Course****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
30-Non-Rep Golf Pro/Manager	1.00	-	-	1.00
22-Non-Rep Golf Maintenance Crew Leader	1.00	-	-	1.00
21-Non-Rep Equipment Mechanic - Golf	1.00	-	-	1.00
19-Non-Rep Park Technician-Golf Course	1.00	-	-	1.00
Z Seasonal Assistant Golf Professional	0.73	-	-	0.73
Z Seasonal Golf Pro Staff	7.48	-	-	7.48
Z Seasonal Part-Time Groundskeepers	4.77	-	-	4.77
Total Positions	<u>16.98</u>	<u>-</u>	<u>-</u>	<u>16.98</u>

**ORGANIZATION: Health****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
39-Non-Rep Health Director	1.00	-	-	1.00
34-Non-Rep Deputy Health Director	1.00	-	-	1.00
31-Non-Rep Clinical Services Manager	1.00	-	-	1.00
29-Non-Rep Community Health Manager	1.00	-	-	1.00
29-Non-Rep Environmental Health Manager	1.00	-	-	1.00
29-Non-Rep Public Health Services Manager	1.00	-	-	1.00
31-Non-Rep Correctional Health Manager	1.00	-	-	1.00
28-Non-Rep Clinical Services Specialist	1.00	-	-	1.00
27-Non-Rep Public Health Nurse	5.00	-	-	5.00
27-Non-Rep Correctional Health Nurse	4.50	-	-	4.50
27-Non-Rep Maternal, Child and Adolescent Health Nurse	1.00	-	-	1.00
27-Non-Rep Child Care Nurse Consultant	1.00	-	-	1.00
27-Non-Rep Community Health Consultant	3.00	-	-	3.00
27-Non-Rep Community Tobacco Consultant	1.00	-	-	1.00
27-Non-Rep Community Transformation Consultant	1.00	-	-	1.00
27-Non-Rep Community Health Interventionist	1.00	-	-	1.00
27-Non-Rep Environmental Health Specialist	7.00	-	-	7.00
26-Non-Rep Maternal and Child Health Consultant	-	2.00	-	2.00
26-Non-Rep Child Health Consultant	2.00	(2.00)	-	-
24-Non-Rep Community Dental Consultant-Maternal, Child	2.00	-	-	2.00
24-Non-Rep Grant Accounting Specialist	1.00	-	-	1.00
21-Non-Rep Medical Assistant	2.00	-	-	2.00
20-Non-Rep Medical Lab Technician	0.75	-	-	0.75
18-Non-Rep Senior Office Assistant	2.00	-	-	2.00
16-Non-Rep Office Assistant	3.45	-	-	3.45
Z Seasonal Health Worker	0.25	-	-	0.25
Z Correction Health/Public Health Nurse	2.66	-	-	2.66
Z Maternal, Child and Adolescent Health Nurse	0.40	-	-	0.40
Total Positions	<u>49.01</u>	<u>-</u>	<u>-</u>	<u>49.01</u>

**ORGANIZATION: Human Resources****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
41-Non-Rep Assistant County Administrator/HR Director	0.50	-	-	0.50
27-Non-Rep Human Resources Generalist	2.00	-	-	2.00
23-Non-Rep Benefits Specialist	1.00	-	-	1.00
Total Positions	<u>3.50</u>	<u>-</u>	<u>-</u>	<u>3.50</u>

**ORGANIZATION: Juvenile Detention Services****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
34-Non-Rep Juvenile Detention Center Director	1.00	-	-	1.00
26-Non-Rep Juvenile Detention Shift Supervisor	2.00	-	1.00	3.00
22-Non-Rep Detention Youth Counselor	12.90	-	(1.00)	11.90
22-Non-Rep Community Based Youth Counselor	1.00	-	-	1.00
Total Positions	<u>16.90</u>	<u>-</u>	<u>-</u>	<u>16.90</u>

**ORGANIZATION: Planning & Development****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
35-Non-Rep Planning & Development Director	1.00	-	-	1.00
24-AFSCME Building Inspector	2.00	-	-	2.00
24-Non-Rep Planning & Development Specialist	1.00	-	-	1.00
18-Non-Rep Senior Office Assistant	0.75	0.25	-	1.00
Z Planning Intern	0.25	-	-	0.25
	<u>5.00</u>	<u>0.25</u>	<u>-</u>	<u>5.25</u>
Total Positions				

**ORGANIZATION: Recorder****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
X Recorder	1.00	-	-	1.00
Y Second Deputy	1.00	-	-	1.00
33-Non-Rep Office Administrator	1.00	-	-	1.00
19-AFSCME Real Estate Specialist	1.00	-	-	1.00
19-AFSCME Vital Records Specialist	1.00	-	-	1.00
19-AFSCME Licensing Specialist	1.00	-	-	1.00
17-AFSCME Multi-Service Clerk	4.50	-	-	4.50
	<u>10.50</u>	<u>-</u>	<u>-</u>	<u>10.50</u>
Total Positions				

**ORGANIZATION: Secondary Roads**

**POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
40-Non-Rep County Engineer	1.00	-	-	1.00
35-Non-Rep Assistant County Engineer	1.00	-	-	1.00
30-Non-Rep Fleet Manager	1.00	-	-	1.00
30-Non-Rep Secondary Roads Superintendent	1.00	-	-	1.00
27-Non-Rep Roadside Veg Spec	-	-	0.75	0.75
26-Non-Rep Roadside Veg Spec	0.75	-	(0.75)	-
25-Non-Rep Engineering Technician	2.00	-	-	2.00
27-Non-Rep Mechanic Supervisor	1.00	-	-	1.00
23-Non-Rep Sr Administrative Assistant	1.00	-	-	1.00
26r-PPME Secondary Roads Crew Leader	3.00	-	-	3.00
25r-PPMW Senior Signs Technician	1.00	-	-	1.00
24r-PPME Senior Mechanic	2.00	-	-	2.00
18r-PPME Parts and & Inventory Clerk	1.00	-	-	1.00
24r-PPME Heavy Equipment Operator	7.00	-	-	7.00
24r-PPME Roadside Veg. Tech	1.00	-	-	1.00
24r-PPME Sign Crew Technician	1.00	-	-	1.00
23r-PPME Sr Roads Maintenance Worker	1.00	-	-	1.00
18-Non-Rep Senior Office Assistant	1.00	-	-	1.00
22r-PPME Roads Maintenance Worker	9.00	-	-	9.00
22r-PPME Mechanic	1.00	-	-	1.00
Z Engineering Intern	0.25	-	-	0.25
Z Seasonal Maintenance Worker	0.30	-	-	0.30
	-	-	-	-
<b>Total Positions</b>	<b>37.30</b>	<b>-</b>	<b>-</b>	<b>37.30</b>

**ORGANIZATION: Sheriff****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
X Sheriff	1.00	-	-	1.00
Y Chief Deputy	2.00	-	-	2.00
Y Chief Deputy - Captain	1.00	-	-	1.00
33-Non-Rep Asst Jail Administrator/Corrections Capt	1.00	-	-	1.00
32-Non-Rep Sheriff's Lieutenant	3.00	-	-	3.00
4s-DSA Sheriff's Sergeant	7.00	-	-	7.00
31-Non-Rep Corrections Lieutenant	2.00	-	-	2.00
30-Non-Rep Office Administrator	1.00	-	-	1.00
29-Non-Rep Corrections Sergeant	14.00	-	-	14.00
27-Non-Rep Corrections Food Service Supervisor	1.00	-	-	1.00
8s-DSA Sheriff's Deputy	38.00	-	-	38.00
26-Non-Rep Inmate Programs Coordinator	2.00	-	-	2.00
24-Non-Rep Classification Specialist	2.00	-	-	2.00
23-Non-Rep Bailiff Sergeant	1.00	-	-	1.00
10s-Teamsters Corrections Officer	64.00	-	-	64.00
21-Non-Rep Administrative Assisnt	1.00	-	-	1.00
21-Non-Rep Bailiffs	12.20	-	-	12.20
19-AFSCME Civil Records Specialist	2.00	-	-	2.00
20-Non-Rep Court Compliance Coordinator	2.00	-	-	2.00
20-Non-Rep Alternative Sentencing Coordinator	1.00	-	-	1.00
19-Non-Rep Sex Offender Registry Specialist	1.00	-	-	1.00
21-Non-Rep Inmate Services Specialist	2.00	-	-	2.00
18-Teamsters Corrections Custodial Officer	4.00	-	-	4.00
18-Teamsters Corrections Food Service Officer	4.00	-	-	4.00
18-AFSCME Senior Office Assistant	3.60	-	-	3.60
<b>Total Positions</b>	<b>172.80</b>	<b>-</b>	<b>-</b>	<b>172.80</b>

**ORGANIZATION: Supervisors, Board of****POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
X Supervisor, Chairman	1.00	-	-	1.00
X Supervisor	4.00	-	-	4.00
<b>Total Positions</b>	<b>5.00</b>	<b>-</b>	<b>-</b>	<b>5.00</b>



**ORGANIZATION: Treasurer**

**POSITIONS:**

	<b>FY21 as of 03/31/21</b>	<b>FY21 4th QTR Changes</b>	<b>FY22 Budget Changes</b>	<b>FY22 Adjusted FTE</b>
X Treasurer	1.00	-	-	1.00
35-Non-Rep Finance Manager	1.00	-	-	1.00
33-Non-Rep Operations Manager-Treasurer	1.00	-	-	1.00
28-Non-Rep County General Store Manager	1.00	-	-	1.00
26-Non-Rep Tax Accounting Specialist	1.00	-	-	1.00
26-Non-Rep Motor Vehicle Supervisor	1.00	-	-	1.00
20-AFSCME Revenue Collection Specialist	1.00	-	-	1.00
18-AFSCME Accounting Clerk	3.00	-	-	3.00
18-AFSCME Senior Office Assistant	1.00	-	-	1.00
17-AFSCME Multi-Service Clerk	18.00	-	1.00	19.00
				-
	<u>29.00</u>	<u>-</u>	<u>1.00</u>	<u>30.00</u>

SCOTT COUNTY  
FY 22 APPROPRIATIONS SUMMARY

Description	FY 22 Adopted	Budget Changes	FY 22 Appropriated
Administration	\$ 869,448	\$ -	\$ 869,448
Attorney	5,485,957	-	5,485,957
Auditor	2,046,441	-	2,046,441
Authorized Agencies	11,014,068	-	11,014,068
Capital Improvements (general, conservation)	7,424,287	-	7,424,287
Community Services	6,664,816	-	6,664,816
Conservation (net of golf course)	4,105,417	-	4,105,417
Debt Service (net of refunded debt)	4,848,149	-	4,848,149
Facility & Support Services	4,291,231	-	4,291,231
Health	7,030,074	-	7,030,074
Human Resources	482,569	-	482,569
Human Services	86,452	-	86,452
Information Technology	3,309,332	-	3,309,332
Juvenile Court Services	1,880,208	-	1,880,208
Non-Departmental	818,998	-	818,998
Planning & Development	541,419	-	541,419
Recorder	884,452	-	884,452
Secondary Roads	9,134,600	-	9,134,600
Sheriff	19,532,439	-	19,532,439
Supervisors	387,853	-	387,853
Treasurer	2,845,220	-	2,845,220
<b>SUBTOTAL</b>	93,683,430	-	93,683,430
Golf Course Operations	1,351,522	-	1,351,522
<b>TOTAL</b>	<b>\$ 95,034,952</b>	<b>\$ -</b>	<b>\$ 95,034,952</b>

SCOTT COUNTY  
 APPROPRIATIONS SUMMARY BY DEPARTMENT

Description	Original Budget	Budget Changes	Adjusted Budget
ORGANIZATION: ADMINISTRATION			
APPROPRIATIONS			
Personal Services	\$ 850,373	\$ -	\$ 850,373
Expenses	16,875	-	16,875
Supplies	2,200	-	2,200
<hr style="border-top: 1px dashed black;"/>			
TOTAL APPROPRIATIONS	\$ 869,448	\$ -	\$ 869,448
<hr style="border-top: 3px double black;"/>			
ORGANIZATION: ATTORNEY			
APPROPRIATIONS			
Personal Services	\$ 4,229,795	\$ -	\$ 4,229,795
Expenses	1,221,662	-	1,221,662
Supplies	34,500	-	34,500
<hr style="border-top: 1px dashed black;"/>			
TOTAL APPROPRIATIONS	\$ 5,485,957	\$ -	\$ 5,485,957
<hr style="border-top: 3px double black;"/>			
ORGANIZATION: AUDITOR			
APPROPRIATIONS			
Personal Services	\$ 1,675,406	\$ -	\$ 1,675,406
Expenses	297,685	-	297,685
Supplies	73,350	-	73,350
<hr style="border-top: 1px dashed black;"/>			
TOTAL APPROPRIATIONS	\$ 2,046,441	\$ -	\$ 2,046,441
<hr style="border-top: 3px double black;"/>			
ORGANIZATION: CAPITAL IMPROVEMENTS (GENERAL)			
APPROPRIATIONS			
Capital Improvements	\$ 7,424,287	\$ -	\$ 7,424,287
<hr style="border-top: 1px dashed black;"/>			
TOTAL APPROPRIATIONS	\$ 7,424,287	\$ -	\$ 7,424,287
<hr style="border-top: 3px double black;"/>			

SCOTT COUNTY  
 APPROPRIATIONS SUMMARY BY DEPARTMENT

Description	Original Budget	Budget Changes	Adjusted Budget
-------------	--------------------	-------------------	--------------------

ORGANIZATION: COMMUNITY SERVICES

APPROPRIATIONS

Personal Services	\$ 1,126,859	\$ -	\$ 1,126,859
Equipment	508	-	508
Expenses	5,524,969	-	5,524,969
Supplies	12,480	-	12,480

TOTAL APPROPRIATIONS	\$ 6,664,816	\$ -	\$ 6,664,816
	=====	=====	=====

ORGANIZATION: CONSERVATION

APPROPRIATIONS

Personal Services	\$ 3,064,420	\$ -	\$ 3,064,420
Capital Outlay - Operating	-	-	-
Expenses	593,638	-	593,638
Supplies	447,359	-	447,359

TOTAL APPROPRIATIONS	\$ 4,105,417	\$ -	\$ 4,105,417
	=====	=====	=====

ORGANIZATION: GLYNNS CREEK GOLF COURSE

APPROPRIATIONS

Personal Services	\$ 809,019	\$ -	\$ 809,019
Equipment	203,208	-	203,208
Expenses	122,190	-	122,190
Supplies	217,105	-	217,105

TOTAL APPROPRIATIONS	\$ 1,351,522	\$ -	\$ 1,351,522
	=====	=====	=====

SCOTT COUNTY  
 APPROPRIATIONS SUMMARY BY DEPARTMENT

Description	Original Budget	Budget Changes	Adjusted Budget
ORGANIZATION: DEBT SERVICE			
APPROPRIATIONS			
Debt Service	\$ 4,848,149	\$ -	\$ 4,848,149
Expenses	-	-	-
	-----	-----	-----
TOTAL APPROPRIATIONS	\$ 4,848,149	\$ -	\$ 4,848,149
	=====	=====	=====

ORGANIZATION: FACILITY AND SUPPORT SERVICES

APPROPRIATIONS			
Personal Services	\$ 2,115,326	\$ -	\$ 2,115,326
Equipment	21,000	-	21,000
Expenses	1,982,060	-	1,982,060
Supplies	172,845	-	172,845
	-----	-----	-----
TOTAL APPROPRIATIONS	\$ 4,291,231	\$ -	\$ 4,291,231
	=====	=====	=====

ORGANIZATION: HEALTH

APPROPRIATIONS			
Personal Services	\$ 4,946,993	\$ -	\$ 4,946,993
Expenses	2,016,852	-	2,016,852
Supplies	66,228	-	66,228
	-----	-----	-----
TOTAL APPROPRIATIONS	\$ 7,030,073	\$ -	\$ 7,030,073
	=====	=====	=====

ORGANIZATION: HUMAN RESOURCES

APPROPRIATIONS			
Personal Services	\$ 371,869	\$ -	\$ 371,869
Expenses	106,750	-	106,750
Supplies	3,950	-	3,950
	-----	-----	-----
TOTAL APPROPRIATIONS	\$ 482,569	\$ -	\$ 482,569
	=====	=====	=====

SCOTT COUNTY  
 APPROPRIATIONS SUMMARY BY DEPARTMENT

Description	Original Budget	Budget Changes	Adjusted Budget
ORGANIZATION: HUMAN SERVICES			
APPROPRIATIONS			
Equipment	\$ 3,000	\$ -	\$ 3,000
Expenses	62,452	-	62,452
Supplies	21,000	-	21,000
-----			
TOTAL APPROPRIATIONS	\$ 86,452	\$ -	\$ 86,452
=====			

ORGANIZATION: INFORMATION TECHNOLOGY

APPROPRIATIONS			
Personal Services	\$ 1,982,232	\$ -	\$ 1,982,232
Equipment	6,000	-	6,000
Expenses	1,305,300	-	1,305,300
Supplies	15,800	-	15,800
-----			
TOTAL APPROPRIATIONS	\$ 3,309,332	\$ -	\$ 3,309,332
=====			

ORGANIZATION: JUVENILE DETENTION SERVICES

APPROPRIATIONS			
Personal Services	\$ 1,527,408	\$ -	\$ 1,527,408
Equipment	1,000	-	1,000
Expenses	274,400	-	274,400
Supplies	77,400	-	77,400
-----			
TOTAL APPROPRIATIONS	\$ 1,880,208	\$ -	\$ 1,880,208
=====			

SCOTT COUNTY  
 APPROPRIATIONS SUMMARY BY DEPARTMENT

Description	Original Budget	Budget Changes	Adjusted Budget
ORGANIZATION: NON-DEPARTMENTAL			
APPROPRIATIONS			
Personal Services	\$ -	\$ -	\$ -
Expenses	814,998	-	814,998
Supplies	4,000	-	4,000
-----			
TOTAL APPROPRIATIONS	\$ 818,998	\$ -	\$ 818,998
=====			

ORGANIZATION: PLANNING & DEVELOPMENT

APPROPRIATIONS			
Personal Services	\$ 479,319	\$ -	\$ 479,319
Expenses	58,900	-	58,900
Supplies	3,200	-	3,200
-----			
TOTAL APPROPRIATIONS	\$ 541,419	\$ -	\$ 541,419
=====			

ORGANIZATION: RECORDER

APPROPRIATIONS			
Personal Services	\$ 866,502	\$ -	\$ 866,502
Expenses	5,450	-	5,450
Supplies	12,500	-	12,500
-----			
TOTAL APPROPRIATIONS	\$ 884,452	\$ -	\$ 884,452
=====			

SCOTT COUNTY  
 APPROPRIATIONS SUMMARY BY DEPARTMENT

Description	Original Budget	Budget Changes	Adjusted Budget
ORGANIZATION: SECONDARY ROADS			
APPROPRIATIONS			
Administration	\$ 341,000	\$ -	\$ 341,000
Engineering	682,500	-	682,500
Bridges & Culverts	395,000	-	395,000
Roads	3,243,000	-	3,243,000
Snow & Ice Control	550,000	-	550,000
Traffic Controls	359,000	-	359,000
Road Clearing	346,000	-	346,000
New Equipment	750,000	-	750,000
Equipment Operation	1,399,000	-	1,399,000
Tools, Materials & Supplies	119,100	-	119,100
Real Estate & Buildings	150,000	-	150,000
Roadway Construction	800,000	-	800,000
	-----		
TOTAL APPROPRIATIONS	\$ 9,134,600	\$ -	\$ 9,134,600
	=====		

ORGANIZATION: SHERIFF

APPROPRIATIONS

Personal Services	\$ 17,584,795	\$ -	\$ 17,584,795
Equipment	138,100	-	138,100
Expenses	791,130	-	791,130
Supplies	1,018,414	-	1,018,414
	-----		
TOTAL APPROPRIATIONS	\$ 19,532,439	\$ -	\$ 19,532,439
	=====		

ORGANIZATION: SUPERVISORS, BOARD OF

APPROPRIATIONS

Personal Services	\$ 357,428	\$ -	\$ 357,428
Expenses	29,600	-	29,600
Supplies	825	-	825
	-----		
TOTAL APPROPRIATIONS	\$ 387,853	\$ -	\$ 387,853
	=====		



SCOTT COUNTY  
 APPROPRIATIONS SUMMARY BY DEPARTMENT

Description	Original Budget	Budget Changes	Adjusted Budget
ORGANIZATION: TREASURER			
APPROPRIATIONS			
Personal Services	\$ 2,421,505	\$ -	\$ 2,421,505
Equipment	1,200	-	1,200
Expenses	359,215	-	359,215
Supplies	63,300	-	63,300
<hr/>			
TOTAL APPROPRIATIONS	\$ 2,845,220	\$ -	\$ 2,845,220
<hr/> <hr/>			

ORGANIZATION: BI-STATE PLANNING COMMISSION

APPROPRIATIONS			
Expenses	\$ 94,755	\$ -	\$ 94,755
<hr/>			
TOTAL APPROPRIATIONS	\$ 94,755	\$ -	\$ 94,755
<hr/> <hr/>			

ORGANIZATION: CENTER FOR ALCOHOL/DRUG SERVICES

APPROPRIATIONS			
Expenses	\$ 688,331	\$ -	\$ 688,331
<hr/>			
TOTAL APPROPRIATIONS	\$ 688,331	\$ -	\$ 688,331
<hr/> <hr/>			

ORGANIZATION: CENTER FOR ACTIVE SERVICES, INC.

APPROPRIATIONS			
Expenses	\$ 213,750	\$ -	\$ 213,750
<hr/>			
TOTAL APPROPRIATIONS	\$ 213,750	\$ -	\$ 213,750
<hr/> <hr/>			

SCOTT COUNTY  
 APPROPRIATIONS SUMMARY BY DEPARTMENT

Description	Original Budget	Budget Changes	Adjusted Budget
ORGANIZATION: COMMUNITY HEALTH CARE			
APPROPRIATIONS			
Expenses	\$ 302,067	\$ -	\$ 302,067
TOTAL APPROPRIATIONS	\$ 302,067	\$ -	\$ 302,067
ORGANIZATION: DURANT VOLUNTEER AMBULANCE			
APPROPRIATIONS			
Expenses	\$ 20,000	\$ -	\$ 20,000
TOTAL APPROPRIATIONS	\$ 20,000	\$ -	\$ 20,000
ORGANIZATION: EMERGENCY MANAGEMENT AGENCY			
APPROPRIATIONS			
Expenses	\$ 8,750,000	\$ -	\$ 8,750,000
TOTAL APPROPRIATIONS	\$ 8,750,000	\$ -	\$ 8,750,000
ORGANIZATION: LIBRARY			
APPROPRIATIONS			
Expenses	\$ 601,165	\$ -	\$ 601,165
TOTAL APPROPRIATIONS	\$ 601,165	\$ -	\$ 601,165
ORGANIZATION: MEDIC AMBULANCE			
APPROPRIATIONS			
Expenses	\$ 200,000	\$ -	\$ 200,000
TOTAL APPROPRIATIONS	\$ 200,000	\$ -	\$ 200,000

SCOTT COUNTY  
 APPROPRIATIONS SUMMARY BY DEPARTMENT

Description	Original Budget	Budget Changes	Adjusted Budget
ORGANIZATION: QUAD-CITY CONVENTION & VISITORS BUREAU			
APPROPRIATIONS			
Expenses	\$ 70,000	\$ -	\$ 70,000
	-----	-----	-----
TOTAL APPROPRIATIONS	\$ 70,000	\$ -	\$ 70,000
	=====	=====	=====

ORGANIZATION: QUAD-CITY CHAMBER			
APPROPRIATIONS			
Expenses	\$ 74,000	\$ -	\$ 74,000
	-----	-----	-----
TOTAL APPROPRIATIONS	\$ 74,000	\$ -	\$ 74,000
	=====	=====	=====

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

JUNE 24, 2021

APPROVAL OF APPROPRIATIONS AND AUTHORIZED POSITIONS FOR FY22

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

Section 1. Appropriations and authorized positions for the FY22 budget adopted March 18, 2021 are hereby approved in the amount of \$95,034,952 and 513.96 FTE's as presented by the County Administrator.

Section 2. The County Administrator is hereby directed to establish appropriations totaling \$95,034,952 as found in the summary schedules in the Office of the County Auditor and the Office of the County Administrator.

Section 3. This resolution shall take effect immediately.

**OFFICE OF THE COUNTY ADMINISTRATOR**

600 West Fourth Street  
Davenport, Iowa 52801-1003

Office: (563) 326-8702  
Email: david.farmer@scottcountyiowa.com  
www.scottcountyiowa.gov



May 27, 2021

To: Mahesh Sharma, Scott County Administrator

RE Authorization release funding to component units and authorized agencies

The Scott County accounting system includes the financial accounting records of the Scott County Emergency Communication Center (SECC), Scott County Emergency Management Agency (EMA), Scott County Library System (Library) and the Eastern Iowa Mental Health and Disabilities Services Region (Mental Health Region). Disbursements to these agencies are budgeted in the county's annual budget as expenditures, however we frequently disburse the funding to these agencies on a monthly basis. Prior authorization was received October 2019. New this year are the requests for additional disbursements to SECC and the Mental Health Region for special funding.

Processing of payments to component units and authorized agencies normally occur through an accounting journal record and are not processed through an accounts payable claims warrant. This reduces the cost of processing the transactions both in time and materials.

SECC is progressing in the radio and infrastructure project as scheduled. Invoices for payment are approved the SECC governing Board and released by the Scott County Board on a bi-weekly basis. As SECC's expenditures are incurred, Scott County will reimburse the SECC through reimbursement transfers. The current authorized budget amount is \$7,722,943.

The Mental Health Region is a fiduciary fund of Scott County. The region recently submitted invoices to all partner counties for budgeted funding of crisis services and administrative costs within the region. Scott County's yearly estimate for this contribution is \$2,096,764 and was budgeted in the County's 2021 annual budget. The May amendment took the budgeted expenditures to \$3,296,764.

It is recommended that administration be authorized to make the reimbursement transfers to SECC and Mental Health Region as presented.

It is also recommended to authorize to make monthly disbursements to SECC, EMA, and Library for required tax funding as budgeted. The budgeted property tax transfers to the component unit organizations are as follows:

Component Unit	Budgeted Amount
SECC	\$8,200,000
EMA	\$218,000
Library	\$595,213

If you have any questions, I will be available the June 22, 2021 Committee of the Whole meeting.

David Farmer, CPA, MPA  
Director of Budget and Administrative Services

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

JUNE 24, 2021

APPROVING THE AUTHORIZATION TO RELEASE FUNDING TO COMPONENT  
UNITS AND AUTHORIZED AGENCIES.

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

- Section 1. The Scott County Emergency Communication Center, Scott County Emergency Management Agency, Scott County Library System, component units of the County and the Eastern Iowa Mental Health Region, a fiduciary 28E organization of the County, have invoices qualifying for payment by the County. Additionally the County has approved budgeted property tax funding the component unit agencies.
- Section 2. The Director of Budget and Administrative Services is hereby authorized to disburse funding through an accounting journal entry to the Scott Count Component Units and Authorized Agencies behalf of the Board of Supervisors.
- Section 3. This resolution shall take effect immediately.

**OFFICE OF THE COUNTY ADMINISTRATOR**600 West Fourth Street  
Davenport, Iowa 52801-1003Office: (563) 326-8702  
Fax: (563) 328-3285  
www.scottcountyia.govItem #16  
6/22/21

June 9, 2021

TO: Mahesh Sharma, County Administrator

FROM: David Farmer, Director of Budget and Administrative Services

SUBJ: Approving FY21 Fund Transfers

It is required that the Board approves fund transfers prior to year end. However, the calculation of all transfer amounts (for interest earnings, capital purchases, etc) would not be possible until after year end amounts have been booked, which is subsequent to year end (under accrual accounting). In the interim, it is recommended that the Board pass a general resolution prior to year end with a follow-up memo from staff provided to the Board at a later date.

At this time, it is recommended that the Board approve the following fund transfers at their Board meeting to be held on June 24, 2021

<b><u>From Fund</u></b>	<b><u>To Fund</u></b>	<b><u>Amount*</u></b>	<b><u>Reason</u></b>
General Fund	Vehicle	\$225,000	Property Tax Funding
General Fund	Secondary Roads	\$970,000	Property Tax Funding
General Fund	Capital	\$1,970,000	Property Tax Funding
General Fund	Capital	\$1,000,000	Conservation CIP projects
General Fund	Capital	*\$TBD	Conservation CIP projects - Restricted
General Fund	Capital	*\$TBD	One time uses of fund balance
General Fund	Capital	*\$TBD	Use of REAP Funds in Capital
General Fund	Cons CIP	*\$TBD	Conservation Fee Transfer – Future Capital
General Fund	Cons Equipment	*\$TBD	Unused Conservation Equip appropriations
General Fund	General Supplemental	\$7,069,263	Property tax funding
General Fund	Golf Course Enterprise	*\$TBD	Conservation Fee Transfer
General Fund	Insurance Fund	*\$TBD	Prior Year General Fund Assigned Balance
Rural Services	Secondary Roads	\$2,755,000	Property tax funding
Cons CIP	Capital	*\$428,300	Use of Conservation CIP funds
Cons Equip	Capital	*\$101,200	Use of Conservation CIP funds
Cons Equip	General	* TBD	Use of Conservation Equip funds
Recorder Mgmt Fees	General	\$20,000	To fund Recorder Record Mgmt authorized expenditures
Recorder Mgmt Fees	Capital	*\$25,000	To fund Recorder Record Mgmt authorized expenditures

\*TBD = To Be Determined or changed on actual results

This memo will be updated to the Board in September, 2021 for their information on amounts designated by TBD, to be determined once final year end accrual accounting data is known. It is recommended the Board approve these fund transfers at their next 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

June 24, 2021

APPROVAL OF FY21 YEAR-END FUND TRANSFERS

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

Section 1. FY21 year-end fund transfers as presented by the County Administrator are hereby approved.

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

June 24, 2021

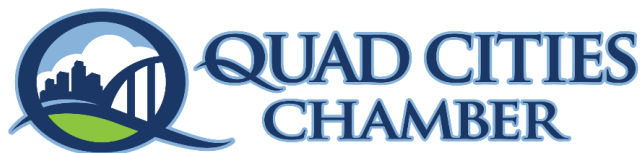
APPROVAL OF APPOINTMENTS TO BOARDS AND COMMISSIONS

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

Section 1. That the re-appointment of Linda Holdorf to the Benefited Fire District #5 for a three (3) year term expiring on July 19, 2024 is hereby approved.

Section 2. That the re-appointment of Michael Limberg to the Civil Service Commission for a six (6) year term expiring on July 31, 2027 is hereby approved.

Section 3. This resolution shall take effect immediately.



*Public Sector Partner Investors:*

*We appreciate your investment in the Quad Cities Chamber as the lead economic development entity to market the region and facilitate business growth for the entire region's benefit.*

*The services agreement that was constructed through Quad Cities First, and transferred to Quad Cities Chamber in 2020, is coming up for renewal July 1, 2021. This partnership agreement established clarity of roles and enabled more collaboration and efficient relationships that has facilitated business growth and investment in our region. As we move to the next renewal term for this partnership and services agreement, here are highlights and milestones of the past 3 years:*

**FY 2021 (through 10 months)**

- # of new active projects – 76 projects
- Total economic impact of successful projects - \$54,120,459
- Jobs added – 373 new and retained jobs
- Company outreach – 501 total; 108 Business Connection calls
- Resource Assistance – 1,151 (from BC calls and non-primary industry)
- Addition of 2<sup>nd</sup> project manager, new position to add capacity
- Regional Quarterly Market Report created and shared, ongoing
- Targeted Industry Study for ag tech and materials tech subclusters completed and implementation ongoing
- Realignment of the organization to better meet business needs
  - Creation of the Business & Economic Growth serving primary and non-primary industries for location, creation, growth, and expansion assistance
  - Sector based outreach model with team members focused on specific industries as subject matter experts
  - Formalized partnership agreements and embedded technical assistance within outreach
    - SBDCs, SCORE, IMEC, CIRAS

**FY 2020**

- # of new active projects – 54 projects
- Total economic impact of successful projects - \$29,069,461
- Jobs added – 56 new and retained jobs
- Company outreach – 75 Business Connection calls
- Resource Assistance – 334 (from BC calls only)
- Core Properties – sites marketing program, started and ongoing
- COVID Assistance to Business
  - COVID Response Team assembled with direct outreach to 1,382 businesses
  - COVID Resources created and shared
    - Daily eNews of QC COVID-19 news and resources
    - COVID Resource Guide
    - COVID Reopening Toolkit
    - Childcare Resources

**FY 2019**

- # of new active projects – 59 projects
- Total economic impact of successful projects - \$998,459,028
- Jobs added – 1,230 new and retained jobs
- Company outreach – 145 Business Connection calls
- Resource Assistance – 262 (from BC calls only)
- Addition of business intelligence resource director
- Addition of digital marketing campaigns and automated marketing tactics

**Quad Cities Chamber  
Business & Economic Growth  
Partnership Agreement**

July 2021 – June 2025

This Economic Development and Business Growth Partnership Agreement is entered into effective the 1<sup>st</sup> day of July 2021 by and between Quad Cities Chamber and the signators to this Agreement.

1. **Purpose:** The purpose of the Business & Economic Growth Partnership Agreement (the "Agreement") is to outline the delivery and funding of core economic development and business growth services to be provided by the Quad Cities Chamber on behalf of the Quad Cities Region (defined by the marketing service area of Henry, Mercer and Rock Island Counties in Illinois; Clinton, Muscatine and Scott Counties in Iowa). Services provided by the Quad Cities Chamber, will supplement, support and be distinct from local economic development efforts by focusing on marketing, lead generation, prospect management and business growth support that will stimulate economic activity and investment across the bi-state region.
2. **Scope of Work:** Quad Cities Chamber shall complete the services outlined in the Scope of Work attached as Exhibit "A" and incorporated herein by the reference.
3. **Term of Agreement:** This Agreement shall commence July 1, 2021 and terminate June 30, 2025.
4. **Funding:** The parties agree to provide funding to the Quad Cities Chamber in accordance with Exhibit B, Financial Support for Regional Services.
5. **Termination / Amendment:** This Agreement may be terminated or amended prior to June 30, 2025 by mutual written consent of all parties to this Agreement and upon completion of the obligations of any contracted services made under this Agreement.
6. **Accountability:** Quad Cities Chamber shall share quarterly programmatic progress reports to each participating partner. A Code of Ethics representing the standards that each participant that the Quad Cities Chamber and local government partners will adhere to under this agreement is part of this agreement and is attached as Exhibit "D".
7. **Cooperation:** The Quad Cities Chamber and cooperating local governments will adhere to and agree to the memorandum of understanding outlined in Exhibit "E".
8. **Liaisons:** Individuals appointed or elected to the Quad Cities Chamber Board of Directors shall have the authority to represent and make decisions on performance of the Agreement.
9. **Severability:** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.
10. **Process of Adoption:** A binding Resolution in support of the Economic Development and Business Growth Services Agreement shall be adopted by each governing body party to the Agreement.

11. **Assignment**: No party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without Quad Cities Chamber obtaining the written permission of the Quad Cities Chamber Board of Directors.
12. **Dissolution**: Upon any dissolution, the process for payment of all liabilities shall follow those procedures outlined in the Quad Cities Chamber bylaws.
13. **Notices**: All notices, requests, demands, or other communications, provided for by this Agreement, shall be in writing and be either hand-delivered or mailed to the other party at the address noted below the signature.
14. **Waiver**: No action or forbearance on the part of either party shall constitute a waiver of any of the covenants or conditions set forth herein, unless given in writing, and no such waiver shall constitute a waiver of future strict compliance with the same or any covenants or conditions of this Agreement.
15. **No Third Party Rights**: Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third party or any person other than the parties hereto.
16. **Entire Agreement**: This instrument contains the entire Agreement of the parties and supersedes any and all previous agreements between the parties, either oral or written. This Agreement may only be amended by an agreement in writing signed by the party against whom enforcement of any waiver change, modification, extension or discharge is sought.

**IN WITNESS WHEREOF**, the parties hereto have executed this Business and Economic Growth Partnership Agreement effective as of the date first written above.

**Signature Page Attached Hereto**

**SIGNATURE PAGE TO QUAD CITIES CHAMBER  
ECONOMIC DEVELOPMENT and BUSINESS GROWTH SERVICES  
AGREEMENT**

The undersigned agree with the terms of the Agreement as written above:

Quad Cities Chamber of Commerce



By: \_\_\_\_\_  
Paul Rumler, President & CEO

City of East Moline, Illinois

By: \_\_\_\_\_  
Reggie Freeman, Mayor

City of Moline, Illinois

By: \_\_\_\_\_  
Sangeetha Rayapati, Mayor

City of Rock Island, Illinois

By: \_\_\_\_\_  
Mike Thoms, Mayor

Rock Island County, Illinois

By: \_\_\_\_\_  
Richard Brunk, County Board Chairman

City of Bettendorf, Iowa

By: \_\_\_\_\_  
Bob Gallagher, Mayor

City of Davenport, Iowa

By: \_\_\_\_\_  
Mike Matson, Mayor

Scott County, Iowa

By: \_\_\_\_\_  
Ken Beck, County Board Chairman

City of Silvis, Illinois

By: \_\_\_\_\_  
Matt Carver, Mayor

City of Eldridge, Iowa

By: \_\_\_\_\_  
Martin O'Boyle, Mayor

City of Muscatine, Iowa

By: \_\_\_\_\_  
Diana L. Broderson, Mayor

City of DeWitt, Iowa

By: \_\_\_\_\_  
Donald Thiltgen, Mayor

City of Milan, Illinois

By: \_\_\_\_\_  
Duane Dawson, Mayor

City of Clinton, Iowa

By: \_\_\_\_\_  
Scott Maddason, Mayor



## **EXHIBIT A – SCOPE OF WORK**

1. **Mission:** The purpose of Quad Cities Chamber is to promote the growth of the greater Quad Cities by showcasing the region as a premier business destination, serving as an expert resource for companies making location and expansion decisions and acting as a business advocate to align the region’s public and private sector resources for the benefit of residents in the six-county region.
2. **Staff:** Quad Cities Chamber of Commerce economic development and business growth professionals conduct the Services defined in this Agreement and serve as the lead contacts for business representatives hoping to locate in or to expand in the Quad Cities region.
3. **Geography:** The Quad Cities Chamber marketing service area includes a six county region: Henry, Mercer and Rock Island Counties in Illinois and Clinton, Muscatine, and Scott Counties in Iowa.
4. **Targeted Industries:** Quad Cities Chamber shall target specific primary industries that align with the regional economic assets: Advanced Metals & Materials; Agricultural Innovation; Corporate Operation & Support Services; Defense; and Logistics.
5. **Scope of Services/Work Plan:** The Quad Cities Chamber Board of Directors shall inform and approve an annual work plan and budget that outlines specific activities to achieve the objectives identified in this Agreement for services. The core economic development and business growth programs (“Services”) to be provided by the Quad Cities Chamber staff include Business Attraction, Business Retention and Expansion and Regional Marketing. See attached full Work Plan. At a high level, the Chamber staff, with oversight from the Quad Cities Chamber Board, will:
  - a. Execute a comprehensive sales and marketing plan to attract new business opportunities within targeted industries to the Quad Cities region.
  - b. Execute a comprehensive existing business retention and expansion plan that stimulates growth of existing companies in the Quad Cities region
  - c. Leverage Data Analytics and Research Capabilities to Shape Attraction and Business Growth Opportunities in the region.
  - d. Advise Market Segments on Available Financial Assistance

### 6. **Outcomes and Deliverables**

The Quad Cities Chamber annual work plan will be developed, reviewed, and approved by the Quad Cities Chamber board of directors on an ongoing basis to ensure continuing relevance of the economic development and business growth needs of the region. Quad Cities Chamber shall share quarterly programmatic progress to each participating partner.

Measurements of success will include:

## **Business & Economic Growth Leading Indicators & Outcomes**

All numbers reported quarterly and annually and includes breakdown by industry.

### **PIPELINE**

- Total new projects identified target 50/year  
*(Includes BA, BRE and BC)*
- Total resource assists target >500 per year  
*(Includes technical assistance by Chamber, referrals to resource service partners, business development and financial assistance opportunities shared.)*

### **Business Attraction**

- leads generated via marketing/business intelligence reported as actual #
- out of market outreach target 100/year  
*(Includes site selectors, company site location decision makers and company headquarter visits)*

### **Business Retention and Expansion** (includes primary and non-primary industries)

- existing company conversations target 500/year  
*(Includes Business Connection program calls, manufacturing support, and non-primary industry calls - virtual, in person, business survey)*

### **Business Creation**

- new business visits/conversations/inquiries reported as actual #

**TOTAL ACTIVE PROJECTS** reported as actual #

**SUCCESSFUL PROJECTS** reported as actual #s

- Businesses locating in the region
  - By industry
- Businesses retained and/or expanded
  - By industry
- Capital Investment Announced
- Direct Jobs Announced (new and retained)
- New Direct Payroll
- Average Salary
- Economic Impact Calculated

## **EXHIBIT B – FINANCIAL SUPPORT FOR REGIONAL SERVICES**

**1. Funding Plan:** Public sector investments are based on a population ratio and per capita structure developed and agreed upon by city and county officials. Public sector payments for services are to be made to Quad Cities Chamber on an annual schedule. The estimated amount of public funding for the four year agreement will be based on an annual per capita formula, which reflects a 2% adjustment every year based on inflation. Exurban counties investment is \$10,000, with a 2% adjustment every year based on inflation. Scott and Rock Island counties investment is calculated per capita of total county population minus city population actively funding the agreement. If a city declines investment but their local economic development organization or Chamber invests instead, they can be exchanged in the agreement if they contribute the required amount. For communities new to the partnership or where an increase is scheduled based on population changes, arrangements can be made to step in with 50% of the total increase due by the end of the first year, and the total amount due by the end of the second year. Per capita is determined by the US Census and Community Survey Population estimates, whichever is most recent.

Year One = \$1.40 per capita; \$0.25 exurban per capita  
Year Two = \$1.43 per capita; \$0.28 exurban per capita  
Year Three = \$1.46 per capita; \$0.31 exurban per capita  
Year Four = \$1.49 per capita; \$0.34 exurban per capita

- 2. Financial Accounting and Administration:** All monies dispersed to Quad Cities Chamber will be deposited into an account under the Quad Cities Chamber name. All costs associated with regional economic development and business growth functions in the work plan and budget shall be supported by documentation showing the details of the nature and priority of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by any participating entity's Chief Financial officer or authorized representative. All records shall be maintained in accordance with procedures and requirements established by the Quad Cities Chamber Board. One public sector board member will serve on the audit committee. All members of the Chamber board will receive a copy of the annual audit.
- 3. Payment Terms:** As outlined in the Quad Cities Chamber Bylaws, a public sector partner may serve on the Board of Directors of Quad Cities Chamber if the city or county continues to financially support regional economic development and business growth initiatives through Quad Cities Chamber.

## EXHIBIT C – ECONOMIC DEVELOPMENT PARTNERS

1. **Description of Roles and Responsibilities:** This Agreement is designed to help better define roles and responsibilities, facilitate coordination of services among stakeholders and providers, and avoid duplication of efforts. The following list identifies primary responsibilities and secondary supportive roles for various functions in the regional economic development process.

ECONOMIC DEVELOPMENT FUNCTION	PRIMARY RESPONSIBILITY	SECONDARY SUPPORTIVE ROLE
<b>BUSINESS ATTRACTION</b>		
Business Attraction Lead Generation	Quad Cities Chamber	States, Site Consultants, Companies, Economic Development Partners
Regional Marketing	Quad Cities Chamber	Bi-State
Strategic Travel Planning/Sales Trips/Trade Shows	Quad Cities Chamber	Economic Development Directors Input on Plan
Coordinate RFP Response	Quad Cities Chamber	Community/Local Economic Development Organizations
Coordinate Site Visit	Quad Cities Chamber	Community/Local Economic Development Organizations
Project Management	Quad Cities Chamber	Community/Local Economic Development Organizations
Technical Assistance/Coordination of resources and referral	Quad Cities Chamber	Community/EDPs/LEDOs
Incentive Packaging/Deal Structuring	Community/Funding Entity/Quad Cities Chamber	Quad Cities Chamber
Deal Closure	Community/Funding Entity	QCC Communication Communication Support
<b>BUSINESS EXPANSION AND RETENTION</b>		
BRE Lead Generation	Quad Cities Chamber	EDPs, Site Consultants, Companies
Existing BRE Targeted Industry Outreach	Quad Cities Chamber	Community/EDP
Existing BRE Non-Primary Industry Outreach	Quad Cities Chamber/Community/LEDO	Brokers

Rock Island Arsenal	Quad Cities Chamber/RIADA	
Project Management	Quad Cities Chamber lead generation, facilitation, coordination	Local Community
Technical Assistance/Coordination of Resources and Referral	Quad Cities Chamber	Community/EDPs/LEDO
Incentive Packaging/Deal Structuring	Community/Funding Entity/Quad Cities Chamber	Quad Cities Chamber
Deal Closure	Community/Funding Entity	Quad Cities Chamber Communications Support
<b>PRODUCT/ASSET DEVELOPMENT</b>		
Community Development	Community/Local Economic Development Organizations	Quad Cities Chamber (regional assets)
Downtown Development	Community/Local Economic Development Organizations	Contractual relationship with Chamber
Site/Building Development	Brokers/Developers/Local Economic Development Organizations/Community	Quad Cities Chamber (facilitation; needs identification)
LOIS, Data Sets	Quad Cities Chamber	Broker Community/Economic Development Partners
Product/Asset Promotion	Quad Cities Chamber/Local Economic Development Organizations/Community	Economic Development Partners, Brokers
Infrastructure/Utility Development	Utilities/Community	Regional Infrastructure Groups/Local Economic Development Organizations/Quad Cities Chamber (regional facilitation)
Manage Inventory/Asset	Local Economic Development organizations/Community	Broker; EDPs
<b>BUSINESS CREATION/INNOVATION</b>		
Identification and Recruitment of Startup/Entrepreneurs	SCORE/SBDCs/Quad Cities Chamber	Higher Education

Access to BIG Databases and market research	Quad Cities Chamber	Bi-State
Resource Assists and Technical Support for Business Development and Growth	Quad Cities Chamber SBDCs/CIRAS/IMEC	Higher Education
Financial Assistance Options for business growth	Quad Cities Chamber SBDCs/SCORE	Economic Development Partners/Private Sector
Tech/Innovation Programs	Higher Education CIRAS/IMEC	Sector Boards
<b>WORKFORCE DEVELOPMENT</b>		
Workforce development/skill training	Community Colleges	Workforce Development Boards/Higher Education/K-12
Manage Laborshed/Graduate Studies	Quad Cities Chamber	Bi-State Regional Commission
Workforce recruitment	Private Sector EICC/BHC/Chamber	Higher Education
Talent attraction	Quad Cities Chamber/Visit Quad Cities (VQC)	Private Sector/Higher Education
Pre-Employment Training	EICC/BHC	Workforce Development Center/Colleges
Quality of Life Amenities	VQC/Downtown Organizations	Community/Local Economic Development Organizations/Q2030
<b>DATA SYSTEMS ANALYSIS/PUBLIC SECTOR SOURCES</b>		
Regional Comprehensive Economic Development Strategy (CEDs)	Bi-State Regional Commission	Input from Economic Development Partners
ED Technical Assistance to local Governments	Bi-State Regional Commission	Federal and State agencies
Demographic, transportation, and planning data analysis	Bi-State Regional Commission	Federal and State agencies
Analysis federal sources	Bi-State Regional Commission	Federal and state agencies
<b>PROJECT AFTERCARE</b>		

Technical Assistance to Company with Community Operations	One Point of Contact within local community	Quad Cities Chamber
Celebrations: Ribbon Cuttings, Ground Breakings, coordinated communications	Quad Cities Chamber/Chamber communications (Facilitator of Protocol)	Local community/Local Economic Development Organizations/all partners in the project
Ongoing BRE visits	Quad Cities Chamber	Local community/Economic Development Partners
Business Check-In's	Quad Cities Chamber	Local Economic Development Organizations/Community

## **EXHIBIT D -- Partner Code of Ethics**

### **INTRODUCTION**

Quad Cities Chamber is committed to the economic development and growth of the Quad Cities region. Quad Cities Chamber brings together the interests of a broad range of public, private, and public/private groups to promote the Quad Cities region as a single economic entity. The collaboration of such a variety of groups and interests requires that certain standards of conduct must be developed and adhered to for the Quad Cities Chamber to meet its goals. This Code of Ethics represents the standards that each participant in the Quad Cities Chamber regional economic development efforts supports and practices in its daily conduct of business.

### **PREAMBLE**

We, the Quad Cities regional economic development partners of Quad Cities Chamber, set forth the following principles of behavior and standards of conduct to guide efforts in promoting the long-term economic health of the Quad Cities region. We realize that no Code of Ethics is of value without an inherent level of trust in the integrity of one another and a commitment from each of us to conduct ourselves at the highest levels of professional conduct. The Quad Cities Chamber was founded on the respect and trust of its members. In that spirit, we set forth this Code of Ethics.

We are committed to the promotion of the Quad Cities region as a desirable business location for new and expanding companies. When representing Quad Cities Chamber, we shall endeavor to sell “Quad Cities Region” and our individual communities and projects second.

We shall honor the confidentiality requested by both our fellow partners of Quad Cities Chamber and our prospects. Information shared with our fellow partners in confidence shall remain in confidence. Transactions are to be driven by the client. In the event a company chooses to relocate from one community to another, every effort will be made to contact the affected community to let them know of the potential move as outlined in the Regional Economic Development Cooperation resolution, adopted annually through the regional Comprehensive Economic Development Strategy process. Violation of this commitment shall be viewed as the single most serious breach of our commitment and partnership in the Quad Cities Chamber Agreement.

We are committed to sharing among our partnership as much information as is necessary and prudent on any activity undertaken by or in the name of Quad Cities Chamber. Our guiding principle shall be that “more information is better than less.”

At no time shall any economic development organization partner of Quad Cities Chamber advertise or promote its respective area to companies within another member’s geographic area in a manner that is derogatory or insulting to the other geographic area. “Selling against” another partner of Quad Cities Chamber or direct solicitation of intrastate relocations, is strongly discouraged.

We are committed to locating prospects in the Quad Cities region. In the event that our local jurisdictions cannot meet the needs of a particular prospect we shall communicate with our fellow partners in an effort to meet the company’s needs elsewhere in the Quad Cities region.

Economic development organizations shall hold all responses to confidential requests for information pertaining to site and building information provided to the Quad Cities Chamber by member real estate brokerage firms in the strictest confidence. Said information shall not be printed, copied, and shown in any manner to any entity other than prospects or their direct representatives without prior permission.



We are committed to the concept of competition for locations and expansions among our Individual communities and projects provided that the prospect has asked for specific proposals or has settled on a Quad Cities regional location. At no time shall any partner of the Quad Cities Chamber solicit a fellow member's prospects.

We are committed to working together with the real estate community and are in no way in direct competition with them. Economic developers are a resource and facilitator in the site selection process.

### **CONFIDENTIALITY OF PROSPECTS**

Partners of Quad Cities Chamber shall honor the confidentiality of individual prospects. Whenever possible, specific information on transactions shall be shared within the realm of Quad Cities Chamber and partner state organizations. In those instances where prospects are dealing with individual communities, information will only be shared by Quad Cities Chamber staff and the local Economic Development representatives involved.

In instances, where a prospect wishes to remain completely confidential with an individual community, the remaining partners of Quad Cities Chamber shall honor that confidentiality and shall in no way attempt to intervene in the relationship. The prospect will remain confidential until the prospect chooses to announce.

### **MARKETING**

Any member of Quad Cities Chamber that develops a prospect generated from national advertising and trade shows sponsored by Quad Cities Chamber shall utilize the "Prospect Tracking System" of Quad Cities Chamber in all contacts with the respective prospect.

Partners are strongly discouraged from advertising in local media outside of their own market area.

## **Exhibit E -- Regional Economic Development Cooperation Resolution**

The partners agree to practice the principles of the Regional Economic Development Cooperation Memorandum of Understanding:

**WHEREAS**, the Quad City economy functions as a single unit with many common interests and resources, where growth and development anywhere within the Quad Cities region enhances the overall vitality for all people and localities; and

**WHEREAS**, the best way to promote economic development is for local governments and private/nonprofit economic development entities to join forces, working and communicating together to attract new business and retain and expand existing business; and

**WHEREAS**, businesses seek to maximize their private economic gains and local governments seek to maximize jobs and tax base within their communities, creating competition among governments to offer various financial and other incentives to business to entice the development within their community; and

**WHEREAS**, local government may provide expansion resources and assistance to businesses, however, there is no net gain to the total Quad Cities region economy if limited resources are committed to assisting businesses to move within the area with no increase in jobs; and

**WHEREAS**, private and nonprofit entities are similarly involved in economic development projects and should also follow the policy set forth herein.

**NOW, THEREFORE, BE IT RESOLVED**, by the participant local governments to the agreement that:

- Section 1. All elected officials and staff of signatory local governments or private/nonprofit economic development organizations in the Quad Cities region will work together to promote and facilitate economic development.
- Section 2. Local governments and private/nonprofit economic development organizations, within the Quad Cities region, will not initiate contact with existing local businesses in an effort to entice these businesses to leave one local government for another local government within the region.
- Section 3. When a local government or private/nonprofit economic development organizations is contacted by a business that currently has facilities elsewhere in the Quad Cities region and the business intends to vacate or downsize its current facilities as part of a move within the Quad Cities region, the contacted local government is obligated to inform the government that currently houses the business of the proposed relocation. This contact may be made directly between the two governments. Alternatively, the involved business may make the contact and provide a letter documenting their conversation with the local government in which they are currently located.
- Section 4. If a business decides to relocate from one local government to another, within the Quad Cities region, only previously existing incentives may be offered by the receiving local government. No new incentives may be developed for the purpose of facilitating the relocation of a business from one local government to another in the Quad Cities

region.

Section 5. The provisions of this resolution cannot be superseded by agreements for confidentiality or other contracts between a local government or nonprofit economic development organizations and a business. Local business will be made aware of this resolution immediately upon contacting a local government about relocating within the region.

## **Business & Economic Growth – Scope of Work**

The Quad Cities Chamber is the lead regional business outreach entity to manage the business growth process, collaborating with partners and engaging assistance providers, deploying sector based economic growth strategies based on market segments, using the Targeted Industries Study strategies. Business and Economic Growth will target specific primary industries that align with regional economic assets: advanced metals and materials, agricultural innovation, corporate operation and support services, defense, and logistics.

### **Market the region to build awareness and business prospects.**

1. Build relationships to develop the Quad Cities region prospect pipeline: conferences/trade shows contacts or similar engagements; company decision makers identified through internal business intelligence methods; site selectors and development influencers; and headquarters visits of businesses located in the Quad Cities region.
2. Provide regional market segment-specific data for RFI responses.
3. Lead and collaborate with public partners, states, utilities, developers, and real estate communities in attraction projects.
4. Review site inventory and work with municipal and development partners to meet the needs of target industries.
5. Execute external marketing campaigns to foster awareness of the Quad Cities region and generate leads in alignment with QC brand.
6. Execute Keep It QC campaign to promote the importance of spending dollars locally – both B2B and B2C.

### **Implement targeted industry growth plans to attract/retain jobs and investment.**

1. Leverage Quad Cities Chamber Board Members to engage with business decision makers on the retention & attraction of key Quad Cities employers.
2. Manage relationships with ongoing prospects and projects.
3. Lead and collaborate with public partners, states, utilities, developers, and real estate communities in retention and expansion projects.
4. Assess the needs of regional targeted industries, B2B, and B2C businesses
5. Commence Phase II of the target industry analysis of the remaining three target industries which will include hiring a consultant, through a competitive bid process with final analysis to be completed by end of 2022.

### **Provide resources, financial assistance, technical assistance, promotions, programs, and events.**

1. Conduct direct outreach to identified market segments including small, medium and minority businesses and provide technical assistance and referrals to partner agencies and/or businesses for necessary support based on growth and risk potential.
2. Develop, present, and share relevant resources, programs, and events to support the needs of businesses as they reopen and/or stabilize their businesses through COVID-19 recovery, including minority businesses: Peer Roundtables groups, Business Exchange networking, and Business Brief webinars, Resource Guides, and Cybersecurity and DEI resources.

3. Serve as a liaison between businesses and workforce partners to address talent related challenges.
4. Administer the Quad Cities Foreign Trade Zone to provide import and export assistance.
5. Share an annual economic forecast with area businesses, including growth assessments for market segments.
6. Provide a regional Quarterly Market Report with economic analysis and projections for primary and non-primary sectors, including successful regional projects of investment and expansion.
7. Leverage market research databases to extend research services and data analytics to area businesses and community organizations.

**Build upon entrepreneurial, innovation and R&D ecosystem.**

1. Partner with SBDCs, SCORE, local and state governments, and other entities on the identification, explanation, and referral of loans, incentives, and grants to help organizations sustain, expand, or locate their business in the Quad Cities.
2. Identify & evaluate various components required to have a strong entrepreneurial ecosystem and facilitate introductions and connections as needed.

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

June 24, 2021

#### APPROVING REGIONAL ECONOMIC DEVELOPMENT COOPERATION AND AGREEMENT TO PRACTICE THE PRINCIPLES OF THE REGIONAL ECONOMIC DEVELOPMENT COOPERATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the Quad City economy functions as a single unit with many common interests and resources, where growth and development anywhere within the Quad Cities region enhances the overall vitality for all people and localities; and;

WHEREAS, the best way to promote economic development is for local governments and private/nonprofit economic development entities to join forces, working and communicating together to attract new business and retain and expand existing business; and

WHEREAS, businesses seek to maximize their private economic gains and local governments seek to maximize jobs and tax base within their communities, creating competition among governments to offer various financial and other incentives to business to entice the development within their community; and

WHEREAS, local government may provide expansion resources and assistance to businesses, however, there is no net gain to the total Quad Cities region economy if limited resources are committed to assisting businesses to move within the area with no increase in jobs; and

WHEREAS, private and nonprofit entities are similarly involved in economic development projects and should also follow the policy set forth herein.

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

Section 1. All elected officials and staff of signatory local governments or private/nonprofit economic development organizations in the Quad Cities region will work together to promote and facilitate economic development.

Section 2. Local governments and private/nonprofit economic development organizations, within the Quad Cities region, will not initiate contact with existing local businesses in an effort to entice these businesses to leave one local government for another local government within the region.

Section 3. When a local government or private/nonprofit economic development organizations is contacted by a business that currently has facilities elsewhere in the Quad Cities region and the business intends to vacate or downsize its current facilities as part of a move within the Quad Cities region, the contacted local government is obligated to inform the government that currently houses the business of the proposed relocation. This contact may be made directly between the two governments. Alternatively, the involved business may make the contact and provide a letter documenting their conversation with the local government in which they are currently located.

Section 4. If a business decides to relocate from one local government to another, within the Quad Cities region, only previously existing incentives may be offered by the receiving local government. No new incentives may be developed for the purpose of facilitating the relocation of a business from one local government to another in the Quad Cities region.

Section 5. The provisions of this resolution cannot be superseded by agreements for confidentiality or other contracts between a local government or nonprofit economic development organizations and a business. Local business will be made aware of this resolution immediately upon contacting a local government about relocating within the region.

Section 6. This resolution shall take effect immediately.