

AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
December 7, 2023 - 5:00 P.M.

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: 2491 233 5142 PASS CODE: 1234
OR you may join via Webex. Go to www.webex.com and
JOIN meeting using the same Access Code and Pass Code above.
See the Webex Instructions in packet for a direct link to the meeting.

1. Roll Call: Paustian, Rawson, Beck, Dickson, Maxwell
2. Pledge of Allegiance.
3. Approval of Minutes:
November 21, 2023 4:00 PM - Special Board Meeting - Canvass of Votes Second Tier
November 21, 2023 4:05 PM - Committee of the Whole
November 21, 2023 4:30PM - Board Meeting

Moved by _____ Second by _____

Paustian _____ Rawson _____ Beck _____ Dickson _____ Maxwell _____

Review Agenda

4. 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.

Consent

5. Resolution to approve the contract amendment for professional design services for \$65,000.00 with MSA Professional Services Inc. to include a roundabout at 210th Street and Brady Street for a road and stormwater reconstruction project in Unincorporated Mt. Joy.
6. Resolution to approve the second Federal Funding Agreement between Scott County and the Iowa Department of Transportation (Iowa DOT) for a bridge replacement project over Spencer Creek on Z-30(Wells Ferry Road).
7. Resolution to approve the change order request to complete the build-out of the YJRC second floor space for \$208,509.32 from Bruce Builders.

8. Resolution to approve the Emergency Medical Services (EMS) Contingency Plan Agreements with regional Ambulance Services.
9. Resolution to approve the request for the adjustment of the annual salary and vacation accrual to start at Step 7 and accruing three (3) weeks of vacation annually for the hiring of the Fleet Manager, Mark Garrow.
10. Resolution to approve the consulting agreement for Planning and Development services with Tim Huey.
11. Resolution to approve the request to suspend the 2022 property taxes in the amount of \$2,556.00 for Vanessa Jones.
12. Resolution to approve the request to suspend the 2022 property taxes in the amount of \$2,235.00 for Connie Martens.
13. Motion to approve the quarterly financial reports for FY24 from various county offices.
14. Resolution to approve the warrants in the amount of \$3,868,848.40.

Moved by _____ Second by _____
 Paustian _____ Rawson _____ Beck _____ Dickson _____ Maxwell _____

Facilities & Economic Development

15. Resolution to approve the Setting of a Public Hearing for December 19, 2023 during the Board Meeting at 4:30PM for the sale of a portion of property owned by Scott County to the City of Davenport.

Moved by _____ Second by _____
 Paustian _____ Rawson _____ Beck _____ Dickson _____ Maxwell _____

Other Items of Interest

16. Financial Updates - David Farmer, Budget & Administrative Services Director.
17. County Administrator Report - Mahesh Sharma.
18. Board of Supervisors Report.
19. Adjourned. Moved by _____ Second by _____

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 # 2491 233 5142

Password #1234

Connect via Computer or application:

Host: www.webex.com Meeting number: **above** Password: **1234**

Or use direct link to meeting:

<https://scottcountyiowa.webex.com/scottcountyiowa/j.php?MTID=mfe4f07e63c491ff87deab1bce52df61a>

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.

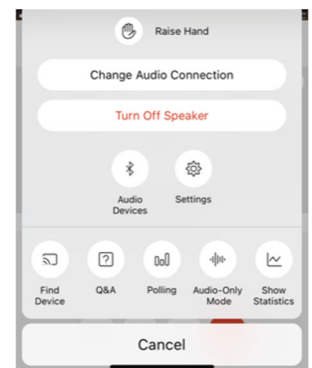
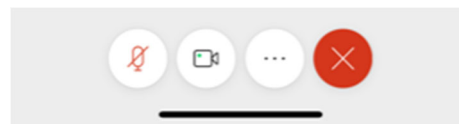
1. The host will then unmute the participant's line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by clicking the microphone symbol.
4. After conversation, please lower your hand. (*3 again)

You can mute yourself so that everyone can concentrate on what's being discussed. While you're on a call or in a meeting, select  at the bottom of the meeting window. You'll know it's working when the button turns red .

If you want to unmute yourself, select . Others can hear you when the button turns gray.

When you're muted and move away from the call controls, the mute button moves to the center of your screen and fades in color  to indicate that you're still muted.

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



Amendment No: 1

MSA Project Number: 13759007
Date of Issuance: November 27, 2023

This is an amendment to the Agreement dated April 13, 2023 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 2117 State St, #200, Bettendorf, IA 52722

Phone: (563) 445-3501

Representative: Amber Converse

Email: aconverse@msa-ps.com

SCOTT COUNTY, IOWA (OWNER)

Address: 950 E. Blackhawk Trail, Eldridge, IA 52748

Phone: (563) 326-8640

Representative: Angela Kersten, PE

Email: angela.kersten@scottcountyiowa.gov

Project Name: Scott County Iowa Road Reconstruction with Stormwater Improvements in Unincorporated Mt. Joy

The project scope has changed due to: Intersection revisions at 210th St & Brady St to include a roundabout.

The scope of the work authorized is: See Attachment A: Scope of Services

The lump sum fee for the work is: \$65,000

Any attachments or exhibits referenced in this Amendment are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

SCOTT COUNTY, IOWA

Angela Kersten, PE

Conty Engineer

Date: _____

MSA PROFESSIONAL SERVICES, INC.



Jason Miller, PE

Service Line Leader

Date: 11/21/2023



Amber Converse

Project Manager

Date: 11/21/2023

AMENDMENT 1
SCOPE OF PROFESSIONAL SERVICES

The proposed amendment covers the additional design and design revisions necessary to modify the current preliminary design and construction documents at the intersection of 210th Street & N Brady Street from a two way stop to a multi-lane roundabout. Additionally, N Brady Street from 210th Street to Holden Drive will be modified from the currently proposed four-lane pavement section to a two-lane pavement section.

The following lists the professional services that shall be provided by MSA by and/or under the direct supervision of a Professional Engineer and/or Professional Land Surveyor licensed to practice in the State of Iowa, as applicable.

Fee breakdown will be as follows:

Lump sum work includes Project Management & Administration and Engineering Design & Construction Documents.

Project Management & Administration (LUMP SUM)

MSA shall manage & coordinate project team, budget & schedules including the following:

- Provide general project management & administration duties including coordination with County staff, review of project costs, invoices & general administrative activities.
- Maintain communication with County staff throughout the design.
- Provide monthly progress update to County.
- Employ documented QA-QC procedures throughout the design of the project.

A Roundabout Design Engineer from MSA shall prepare and attend design review meetings (virtually) including the following:

- Monthly meetings with County staff during project duration.
- Conceptual (50%) design review. Coordinate with County
- Check (90%) plans review. Coordinate with County
- Final (100%) plan review with County

Engineering Design & Construction Documents Preliminary & Final (LUMP SUM)

MSA shall complete engineering design & construction drawings (plans) for the reconstruction of 210th Street and N Brady Street to a multi-lane roundabout. Tasks include the following:

- Finalize the horizontal geometrics based on the conceptual layout that was presented to the County on 11/9/2023. The design will be optimized using our experience in roundabout design to best fit the existing right-of-way and skew of the intersection.
- Design alignments and profiles along the approach, central island, and outside curb returns.
- Vertical design of roundabout and intersection.
- Determine the jointing layout for concrete pavement that compliments the construction staging plan.
- Street light recommendations for light placement for roundabout. No detailed design or photometrics are included.
- Develop plan and profile, cross section, and details sheets for the proposed roundabout.
 - Detail sheets include:
 - Typical sections
 - Construction details
 - Intersection details
 - Paving grades

- Permanent signing and marking
- Alignment details
- Pavement structure will match what is being proposed within the original project.
- Provide preliminary roundabout plans to the County for review/comment and incorporate changes as appropriate.
- Prepare final roundabout plans to be included in construction drawings for local letting.
- Engineering design will follow local standards; SUDAS design guidance.
- Modifications to the preliminary storm sewer system to accommodate a multi lane roundabout.
- Modifications to the preliminary road alignment and section along 210th St and N Brady Street.
- Modifications to preliminary plans and estimate to incorporate roundabout.

Deliverables

MSA shall provide construction documents, as defined in the original scope, for the follow deliverables:

- Design plans will be provided in electronic PDF format.
- Concept (50%) design plans with construction cost opinion
- Final (100%) design plans with construction cost opinion
- Provide final CAD design files as needed for bidding.

Additional Services

- Detailed roundabout intersection lighting design, photometrics, conduit routing, pole base and pole design.
- Legal survey, property owner meetings, ROW acquisition and/or coordination.

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
DECEMBER 7, 2023

APPROVAL OF THE CONTRACT AMENDMENT TO PERFORM PROFESSIONAL
DESIGN SERVICES FOR A ROAD AND STORMWATER RECONSTRUCTION
PROJECT IN UNINCORPORATED MT. JOY

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

- Section 1. That Scott County entered into a contract with MSA Professional Services, Inc., on April 13, 2023, to perform professional design services for a road and stormwater reconstruction project in unincorporated Mt. Joy, contingent on the unit prices listed in the contract.
- Section 2. That Scott County approves an amendment to this contract to include professional design services of a roundabout at the intersection of 210th Street and Brady Street for a lump sum fee of \$65,000.
- Section 3. That the County Engineer be authorized to sign the contract documents on behalf of the Board.
- Section 4. That this resolution shall take effect immediately.

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project**

RECIPIENT: Scott County

Project No: HDP-C082(59)--6B-82

Iowa DOT Agreement No: 6-23-HBP-010

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Scott County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

The RECIPIENT and the DEPARTMENT previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
Community Project Assistance Federal Funding Grant	6-22-HDP-024	HDP-C082(59)--6B-82	10/31/22

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Eastern Region Local Systems Field Engineer, Dillon Feldmann. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 302301
 - B. Location: On Z30 over Spencer Creek, S8 T78 RE5
 - C. Preliminary Estimated Total Eligible Construction Costs: \$1,050,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.

6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum [\(I.M.\) 1.100](#) in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.
8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Scott County

This agreement was approved by official action of the Scott County Board of Supervisors in official session on the _____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____
Dillon Feldmann, P.E.
Local Systems Field Engineer
Eastern Region

Date _____, _____

EXHIBIT 1 General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design and Consultant Services

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of

Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.

- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.

- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

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

DECEMBER 7, 2023

APPROVAL OF AGREEMENT FOR USE OF FEDERAL-AID FUNDS FOR
BRIDGE REPLACEMENT PROJECT NO. HDP-C082(59)--6B-82
ON Z-30 (WELLS FERRY ROAD) OVER SPENCER CREEK (S8-T78N-R5E)

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

Section 1. That Agreement No. 6-23-HBP-010 for use of federal-aid funds between Scott County and the Iowa Department of Transportation for a bridge replacement project on Z-30 (Wells Ferry Road), over Spencer Creek, in Section 8 of Pleasant Valley Township (Project No. HDP-C082(59)--6B-82) be approved.

Section 2. That the Chairman be authorized to sign the agreement on behalf of the Board.

Section 3. That 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

DECEMBER 7, 2023

A RESOLUTION APPROVING A CHANGE ORDER REQUEST FROM BRUCE BUILDERS TO COMPLETE THE BUILD OUT OF THE SECOND FLOOR SPACE AT THE YOUTH JUSTICE AND REHABILITATION CENTER IN THE AMOUNT OF \$208,509.32.

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

Section 1. That the change order request from Bruce Builders to complete the second floor of the Youth Justice and Rehabilitation Center space in the amount of \$208,509.32 is hereby approved.

Section 2. That the Facility and Support Services Director is hereby authorized to sign the Change Order Request.

Section 3. This resolution shall take effect immediately.

2024 Mutual Aid and EMS Contingency Agreement for Clinton County Iowa Ambulance Services

Section 1. Identity of Parties.

- **Camanche Fire Department**, 720 9th Avenue, Camanche, IA 52730
- **Clinton Fire Department**, 344 3rd Avenue South, Clinton, IA 52732
- **Genesis Dewitt Ambulance Service**, 1118 - 11th Street, DeWitt, IA 52742
- **MEDIC EMS of Scott County**, 1204 East High Street, Davenport, IA 52803
- **Wheatland EMS**, PO Box 1, Wheatland, IA 52777

Section 2. Purpose of Agreement.

An ambulance service program shall maintain mutual aid and EMS contingency assistance that will be implemented when coverage is not possible due to unforeseen circumstances. This agreement will allow participating ambulance services to ensure patient transportation is available, define the responsibilities of each program, and provide risk management.

A mutual aid and EMS contingency assistance is an agreement between two or more EMS service programs that addresses how and under what circumstances patient transportation will be provided in a given service area. A transport agreement is a written agreement between two or more service programs that specify the agreeing parties' duties and responsibilities to ensure appropriate patient transportation in a given service area.

For purposes of this agreement, the "requesting service program" is the ambulance service program that requests assistance pursuant to this agreement, and the "responding service program" is the ambulance service program that is requested to respond pursuant to this agreement. Parties to the agreement may function as either "requesting service programs" or "responding service programs," depending on the circumstances of the response.

The parties have entered into this agreement to effectuate these requirements.

Section 3. Duties and Responsibilities.

3.1 Authority to Request and Provide Assistance. An Agency may request assistance from any other Agency when the requesting Agency has concluded that such assistance is essential. All requests for assistance shall be placed through the local communications center.

3.2 When Assistance May Be Requested. Assistance pursuant to this agreement may be requested when an unforeseen incident or event occurs, including but not limited to equipment or vehicle malfunction, failure, or unavailability, or staff illness or injury.

3.3 Response to Request. The responding service program shall determine the availability of staff and vehicles and either respond or notify the communications center to dispatch another program.

3.4 Personnel, Vehicles, and Equipment. The requesting service program shall include in the request for assistance the specific personnel, vehicle, and equipment needs and the location of need. The final decision on the number and nature of personnel, equipment, and vehicles to be sent shall be solely that of the responding service program.

3.5 Authority at the Scene. All Agencies have established Incident Command System (ICS) and Standard Operating Procedures (SOPs) and will implement them on all incidents involving mutual aid or contingency responses.

The responding Agency's personnel and equipment shall report to the incident commander or other appropriate sector officer of the requesting Agency. The person in charge of the responding Agency shall meet with the incident commander or appropriate sector officer of the requesting Agency for a briefing and assignment.

The person in charge of the responding Agency shall retain control of the responding Agency's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

The responding Agency's personnel and equipment shall be released by the requesting Agency when the services of the responding Agency are no longer required or when the responding Agency's resources are needed in their primary response area. Responding Agency personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or appropriate sector officer that they are needed in the Agency's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

3.6 Reporting and Recordkeeping. The requesting service program shall maintain records regarding the frequency of the use of this agreement and provide them to the Bureau of EMS upon request. Each service program shall maintain individual patient care reports.

Section 4. Duration of Agreement: This Agreement shall be in full force and effect upon execution by all Agencies hereto. This Agreement shall remain in effect unless canceled by any parties of this agreement by giving thirty (30) days written notice to all parties. The Agreement may be amended by agreement of all Agencies. If a party withdraws from the agreement, the agreement shall remain in effect as to all remaining parties so long as two or more service programs are parties to the agreement.

Section 5. Compensation/Reimbursement: Agencies providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing, and collection activity. Requesting Agencies are responsible for the payment of fees for responding paramedic Agencies providing paramedic intercept services.

No Agency shall be required to reimburse any other Agency for the cost of providing the services set forth in this Agreement for mutual aid services, except as provided in the above paragraph. Each Agency shall pay its own costs (i.e., salaries, repairs, materials, compensation, etc.) for responding for requests for mutual aid or contingency assistance.

Section 6. Insurance. Each party to the agreement shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, worker's compensation, unemployment insurance, automobile liability, and property damage.

Section 7. Liability. EMS providers responding to a requesting service program pursuant to this agreement shall be considered as acting under the lawful order of the responding service program of which they are a member. Each service program shall bear the liability and cost of damage to its personnel, vehicles, and equipment. Each service program shall be responsible for defending claims made against it or its staff arising from participation in this agreement. The responding service program and staff shall be absolved from liability in connection with all acts undertaken pursuant to this agreement, provided that the final decision is made with reasonable diligence.

Section 8. Status and Responsibilities of Parties. Nothing in this agreement shall be construed as creating or constituting the relationship of partnership or joint venture between the parties hereto. Each party shall be deemed to be an independent contractor. 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 bidding upon another to this agreement.

Each of the parties shall be responsible for ensuring that all persons acting on behalf of the party are properly licensed, certified, or accredited as required by applicable federal and state law.

Each of the parties to the agreement shall be responsible for withholding taxes, social security, unemployment, worker's compensation, and other taxes for its employees and shall hold all other parties harmless for the same.

Section 9. Execution.

Print Service Name	City of Operation	Service Representative (print name)	Service Representative (signature)	Date
Camanche Fire Department	Camanche, IA	David Schutte		
Clinton Fire Department	Clinton, IA	Joel Atkinson		
Genesis DeWitt Ambulance Service	DeWitt, IA	Adam Haut		
MEDIC EMS of Scott County	Davenport, IA	Paul Andorf		
Wheatland EMS	Wheatland, IA	Andrea Werner		

Mutual Aid and EMS Contingency Agreement for Scott and Muscatine Fire Department

Section 1. Identity of Parties.

- **MEDIC EMS of Scott County**, 1204 East High Street, Davenport, IA 52803
- **Muscatine Fire Department**, 312 East 5th Street, Muscatine, IA 52761

Section 2. Purpose of Agreement.

An ambulance service program shall maintain mutual aid and EMS contingency assistance that will be implemented when coverage is not possible due to unforeseen circumstances. This agreement will allow participating ambulance services to ensure patient transportation is available, define the responsibilities of each program, and provide risk management.

A mutual aid and EMS contingency assistance is an agreement between two or more EMS service programs that addresses how and under what circumstances patient transportation will be provided in a given service area. A transport agreement is a written agreement between two or more service programs that specify the agreeing parties' duties and responsibilities to ensure appropriate patient transportation in a given service area.

For purposes of this agreement, the "requesting service program" is the ambulance service program that requests assistance pursuant to this agreement, and the "responding service program" is the ambulance service program that is requested to respond pursuant to this agreement. Parties to the agreement may function as either "requesting service programs" or "responding service programs," depending on the circumstances of the response.

The parties have entered into this agreement to effectuate these requirements.

Section 3. Duties and Responsibilities.

3.1 Authority to Request and Provide Assistance. An Agency may request assistance from any other Agency when the requesting Agency has concluded that such assistance is essential. All requests for assistance shall be placed through the local communications center.

3.2 When Assistance May Be Requested. Assistance pursuant to this agreement may be requested when an unforeseen incident or event occurs, including but not limited to equipment or vehicle malfunction, failure, or unavailability, or staff illness or injury.

3.3 Response to Request. The responding service program shall determine the availability of staff and vehicles and either respond or notify the communications center to dispatch another program.

3.4 Personnel, Vehicles, and Equipment. The requesting service program shall include in the request for assistance the specific personnel, vehicle, and equipment needs and the location of need. The final decision on the number and nature of personnel, equipment, and vehicles to be sent shall be solely that of the responding service program.

3.5 Authority at the Scene. All Agencies have established Incident Command System (ICS) and Standard Operating Procedures (SOPs) and will implement them on all incidents involving mutual aid or contingency responses.

The responding Agency's personnel and equipment shall report to the incident commander or other appropriate sector officer of the requesting Agency. The person in charge of the responding Agency shall meet with the incident commander or appropriate sector officer of the requesting Agency for a briefing and assignment.

The person in charge of the responding Agency shall retain control of the responding Agency's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

The responding Agency's personnel and equipment shall be released by the requesting Agency when the services of the responding Agency are no longer required or when the responding Agency's resources are needed in their primary response area. Responding Agency personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or appropriate sector officer that they are needed in the Agency's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

3.6 Reporting and Recordkeeping. The requesting service program shall maintain records regarding the frequency of the use of this agreement and provide them to the Bureau of EMS upon request. Each service program shall maintain individual patient care reports.

Section 4. Duration of Agreement: This Agreement shall be in full force and effect upon execution by all Agencies hereto. This Agreement shall remain in effect unless canceled by any parties of this agreement by giving thirty (30) days written notice to all parties. The Agreement may be amended by agreement of all Agencies. If a party withdraws from the agreement, the agreement shall remain in effect as to all remaining parties so long as two or more service programs are parties to the agreement.

Section 5. Compensation/Reimbursement: Agencies providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing, and collection activity. Requesting Agencies are responsible for the payment of fees for responding paramedic Agencies providing paramedic intercept services.

No Agency shall be required to reimburse any other Agency for the cost of providing the services set forth in this Agreement for mutual aid services, except as provided in the above paragraph. Each Agency shall pay its own costs (i.e., salaries, repairs, materials, compensation, etc.) for responding for requests for mutual aid or contingency assistance.

Section 6. Insurance. Each party to the agreement shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, worker's compensation, unemployment insurance, automobile liability, and property damage.

Section 7. Liability. EMS providers responding to a requesting service program pursuant to this agreement shall be considered as acting under the lawful order of the responding service program of which they are a member. Each service program shall bear the liability and cost of damage to its personnel, vehicles, and equipment. Each service program shall be responsible for defending claims made against it or its staff arising from participation in this agreement. The responding service program and staff shall be absolved from liability in connection with all acts undertaken pursuant to this agreement, provided that the final decision is made with reasonable diligence.

Section 8. Status and Responsibilities of Parties. Nothing in this agreement shall be construed as creating or constituting the relationship of partnership or joint venture between the parties hereto. Each party shall be deemed to be an independent contractor. 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 bidding upon another to this agreement.

Each of the parties shall be responsible for ensuring that all persons acting on behalf of the party are properly licensed, certified, or accredited as required by applicable federal and state law.

Each of the parties to the agreement shall be responsible for withholding taxes, social security, unemployment, worker's compensation, and other taxes for its employees and shall hold all other parties harmless for the same.

Section 9. Execution.

Print Service Name	City of Operation	Service Representative (print name)	Service Representative (signature)	Date
MEDIC EMS of Scott County	Davenport, IA	Paul Andorf		
Muscatine Fire Department	Muscatine, IA	Gerald P. Ewers		

2024 Mutual Aid and EMS Contingency Agreement for Scott County, Iowa and Paramount Ambulance

Section 1. Identity of Parties.

- **MEDIC EMS of Scott County**, 1204 East High Street, Davenport, IA 52803
- **Paramount Ambulance**, 5070 Wolff Rd, Dubuque, IA 52002

Section 2. Purpose of Agreement.

An ambulance service program shall maintain mutual aid and EMS contingency assistance that will be implemented when coverage is not possible due to unforeseen circumstances. This agreement will allow participating ambulance services to ensure patient transportation is available, define the responsibilities of each program, and provide risk management.

A mutual aid and EMS contingency assistance is an agreement between two or more EMS service programs that addresses how and under what circumstances patient transportation will be provided in a given service area. A transport agreement is a written agreement between two or more service programs that specify the agreeing parties' duties and responsibilities to ensure appropriate patient transportation in a given service area.

For purposes of this agreement, the "requesting service program" is the ambulance service program that requests assistance pursuant to this agreement, and the "responding service program" is the ambulance service program that is requested to respond pursuant to this agreement. Parties to the agreement may function as either "requesting service programs" or "responding service programs," depending on the circumstances of the response.

The parties have entered into this agreement to effectuate these requirements.

Section 3. Duties and Responsibilities.

3.1 Authority to Request and Provide Assistance. An Agency may request assistance from any other Agency when the requesting Agency has concluded that such assistance is essential. All requests for assistance shall be placed through the local communications center.

3.2 When Assistance May Be Requested. Assistance pursuant to this agreement may be requested when an unforeseen incident or event occurs, including but not limited to equipment or vehicle malfunction, failure, or unavailability, or staff illness or injury.

3.3 Response to Request. The responding service program shall determine the availability of staff and vehicles and either respond or notify the communications center to dispatch another program.

3.4 Personnel, Vehicles, and Equipment. The requesting service program shall include in the request for assistance the specific personnel, vehicle, and equipment needs and the location of need. The final decision on the number and nature of personnel, equipment, and vehicles to be sent shall be solely that of the responding service program.

3.5 Authority at the Scene. All Agencies have established Incident Command System (ICS) and Standard Operating Procedures (SOPs) and will implement them on all incidents involving mutual aid or contingency responses.

The responding Agency's personnel and equipment shall report to the incident commander or other appropriate sector officer of the requesting Agency. The person in charge of the responding Agency shall meet with the incident commander or appropriate sector officer of the requesting Agency for a briefing and assignment.

The person in charge of the responding Agency shall retain control of the responding Agency's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

The responding Agency's personnel and equipment shall be released by the requesting Agency when the services of the responding Agency are no longer required or when the responding Agency's resources are needed in their primary response area. Responding Agency personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or appropriate sector officer that they are needed in the Agency's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

3.6 Reporting and Recordkeeping. The requesting service program shall maintain records regarding the frequency of the use of this agreement and provide them to the Bureau of EMS upon request. Each service program shall maintain individual patient care reports.

Section 4. Duration of Agreement: This Agreement shall be in full force and effect upon execution by all Agencies hereto. This Agreement shall remain in effect unless canceled by any parties of this agreement by giving thirty (30) days written notice to all parties. The Agreement may be amended by agreement of all Agencies. If a party withdraws from the agreement, the agreement shall remain in effect as to all remaining parties so long as two or more service programs are parties to the agreement.

Section 5. Compensation/Reimbursement: Agencies providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing, and collection activity. Requesting Agencies are responsible for the payment of fees for responding paramedic Agencies providing paramedic intercept services.

No Agency shall be required to reimburse any other Agency for the cost of providing the services set forth in this Agreement for mutual aid services, except as provided in the above paragraph. Each Agency shall pay its own costs (i.e., salaries, repairs, materials, compensation, etc.) for responding for requests for mutual aid or contingency assistance.

Section 6. Insurance. Each party to the agreement shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, worker's compensation, unemployment insurance, automobile liability, and property damage.

Section 7. Liability. EMS providers responding to a requesting service program pursuant to this agreement shall be considered as acting under the lawful order of the responding service program of which they are a member. Each service program shall bear the liability and cost of damage to its personnel, vehicles, and equipment. Each service program shall be responsible for defending claims made against it or its staff arising from participation in this agreement. The responding service program and staff shall be absolved from liability in connection with all acts undertaken pursuant to this agreement, provided that the final decision is made with reasonable diligence.

Section 8. Status and Responsibilities of Parties. Nothing in this agreement shall be construed as creating or constituting the relationship of partnership or joint venture between the parties hereto. Each party shall be deemed to be an independent contractor. 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 bidding upon another to this agreement.

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Each of the parties to the agreement shall be responsible for withholding taxes, social security, unemployment, worker's compensation, and other taxes for its employees and shall hold all other parties harmless for the same.

Section 9. Execution.

Print Service Name	City of Operation	Service Representative (print name)	Service Representative (signature)	Date
MEDIC EMS of Scott County	Davenport, IA	Paul Andorf		
Paramount Ambulance	Dubuque, IA	Marvin Ney		

2024 Mutual Aid and EMS Contingency Agreement for Scott County Iowa – Illinois Quad City Ambulance Services

Section 1. Identity of Parties.

- **Advanced Medical Transport (AMT)**, 1207 10th Street W., Milan, IL 61264
- **Bennett Ambulance Service**, 145 Main Street, PO Box 45, Bennett, IA 52721
- **Coal Valley Fire Protection District**, 103 W 18th Ave, Coal Valley, Illinois 61240
- **Genesis Dewitt Ambulance Service**, 1118 - 11th Street, DeWitt, IA 52742
- **Durant Ambulance Service**, 703 - 5th Street, Durant, IA 52747
- **Genesis Illini Ambulance Service**, 730 Avenue of the Cities, East Moline, IL 61244
- **MED-FORCE**, PO Box 400, Bettendorf, IA 52722
- **MEDIC EMS of Scott County**, 1204 East High Street, Davenport, IA 52803
- **Moline Fire Department**, 1630 - 8th Avenue, Moline, IL 61265
- **Rock Island Fire Department**, 1313 - 5th Avenue, Rock Island, IL 61201
- **Rock Island Arsenal Fire Department**, 2932 Rodman Avenue, Rock Island, IL 61299
- **Wheatland EMS**, PO Box 1, Wheatland, IA 52777

Section 2. Purpose of Agreement.

An ambulance service program shall maintain mutual aid and EMS contingency assistance that will be implemented when coverage is not possible due to unforeseen circumstances. This agreement will allow participating ambulance services to ensure patient transportation is available, define the responsibilities of each program, and provide risk management.

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The parties have entered into this agreement to effectuate these requirements.

Section 3. Duties and Responsibilities.

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3.2 When Assistance May Be Requested. Assistance pursuant to this agreement may be requested when an unforeseen incident or event occurs, including but not limited to equipment or vehicle malfunction, failure, or unavailability, or staff illness or injury.

3.3 Response to Request. The responding service program shall determine the availability of staff and vehicles and either respond or notify the communications center to dispatch another program.

3.4 Personnel, Vehicles, and Equipment. The requesting service program shall include in the request for assistance the specific personnel, vehicle, and equipment needs and the location of need. The final decision on the number and nature of personnel, equipment, and vehicles to be sent shall be solely that of the responding service program.

3.5 Authority at the Scene. All Agencies have established Incident Command System (ICS) and Standard Operating Procedures (SOPs) and will implement them on all incidents involving mutual aid or contingency responses.

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The person in charge of the responding Agency shall retain control of the responding Agency's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

The responding Agency's personnel and equipment shall be released by the requesting Agency when the services of the responding Agency are no longer required or when the responding Agency's resources are needed in their primary response area. Responding Agency personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or appropriate sector officer that they are needed in the Agency's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

3.6 Reporting and Recordkeeping. The requesting service program shall maintain records regarding the frequency of the use of this agreement and provide them to the Bureau of EMS upon request. Each service program shall maintain individual patient care reports.

Section 4. Duration of Agreement: This Agreement shall be in full force and effect upon execution by all Agencies hereto. This Agreement shall remain in effect unless canceled by any parties of this agreement by giving thirty (30) days written notice to all parties. The Agreement may be amended by agreement of all Agencies. If a party withdraws from the agreement, the agreement shall remain in effect as to all remaining parties so long as two or more service programs are parties to the agreement.

Section 5. Compensation/Reimbursement: Agencies providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing, and collection activity. Requesting Agencies are responsible for the payment of fees for responding paramedic Agencies providing paramedic intercept services.

No Agency shall be required to reimburse any other Agency for the cost of providing the services set forth in this Agreement for mutual aid services, except as provided in the above paragraph. Each Agency shall pay its own costs (i.e., salaries, repairs, materials, compensation, etc.) for responding for requests for mutual aid or contingency assistance.

Section 6. Insurance. Each party to the agreement shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, worker's compensation, unemployment insurance, automobile liability, and property damage.

Section 7. Liability. EMS providers responding to a requesting service program pursuant to this agreement shall be considered as acting under the lawful order of the responding service program of which they are a member. Each service program shall bear the liability and cost of damage to its personnel, vehicles, and equipment. Each service program shall be responsible for defending claims made against it or its staff arising from participation in this agreement. The responding service program and staff shall be absolved from liability in connection with all acts undertaken pursuant to this agreement, provided that the final decision is made with reasonable diligence.

Section 8. Status and Responsibilities of Parties. Nothing in this agreement shall be construed as creating or constituting the relationship of partnership or joint venture between the parties hereto. Each party shall be deemed to be an independent contractor. 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 biding upon another to this agreement.

Each of the parties shall be responsible for ensuring that all persons acting on behalf of the party are properly licensed, certified, or accredited as required by applicable federal and state law.

Each of the parties to the agreement shall be responsible for withholding taxes, social security, unemployment, worker's compensation, and other taxes for its employees and shall hold all other parties harmless for the same.

Section 9. Execution.

Print Service Name	City of Operation	Service Representative (print name)	Service Representative (signature)	Date
Advanced Medical Transport (AMT)	Milan, IL	Stuart Schroeder		
Bennett Ambulance Service	Bennett, IA	Brent Arp		
Coal Valley Fire Protection District	Coal Valley, IL	David Dunham		
Genesis DeWitt Ambulance Service	DeWitt, IA	Adam Haut		
Durant Ambulance Service	Durant, IA	Daniel Sterner		
Genesis Silvis Ambulance Service	Silvis, IL	Adam Haut		
MED-FORCE	Bettendorf, IA	Kevin Takacs		
MEDIC EMS of Scott County	Davenport, IA	Paul Andorf		
Moline Fire Department	Moline, IL	Steven Regenwether		
Rock Island Arsenal Fire Department	Rock Island, IL	Colonel Daniel Mitchel		
Rock Island Fire Department	Rock Island, IL	Robert Graff		
Wheatland EMS	Wheatland, IA	Andrea Werner		

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

DECEMBER 7, 2023

APPROVING EMERGENCY MEDICAL SERVICES (EMS) CONTINGENCY PLAN AGREEMENTS

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

Section 1. An ambulance service program shall maintain mutual aid and EMS contingency assistance that will be implemented when coverage is not possible due to unforeseen circumstances. The agreements will allow participating ambulance services to ensure patient transportation is available, define the responsibilities of each program, and provide risk management.

A mutual aid and EMS contingency assistance is an agreement between two or more EMS service programs that addresses how and under what circumstances patient transportation will be provided in a given service area.

A transport agreement is a written agreement between two or more service programs that specify the agreeing parties' duties and responsibilities to ensure appropriate patient transportation in a given service area.

For purposes of these agreement, the "requesting service program" is the ambulance service program that requests assistance pursuant to this agreement, and the "responding service program" is the ambulance service

program that is requested to respond pursuant to this agreement. Parties to the agreement may function as either "requesting service programs" or "responding service programs," depending on the circumstances of the response.

Section 2. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said agreements on behalf of the Board.

Section 3. This resolution shall take effect immediately.

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

DATE

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS
DECEMBER 7, 2023
APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Mark Garrow for the position of Fleet Manager with the Secondary Roads Department starting at step 7 and accruing 3 weeks of vacation annually.

CONSULTING AGREEMENT FOR PLANNING AND DEVELOPMENT SERVICES

This consulting agreement is made and entered into as of December 1, 2023 between Scott County, Iowa (herein after called "County") and Tim Huey (hereinafter called "Consultant"). County and Consultant agree as follows:

Term of Agreement

Subject to the provisions set forth below, the term of this agreement shall begin on December 1, 2023 and terminate on February 29, 2024. The term of this agreement may be extended for an additional period of time if the parties agree in writing.

Consultant Services

By use of Consultant's knowledge, skills, expertise, and goodwill, and acting at all times as an independent contractor, independent of any supervision, reporting of hours, or control in the performance of consulting duties by the County, Consultant agrees to provide consultative services for the County upon its request, as follows:

- A. During the term of this agreement, Consultant shall provide to the County his best advice, information, judgement, and knowledge with respect to County Planning and Development items.
- B. Consultant shall not be required to maintain specific working hours but shall be available at all times during the term of this agreement, upon reasonable notice, when the County requests such consultative services.
- C. During the time consultative services are to be provided hereunder, they shall be performed under the direction and subject to the control of County management.

Compensation

As compensation for the consultative services to be performed by Consultant, County agrees to pay Consultant, so long as this Agreement shall be in full force and effect, the sum of ten thousand dollars (\$10,000) for the length of the agreement. Said sum will be paid in three equal monthly installments during the Term hereof and shall not be subject to withholding for income taxes for FICA; provided, however, that such monthly consultative payments shall terminate in the event this Agreement should otherwise terminated for cause as provided herein, in which case the County shall have no further obligation to Consultant except to pay all compensation earned prior to termination. The Consultant agrees to submit a monthly invoice. In addition, County agrees to be invoiced for reasonable expenses incurred, such as mileage, for purposes of travel related to items such as meetings and necessary site visits.

Insurance

Consultant agrees to maintain a policy of insurance to cover any negligent acts committed by Consultant during the performance of any duties under this Agreement. Consultant further agrees to hold County free and harmless from any and all claims arising from any such negligent act or omission.

Inability to Perform

If for any reason during the term of this agreement Consultant should be prevented from performing his duties, by reason of illness or incapacity or for any other cause for an aggregate of thirty (30) days during the term of this agreement, then the County shall have the right to terminate this Agreement by giving at least fifteen (15) days prior notice written notice to Consultant.

Confidentiality

Consultant understands that in the course of providing consultative services, Consultant may be exposed to confidential information concerning the business of the County and its affiliates which the County desires to protect. Consultant understands and agrees that, among other things such as employee information or other matters specifically identified as confidential shall be treated as confidential and are not at any time during or after the Term of this Agreement to be revealed to anyone inside or outside of the County without specific written authorization by a designated County official.

Modification

This agreement may be modified only by a written document signed by each of the parties.

Entire Agreement

This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes all previous oral agreements between the parties.

Governing Law

This Agreement shall be governed by and construed in accordance with the law of the State of Iowa.

County, by: _____

Date: _____

Consultant, by: _____

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

DECEMBER 7, 2023

RESOLUTION APPROVING AGREEMENT FOR CONSULTING SERVICES WITH
TIM HUEY FOR \$10,000 PLUS TRAVEL EXPENSES

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

Section 1. The authority of the County Administrator to sign an agreement for Planning and Development consulting services from Tim Huey for the length of three months.

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
DECEMBER 7, 2023

**SUSPENDING THE 2022 PROPERTY TAXES DUE IN SEPTEMBER 2023 AND
MARCH 2024 FOR VANESSA JONES, 1102 IOWA STREET, DAVENPORT, IOWA, IN
THE AMOUNT OF \$2,556.00 INCLUDING INTEREST.**

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

- Section 1. The 2022 property taxes, due in September 2023 and March 2024 for Vanessa Jones, 1102 Iowa Street, Davenport, Iowa, in the amount of \$2,556.00 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.

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

DECEMBER 7, 2023

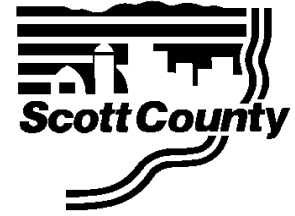
**SUSPENDING THE 2022 PROPERTY TAXES DUE IN SEPTEMBER 2023 AND
MARCH 2024 FOR CONNIE MARTENS, 4240 TELEGRAPH ROAD, DAVENPORT,
IOWA, IN THE AMOUNT OF \$2,235.00 INCLUDING INTEREST.**

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

- Section 1. The 2022 property taxes, due in September 2023 and March 2024 for Connie Martens, 4240 Telegraph Road, Davenport, Iowa, in the amount of \$2,235.00 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.

OFFICE OF THE COUNTY ADMINISTRATOR
 600 West 4th Street
 Davenport, Iowa 52801-1003

Ph: (563) 326-8702 Fax: (563) 328-3285
 www.scottcountyiowa.gov
 E-Mail: admin@scottcountyiowa.gov



November 27, 2023

TO: Mahesh Sharma, County Administrator

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

SUBJ: Filing of First Quarter Reports from Various County Offices for FY24

The following is a summary of revenue through the 1st Quarter of FY24 for the following County offices:

Office	FY24 Budget	September 30, 2023 Actual	% Rec'd	Note
Auditor	\$ 172,350	\$ 17,150	10%	(1)
Recorder	1,045,050	268,171	26%	(2)
Sheriff	1,489,548	362,038	24%	(3)
Planning & Dev	294,720	86,075	29%	(4)
Totals	\$3,001,668	\$733,434	24%	

Note 1: Reflects the amount of transfer fees (23%) and election reimbursements (0%) for the fiscal year.

Note 2: Reflects fees for real estate filings and vital records received during the period.

Note 3: Reflects grant activity, care keep charges, weapon permits, and fees for service earned during the period, general fund only.

Note 4: Reflects the amount of building permit fees received during the period.

The Commission of Veteran Affairs, in their report to the County Auditor, presents the following summary of expenditures through the 1st quarter of FY24:

Veterans Office	FY24 Budget	September 30, 2023 Actual	% Used	Note
Administration	\$119,803	\$28,595	24%	(1)
Relief Payments	48,150	12,450	26%	(2)
Totals	\$167,953	\$41,045	24%	

Note 1: Actual incurred reflects travel and school of instruction.

Note 2: Most of direct relief comes from the state and federal government. It is noted that 53% of burial assistance costs and 6% of rental assistance have been expended so far this year.

**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

DECEMBER 7, 2023

APPROVAL OF WARRANTS IN THE AMOUNT OF \$3,868,848.40

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

Section 1. The Scott County Board of Supervisors approves for payment all warrants numbered 328655 through 328916 as submitted and prepared for payment by the County Auditor, in the total amount of \$3,868,848.40.

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

DECEMBER 7, 2023

A RESOLUTION AUTHORIZING THE SETTING OF A PUBLIC HEARING ON THE REQUEST FOR SALE OF A PORTION OF PROPERTY OWNED BY SCOTT COUNTY LOCATED AT 600 W 4TH STREET DAVENPORT IOWA

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

Section 1. The Board of Supervisors hereby fixes the time and place for a public hearing on the sale of a portion of property owned by Scott County located at 600 W 4th Street Davenport, IA 52801 for Tuesday December 19, 2023 at 4:30 p.m. in the Board Room at the Scott County Administrative Center or virtually as directed by the Board's agenda.

Section 2. The Scott County Facility and Support Services Director is hereby directed to publish the notice as required by law.

Section 3. This resolution shall take effect immediately.