#### **AGENDA**

## SCOTT COUNTY BOARD OF SUPERVISORS

January 18, 2024 - 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: 2493 483 9559 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.

	see the week instructions in packet for a direct link to the incetting.		
1.	Roll Call: Dickson, Maxwell, Paustian, Rawson, Beck		
2.	Pledge of Allegiance.		
3.	Approval of Minutes: January 2, 2024 8:30 AM - Organizational Meeting January 2, 2024 8:35 AM - Committee of the Whole January 4, 2024 5:00 PM - Board Meeting		
	Moved by Second by		
	Dickson Maxwell Paustian Rawson Beck		
4.	**Review Agenda**		
5.	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.		
Proclam	ation		
6.	Recognizing January as National Mentoring Month.		
	Moved by Second by		
	Dickson Maxwell Paustian Rawson Beck		

## **Public Hearing**

7. Public Hearing in regards to the City of Davenport's Easement request on property located at 400 W. 4th Street, Davenport, Iowa 52801.

Open Public He	aring				
Moved by _	Second	by			
Dickson	Maxwell	Paustian	Rawson	Beck	
Close Public He	earing				
Moved by _	Second	by			
Dickson	Maxwell	Paustian	Rawson	Beck	

#### Consent

- 8. Resolution to approve authorizing the County Engineer to make necessary road closures and reduced speed limit in work zones.
- 9. Resolution to approve Setting of the Public Hearing for Thursday, February 1, 2024 at 5:00PM during the Board Meeting for proposed lease agreement with Community Health Care at 902 W. 4th Street.
- 10. Resolution to approve Technology Assessment and Strategic Planning priorities and action steps.
- 11. Resolution to approve the one (1) year contract with NetMotion software license maintenance and support renewal from Insight for \$34,475.00.
- 12. Resolution to approve the purchase of Verkada security video solutions from Heartland Business Systems for \$518,519.00, the installation services from Tech Solutions for \$36,949.00 and the jail software from Securitas Technology for \$19,800.00.
- 13. Resolution to approve the staff appointments.
- 14. Resolution to approve the hiring of Ryan Waltz for Park Ranger with Conservation Department starting at a step 6 and accruing 2 weeks vacation annually.
- 15. Resolution to hire Greg Schaapveld for Director of Planning and Development starting at step 13 and accruing 4 weeks vacation annually.
- 16. Resolution to approve the setting of the Public Hearing for Thursday, February 1, 2024 at 5:00PM during the Board Meeting for repealing Chapter 28 of the Scott County Code relative to Emergency Medical Services.
- 17. Resolution to approve the Memorandum of Understanding (MOU) between MEDIC EMS and Iowa Department of Health and Human Services for emergency medical transport of highly infectious patients.
- 18. Resolution to approve warrants in the amount of \$1,105,186.85 and purchasing card transactions in the amount of \$94,643.38.

19.	24487 Valley Drive, Bettendorf, IA 52722.		
	Moved by Second by		
	Dickson Maxwell Paustian Rawson Beck		
<b>Facilitie</b>	s & Economic Development		
20.	Resolution to approve the City of Davenport's Easement request on property located at 400 W. 4th Street, Davenport, Iowa 52801.		
	Moved by Second by		
	Dickson Maxwell Paustian Rawson Beck		
Other It	ems of Interest		
21.	Financial Updates - David Farmer, Budget & Administrative Services Director.		
22.	County Administrator Report - Mahesh Sharma.		
23.	Board of Supervisors Report.		
24.	<u>Upcoming Meeting:</u> Friday, January 19th at 8:00 AM **Annual Joint Meeting with Veteran Affairs Commission.** in the Administrative Center Boardroom.		
25.	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 # 2493 483 9559

## Password #1234

## **Connect via Computer or application:**

Host: <u>www.webex.com</u> Meeting number: **above** Password: **1234** 

Or use direct link to meeting:

https://scottcountyjowa.webex.com/scottcountyjowa/j.php?MTID=m39a8e1c0077cb695eac8a117f12eaaa1

\_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.

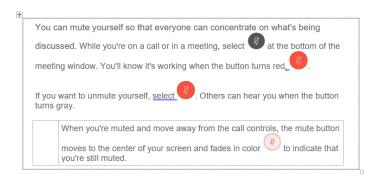
When called upon for comments by the Board,

- 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 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 ...



DATE

SCOTT COUNTY AUDITOR

#### RESOLUTION

## SCOTT COUNTY BOARD OF SUPERVISORS JANUARY 18, 2024

#### Proclamation to recognize January 2024 as National Mentoring Month

WHEREAS, January is National Mentoring Month, an annual campaign to raise awareness of and celebrate the powerful impact of mentoring relationships, recruit new mentors, and encourage institutions to integrate quality mentoring into their policies, practices; and

WHEREAS, **Scott County** recognizes the contributions of volunteer mentors, who link youth to economic and social opportunity, while also strengthening our community; and

WHEREAS, mentoring programs like **Big Brothers Big Sisters of the Mississippi Valley** make our state and communities stronger by enabling impactful relationships that provide invaluable support networks; and

WHEREAS, mentoring programs generally have a significant, positive impact on youth academic achievement, school connectedness and engagement, and educational success, which can lead to outcomes such as improved attendance, grades, and test scores, and classroom behavior; and

WHEREAS, mentors can help young people explore careers and build skills to achieve higher lifetime economic outcomes through activities like helping them set career goals, write a resume, practice for an interview, connecting them to opportunities, and more; and

WHEREAS, mentors can help young people set career goals, and can help connect mentees to industry professionals to train for and find jobs; and

WHEREAS, effective mentoring of underserved and vulnerable populations of young people helps them confront challenges and enjoy improved mental health and social-emotional well-being; and

WHEREAS, mentoring programs have been found to positively impact many aspects of mental wellbeing, including reducing unhealthy coping mechanisms, improving interpersonal relationships, and reducing parental stress; and

WHEREAS, young people with a mentor are more likely to enroll in college, to participate in sports or extra-curricular activities, to hold a leadership position in a club or sports team, and to volunteer regularly, and less likely to start using drugs;

WHEREAS, mentoring is an innovative, evidence-based practice and, uniquely, is both a prevention and intervention strategy that can support young people of all demographics and backgrounds in all aspects of their lives; and

WHEREAS, despite the benefits of mentoring, one young person of every three is growing up without a mentor, which means a third of the youth of the United States are growing up without someone outside of the home to offer real life guidance and support; and

WHEREAS, this "mentoring gap" demonstrates the need for collaboration among the private, public, and nonprofit sectors to increase resources for relationship-centric supports for youth in communities, schools, and workplaces;

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

**Section 1.** The month of January 2024 be recognized as National Mentoring Month in Scott County.

Section 2. This resolution shall take effect immediately.

DATE

SCOTT COUNTY AUDITOR

#### RESOLUTION

#### SCOTT COUNTY BOARD OF SUPERVISORS

**JANUARY 18, 2024** 

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

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

- Section 1. The Code of Iowa Section 306.41, provides for the temporary closure of County Secondary Roads for various reasons and purposes.
- Section 2. That the County Engineer be authorized to close Scott County Secondary Roads during the 2024 calendar year, as necessary, with the actual dates and times of closure to be determined by the County Engineer as follows:

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

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

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

- Section 3. That the County Engineer be authorized to post a reduced speed limit in work zones to ensure the safety of the workers and county employees within the work zones.
- Section 4. That this resolution shall take effect immediately.

DATE

SCOTT COUNTY AUDITOR

## RESOLUTION

## SCOTT COUNTY BOARD OF SUPERVISORS

JANUARY 18, 2024

A RESOLUTION AUTHORIZING THE SETTING OF A PUBLIC HEARING ON THE REQUEST FOR LEASE OF A PORTION OF PROPERTY OWNED BY SCOTT COUNTY LOCATED AT 902 W  $4^{TH}$  STREET DAVENPORT IOWA

- Section 1. The Board of Supervisors hereby fixes the time and place for a public hearing on the lease of a portion of property owned by Scott County located at 902 W. 4<sup>th</sup>

  Street Davenport, IA 52802 for Thursday February 1, 2024 at 5:00 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.

DATE

SCOTT COUNTY AUDITOR

#### RESOLUTION

#### SCOTT COUNTY BOARD OF SUPERVISORS

## JANUARY 18, 2024

APPROVAL OF SCOTT COUNTY, IOWA TECHNOLOGY STRATEGIC PLAN

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

Section 1. The County completed a technology assessment and strategic planning process in 2023 with Crowe Consulting which included department heads, staff, and elected officials of the County.

Section 2. The entire strategic planning process reflected Scott County's PRIDE statement with Involvement and Dedication from many people along with Professionalism, Responsiveness, and Excellence in the conversations and decisions made by the group.

Section 3. The top strategic priorities are Process Modernization; Structural Evolution; and Capability Maturity. Multiple initiatives and actions steps are developed for each priority.

Section 4. The Board of Supervisors affirms technology strategic priorities, initiatives, and action steps.

Section 5. This resolution shall take effect immediately.

DATE

SCOTT COUNTY AUDITOR

# R E S O L U T I O N SCOTT COUNTY BOARD OF SUPERVISORS

JANUARY 18, 2024

APPROVING PURCHASE OF NETMOTION MAINTENANCE AND SUPPORT

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

- Section 1. The purchase of NetMotion maintenance and support from Insight in the amount of \$34,475 is hereby approved.
- Section 2. This resolution shall take effect immediately.

DATE

SCOTT COUNTY AUDITOR

# R E S O L U T I O N SCOTT COUNTY BOARD OF SUPERVISORS

## JANUARY 18, 2024

## JAIL SECURITY VIDEO SOLUTION

- Section 1. The purchase of Verkada security video solution from Heartland
  Business Systems with cloud storage and ten years of camera
  warranty, maintenance, and support in the amount of \$518,519.00,
  installation services from Tech Solutions in the amount of
  \$36,949.00, and jail software, Syntinel, integration from Securitas
  Technology in the amount of \$19,890.00 is hereby approved.
- Section 2. This resolution shall take effect immediately.

DATE

SCOTT COUNTY AUDITOR

## RESOLUTION

## SCOTT COUNTY BOARD OF SUPERVISORS

JANUARY 18, 2024

## APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Derek Turner for the position of Detention Youth Counselor with the YJRC department starting at entry level rate.

Section 2. The hiring of Vianka Herrera for the position of Community Tobacco Consultant with the Health Department starting at entry level rate.

DATE

SCOTT COUNTY AUDITOR

## RESOLUTION

## SCOTT COUNTY BOARD OF SUPERVISORS

JANUARY 18, 2024

## APPROVAL OF STAFF APPOINTMENT

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

Section 1. The hiring of Ryan Waltz for the position of Park Ranger with the Conservation Department starting at step 6 and accruing 2 weeks of vacation annually.

DATE

SCOTT COUNTY AUDITOR

## RESOLUTION

## SCOTT COUNTY BOARD OF SUPERVISORS

JANUARY 18, 2024

# APPROVING THE APPOINTMENT OF GREG SCHAAPVELD FOR THE POSITION OF PLANNING AND DEVELOPMENT DIRECTOR

- Section 1. The appointment of Greg Schaapveld for the position of Planning and Development Director at a starting salary of \$121,193/yr. is hereby approved.
- Section 2. That he accrues 4 weeks (160 hours) of vacation annually.
- Section 3. That the appointment shall be effective no later than January 22, 2024.

#### SCOTT COUNTY ORDINANCE

AN ORDINANCE TO REPEAL CHAPTER 28, OF THE SCOTT COUNTY CODE RELATIVE TO EMERGENCY MEDICAL SERVICES

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF SCOTT COUNTY, IOWA: SECTION 1.

That Chapter 28 "Emergency Medical Services" of the Scott County Code, be and the same is hereby repealed in its entirety.

#### SECTION 2. REPEALER

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

#### SECTION 3. EFFECTIVE DATE

This Ordinance shall be in full force and effect after its final passage and publication as by law provided.

APPROVED this	day of	, 2024
	Ken Beck, Ch	
ATTESTED BY:	Scott County	Board of Supervisors
	Kerri Tompki Scott County	

DATE

SCOTT COUNTY AUDITOR

## RESOLUTION

## SCOTT COUNTY BOARD OF SUPERVISORS

JANUARY 18, 2024

A RESOLUTION AUTHORIZING THE SETTING OF A PUBLIC HEARING ON THE REPEAL OF SCOTT COUNTY CODE OF ORDINANCES CHAPTER 28 – EMERGENCY MEDICAL SERVICES

- Section 1. The Board of Supervisors hereby fixes the time and place for a public hearing on the repeal of Scott County Code of Ordinances Chapter 28 Emergency Medical Services for Thursday February 1, 2024 at 5:00 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 Health Director is hereby directed to publish the notice as required by law.
- Section 3. This resolution shall take effect immediately.



# MEMORANDUM OF UNDERSTANDING MOU-2024-HID0001

#### **BETWEEN THE**

#### IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### AND

## MEDIC EMS of Scott County, a department of Scott County Iowa

This Agreement is made and entered into by and between the Iowa Department of Health and Human Services (HHS) hereinafter called Agency and MEDIC EMS of Scott County, a department of Scott County Iowa, hereinafter called the Contractor located at 1204 East High Street, Davenport, Iowa 52803.

PURPOSE: It is the mutual desire of the Contractor and the Agency to provide emergency medical transport services for suspected or confirmed highly infectious disease patients

- I. The term of this Agreement shall be January 1, 2024 to March 12, 2025.
- II. Contract Administrators

Ken Sharp, Operations Deputy, Division Public Health is the Authorized State Official for this agreement. The Authorized State Official must approve any changes in the terms, conditions, or amounts specified in this contract. Negotiations concerning this contract should be referred to John Hallman at telephone (515) 336-1904.

Paul Andorf has been designated by the Contractor to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to:

Name	Paul Andorf
Business Name	MEDIC EMS of Scott County
Street Address, City, State, Zip	1204 East High Street, Davenport, Iowa 52803
Telephone Number	Office 563-328-4178; Cell 563-528-0952
E-mail address	Paul.Andorf@scottcountyiowa.gov

#### III. The Agency agrees:

- A. To pay the Contractor for the services described in IV. Below, a flat fee of \$1,000.00 (one thousand dollars) per patient transported to a hospital designated by the Agency. Contractor is entitled to submit/receive reimbursement from transported individual insurance provider. Payment under this agreement is limited to \$4,999 annually and \$14,999 over the term of the agreement. This amount is all inclusive and no other costs or expenses will be paid.
- B. To designate Brian Smith as Point Of Contact (POC). POC can be reached at 515-415-2450 or brian.smith@idph.iowa.gov.
- C. Provide backup POC coverage by Brent Spear at 515- 229-5795 or brent.spear@idph.iowa.gov
- D. Provide 24/7 contact availability through Agency's Duty Officer at 866-834-9671

#### IV. The Contractor agrees to:

- A. Confirm inventory of HHS-provided supplies and equipment, per a document provided by the Agency, by January 31, 2024.
- B. Confirm the Contractor's ability to provide full capacity of service capabilities 24/7 statewide. Contractor may be reached 24/7 via the dispatch center phone number 563-323-1000.
- C. Confirm Contractor's availability to transport a current and emerging highly infectious disease patient and estimated time of arrival at the location of the patient within 30 minutes of notification from the Agency. For purposes of clarity, confirmation of availability or non-availability is required within 30 minutes.
- D. Identify Jeremy Pessman as Logistics Manager to be reached at 563-328-4182 or Jeremy.pessman@scottcountyiowa.gov
- E. Upon request, provide to the Agency reasonable and customary documentation of Personal Protective Equipment (PPE) available and training provided to emergency medical providers that will transport suspected or confirmed current and emerging highly infectious disease patient(s).
- F. Deliver patient(s) to a hospital designated by the Agency, maintaining strict, consistent personal protection of staff throughout the transport according to PPE Guidance provided by CDC.
- G. Dispose of all waste in accordance with guidelines provided by CDC with the additional guidance of the Agency.
- H. Upon request, provide to the Agency reasonable and customary planning documentation for the disinfection of equipment & vehicle according to CDC and manufacturer recommendations/ guidelines for post-transport.
- I. With the assistance and support of the Agency, Contractor will comply with health monitoring of staff involved in the transport of a confirmed current and emerging highly infectious disease patient in accordance with CDC Guidelines.
- J. Agency understands and acknowledges that the Contractor may be unavailable at times due to high demand, emergencies or other unforeseen circumstances such as weather conditions, disasters, governmental actions, civil disorders, system overload or acts of God.
- V. The total budget amount is \$15,000. The budget is as follows.

#### Fee for service Budget

Item Description	Description and/or cost per unit/item	Maximum # of Items/units	Maximum Budget
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Patient Transport	Per patient	1	\$1,000
TOTAL:		15	\$15,000

The Agency shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Agency may elect not to pay claims that are considered untimely.

A. End of State Fiscal Year Claims Submission:

Notwithstanding the timeframes above, and absent:

- i. longer timeframes established in federal law or
- ii. the express written consent of the Agency,

the Contractor shall submit all claims to the Agency by August 10th for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10th, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The Agency may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to the State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: <a href="http://www.dom.state.ia.us/appeals/general\_claims.html">http://www.dom.state.ia.us/appeals/general\_claims.html</a>.

- B. End of State Fiscal Year Claims Submission: The Agency shall pay all approved invoices/claims in arrears. 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.
- C. The Agency will **not** reimburse the Contractor travel amounts in excess of limits established by <u>lowa Department of Administrative Services</u>, or for expenses at an in-state event if the lodging provider is not certified by the lowa Agency of Public Safety's Human Trafficking Prevention Training.
  - i. Current instate and out of state travel rate reimbursements can be found posted on the Agency's IDPH General Conditions for Service Contracts website.
  - ii. Before traveling in the state or prior to procuring space for a conference or meeting at a site where lodging is available under this contract, the Contractor must ensure that the selected lodging provider is certified by checking the following website:

    <a href="https://stophtiowa.org/certified-locations">https://stophtiowa.org/certified-locations</a>. This applies to all in-state lodging, conferences, meetings, or any other state funded event. Use of lodging providers who are not certified will not be reimbursed. Certification of a lodging provider will be verified by the Agency before reimbursing this expenditure in a claim.

## VI. It is mutually understood and agreed that:

- A. This agreement can be amended by the mutual written consent of both parties only.
- B. Federal and State funds made available under this contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such

federal and State funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.

- C. The disbursement of funds under this contract is contingent upon the continued availability of federal, state, or private funds to the Agency.
- D. This agreement may be terminated by either party with a thirty (30) day written notice.
- E. Any use of the Agency's name, logo, or other identifier must have prior written approval from the Agency.
- F. <u>Compliance with the Law.</u> The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, or rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, executive orders, and orders when performing the work and services under this Contract, including without limitation the following: all laws applicable to the prevention of discrimination in employment (including Iowa Code section 19B.7 and chapter 216), all laws applicable to the nondiscriminatory provision of services or benefits, all laws applicable to accessibility of facilities, and all laws applicable to the use of targeted small businesses as subcontractors or suppliers.
- G. Ownership and Assignment of Other Deliverables. Contractor agrees that the Agency shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to 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. Contractor represents and warrants that 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 Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of 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 Agency, upon completion or termination of this Contract, Contractor will immediately turn over to Agency all Deliverables not previously delivered to Agency, and no copies thereof shall be retained by Contractor or its employees, agents, subcontractors or affiliates, without the prior written consent of Agency. To the extent any of 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, Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the Agency's rights in and to the Deliverables.
- H. <u>Confidentiality of records and data</u>. The Contractor will take all precautions and actions necessary to: (i) prevent unauthorized access to the Agency's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the Agency's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a

secure manner, protecting their confidentiality, integrity and availability. Contractor agrees that it will not copy, reproduce, transmit, or remove any Agency (or State) information or data without the prior written consent of the Agency.

Contractor agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the Agency or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Contractor or Contractor's employees, agents and subcontractors. Breaches of security include, but are not limited to:

- (1) Disclosure of confidential or sensitive information;
- (2) Unauthorized access to Agency or State systems;
- (3) Illegal technology transfer;
- (4) Sabotage or destruction of Agency or State information or information systems;
- (5) Compromise or denial of Agency or State information or information systems;
- (6) Damage to or loss of Agency or State information or information systems; and
- (7) Theft.

The Contractor shall immediately report to the Agency any such breach of security. In the event of a breach of this section or any breach of security as described herein, the Agency may terminate this Agreement immediately without penalty or liability to the Agency and the State and without affording Contractor any opportunity to cure.

I. The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the Agency or the State of Iowa.

<b>IN WITNESS WHEREOF</b> the parties have signed their names effective the day and year first above written.		
For and on behalf of the Agency:	For and on behalf of the Contractor:	
By: Ken Sharp, MPA Operations Deputy Division Public Health	By: Paul Andorf, Director MEDIC EMS of Scott County Insert Date (required if not a digital signature):	

DATE

SCOTT COUNTY AUDITOR

#### RESOLUTION

## SCOTT COUNTY BOARD OF SUPERVISORS

JANUARY 18, 2024

# APPROVING AGREEMENT BETWEEN MEDIC EMS OF SCOTT COUNTY AND IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES

- Section 1. This Agreement is to establish a Memorandum of Understanding with Iowa

  Department of Health and Human Services to provide emergency medical

  transport services for suspected or confirmed highly infectious disease
  patients.
- Section 2. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said agreement on behalf of the Board.
- Section 3: This resolution shall take effect immediately.

THE COUNTY AUDITOR'S S CERTIFIES THAT THIS RES HAS BEEN FORMALLY API	SOLUTION PROVED BY THE
BOARD OF SUPERVISORS (	ON
	DATE
CCOPT COLINERY ALIDITOR	
SCOTT COUNTY AUDITOR	

#### RESOLUTION

## SCOTT COUNTY BOARD OF SUPERVISORS

**JANUARY 18, 2024** 

APPROVAL OF WARRANTS IN THE AMOUNT OF \$1,105,186.85 AND PURCHASING CARD TRANSACTIONS IN THE AMOUNT OF \$94,643.38

- Section 1. The Scott County Board of Supervisors approves for payment all warrants numbered 329407 through 329669 as submitted and prepared for payment by the County Auditor, in the total amount of \$1,105,186.85.
- Section 2. The Board of Supervisors approves for payment to Wells

  Fargo Bank all purchase card program transactions as submitted to the County Auditor for review in the amount of \$94,643.38.
- Section 3. This resolution shall take effect immediately.

DATE

SCOTT COUNTY AUDITOR

## RESOLUTION

## SCOTT COUNTY BOARD OF SUPERVISORS

JANUARY 18, 2024

A RESOLUTION APPROVING THE EASEMENT REQUEST FROM THE CITY OF DAVENPORT ON SCOTT COUNTY PROPERTY LOCATED AT 400 W. 4<sup>TH</sup> STREET DAVENPORT IOWA

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

Section 1. The Board of Supervisors hereby approves the easement request by the City of Davenport on property owned by Scott County located at 400 W. 4<sup>th</sup> Street Davenport, IA.

Section 2. This resolution shall take effect immediately.