

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
January 29 - February 2, 2024

Tuesday, January 30, 2024

Committee of the Whole - 8:30 am
Board Room, 1st Floor, Administrative Center **In-Person and Virtual******

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: 2499 381 1984 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: Maxwell, Paustian, Rawson, Beck, Dickson

- ___ 2. Public Comment as an Attendee.
By Phone:
*3 to raise/lower hand, *6 to unmute (host must unmute you first)

By Computer:
Bottom right of screen, you will find Participants and Chat, in this area you will find the hand icon, use the hand icon to raise and lower your hand.

Facilities & Economic Development

- ___ 3. Five Year Contract with Vestis for Uniform and Workplace Supply Services. (Item 03) Consent Agenda Consideration

- ___ 4. Award of Contract for a Bridge Replacement Project to Jim Schroeder Construction, Inc. (Item 04) Consent Agenda Consideration

- ___ 5. Public Hearing on February 1, 2024 during the Board Meeting at 5PM for the request by Riverstone Group, Inc. to rezone two tracts totaling approximately 75.26 acres. (Item 05)

- ___ 6. Public Hearing on February 1, 2024 during the Board Meeting at 5PM for the lease of approximately 1,000 square feet of real estate, located at 902 W. 4th Street, Davenport, IA to Community Health Care for a period commencing February 5, 2024 through June 30, 2029. (Item 06)

- ___ 7. Lease for approximately 1,000 square feet of real estate, located at 902 W. 4th Street, Davenport, IA to Community Health Care for a period commencing February 5, 2024 through June 30, 2029. (Item 07)

- ___ 8. Contract in the amount of \$65,304 with the Surdex Corporation for acquisition of 3” countywide orthophotography products and services. (Item 08) Consent Agenda Consideration

Health & Community Services

- ___ 9. 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. (Item 09)
- ___ 10. First of three readings of an ordinance to repeal Chapter 28 of the Scott County Code relative to Emergency Medical Services. (Item 10)
- ___ 11. Memorandum of Understanding (MOU) between Dr. Barbara Harre, MD, and Scott County. (Item 11) Consent Agenda Consideration
- ___ 12. 28E Agreement between Clinton County and Scott County for Interim Medical Examiner Services and Coverage. (Item 12) Consent Agenda Consideration

Finance & Intergovernmental

- ___ 13. Confirmation of the rates of pay for Scott County's Precinct Election Officials. (Item 13) Consent Agenda Consideration
- ___ 14. Confirmation of rates of pay for Election Temporary Positions. (Item 14) Consent Agenda Consideration
- ___ 15. Purchase of Tenex Software Solutions pollbook equipment from Adkins Election Services for \$386,210.00. (Item 15) Consent Agenda Consideration
- ___ 16. Contract with Iowa Department of Health and Human Services to provide services through the Youth and Family Engagement Team. (Item 16) Consent Agenda Consideration
- ___ 17. Five year agreement with Baker Tilly US, LLP for Financial Audit Services. (Item 17) Consent Agenda Consideration
- ___ 18. Public Hearing on February 1, 2024 during the Board Meeting at 5PM for the Budget amendment of the FY24 County Budget. (Item 18)

Other Items of Interest

- ___ 19. Consideration of appointment with Boards & Commissions for Bi-State Commission and Zoning Board of Adjustment. (Item 19) Consent Agenda Consideration
- ___ 20. Adjourned. Moved by ___ Second by ___

Thursday, February 1, 2024

Regular Board Meeting - 5:00 pm

Board Room, 1st Floor, Administrative Center **In-Person and Virtual******

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: 2494 023 7972 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.

Public Hearing

- _____ 1. Public Hearing and first of three readings to repeal Chapter 28 of the Scott County Code of Ordinances.
- _____ 2. Public Hearing for the request by Riverstone Group, Inc. to rezone two tracts totaling approximately 75.26 acres.
- _____ 3. Public Hearing to lease a portion of property owned by Scott County located at 902 W. 4th Street Davenport, IA 52802 to CHC, and the proposed lease period exceeds 3 years.
- _____ 4. Public Hearing relative to an amendment to the County's current FY24 budget.

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 # 2499 381 1984

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=m9fb169d926fe68ec08b3781c07399b81>

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.

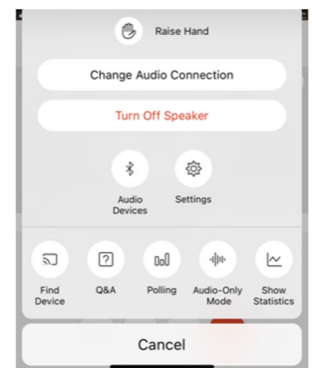
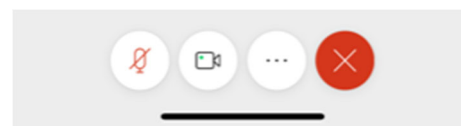
1. The host will then unmute the participant’s line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by clicking the microphone symbol.
4. After conversation, please lower your hand. (*3 again)

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 ...



SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

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



ANGELA K. KERSTEN, P.E.
County Engineer

ELLIOTT R. PENNOCK, E.I.T.
Assistant County Engineer

TARA YOUNGERS
Senior Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Angie Kersten, P.E.
County Engineer

SUBJ: Award of Contract for Uniform and Workplace Supply Services

DATE: January 22, 2023

This resolution is to approve a contract for uniform and workplace supply services. In 2018, our department entered into a 5-year contract with Cintas for uniform and workplace supply services. Our contract expired in October 2023. We posted a request for proposals (RFP) for work apparel, floor mat, towel, and first aid services on Public Purchase in December 2023.

To be considered for selection, respondents were required to submit a complete response to the RFP. Respondents were required to submit a statement of understanding of the services to be performed, a company profile, a brief description of the company's experience in providing the requested services, a listing of existing or previous clients that may be contacted as references, and a detailed fee schedule. The proposals were evaluated and tabulated for comparison based on the service fees, the completeness of the proposal, the quality of the service provider's goods and services, and the extent to which the good and services meet our needs.

We received responsive proposals from two companies. Listed below are the fee schedules submitted in the responsive proposals:

Service	Phelps Uniform Specialists	Vestis (Formerly Aramark)
(3) Diesel Mechanic Work Pants (Jeans)	13.86	11.55
(3) Diesel Mechanic Work Shirt	8.58	6.60
(5) 3x10 Carpet High Traffic Floor Mat	21.15	15.00
(2) 4x6 Carpet High Traffic Logo Floor Mat	8.18	8.00
(1) 3x5 Scaper Floor Mat	2.00	1.70
(1) 3x4 Carpet High Traffic Floor Mat	2.00	1.50
(2) 4x6 Carpet High Traffic Floor Mat	6.04	5.00
(200) Red Shop Towel	12.00	6.00
(1) First Aid Cabinet	14.99	14.99
Service Charge	15.00	5.00
Total Protection	13.20	
PGI	8.92	
FGM	3.00	
Total Weekly Charge:	\$128.92	\$75.34

Based on the completeness of their proposal, quality of their goods and services, and lower service fees, Vestis out of East Moline, IL, was selected. We then met with Vestis to further discuss our service needs and to negotiate a contract. We added a jacket option for our mechanics and increased our floor mat and shop towel quantities. The adjusted service fee is estimated to be \$102.29 per week. This weekly fee may vary from week to week based on our needs.

I recommend entering into a 5-year contract with Vestis for uniform and workplace supply services. These service costs are included in our FY2024 and FY2025 budgets. Included with this memo is the contract with Vestis. Kristina Lyon has reviewed the contract and responded that it is sufficiently drafted to accomplish its intended purpose.



SERVICE AGREEMENT

Customer #: _____ Use only for current customers

Customer's Service Location (for multiple locations, see attached list)

Customer's Billing Address (if different)

CUSTOMER NAME: SCOTT COUNTY ROADS	CUSTOMER NAME:
ADDRESS: 950 BLACKHAWK ROAD	ADDRESS:
CITY / STATE / ZIP: ELDRIDGE, IA, 52748	CITY / STATE / ZIP:

GARMENTS AND SERVICES ORDERED

No. of Wearers	MERCHANDISE (More lines available on page 3)	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE [®] RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)
3	PANT, CARPENTER DICKIES JEANS	11	.25	.10	WEEKLY	32.20
3	WORK SHIRT SOLID 65/35	11	.15	.05	WEEKLY	16.68
4	WORK JACKET	2	.30	.10	WEEKLY	45.00

ALLIED MERCHANDISE AND SERVICES ORDERED

MERCHANDISE (More lines available on page 3)	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	EASYCARE [®] RATE (per item)	REPLACEMENT CHARGE (per item)
3X5 MAT SCRAPER	1	1.70	WEEKLY	100	N/A	77.05
3X10 STANDARD DKGY MAT	10	3.00	WEEKLY	50	N/A	132.25
3X4 STANDARD DKGY MAT	2	1.50	WEEKLY	50	N/A	51.75
4X6 STANDARD DKGY MAT	4	2.50	WEEKLY	50	N/A	100.05
4X6 LOGO MAT	2	4.00	WEEKLY	50	N/A	218.50
SHOP TOWEL RED 18X18	250	.03	WEEKLY	100	.02	1.00

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

**There will be an added charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES:

DESCRIPTION	RATE	DESCRIPTION	RATE
Service Charge	5.00 per Week	Company Emblem	3.00 per Emblem
Preparation Charge	.50 per Garment	Other Emblem	10.00 per Emblem
Multi-day Stop Charge	20.00 per Additional Stop	Name Emblem	1.50 per Emblem
		Other Charges/Services:	

Additional Terms/Charges: **ONE TIME 4 WEEKS OF FREE RENTAL CHARGES ON INITIAL INSTALL.**
PREP AND EMBLEM CHARGES WAIVED ON INSTALL.
NO SPECIAL SIZE CHARGES FOR THE LIFE OF THE AGREEMENT

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify AUS of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of AUS. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed. ~~This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.~~ All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined garment Merchandise covered by EasyCare[®] and lost or ruined allied Merchandise covered by EasyCare[®].

Terms and Conditions Continued on Next Page

Use for Additional Line Items

CUSTOMER NAME: SCOTT COUNTY ROADS CID #: _____ Use only for current customers

ADDRESS: 950 BLACKHAWK TRIAL CITY / STATE / ZIP: ELDRIDGE, IA, 52748

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE [®] RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	EASYCARE [®] RATE (per item)	REPLACEMENT CHARGE (per item)
FIRST AID SUPPLIES AND SERVICE	1	14.99	WEEKLY	100	N/A	N/A
LAUNDRY BAG	2	.25	WEEKLY	100	N/A	5.75
LAUNDRY BAG STAND	1	.25	WEEKLY	100	N/A	16.10

TERMS AND CONDITIONS (continued)

If an "EasyCare®" charge is included, AUS will replace the corresponding garment Merchandise that is ruined by Customer and allied Merchandise that is lost or ruined by Customer, in each case without any additional loss or ruin charges, as applicable. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by EasyCare® and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® on garment Merchandise by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. ~~In addition, charges may be further increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, AUS reserves the right to terminate this Agreement in whole or in part.~~ In consideration of the sizeable investment AUS is making in Merchandise, Customer agrees that AUS may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing AUS in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing AUS at least 30 days to correct or begin to correct the deficiencies. If AUS has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare® does not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge. Upon any expiration or termination of this Agreement, or any reduction or elimination of "Special Merchandise" under this Agreement, Customer will purchase, at the then current replacement charge, all Special Merchandise. "Special Merchandise" is Merchandise that is not part of Company's standard product line or is embroidered, silkscreened, logoed or otherwise customized.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from

and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of the Merchandise in areas where contact with flames or hazardous substances is possible or where it is alleged that the Merchandise was not appropriate for the actual use. Customer will immediately notify AUS of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For reflective Merchandise, any garments supplied satisfy specific ANSI/SEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. Customer is responsible for determining if additional safety measures are needed under specific conditions.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. **Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights.** In no event will AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all AUS's fees and costs involved in collection, including reasonable attorney's fees.

The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by AUS shall be considered confidential information of AUS and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of AUS. The parties agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by an AUS General Manager.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Aramark Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC.

SCOTT COUNTY ROADS 563-328-4170
Name of Customer Customer Phone Number

CHAD KELLY AE
AUS Representative Name & Title

Name & Title of Customer Contact

Signature - AUS Representative Date

By _____
Signature of Authorized Customer Representative Date

Signature - AUS General Manager Date



2680 Palumbo Dr, Lexington, KY 40509
 Telephone: (800) 504-0328 Fax: (781)423-9091
 Email: AUCA-DNB@aramark.com

To expedite account processing, please fill out all **required*** information on the cover page, as well as below, and **sign*** the application.

*Name of Business: Scott county roads		*DUNS Number: 876438680	
*Trade Name / DBA Name: County Engineer		*Date Business Started:	
*Street Address: 950 Blackhawk Trl	*City: Eldridge	*State: IA	*Zip Code: 52748-9320
*Telephone: (563) 328-4170	Fax:	*Email Address:	
*Billing Street Address: 950 Blackhawk Trl	*City: Eldridge	*State: IA	*Zip Code: 52748

The Undersigned hereby makes this application for credit to Aramark Uniform & Career Apparel, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

TERMS AND CONDITIONS OF SALE: The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns maybe subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be assessed a \$25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

Authorized Signature (Must be signed by owner, officer, partner or other authorized individual)

Date

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

For Office Use Only:	
Market Center Number:	Customer ID(s):
Date Submitted:	

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

FEBRUARY 1, 2024

APPROVAL OF A 5-YEAR CONTRACT WITH VESTIS FOR UNIFORM AND
WORKPLACE SUPPLY SERVICES

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

Section 1. That the Scott County Secondary Roads Department
enters into a 5-year contract with Vestis for uniform and
workplace supply services.

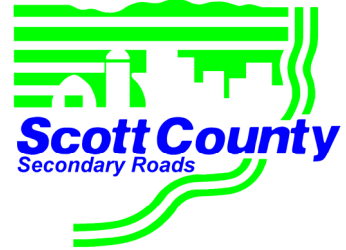
Section 2. That the County Engineer be authorized to sign
the agreement on behalf of the Board.

Section 3. That this resolution shall take effect
immediately.

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

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



ANGELA K. KERSTEN, P.E.
County Engineer

ELLIOTT R. PENNOCK, E.I.T.
Assistant County Engineer

TARA YOUNGERS
Senior Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Angie Kersten, P.E.
County Engineer

SUBJ: Award of Contract for a Bridge Replacement Project

DATE: January 23, 2024

This resolution is to approve a contract for a bridge replacement project. The Scott/Clinton County line bridge project is located on Y-68 (Scott Park Road), over the Wapsipinicon River Overflow, in Section 31 of DeWitt Township. This project is joint with Clinton County; however, Scott County is the lead agency and will provide all contract and construction administration.

This project was let by the Iowa Department of Transportation (Iowa DOT) on January 17, 2024. The bids received were as follows:

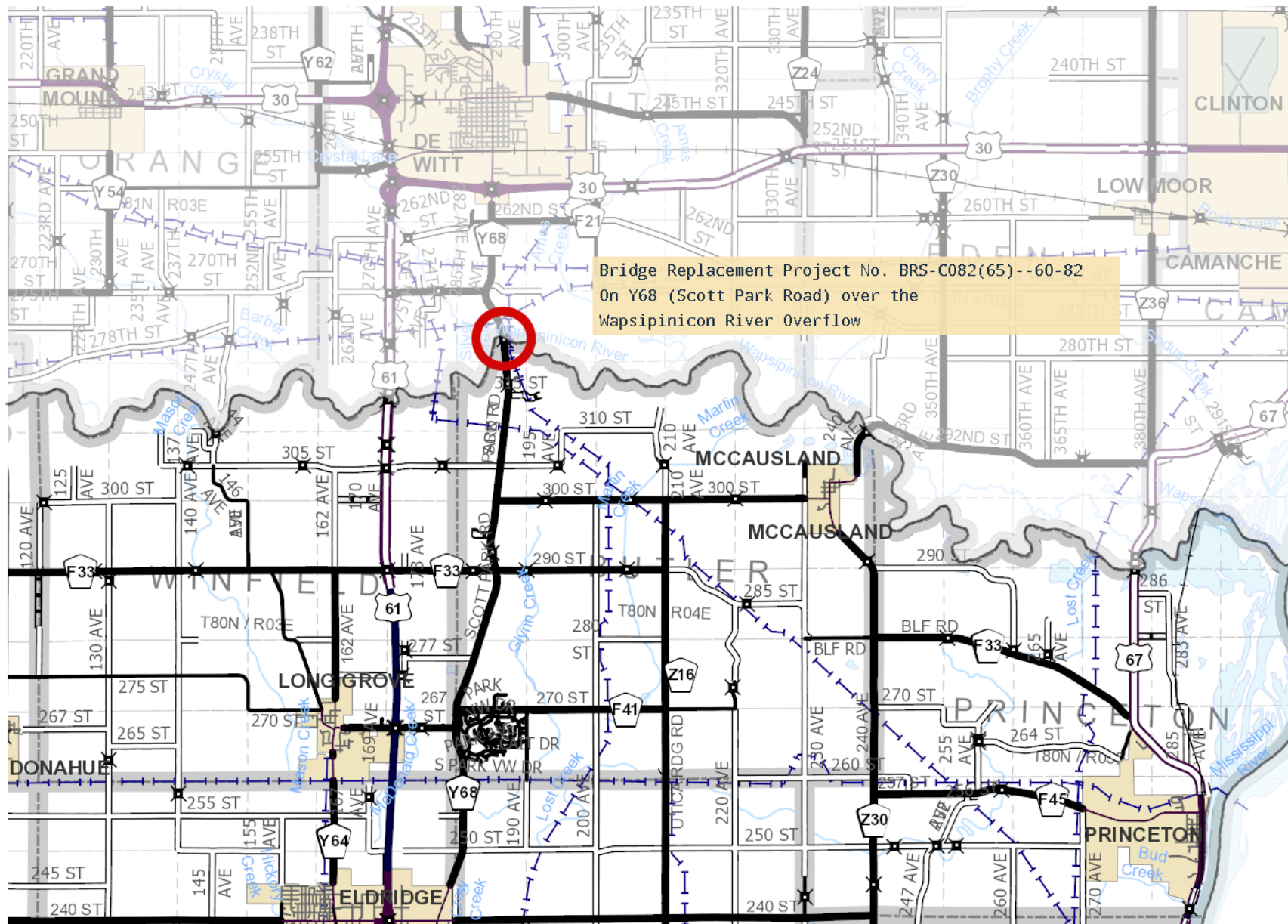
Jim Schroeder Construction, Inc.	\$2,961,328.63
Helm Group, Inc., D/B/A Helm Civil	\$2,968,414.74
General Constructors Inc. of the Quad Cities	\$4,106,446.49

The low bid for this project is less than our engineering estimate of \$2,984,299.25. This project will be paid for by the Iowa Department of Transportation (Iowa DOT) utilizing funding through the County Bridge Construction Fund and our County Highway Bridge Program Fund. Scott County was awarded \$2,000,000 of County Bridge Construction Funding through this state managed bridge replacement program. The remaining construction costs will be split evenly by Scott and Clinton Counties and will be paid out of our Highway Bridge Program (HBP) accounts that are managed by the Iowa DOT. A resolution was passed on August 17, 2023, to enter into an agreement with the Iowa DOT for financing of this project.

This project will be constructed during the 2024 calendar year construction season. I recommend entering into a contract with Jim Schroeder Construction contingent on the unit prices listed in the contract. The Iowa DOT now processes contracts electronically with digital signatures. As part of the resolution to award the contract, I request approval to sign the contract electronically on behalf of the Board of Supervisors. Included with this memo is a project location map.

Scott and Clinton County Bridge Replacement Project Location Map

Scott - ICEASB Easy Map



Bridge Replacement Project No. BRS-C082(65)--60-82
On Y68 (Scott Park Road) over the
Wapsipinicon River Overflow



R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 1, 2024

AWARD OF CONTRACT FOR SCOTT COUNTY SECONDARY ROADS
BRIDGE REPLACEMENT PROJECT NO. BRS-C082(65)--60-82

WHEREAS, the Board of Supervisors, hereafter referred to as "the Board", believes the bridge replacement project, hereafter referred to as "the project" is in the best interest of Scott County, Iowa, and the residents thereof. The project is defined as Bridge Replacement Project on Y68 (Scott Park Road) over the Wapsipinicon River Overflow in Section 31, Township 81 North, Range 4 East.

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, the Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Scott County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by the Board to accept the bid from Jim Schroeder Construction, Inc., in the amount of \$2,961,328.63 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of the Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and

after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Scott County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor's bond and certificate of insurance, Angela K. Kersten, the County Engineer for Scott County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contract(s) in connection with the afore awarded construction project let through the DOT for this county.

Dated at Scott County, Iowa ____ day of _____ , _____

Scott County Board of Supervisors:

ATTEST:

By _____
Scott County Auditor,
Kerri Tompkins

seal



Email: planning@scottcountyiowa.gov
Office: (563) 326-8643
Fax: (563) 326-8257

Administrative Center
600 West Fourth Street
Davenport, Iowa 52801-1106

January 17, 2024

To: Mahesh Sharma, County Administrator
From: Alan Silas, Planning and Development Specialist
Re: Planning & Zoning Commission action on January 16, 2024 agenda item

Members Present: Maxwell, Piatak, Rochau, Scheibe, Steward
Members Absent: Armstrong, Schneklath

1. Public Hearing – Rezoning

Request of Riverstone Group, Inc. to rezone two tracts totaling approximately 75.26 acres, legally described as Part of the W ½ of the NE ¼ of Section 35 of Sheridan Township (Scott County Tax Parcels 933505001, 933521001), from Agricultural-General (A-G) to Industrial (I).

The Commission voted (5-0) to recommend denial of the request to the Board of Supervisors in accordance with staff's recommendation. Approximately 30 members of the public were in attendance, nine (9) of whom spoke:

1. **Brian Dockery (338 West Broadmoor Drive, Eldridge)**: applicant representative spoke in support of the request.
2. **John Brimeyer (1952 East 48th Court, Davenport)**: applicant representative spoke in support of the request.
3. **Kyle Rollins (18 Quail Hollow Estates, Geneseo (IL))**: applicant representative spoke in support of the request.
4. **Floyd Taber (517 East 7th Street, Tipton)**: tenant at Davenport Municipal Airport; had questions for the applicant; concerned about fine dust
5. **Adam Bellendier (20730 Brady Street)**: neighboring property owner within residential district to the east of project site; spoke in opposition to the request; asked Commission to consider County residents in the neighborhood above other factors
6. **Jerry Moeller (1540 Broadview Drive, Bettendorf)**: neighboring property owner of productive agricultural parcels; spoke in opposition to the request; said he didn't think it was compatible with high-tech firms nearby
7. **Laura Berkley (1200 East 46th Street, Davenport)**: City of Davenport representative; spoke in opposition to the request
8. **Craig Olson (5046 Wyndham Court, Bettendorf)**: pilot/FAA mechanic at Davenport Municipal Airport; spoke in opposition to the request; concerned about fine dust and increased truck traffic
9. **Aric Bellendier (20534 North Brady Street)**: neighboring property owner within residential district to the east of project site; spoke in opposition to the request; concerned about kids' health (air and well water pollution)

The recommendation to deny the request is expected be forwarded to the Board of Supervisors for its own hearing on the request.

- **Vote (recommend denial of rezoning from A-G to I): 5-0, All Ayes**



PLANNING & ZONING COMMISSION

STAFF REPORT

January 16, 2024



- Applicant:** Riverstone Group, Inc.
- Request:** Rezone 75.26 acres, more or less, from Agricultural-General (A-G) to Industrial (I)
- Legal Description:** Part of the W ½ of the NE ¼ of Section 35 of Sheridan Township
Scott County Tax Parcels 933505001, 933521001
- General Location:** North of Interstate 80, East of Davenport Municipal Airport, in the area historically known as Mount Joy
- Existing Zoning:** Agricultural-General (A-G)
- Surrounding Zoning:**
- North:** *City of Davenport, Heavy Industrial (I-2)*
 - South:** *City of Davenport, Light Industrial (I-1)*
 - East:** Agricultural-General (A-G) and Single-Family Residential (R-1)
 - West:** *City of Davenport, Light Industrial (I-1)*

GENERAL COMMENTS: This request is to rezone 75.26 acres, more or less, from Agricultural-General (A-G) to Industrial (I). The applicant intends to establish a recycle yard for excavated concrete and asphalt.

The Industrial (I) district is intended and designed to provide areas for industrial and/or commercial development of a more intense character than those allowed in the Commercial-Light Industrial (C-2) district. Of the non-“floating” or -“overlay” zoning districts, Industrial is the most intensive and allows for operations that generate noise, smoke, odors, dust, and involve significant areas of outdoor storage of raw materials or finished products.

STAFF REVIEW: Staff has reviewed this request for its adherence to the Scott County Zoning Ordinance and to the Scott County Land Use Policies. Any proposed changes in zoning in the rural unincorporated area of the county should comply with a “preponderance” of the applicable Scott County Land Use Policies. That requires the Commission to assign weight to the criteria that most apply to the rezoning request at hand, and determine whether and to what extent the request meets the spirit and intent of the Land Use Policies.

Is the development in compliance with the adopted Future Land Use Map?

The adopted Future Land Use Map shows the subject property as “To Be Annexed



PLANNING & ZONING COMMISSION
STAFF REPORT
January 16, 2024



(Prior to Development).” The applicant applied for an amendment to the Future Land Use Map to have that designation removed: The Planning & Zoning Commission held a public hearing and took public comment on the request on December 5, 2023 and, with a 5-0 vote, recommended denial of the amendment. The applicant forwarded the recommendation to the Board of Supervisors which, at its December 19, 2023 public hearing, voted (5-0) in accordance with the Commission’s recommendation. Therefore, the subject property is still designated “To Be Annexed (Prior to Development).”

The rezoning request does not meet this criterion.

Is the development on marginal or poor agricultural land?

The subject property contains two parcels with CSR2 ratings between 81 and 100. The average CSR2 for Parcel 933505001 is 94.75. The average CSR2 for Parcel 933521001 is 93.03. Scott County has historically considered CSR2 ratings of 60 and above as “prime” agricultural land.

The rezoning request does not meet this criterion.

Does the proposed development have access to adequately-constructed, paved roads?

The area to be rezoned has frontage along Harrison Street/165th Avenue and East 90th Street/210th Street, both adequately-constructed, paved roads.

The rezoning request meets this criterion.

Does the proposed development have adequate provision for public or private sewer and water services?

The property is not currently served by public sewer or public water. Any development within the County must comply with State and County health regulations for on-site water supply and wastewater treatment. The County Health Department did not have any comments or concerns regarding the proposal.

The City of Davenport has indicated public sewer service is available for the property, but the property would need to be annexed into the City before utilizing it.

The rezoning request meets a preponderance of this criterion.

Is the area near existing employment centers, commercial areas and does not encourage



PLANNING & ZONING COMMISSION
STAFF REPORT
January 16, 2024



urban sprawl?

The subject property is immediately adjacent to Davenport city limits, in an area that contains an abundance of employment centers, and commercial and industrial areas.

The rezoning request meets this criterion.

Is the proposed development located where it is least disruptive to existing agricultural activities?

The subject parcels are two (2) of the four (4) unincorporated-County parcels within Mount Joy that are currently being used for productive agriculture. The other parcels being used for productive agriculture are immediately adjacent to the subject parcels, so development of the site would likely be disruptive to the existing agricultural activities on those parcels. However, agricultural activities in Mount Joy are already subject to, and have historically been subject to significant disruption given the amount and intensity of non-agricultural land uses in the area.

To contextualize the scale of “least-disruptive-to-most-disruptive:” Since the subject parcels are not within or on the periphery of an Agricultural-Preservation (A-P) district (which make up an overwhelming majority of the County’s zoning map), development of the parcels would perhaps be the one of the “least disruptive to agricultural” locations in unincorporated Scott County.

The rezoning request meets a preponderance of this criterion.

Does the area have stable environmental resources?

The area to be rezoned is generally quite flat with elevations on the property ranging from 726 feet to 746 feet, with slopes mostly ranging from 0% to 5% and some areas (<10% of subject property) designated as “eroded” status according to the Web Soil Survey data from the Natural Resources Conservation Service (NRCS). The area to be rezoned is not within a floodplain or floodway, and has historically accommodated productive agriculture.

The rezoning request meets this criterion.

Is the proposed development sufficiently buffered from other less intensive land uses?

The area to be rezoned is immediately adjacent to light and heavy industrial uses



PLANNING & ZONING COMMISSION
STAFF REPORT
January 16, 2024



within city limits of Davenport, but is also immediately adjacent to the Davenport Municipal Airport and National Guard to the west, productive agricultural parcels to the east, and single-family residential within 350 feet east of the subject parcels.

The City of Davenport, in a letter dated December 15, 2023, said the proposed development's proximity to the airport and National Guard Aviation operations at the Army Aviation Support Facility, which is co-located at the airport, "is a major concern. The potential dust creation and airborne debris may cause a hazard to aircraft arrivals, departures, and traffic patterns. Air pollution generated at the site can potentially damage aircraft and create unsafe aviation conditions for pilots and passengers. Allowing a potential aviation hazard to exist adjacent to the airport will be a detriment to overall airport operations. The loss of life due to equipment failure or lack of visibility is a real and significant concern." That sentiment is echoed in a letter dated January 3, 2024 from Charles H. Lampe, Colonel, AV, Iowa Army National Guard.

While the airport may not be considered a "less intensive land use," staff believes it could be negatively impacted by a plurality of the principal permitted uses (operations that generate noise, smoke, odors, and dust) in the Industrial (I) District.

Since productive agricultural parcels are immediately adjacent to the subject parcels, there are no moderately-intensive zoning districts or land uses to act as a buffer to the agricultural activities.

The only buffers between the residential area to the east and the subject parcels are the above-mentioned agricultural parcels, which create a separation distance between the subject parcels and the nearest residential parcel of only approximately 342 feet.

The rezoning request does not meet a preponderance of this criterion.

Is there a recognized need for such development?

The Quad Cities, and Iowa Quad Cities specifically have enjoyed a great deal of growth over the past decade and, as the applicant has stated in its application materials, the area may benefit from having a centrally-located recycle yard for excavated concrete and asphalt.

The rezoning request meets this criterion.



PLANNING & ZONING COMMISSION
STAFF REPORT
January 16, 2024



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Staff has mailed notification to the adjacent property owners within five hundred feet (500') of this property of this hearing. A sign has also been placed on the property stating the date and time this request would be heard by the Planning and Zoning Commission. Staff has received several phone calls from members of the public interested in the request and hearing schedule. Staff also received a formal opposition from the City of Davenport, which was mentioned earlier in this report and entered into the record. Also entered into the record is an opposition letter from Charles H. Lampe, Colonel, AV, Iowa Army National Guard, dated January 3, 2024, which was mentioned earlier in this report.

Staff has also notified the County Secondary Roads Department, County Health Department, Bi-State Regional Commission, and the local NRCS for review and comment. The Secondary Roads Department, Health Department, and local NRCS did not have any comments or concerns. Bi-State Regional Commission provided a review of the request, which has been entered into the record.

RECOMMENDATION: Staff believes there are two clear, overriding goals of the County's Land Use Policies: to direct development to incorporated cities, and to protect prime agricultural land. The subject property is both adjacent to a city that can provide city services, and is considered prime agricultural land. Staff also believes the proximity to less-intensive County zoning districts and land uses, as well as the airport, makes the subject property a poor location for operations that generate noise, smoke, odors, and dust, and involve significant areas of outdoor storage of raw materials or finished products, such as those permitted in the Industrial (I) zoning district.

Staff recommends that the rezoning of 75.26 acres from Agricultural-General (A-G) to Industrial (I) be denied based on its lack of compliance with a preponderance of the criteria of the Revised Land Use Policies.

Submitted by:
Alan Silas, Planning & Development Specialist
January 12, 2024

PLANNING & DEVELOPMENT

600 West Fourth Street
Davenport, Iowa 52801-1106
Email: planning@scottcountyiowa.gov
Office: (563) 326-8643



**NOTICE OF BOARD OF SUPERVISORS
PUBLIC HEARING FOR REZONING**

In accordance with Section 6-33 of the Revised Zoning Ordinance for unincorporated Scott County, the Board of Supervisors will review a proposed rezoning on **Thursday, February 1, 2024 at 5:00 P.M.** This notice is being sent to property owners of record within 500 feet of the approximate area in question and appropriate County officials. The meeting will be held in the **1st Floor Board Room of the Scott County Administrative Center, 600 West 4th Street, Davenport, Iowa 52801.**

The Board of Supervisors will hear the request of **Riverstone Group, Inc.** to rezone two tracts totaling approximately 75.26 acres, legally described as Part of the W ½ of the NE ¼ of Section 35 of Sheridan Township (Scott County Tax Parcels 933505001, 933521001), from Agricultural-General (A-G) to Industrial (I). The Planning & Zoning Commission held a public hearing on the request on January 16, 2024 and, with a 5-0 vote, voted to recommend denial of the request to the Board of Supervisors. The applicant intends to establish a recycle yard for excavated concrete and asphalt. The rezoning in and of itself will *not* allow development on the site: If the rezoning were approved by the Board of Supervisors, a Site Plan Review would need to be conducted and approved by the Planning & Zoning Commission prior to construction and operation.

If you have any questions or comments regarding this meeting or proposal, please call or write the Planning and Development Department, Scott County Administrative Center, 600 West Fourth Street, Davenport, Iowa 52801, (563) 326-8643, planning@scottcountyiowa.gov, or attend the meeting.

Iowa Army National Guard
Joint Forces Headquarters
Aviation & Safety Directorate
7105 NW 70th Avenue
Johnston, IA 50131

January 3, 2024

Scott County Planning and Development
600 W. 4th Street
Davenport, IA 52801

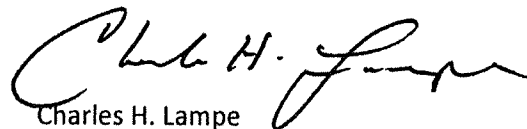
Dear Scott County Planning and Development:

I am writing to express my concern to the proposed rezoning of land near the Davenport Airport for the construction of a rock crushing plant by River Stone Group. I believe that this project poses significant risks to both the local general aviation community operating from the Davenport airport and to our Iowa Army National Guard Aviation operations at the Army Aviation Support Facility (AASF) at 9650 N. Harrison Street (co-located at the Davenport Airport, on the northeast side and intersecting with Slopertown Rd.).

As you may be aware, the Davenport Airport is a critical area for both general and military aviation. Allowing the establishment of a rock crushing plant in the immediate vicinity raises concerns about the potential for reduced visibility from dust and debris. The proposed location to runway 15/33 raises significant concern for all aircraft in a critical profile of flight, takeoff and landing and could be catastrophic. Beyond this significant concern, dust and debris also creates a negative long-term impact to aircraft components like engines and rotor blades. The release of particulates into the air reduces engine performance by deteriorating turbine engine rotors potentially adding significant cost to maintain aircraft engine performance. Dust and debris to helicopter rotor systems has the effect of sand blasting the leading edges creating significant increase to maintenance cost. This could happen immediately or over time, but nonetheless it would be costly to airplane owners and the government. Ultimately, it jeopardizes the safety of both civilian and military aviation operators.

I urge Scott County Planning and Development to carefully consider the potential hazards created by this rezoning proposal and the potential consequences to aviation safety. It is crucial to prioritize the long-term safety of air travel in this decision-making process. I appreciate your attention to this matter and trust that you will carefully consider these concerns regarding the proposed rock crushing plant.

Sincerely,



Charles H. Lampe
Colonel, AV, Iowa Army National Guard
Deputy Chief of Staff for Aviation and Safety



Serving local governments in Muscatine and Scott Counties, Iowa;
Henry, Mercer, and Rock Island Counties, Illinois

OFFICERS:
CHAIR
Kippy Breeden
VICE-CHAIR
Brad Bark
SECRETARY
Richard "Quijas" Brunk
TREASURER
John Maxwell

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City of Davenport
Mike Matson, Mayor
Rick Dunn, Alderperson
Vacant, Alderperson
Randy Moore, Citizen
City of Rock Island
Mike Thoms, Mayor
Dylan Parker, Alderperson
City of Moline
Sangeetha Rayapati, Mayor
Vacant, Alderperson
City of Bettendorf
Robert Gallagher, Mayor
City of East Moline
Reggie Freeman, Mayor
City of Muscatine
Brad Bark, Mayor
City of Kewanee
Gary Moore, Mayor
City of Silvis; Villages of
Andalusia, Carbon Cliff,
Coal Valley, Cordova, Hampton,
Hillsdale, Milan, Oak Grove,
Port Byron, and Rapids City
Duane Dawson, Mayor, Milan
Cities of Aledo, Colona, Galva,
Geneseo; Villages of Alpha,
Andover, Annawan, Atkinson, Cambridge,
Keithsburg, New Boston, Orion,
Sherrard, Viola, Windsor, and Woodhull
Tim Wise, Mayor, Annawan
Cities of Blue Grass, Buffalo,
Eldridge, Fruitland, LeClaire,
Long Grove, McCausland,
Nichols, Princeton, Riverdale,
Walcott, West Liberty, and Wilton
Michael Limberg, Mayor, Long Grove

COUNTY REPRESENTATIVES:

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Kippy Breeden, Chair
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Vacant, Member
Mercer County
Vacant
Muscatine County
Scott Sauer, Chair
Jeff Sorensen, Member
Rock Island County
Richard "Quijas" Brunk, Chair
David Adams, Member
Drue Mielke, Member
Kim Callaway-Thompson, Citizen
Scott County
Ken Beck, Chair
John Maxwell, Member
Ross Paustian, Member
Jazmin Newton, Citizen

PROGRAM REPRESENTATIVES:

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Jerry Lack
Marcy Mendenhall
Eileen Roethler
Rick Schloemer
Bill Stoermer
Executive Director
Denise Bulat

MEMORANDUM

To: Scott Count Planning and Zoning Commission Members
From: David Kovarik, Planner
Date: December 20, 2023
RE: Rezoning Application submitted by Riverstone Group, Inc.

This memorandum is being submitted in response to a regional zoning review request from Scott County, Iowa. The Public Hearing is scheduled 5:30 p.m. on January 2, 2024 for the Planning and Zoning Commission. The applicant, Riverstone Group, Inc. of 4640 E. 56th Street, Davenport IA is requesting a rezoning from Agricultural-General (A-G) to Industrial (I) on two tracts of land totaling approximately 75.26 acres of land for development of a recycle yard for concrete and asphalt.

The property can be described as Part of the W 1/2 of the NE 1/4 of Section 35 of Sheridan Township (Scott County Tax Parcels 933505001, 933521001).

Having reviewed the information relevant to the proposed rezoning, the following items were ascertained. The parcel is located within the Quad Cities Metropolitan Planning Organization (MPO) Area. The closest major highway to the site is I-80, and is accessible via 90th Street to Hwy 61. There are no known short or long-range transportation projects scheduled/programmed in the direct vicinity of the parcel on I-80. The parcel does not appear to be located in a flood hazard area. The parcel does not appear to be located in a high earthquake incident area. The parcel is located in an airport-restricted zone, as it is directly adjacent to the southeast portion of the Davenport Municipal Airport. Mitigation of airborne particles should be considered. The proposed site is located 1.09 miles East of the Davenport Soccer Complex and 1 mile southwest from the Bettendorf Soccer Associate Complex. This parcel is not located on or near any mining complexes. The parcel is not located in a Drainage District. The parcel is located within an area that has a high probability of containing significant archeological findings. The proposed rezoning should not have an impact on historic sites or Indian mounds. There are no dedicated Iowa Nature Preserves or registered Land and Water Reserves indicated in the vicinity of this site. There is a Wildlife Management Area located 1.05 miles northeast (just above the Bettendorf Soccer complex) that consists of a small lake. The US Fish and Wildlife Service indicates there may be endangered animals at the site, but given its proximity to the airport, this is unlikely. The parcel is located in the extraterritorial jurisdictional area of the City of Davenport, and by other industrial developments as well as adjacent to residential development that have access to water and sewer that could be extended. The city has indicated the ability to serve the site with sewer and emergency services with interest in annexation. Industrial development should consider buffers to mitigate impacts on residential development.

Should you have any questions regarding this review, please contact me at (309) 793-6300 ext. 1139.

DK/sdg
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December 15, 2023

Alan Silas
Scott County Planning Development
600 West Fourth Street
Davenport, IA 52801

cc: Ken Beck, Chairman, Scott County Board of Supervisors
Mahesh Sharma, Scott County Administrator

RE: Rezoning Request | Riverstone Group
Part of the W ½ of the NE ¼ of Sec 35, Sheridan Township

Mr. Silas,

The City of Davenport received a public notice from Scott County Planning & Development regarding a proposed rezoning for land located at the southeast corner of Harrison Street and West 90th Street from Agricultural-General to Industrial.

The City of Davenport objects to the proposed rezoning petition for the following reasons:

1. A heavy industrial user in close proximity to the Davenport Municipal Airport and National Guard is a major concern. The potential dust creation and airborne debris may cause a hazard to aircraft arrivals, departures, and traffic patterns. Air pollution generated at the site can potentially damage aircraft and create unsafe aviation conditions for pilots and passengers. Allowing a potential aviation hazard to exist adjacent to the airport will be a detriment to overall airport operations. The loss of life due to equipment failure or lack of visibility is a real and significant concern.
2. The outside impacts produced by this development will be a detriment to the public health, safety, and welfare of the city airport and abutting residential neighborhoods in unincorporated Scott County. Heavy industrial users often produce noise, vibration, illumination, or particulate that is perceptible to adjacent land users.
3. The surrounding land uses are not compatible with the rezoning request. The Iowa Research, Commerce & Technology Park is directly to the south of the rezoning request, and is marketed for high-quality light industrial development that operates fully within an enclosed building. To the west is Genesis Systems, a

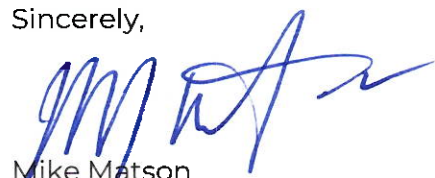
robotics manufacturing company. To the north is River Cities Business Park and is primarily warehousing and light manufacturing. The uses in the adjacent areas are more in line with the County's C-2 Commercial and Light Industrial District.

4. As previously stated, the property shares its boundaries with the City Limits to the north, south, and west. Davenport would like to have the opportunity to annex this land for future development.
5. To reiterate from the letter dated November 15, 2023 regarding the Future Land Use Map amendment, the City has the ability to accommodate future development of this site. The necessary utility infrastructure including sanitary sewer is already located on the property. A map is enclosed showing the existing 10-inch and 24-inch sanitary sewer mains located on the land. Emergency services are in place to support development of this area.

Davenport has a longstanding working relationship with the County in supporting areas ready to develop. We hope to continue this successful relationship for the mutual benefit of the region.

Please forward this letter to the Scott County Planning and Zoning Commission and Board of Supervisors as formal opposition. The City appreciates your time and consideration in this matter.

Sincerely,

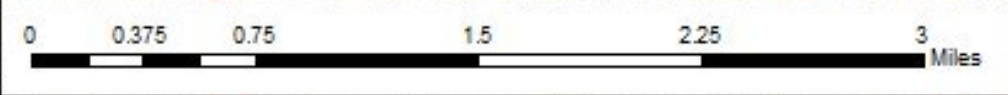


Mike Matson
Mayor

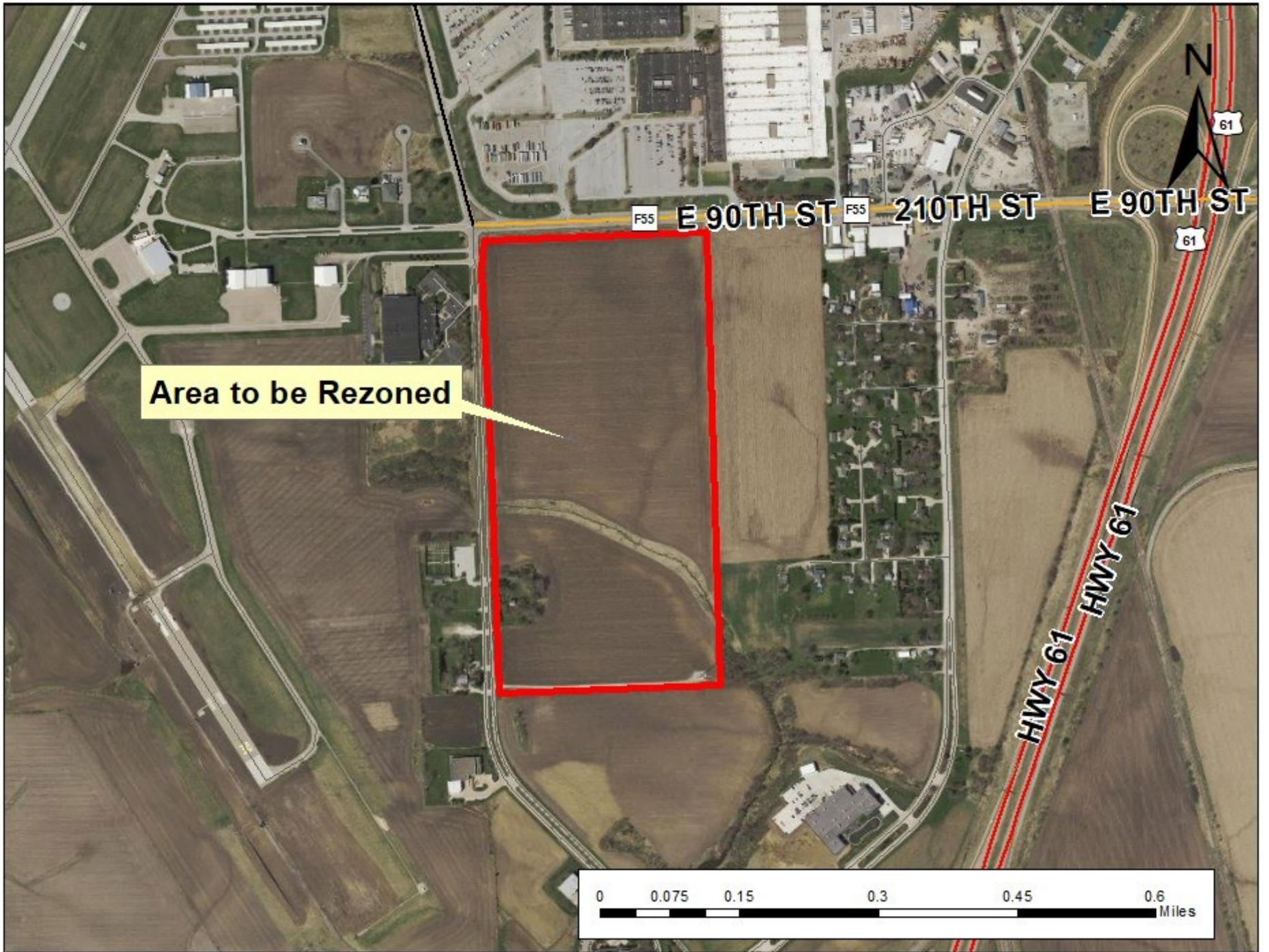
cc: Mallory Merritt, Interim City Administrator
Laura Berkley, Development & Planning Administrator

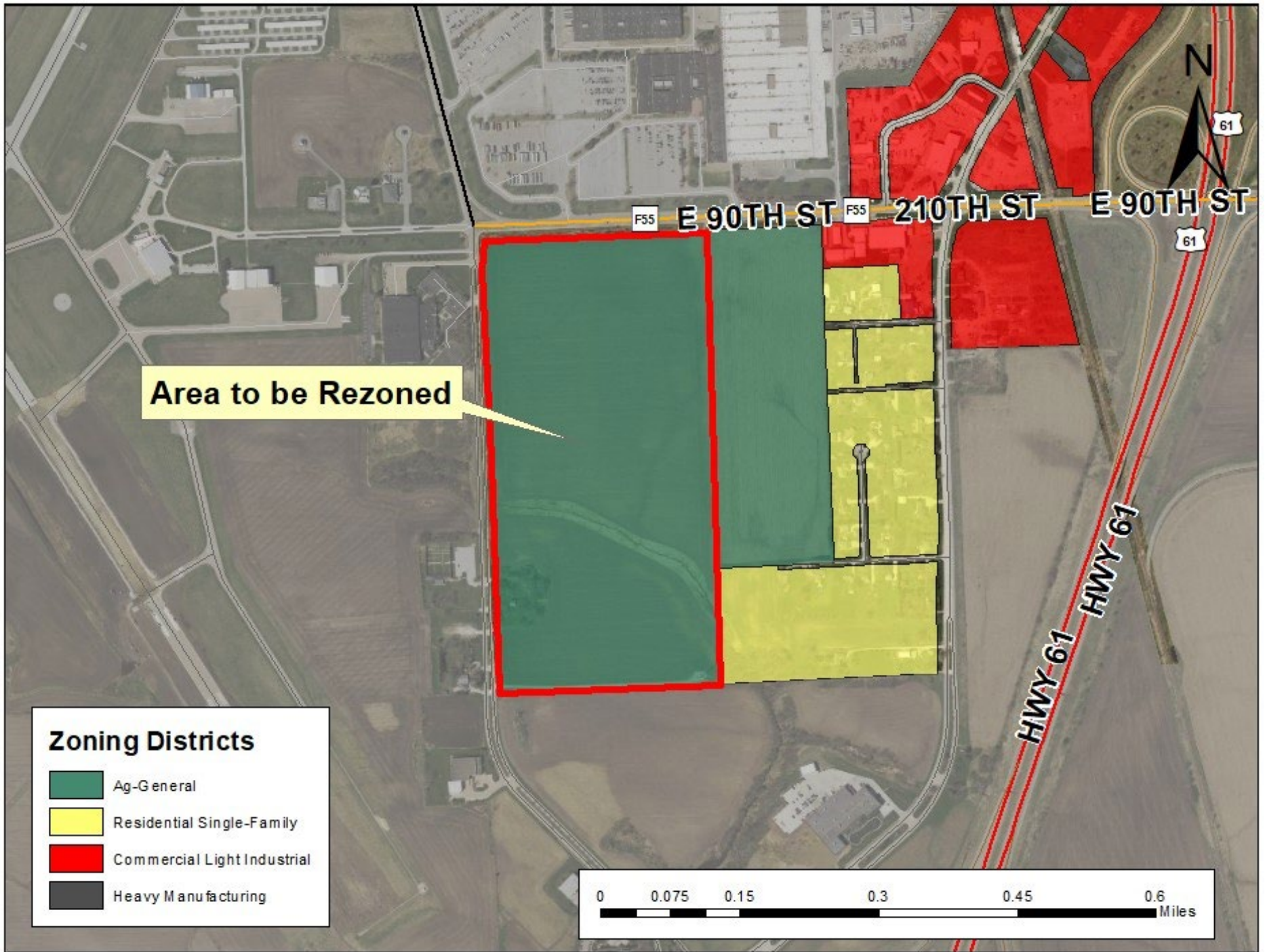


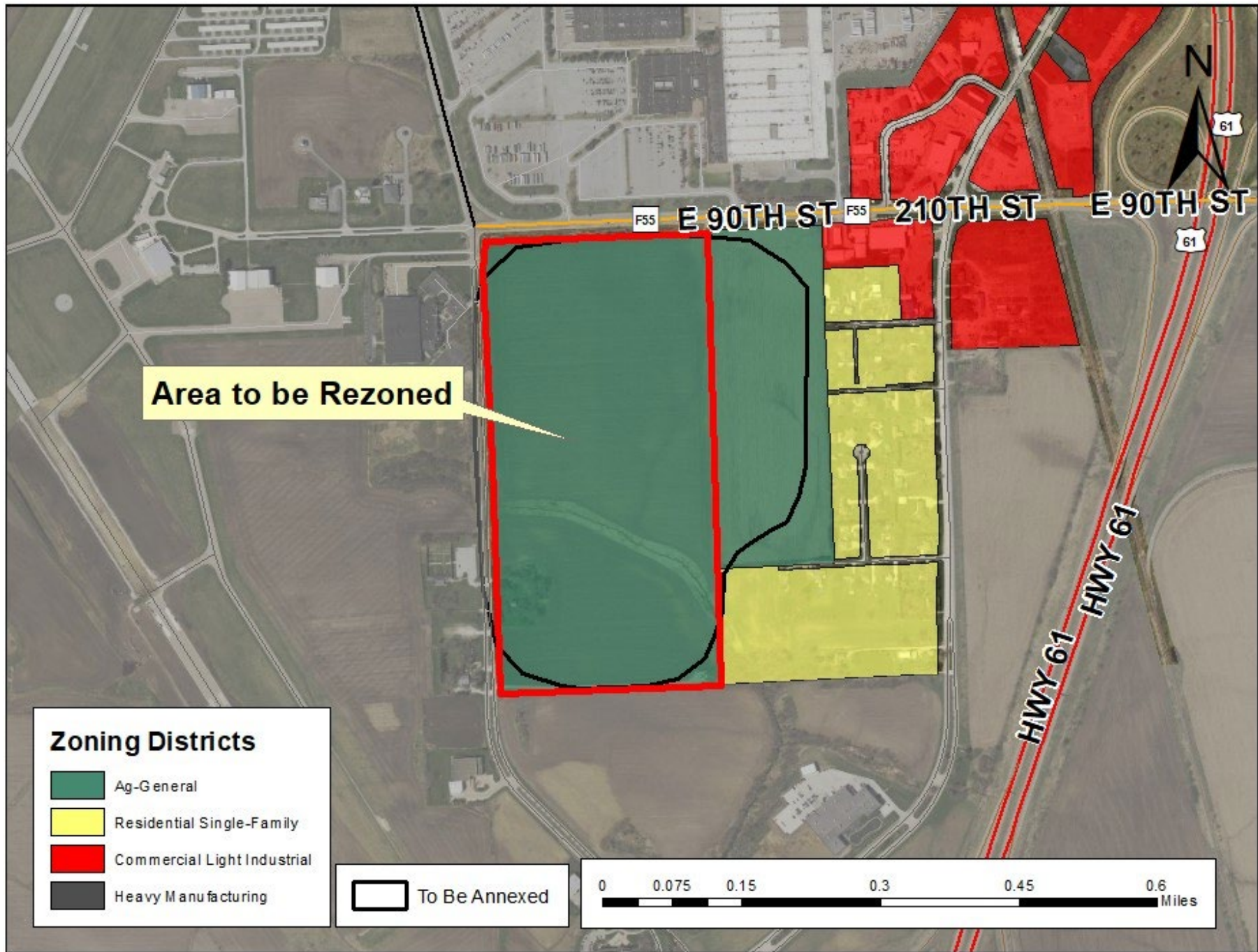
Area to be Rezoned











Prepared by: Scott County Planning and Development, 600 West Fourth Street, Davenport

Iowa SCOTT COUNTY ORDINANCE NO. 24-_____

AN ORDINANCE TO AMEND THE ZONING MAP BY REZONING APPROXIMATELY 75.26 ACRES IN SECTION 35, SHERIDAN TOWNSHIP FROM AGRICULTURAL-GENERAL (A-G) TO INDUSTRIAL (I), ALL WITHIN UNINCORPORATED SCOTT COUNTY.

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF SCOTT COUNTY IOWA:

Section 1. In accordance with Section 6-33 Scott County Code, the following described unit of real estate is hereby rezoned from Agricultural-General (A-G) to Industrial (I) to-wit:

Part of the North Half of the West Half of the Northeast Quarter of Section 35, in Township 79 North, Range 3 East of the 5th P.M. (Sheridan Township), Davenport, Iowa, being more particularly described as follows:

Commencing, as a point of reference, at the Northeast corner of the Northeast Quarter of said Section 35; thence North 87° -32' -55" East 60.00 feet along the North line of the Northeast Quarter of Section 35; thence South 02° -03' -25" East 80.00 feet to the POINT OF BEGINNING of the tract of land hereinafter described:

Thence North 87° -32' -55" East 1267.21 feet along the South right of way line of East 90th Street and now established in the City of Davenport, Iowa, to a point on the East line of the West Half of the Northeast Quarter of said Section 35;

Thence South 02° -02' -40" East 1253.90 feet along the East line of the West Half of the Northeast Quarter of said Section 35 to the point on the South line of the North half of the West Half of the Northeast Quarter of said Section 35;

Thence South 87° -32' -40" West 1281.92 feet along the South line of the North Half of the West Half of the Northeast Quarter of said Section 35 to a point on the East right of way line on Harrison Street as now established in the City of Davenport, Iowa:

Thence North 02° -03' -25" West 1056.76 feet along the East right of way line of said Harrison Street;

Thence North 06° -28' -25" East 101.12 feet along the East right of way line of said Harrison Street;

Thence North 02° -03' -25" West 97.30 feet along the East right of way of said Harrison to the point of beginning.

AND

The Southwest Quarter of the Northeast Quarter of Section 35 in Township 79 North, Range 3 East of the 5th P.M. (Sheridan Township), situated in Scott County, Iowa.

Section 2. This ordinance changing the above described land to Industrial (I) is approved.

Section 3. The County Auditor is directed to record this ordinance in the County Recorder's Office.

Section 4. Severability Clause. If any of the provisions of this Ordinance are for any reason illegal or void, then the lawful provisions of the Ordinance, which are separate from said unlawful provisions shall be and remain in full force and effect, the same as if the Ordinance contained no illegal or void provisions.

Section 5. Repealer. All ordinances or part of ordinances in conflict with the provisions of the Ordinance are hereby repealed.

Section 6. 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, Chair
Scott County Board of Supervisors

Kerri Tompkins, County Auditor

Facility & Support Services

600 West Fourth Street
Davenport, Iowa 52801
(563) 326-8738 (Voice) (563) 328-3245 Fax

Item 07
1/30/2024



~ Our Promise: Professional People, Solving Problems, High Performance

January 08, 2024

TO: Mahesh Sharma
County Administrator
FROM: Tammy Speidel, FMP
Director, FSS

RE: Approval Lease Agreement with Community Health Care at Scott County owned property at 902 W. 4th St Davenport, Iowa.

Mahesh,

As you are aware, Scott County was approached by Community Health Care with regards to potentially leasing a portion of the building that the County owns at 902 W. 4th St. Davenport.

As previously discussed, Community Health Care is operating a mobile clinic that primarily serves the medical needs of the homeless and transient population in the western downtown Davenport area.

As winter weather approached CHC desired to find a physical space that could serve this population, meet the guidelines of the City of Davenport zoning, and suit their needs for a more permanent space.

CHC indicated that they have a large patient base in this area and have found that providing medical care has increased overall health, reduced the number of ambulance calls and hospitalizations among those that they treat.

The proposed lease will allow FSS to continue to utilize the garage bay on the south side of the building, which meets the needs of FSS.

Kristina Lyon and Rhonda Oostenryk from the County Attorney's office have

reviewed the terms of the lease and find them legally sufficient to meet the intended purposes.

I recommend that the board approve the lease agreement with Community Health Care.

I plan to attend the next Committee of the Whole to answer questions.

CC: Chris Still, Facility Maintenance Manager
Daniel Mora, Custodial Coordinator

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

FEBRUARY 1, 2024

A RESOLUTION APPROVING THE LEASE OF APPROXIMATELY 1,000 SQUARE FEET OF PROPERTY LOCATED AT 902 WEST FOURTH STREET DAVENPORT, IOWA 52802 TO COMMUNITY HEALTH CARE.

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

- Section 1. That the lease of approximately 1,000 square feet of real estate, located at 902 West Fourth Street Davenport, IA (parcel G0062-01C) to Community Health Care for a period commencing February 5, 2024 through June 30, 2029 is hereby approved.
- Section 2. That the Facility and Support Services Director is hereby authorized to sign lease documents.
- Section 3. This resolution shall take effect immediately.

INFORMATION TECHNOLOGY
400 West Fourth Street
Davenport, Iowa 52801-1104

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

Item 08
1/30/2024



01/24/2024

To: Scott County Board of Supervisors
From: Ray Weiser, GIS Coordinator
Re: 2024 Regional Aerial Project

Scott County is not static. Human activities and natural forces continuously reshape our environment. As a tool to help manage this change, local governments across Iowa employ the use of aerial imagery, typically updating it in 2-5 year cycles. Scott County last flew aerials in April of 2019. It has been used to support the functions of several departments and is a key resource for constituents and local businesses.

In cooperation with the Bi-State Regional Commission, Scott County participated in a consortium of local governments to acquire new spring 2024 orthophotography and related photogrammetric products. Participation in the larger consortium provides savings due to economies of scale, shared costs for RFP development, adjacent community overlap, and joint funding opportunities.

DCI, Inc. provided RFP development and procurement services for the consortium and two firms responded to the RFP. After a thorough selection process including a technical ranking of RFP responses and on-site interviews, the consortium recommended the Surdex Corporation, the same firm that was hired by the consortium for the 2019 flight. In summary, Surdex scored very well with their 2024 technical proposal, offers lower pricing for the same services, and has a proven track record with the Consortium.

The photogrammetric products/services in the Surdex contract include:

- 3-inch (0.25 ft.) resolution natural color orthophotography.
- Ground control surveys including target paneling.
- QA/QC testing according to National Standard for Spatial Data Accuracy (NSSDA) guidelines.

For more information, please refer to the attached Contract Agreement. I respectfully recommend approval of the Contract Agreement with the Surdex Corporation in the amount of \$65,305 to acquire updated aerial imagery and related services.

Sincerely,

Ray Weiser
GIS Coordinator

Encl: Contract Agreement, Letter of Resolution



Scott County, Iowa
Geographic Information Systems
Information Technology Department

400 W 4th St Davenport, IA · 52801-1030
Office: 563/328-4137 · Mobile: 563/940-5012 · fax: 563/326-8669
email: gis@scottcountyiowa.gov · web: www.scottcountyiowa.gov

CONTRACT AGREEMENT

Bi-State Regional Aerial Mapping Project – Spring 2024
Scott County, Iowa

Date

January 22, 2024



SUBMITTED TO

Darrel Inskip
Ray Weiser

darrell.inskeep@scottcountyiowa.gov
ray.weiser@scottcountyiowa.com

SUBMITTED BY

Jack King

Business Development Representative

Mobile: (601) 405-4070

Office: (636) 368-4400

Email: Jack.King@surdex.com

Physical address:

520 Spirit of St. Louis Blvd. Chesterfield,
MO 63005

Mailing address: P.O. Box 3980
Chesterfield, MO 63006-3980

CONTRACT

Scott County, Iowa

Bi-State Regional Aerial Mapping Project – Spring 2024



PROJECT AREA

The project area includes approximately 553 square miles located in Scott County, Iowa, and the surrounding area. The exact area of interest (AOI) is shown on the boundary diagram later in this proposal. Prior to mobilization of acquisition assets and production, Surdex will require confirmation of the contractual project limits.

DIGITAL AERIAL PHOTOGRAPHY

Surdex aircraft will capture aerial photography of your area of interest. Each aircraft is equipped with high-precision digital aerial mapping sensors. The acquisition plan will be designed to achieve photogrammetric accuracies based on the known requirements in the Bi-State Regional Aerial Mapping Project – Spring 2024 contract and generally accepted industry practices. Surdex's image sensors are equipped with forward motion compensation and gyro-mount sensor leveling features. To supplement the required photogrammetric ground control, all aircraft and sensors are equipped with Global Navigation Satellite System (GNSS) navigation and Inertial Navigation System (INS) technology. Surdex's direct digital sensors capture Panchromatic (PAN), Red, Green, Blue (RGB) and near Infrared (IR) bands simultaneously. Processing and delivery of supplemental image bands is available upon request for an additional charge.

Acquisition Conditions: Surdex will acquire imagery when the sky is free of clouds, cloud shadows and atmospheric haze, generally between 10:00 a.m. and 2:00 p.m. and/or when the sun angle is greater than 30 degrees.

GROUND CONTROL SURVEYS

Surdex will perform ground surveys to support this geospatial data production project. This surveying will be performed to an accuracy and density required to support the mapping project requirements.

TRIANGULATION

All aerial imagery collected for this project will be processed through an analytical triangulation solution that is controlled to ground survey points.

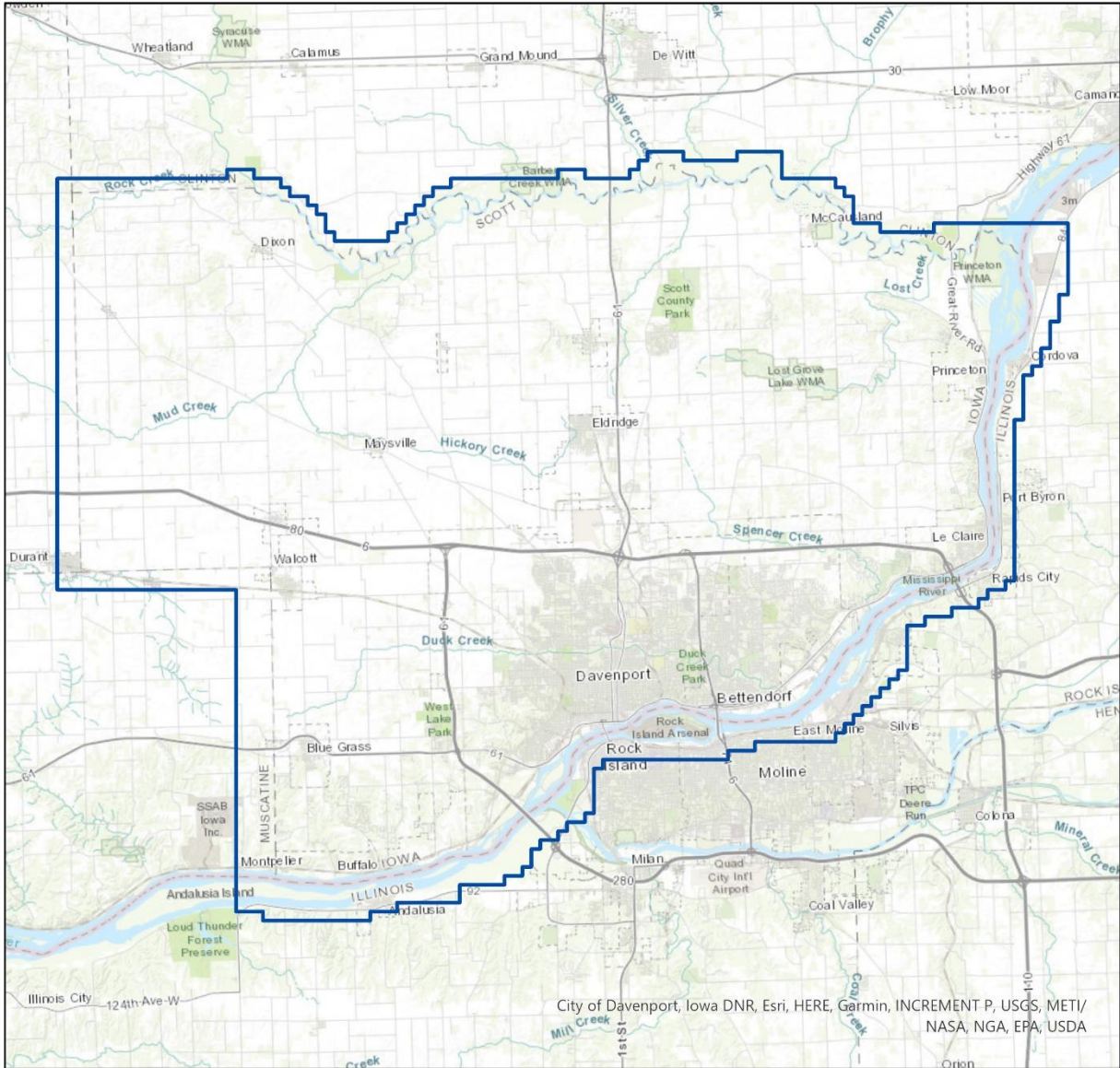
CONTRACT

Scott County, Iowa

Bi-State Regional Aerial Mapping Project – Spring 2024

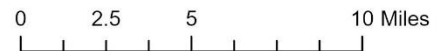


BI-STATE REGIONAL AERIAL MAPPING PROJECT - SPRING 2024 SCOTT COUNTY, IOWA



Legend

 Scott County deliverable area



CONTRACT

Scott County, Iowa

Bi-State Regional Aerial Mapping Project – Spring 2024



ORTHOIMAGERY MAPPING

Surdex will produce digital orthorectified aerial image tiles consistent with the shapefile area of interest (AOI) and tile layout provided by Scott County. The orthoimage tiles will be provided at a horizontal scale of 1"=50' at a ground resolution of 0.25'. Unless specifically requested in writing, Surdex reserves the right to utilize, if available, any existing elevation model deemed suitable for orthorectification to meet the contractual accuracy requirements as stated. If suitable elevation data is not available, Surdex will generate a new elevation model using manual and automated photogrammetric techniques. If requested, Surdex will deliver the elevation model used in the orthorectification process. To improve efficiency of client acceptance, Surdex may provide, at its discretion, seamline data for reference. Standard image format shall be GeoTIFF and JPEG 2000. Additional image formats are available. An additional charge may be required for additional formatting or processing.

PRODUCT ACCURACY

The products provided under this proposal will meet or exceed the horizontal and/or vertical accuracies as listed below.

IMAGERY ACCURACY REQUIREMENTS		
GSD	HORIZONTAL ACCURACY	CONFIDENCE LEVEL
0.25'	1.5'	95%

CONTRACT

Scott County, Iowa

Bi-State Regional Aerial Mapping Project – Spring 2024



SCHEDULE

SCHEDULE		
TASK	START DATE	END DATE
ORTHOIMAGERY		
SURVEY PLANNING / CONTROL	February 15, 2024	March 1, 2024
FLIGHT ACQUISITION	March 15, 2024	April 20, 2024
AEROTRIANGULATION	March 20, 2024	April 30, 2024
ORTHO PRODUCTION	April 30, 2024	October 31, 2024
ORTHO PILOT DELIVERABLES	May 20, 2024	
PRELIM DELIVERY + CLIENT REVIEW	August 31, 2024	September 30, 2024
ORTHO FINAL DELIVERABLES	October 1, 2024	October 31, 2024
LIDAR		
SURVEY PLANNING / CONTROL	February 15, 2024	March 1, 2024
FLIGHT ACQUISITION	February 1, 2024	February 28, 2024
LIDAR PRODUCTION	March 1, 2024	May 15, 2024
LIDAR PILOT DELIVERABLES	March 15, 2024	
PRELIM DELIVERY + CLIENT REVIEW	April 1, 2024	April 30, 2024
LIDAR FINAL DELIVERABLES	May 1, 2024	May 15, 2024

CONTRACT

Scott County, Iowa

Bi-State Regional Aerial Mapping Project – Spring 2024



FEE SCHEDULE

FEE SCHEDULE		
SERVICES	SPECIFICATIONS AND DELIVERABLES	PRICE
AERIAL IMAGE ACQUISITION	For 0.25' GSD imagery	\$28,543
COLOR DIGITAL ORTHO TILES	0.25' GSD color orthoimagery 1"=50' mapping scale	\$33,611
NGS DATUM CHANGE (2026)*	For 0.25' GSD color digital ortho tiles (above)	\$2,400
ESRI ARCGIS TILE CACHE	Base product	\$0
	NGS datum change (2026)*	\$500
MRSID COMPRESSED IMAGERY	Base product	\$0
	NGS datum change (2026)*	\$250
TOTAL		\$65,304

*To be paid after completion

**Total to be determined based on final service selections

Proposal is good for Sixty (60) days from date of proposal.

DELIVERY ITEMS

The following delivery items are included in the fee schedule. Additional acquisition and/or QA/QC reports, as well as ground control data, can also be provided as appropriate.

Digital Orthoimagery

- Aerial triangulation report (including ASCII file of all points, two hardcopy reports, and one PDF report)
- Flight photo index in geo-referenced AutoCAD and Esri shapefile formats
- Surface model in Esri 3D shapefile and ASCII formats (upon request)
- Orthoimagery tiles in uncompressed GeoTIFF and compressed JPEG 2000 formats
- MrSID gen 4 compressed imagery (OPTION)
- Esri ArcGIS tile cache (OPTION)
- FGDC-compliant metadata in XML and HTML formats

CONTRACT

Scott County, Iowa

Bi-State Regional Aerial Mapping Project – Spring 2024



SURDEX CORPORATION

SCOTT COUNTY, IOWA

Signature 

Signature _____

Date 1/22/2024

Date _____

HELP US PREVENT PAYMENT FRAUD – Surdex will adhere to the original payment processing method in our contract. Surdex will not contact you to change payment processing methods. Surdex requests all questions or concerns be directed to Surdex Corporation, Accounting.

CONTRACT

Scott County, Iowa

Bi-State Regional Aerial Mapping Project – Spring 2024



TECHNICAL PROPOSAL

SURDEX CORPORATION

Bi-State Regional Aerial Mapping Project – Spring 2024

Section 10: Cost Proposal Forms

10.1 2024 Scott County COST PROPOSAL FORM

Vendors are requested to submit costs per Item as listed below considering and incorporating all specifications, considerations, and requirements previously set forth in this document.

After the final project vendor selection has been made; Scott County may modify their scope of services to negotiate a revised contract amount.

See Attachment "11.2" for the 2024 Scott County extents.

<u>Base Cost</u>	<u>Cost per Sq/mi</u>	<u>Total Cost</u>
Item 1: Aerial Image Acquisition 3,000ft AMT flights. <ul style="list-style-type: none">See Section 3.10 for Deliverables.	\$ 70.69	\$ 28,543
Item 2: Color Digital Ortho Tiles 0.25ft GSD pixels <ul style="list-style-type: none">Flight Coverage – 403.78 sq mi (5,003 tiles).Deliverable area – 553.36 sq mi (6,856 tiles).See Section 4.7 for Deliverables.Uncompressed GeoTIFF & Compressed JPEG 2000.Rural Ortho Pilot Project. (See Section 7.1)	\$ 83.24	\$ 33,611
Item 3: NGS Datum Change (2026) <ul style="list-style-type: none">Work to be completed after NGS releases NATRF2022 mid-year 2025.See Section 1.4 and Section 4.3.3		\$ 2,400
Options		
Item 4: ESRI ArcGIS Tile Cache <ul style="list-style-type: none">Countywide including Davenport and BettendorfDeliverable area – 553.36 sq mi (6,856 tiles).See Section 4.7.7 for Deliverables.NGS Datum Change (2026)		\$ 0 \$ 500
Item 5: MrSID Compressed Image <ul style="list-style-type: none">Countywide Including Davenport and BettendorfDeliverable area – 553.36 sq mi (6,856 tiles).See Section 4.7.5 for Deliverables.NGS Datum Change (2026)		\$ 0 \$ 250

Please note: All digital products shall be delivered on USB 3.0 external thumb drives.

This document was prepared by Dan Corbin, Inc. for use by the Bi-State Regional Commission

CONTRACT

Scott County, Iowa

Bi-State Regional Aerial Mapping Project – Spring 2024



TERMS AND CONDITIONS

The following terms and conditions are incorporated in and together with the proposal become a part of the contract between Client and Surdex Corporation ("Surdex"). Both parties agree as follows:

REQUEST FOR PROPOSALS: BI-STATE REGIONAL AERIAL MAPPING PROJECT SPRING 2024

The specifications and requirements of both the 08/30/2023 Request for Proposals (RFP), Bi-State Regional Aerial Mapping Project Spring 2024 and the Surdex Proposal submitted on 09/29/2023 for the referenced RFP are all included in the terms and conditions for this contract.

This contract includes a one-year warranty period following the final deliveries.

ACCESS

Client shall arrange for access to and make all provisions for Surdex to enter upon all public and private lands as required for Surdex to perform its services.

INVOICES / PAYMENT SCHEDULE

Client is solely responsible for payment of services; payment will in no way be conditional upon Client receipt of payment from another party. Payment schedule is to be:

- Payment due within 30 days of invoice date.
- 60% due upon completion of acquisition, 40% due upon final delivery.

TERMS / INTEREST / LATE PAYMENT

Payment shall be due 30 days after receipt of an invoice. Interest shall accrue on past due invoices at the rate of 1½ percent per month (18% per annum), or the maximum rate allowed by law, whichever is less, from the date that payment was first due.

Payments shall be applied first to accrued interest and then to unpaid principal. Client agrees to pay Surdex's fees, costs, and other reasonable expenses, including attorney's fees, incurred in any efforts to enforce any provision of this Agreement, including efforts to compel payment of past due amounts.

If a project is inactive for more than 45 days, Surdex may suspend the services and bill Client for all services performed to date.

TAXES

If Client does not provide evidence of tax exempt status prior to commencement of any services by Surdex, then Client shall be responsible for any and all taxes in connection with such services.

SURDEX'S INSURANCE REQUIREMENTS

Surdex shall maintain in force throughout the term of this Agreement insurance of the types and in the minimum amounts set forth below.

- 1) WORKERS COMPENSATION: Statutory Coverage, including Employer's Liability with minimum limits of \$1,000,000.
- 2) COMMERCIAL GENERAL LIABILITY: \$2,000,000 Combined Single Limit per occurrence for Bodily Injury, Personal Injury, and Property Damages, including Contractual Liability covering Surdex's indemnification obligations in this Agreement.
- 3) COMPREHENSIVE AUTOMOBILE LIABILITY: \$1,000,000 Combined Single Limit per accident including any auto, all owned autos, hired autos and non-owned autos.
- 4) PROFESSIONAL LIABILITY: \$2,000,000.
- 5) AIRCRAFT LIABILITY: \$10,000,000, if aircraft are employed.
- 6) VALUABLE PAPERS: \$150,000.

INDEMNITY

Surdex agrees to indemnify, defend and hold Client harmless from and against any and all claims, demands, suits, damages, and costs (including attorney' fees and cost of defense) due to bodily injury or property damages arising directly out of Surdex's negligence, but only to the extent that such indemnity is covered by Surdex's CGL or Professional Liability insurance.

As a material part of the consideration to Surdex, Surdex assumes all risk of damage to its property or injury to persons, including its agents, contractors and employees in performance of Services hereunder, and Surdex hereby waives all claims in respect thereof against Client, except for any claim arising out of Client's negligence or willful misconduct. As used in this Section, the term "Client" shall include Client's employees, agents and contractors, if applicable, and "Surdex" shall include Surdex's employees, agents and contractors, if applicable.

Client agrees to indemnify, defend and hold Surdex harmless from and against any and all claims, demands, suits, damages, and costs (including attorney' fees and cost of defense) due to bodily injury or property damages arising directly out of Client's negligence.

CONTRACT

Scott County, Iowa

Bi-State Regional Aerial Mapping Project – Spring 2024



TESTING

This contract includes a minimum 9-month window after completion of the services to perform field testing.

Client shall independently verify the accuracy of Surdex's services prior to using or relying on the same (or providing the same to others for any reason), and in an event no later than six (6) months after completion of the services (the "Claim Period").

If Client fails to take commercially reasonable efforts to verify the accuracy of Surdex's services as required herein, then Client shall be deemed to have waived all claims and rights of recovery against Surdex.

RIGHT TO CURE

If Client discovers errors in the deliverables within the Claim Period, Client shall promptly notify Surdex, and Surdex shall have the right to correct or repair for ninety (90) days after receipt of Client's notice (or such longer period if 90 days is insufficient) at Surdex's sole cost.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, Surdex's total aggregate liability to the Client arising out of this Agreement, whether arising in contract, warranty, tort (including negligence), strict liability, or otherwise, is limited to the Total Price paid to Surdex for this contract.

In the event of timely notice of any deficiencies, Surdex's liability extends only to correcting Surdex-related deficiencies and will in no case exceed the original fee, nor will it include any subsequent costs incurred by the client or others; said warranty does not extend to services, data, or control information provided by the client.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER CLIENT NOR SURDEX SHALL BE LIABLE TO THE OTHER FOR, AND EACH EXPRESSLY WAIVES THE RIGHT TO RECOVER, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

OTHER

Any services being provided to Client by Surdex may be terminated by either party upon ten (10) business days' prior written notice, and in such event Surdex shall be paid by Client for all services performed up to and including the termination date, including reimbursable expenses.

FORCE MAJEURE

Neither Client nor Surdex shall be liable to the other for damages or delay in performance caused by acts of God, weather, strikes, labor disputes, accidents or any other event beyond the control of the other or its employees and agents.

ARBITRATION

All disputes arising out of or relating to this Agreement shall be decided by arbitration, in accordance with the rules of the American Arbitration Association. The prevailing party shall be awarded attorneys' fees and costs.

OWNERSHIP OF WORK PAPERS

Surdex agrees that all materials, reports, drawings, studies, specifications, estimates, maps, computer data tapes, computations and other materials prepared by or for Client under the terms of this Agreement shall upon proper payment by Client to Surdex become the property of the Client. However, any processes, procedures, programs, software, or similar practices of Surdex, whether developed prior to or during the project, shall remain the property of Surdex until sold or licensed to Client for its use or use by others for separate compensation. Client shall not alter the same in any manner and shall waive any claim against Surdex and shall, to the fullest extent permitted by law, indemnify, defend, and hold Surdex harmless from any claim or liability for injury or loss arising from unauthorized alteration of Surdex's work product.

CONFIDENTIALITY

Surdex shall keep confidential all information obtained from and designated as confidential by Client and shall not divulge any confidential information concerning the Project to any person or entity (other than Surdex's subcontractors, employees or other persons or entities to the extent necessary to complete the services) unless written approval is granted by the Client or as ordered by a court of competent jurisdiction.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Should a conflict of terms arise from agreed to provisions, the terms of this agreement shall prevail.

EXECUTION

Upon signing of this document, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

FEBRUARY 1, 2024

APPROVAL OF CONTRACT WITH SURDEX CORPORATION FOR ACQUISITION OF
3" DIGITAL ORTHOPHOTOGRAPHY.

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

- Section 1. That the contract in the amount of \$65,304 with the Surdex Corporation for acquisition of 3" countywide orthophotography products and services is hereby approved.
- Section 2. That the Chairman is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect immediately.



Scott County Health Department

600 W. 4th Street | Davenport, IA 52801-1003 | P. 563-326-8618 | F. 563-326-8774
health@scottcountyiowa.gov | www.scottcountyiowa.gov/health

January 3, 2024

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

On December 21, 2023, the Scott County Board of Health discussed Scott County Code of Ordinances Chapter 28 – Emergency Medical Services considering the transition of MEDIC EMS to a unit of Scott County Government and based upon recommendations from the Scott County transition team as well as consultants from Public Consulting Group (PCG). Following the discussion, the Board of Health unanimously approved a recommendation to repeal Chapter 28 be submitted to the Board of Supervisors for consideration after January 1, 2024; one BOH member was absent.

As a result of the ordinance repeal, the following would occur:

- Scott County issued EMS licenses would become null and void. All license holders would be notified of the change and future Scott County licensing activities would cease. The Iowa Department of Health and Human Services requires EMS service providers to be licensed currently and would become the only licensing authority for EMS in Scott County.
- Dispatch of EMS for emergency events will continue to be the responsibility of Scott Emergency Communications Center (SECC) according to its policies and procedures.
- Assignment of exclusive service areas to individual emergency medical services serving Scott County will end. Currently, MEDIC EMS is assigned to the majority of Scott County, with Durant Ambulance, Bennett Ambulance, and Wheatland Ambulance assigned to small portions of Northwest Scott County. These relationships will remain with SECC continuing to dispatch the EMS service with the quickest response time to serve Scott County residents in these areas. Scott County will continue to provide limited financial support to these entities for their role in maintaining the Scott County EMS infrastructure.
- Non-emergency transports will be governed by contracts and agreements maintained between private entities and individual EMS entities.

Chapter 28 was established during a challenging time for EMS service delivery and later revised to provide assurances that emergency transport services were available for all of Scott County. At this time, the infrastructure that has been built at the state and local level is in place to provide these same assurances without another level of oversight.

In consultation with Scott County Assistant Attorney, Kristina Lyon, I recommend that the Board of Supervisors set a public hearing for the repeal on February 1, 2024 or a date determined by the Board of Supervisors. I will be at the Committee of the Whole meeting to answer questions.



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, Chairman
Scott County Board of Supervisors

ATTESTED BY:

Kerri Tompkins
Scott County Auditor



Scott County Health Department

600 W. 4th Street | Davenport, IA 52801-1003 | P. 563-326-8618 | F. 563-326-8774
health@scottcountyiowa.gov | www.scottcountyiowa.gov/health

January 22, 2024

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

RE: Memorandum of Understanding Between Barbara Harre, MD, and Scott County

Attached you will find a copy of the Memorandum of Understanding with Dr. Barbara Harre, the County Medical Examiner, for medical examiner services during the current term of appointment.

Dr. Barbara Harre is the appointed County Medical Examiner for Scott County under Iowa Code 331.801(1). For a number of reasons, a signed agreement was unable to be obtained prior to the start of Dr. Harre's current appointment which began in January 2023. Dr. Harre has signed this agreement that will cover the remainder of her current term as Medical Examiner.

I ask that the agreement be placed on Board of Supervisors Committee of the Whole Agenda on January 30, 2024 for approval on February 1, 2024. The Agreement has been reviewed by the County Attorney's Office.

Memorandum of Understanding
Between Scott County and Barbara Harre, MD

This memorandum of understanding is entered into this 1st day of February, 2024, between Scott County, Iowa (hereinafter County) and Barbara Harre, MD (hereinafter County Medical Examiner) regarding duties and expenses of the County Medical Examiner.

Whereas, the County has appointed Barbara Harre as the Medical Examiner for Scott County;

Whereas, Iowa Code Section 331 Part 8 and Iowa Administrative Code 641 Chapter 127 broadly define the duties and expenses of the office of the County Medical Examiner the parties desire additional clarification;

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

I. Definitions

- A. "Confidential Information": Records required by Iowa Code, Chapter 22.7, to be kept confidential.
- B. "County Medical Examiner": a medical or osteopathic physician or surgeon licensed in the state of Iowa and appointed by the board of supervisors to serve in this capacity as defined in Iowa Administrative Code, Chapter 641-127.1.
- C. "Deputy County Medical Examiner": an individual appointed by a county medical examiner, with approval by the board of supervisors and the state medical examiner, to assist the county medical examiner in the performance of the county medical examiner's duties.
- D. "County Medical Examiner investigator": an individual appointed by a county medical examiner, with approval by the board of supervisors and the state medical examiner, to serve under the supervision of a county medical examiner to assist in death investigations as outlined in Iowa Administrative Code, Chapter 641-127.

II. Fulfillment of Agreement Responsibilities

- A. County has designated the Scott County Health Department to be the department to provide administrative support and assure financial reimbursement is provided as appropriate to this Agreement. The Health Director is the designated Scott County Health Department official for this role. The Scott County Health Department hereinafter will be referred to as "Health Department".

Barbara Harre, MD is the individual responsible for medical administrative matters of this Agreement.

III. Term of Agreement

- A. The term of this Agreement shall be concurrent with the County Medical Examiner's (CME) term of appointment.
- B. This agreement may be amended in whole or in part, or terminated, by mutual consent of the parties, provided that no such amendment or termination shall become effective unless in writing and properly executed by the parties.

IV. County Medical Examiner Scope of Services

- A. Provide the County with the services set forth under Iowa Code 331.801-331.805. CME shall provide these services in person or may appoint such Deputy Scott County Medical Examiner(s) (DCME) and Scott County Medical Examiner Investigator(s) (CME-I) as believed expedient to assist in performance of such services; provided that any such DCME or CMEI meets qualifications outlined in Iowa Administrative Code 127.
- B. Utilize the County contracted funeral home for transportation of bodies to/from the autopsy location designated by the CME to the funeral home designated by a relative or friend of the decedent for burial or appropriate disposition.
- C. Approve and submit claims to Health Department for fees of DCME and CME-I for services provided pursuant to this Agreement, and payment for such claim shall be made directly to the DCME and CME-I by County.
- D. Transfer final case files to Health Department for permanent record storage in electronic content management system.
- E. In collaboration with Health Department, coordinate twenty-four hours a day, seven days a week coverage for the investigation of deaths occurring in Scott County, Iowa, which affects the public interest as required in subsection 331.802(3), Code of Iowa, personally, or through duly appointed deputy medical examiners or investigators.

V. County Scope of Services

- A. Provide limited information technology support to include:

- i. Computer laptop/notebook and county e-mail address for CME, DCME and CME-I solely for use regarding County appointed official business and controlled by Scott County Information Technology;
 - 1. Scott County Information Technology is not responsible for network connectivity outside of the Scott County Network.
 - 2. Scott County Information Technology is not responsible for providing on-site support at a location other than an official County building (Scott County Administrative Center or Scott County Courthouse).
 - ii. Remote access to the medical examiner directory on the Scott County network and to the electronic content management software for electronic record storage.
- B. Provide permanent electronic storage of Medical Examiner Program case files in electronic content management software.
- C. Provide administrative support for the Medical Examiner Program through Health Department staff as defined in Appendix A.

VI. Manner of Financing

- A. County agrees to reimburse CME and DCME for provision, pursuant to this Agreement, of the services set forth in Section IV herein by CME and/or DCME at the rates outlined in Appendix B per death investigated with written report of findings set forth in Section IV of this Agreement.
- B. County shall pay an additional fee to CME to support program management responsibilities performed in the appointed role of CME as outlined in Appendix B.
- C. County shall pay CME-I a fee per death investigated as listed in Appendix B. CME has the option to designate a lead CME-I. The level of compensation for the lead CME-I is higher to support additional uncompensated casework that occurs while training any newly appointed CME-I.
- D. County shall separately pay the fees and costs of any autopsy requested by CME pursuant to this Agreement and performed by a person other than CME or DCME.
- E. Costs for issuance of cremation permits pursuant to Section 331.805(3)(b), Code of Iowa, shall be established by CME, not to exceed Seventy-Five Dollars (\$75.00) per permit issued. Such costs shall be borne by the family, next of kin, guardian of the decedent, or other person as provided in Section 331.805(3)(b), and shall be

retained by CME or DCME signing the permit.

VII. Indemnification

- A. Pursuant to Section 670.8, Code of Iowa, the County shall defend, save harmless and indemnify CME, DCME and/or CME-I against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of official duties. However, this agreement to save harmless and indemnify shall not apply to awards for punitive damages. Also, this agreement to save harmless and indemnify shall not apply and County is entitled to restitution by CME, DCME and/or CME-I if, in an action commenced by County against CME, DCME and/or CME-I, it is determined that the conduct of the CME, DCME, and/or CME-I upon which the tort claim or demand was based constituted a willful and wanton act or omission. This agreement to defend, save harmless and indemnify shall apply whether or not County is a party to the action and shall include but not be limited to cases arising under Title 42 United States Code Section 1983. In the event CME, DCME, and/or CME-I fails to cooperate in the defense against the claim or demand, County shall have a right of indemnification against CME, DCME, and/or CME-I.

VIII. Independent Contractor Status

- A. This Agreement recognizes that CME, DCME, and CME-I are independent contractors and will not be considered employees of Scott County, Iowa, for any purpose.
- B. CME understands and agrees that the County will not withhold from compensation payable to CME, DCME and CME-I under this Agreement any sum for income tax, unemployment insurance, social security or other withholding pursuant to law.
- C. Each party agrees to indemnify and hold the other harmless from any liability arising out of the failure by the other party to withhold federal and state income taxes, unemployment and social security taxes as may be applicable.

IX. Entire Agreement

- A. This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto.

Partial Invalidity

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Governing Law and Jurisdiction

This Agreement shall be governed by, and construed under, the laws of the State of Iowa. Jurisdiction and venue for all purposes shall be in the County of Scott, State of Iowa.

**For and on behalf of the Scott County
Board of Supervisors:**

**By: _____
Chairperson**

**For and on behalf of Medical
Examiner:**

**By: Barbara Harre MD
Barbara Harre, MD**

Administrative Support to Medical Examiner Program

The Scott County Health Department has designated its Senior Administrative Assistant (SAA) staff position to support the administrative needs of the Medical Examiner (ME) Program. The SAA job duties are not exclusively to serve the ME Program.

The SAA shall:

- Support County Medical Examiner (CME), Deputy Medical Examiners (DCME), and County Medical Examiner Investigators (CME-I) during official Scott County work hours, Monday through Friday, 8:00 AM to 4:30 PM, excluding official County holidays: <https://www.scottcountyiowa.gov/hr/holiday-schedule>.
- Notify CME in advance of scheduled multi-day absences from the office (vacation).
- Respond to after-hours requests, as able, when an emergency situation requires an immediate response; Health Department duty officer may be contacted by CME at 563.326.8613 if SAA is unavailable to respond.
- Assist in the development of program procedures.
- Draft and administer correspondence.
- Coordinate with ME Program transportation providers.
- Secure reports from external sources such as the State ME Office.
- Research and report on ME Program operations in other Iowa jurisdictions as part of program improvement efforts.
- Respond to calls for information from the public with high levels of compassion, confidentiality, and understanding of information eligible to share.
- Work with the Scott County IT Department and software vendors to coordinate updates and resolve issues with ME Program utilized software.
- Participate in and facilitate appointment process (county/state) and orientation for new ME office appointees.
- Verify legality of releasing information.
- Maintain calendars and prepare meeting arrangements/logistics for ME Program.
- Schedule software training and assist ME Office appointees with basic computer and software operations.
- Coordinate ME Office communication including with County Attorney's Office, families/next of kin, law enforcement, insurance companies, lawyers, State Medical Examiner's Office, etc.
- Prepare and/or process accounts receivable billings and accounts payable invoices for the ME Office.

The SAA shall not:

- Identify individuals to fill the role of DCME or ME-I.
- Oversee the performance of DCME/ME-I.
- Be listed via phone or email as the "official" contact for Scott County ME Office on the Scott County website or any other public facing publication.

- Work more than 12 hours per month physically onsite at the Medical Examiner's Office to address program operations.
- Perform case investigation data entry into IVES.
- Process cremation permits for CME or DCME.
- Be considered an employee of the ME Office; all employment functions will be managed by Scott County. ME will have opportunity to provide feedback to SAA's manager to include in SAA performance evaluation. Concerns regarding performance of job responsibilities shall be communicated to the SCHD Health Director and/or Fiscal Manager.

Scott County Medical Examiner Fee Schedule
January 1, 2023 – June 30, 2023

Service	Fee per Case
Investigation by Medical Examiner/Deputy Medical Examiner	\$265
Investigation by Lead Medical Examiner Investigator (as designated by CME)	\$100
Investigation by Medical Examiner Investigator	\$85
Case follow-up by Medical Examiner/Deputy Medical Examiner following investigation by Medical Examiner Investigators	\$190
Program Management by Medical Examiner	\$500 per month

Scott County Medical Examiner Fee Schedule
July 1, 2023 – June 30, 2024

Service	Fee per Case
Investigation by Medical Examiner/Deputy Medical Examiner	\$265
Investigation by Lead Medical Examiner Investigator (as designated by CME)	\$100
Investigation by Medical Examiner Investigator	\$85
Case follow-up by Medical Examiner/Deputy Medical Examiner following investigation by Medical Examiner Investigators	\$190
Program Management by Medical Examiner	\$500 per month

Scott County Medical Examiner Fee Schedule
July 1, 2024 – December 31, 2024 Proposed

Service	Fee per Case
Investigation by Medical Examiner/Deputy Medical Examiner	\$270
Investigation by Lead Medical Examiner Investigator (as designated by CME)	\$110
Investigation by Medical Examiner Investigator	\$95
Case follow-up by Medical Examiner/Deputy Medical Examiner following investigation by Medical Examiner Investigators	\$195
Program Management by Medical Examiner	\$525 per month

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 1, 2024

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH COUNTY MEDICAL
EXAMINER

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

Section 1. That the Memorandum of Understanding between Dr. Barbara Harre and Scott County for Medical Examiner services is hereby approved.

Section 2. This resolution shall take effect immediately.



Scott County Health Department

600 W. 4th Street | Davenport, IA 52801-1003 | P. 563-326-8618 | F. 563-326-8774
health@scottcountyiowa.gov | www.scottcountyiowa.gov/health

January 22, 2024

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

RE: 28E Agreement with Clinton County for Interim Medical Examiner Services and Coverage

On January 17, 2024 Clinton County Board of Supervisor Jim Irwin contacted Dr. Barbara Harre, Scott County Medical Examiner, regarding the possibility of the Scott County Examiner Team (Dr. Harre, Dr. Richard Blunk, and Dr. William Jerome) providing interim assistance to Clinton County following a temporary leave of absence by Clinton County's Medical Examiner.

Dr. Harre and the team agreed to provide the assistance. The attached 28E Agreement between the two counties was drafted and reviewed by the Clinton and Scott County Attorney Offices and was approved by the Clinton County Board of Supervisors on January 22, 2024.

I ask that the agreement be placed on Board of Supervisors Committee of the Whole Agenda on January 30, 2024 for approval on February 1, 2024.

Prepared by Clinton County Emergency Management, Chance Kness.
Approved by Clinton County Attorney, Mike Wolf
Clinton County Courthouse, 612 N. 2nd St., Clinton, IA 52733-2957

JOINT AGREEMENT

between CLINTON COUNTY, IOWA and SCOTT COUNTY, IOWA for INTERIM MEDICAL EXAMINER SERVICES and COVERAGE

This agreement to temporarily share the services of a qualified physician as County Medical Examiner is made pursuant to Iowa Code Section 331.801 between the Clinton County, Iowa Board of Supervisors and the Scott County, Iowa Board of Supervisors. This agreement does not contemplate and shall not be construed to limit or expand the powers of the participating counties, except as expressly stated in this Agreement.

The purpose of this temporary agreement is to establish a working mechanism between the participating counties so that the Clinton County Board may utilize the services of the Scott County Medical Examiner during the anticipated period of time it will take for the Clinton County Medical Examiner to resume service. Under this Agreement, the Scott County Medical Examiner shall be the official County Medical Examiner for each of the boards.

Pursuant to that purpose, the parties agree as follows:

1. **AUTHORIZATION.** The Scott County Medical Examiner is an independent contractor of Scott County and shall remain such during the period of this agreement. Clinton County is authorized to utilize the Scott County Medical Examiner as an Interim Clinton County Medical Examiner and the Scott County Medical Examiner is authorized to accept the additional duties and responsibilities of the position.

2. **POWER AND AUTHORITY.** The Scott County Medical Examiner shall have the power and authority to carry out the duties required by Clinton County as its County Medical

Examiner including issuance of cremation permits for Clinton County. Clinton County will notify the Iowa Office of the State Medical Examiner regarding the provisions of this temporary arrangement and assure any necessary appointments and approvals for access to IVES for Clinton County are completed.

3. **COMPENSATION.** Clinton County shall reimburse the Scott County for investigation fees paid to the Scott County Medical Examiner or Deputy Medical Examiners for Clinton County Cases:

- Investigation by Medical Examiner/Deputy Medical Examiner: \$265
- Case follow-up by Medical Examiner/Deputy Medical Examiner following investigation by Clinton County Medical Examiner Investigators \$190

The Clinton County Board shall reimburse Scott County within 30 days of Clinton County's receipt of itemized invoice.

Reimbursement for the issuance of cremation permits shall be borne by the family, next of kin, guardian of the decedent, or other person as outlined in Code of Iowa Section 331.805(3)(b) and shall be retained by the Scott County Medical Examiner/Deputy Medical Examiner under the terms of this Agreement. Reimbursement for issuance of cremation permits will be directly to the Scott County Medical Examiner/Deputy Medical Examiner and not be billed by Scott County. Clinton County Board will facilitate notification to funeral homes regarding this Agreement and assist with any reimbursement issues encountered.

4. **LIABILITY.** During any time the Scott County Medical Examiner is performing work for Clinton County, liability and worker's compensation purposes, said Medical Examiner shall be considered a borrowed employee. Scott County shall remain the primary employer. Scott County shall be indemnified and held harmless by Clinton County for any and all lawsuits, claims, complaints, or other actions taken against Scott County or the Scott County Medical Examiner due to actions performed by the Scott County Medical Examiner during the course of official duties for Clinton County. Clinton County shall further defend all such lawsuits, claims, complaints, or other cases arising from Clinton County and pay all judgments rendered as in regards to the actions of the Scott County Medical Examiner in Clinton County; except the Scott County Medical Examiner will not be indemnified or held harmless for actions which are beyond mere negligence as more particularly described in Iowa Code Section 670.8. Clinton County

shall also add the Scott County Medical Examiner as an additional insured with their insurance/ICAP policy.

5. **DURATION.** The duration of this agreement shall be from the final approval date of this agreement until March 31, 2024. This time period will be shortened if the Clinton County Medical Examiner is able to return to serve Clinton County prior to the termination date. Either board may terminate this agreement at any time without cause by giving thirty (30) days written notice to the other county.

6. **28E PROVISIONS APPLICABLE.** The provisions of 28E are applicable to this Agreement. The Clinton County Auditor shall record this Agreement with the Clinton County Recorder and the Iowa Secretary of State. The Scott County Auditor shall record this Agreement with the Scott County Recorder.

Agreement approved by
Scott County Board of Supervisors

Agreement approved by
Clinton County Board of Supervisors on

Ken Beck, Chairman

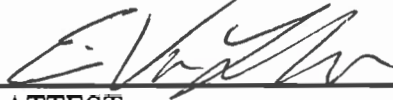
Erin George

Dan Srp



Jim Irwin, Jr. CHAIRMAN

ATTEST:
Kerri Tompkins
Scott County Auditor



ATTEST:
Clinton County Auditor
Eric Van Lancker

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 1, 2024

APPROVAL OF 28E AGREEMENT BETWEEN CLINTON COUNTY, IOWA AND SCOTT COUNTY, IOWA FOR INTERIM MEDICAL EXAMINER SERVICES AND COVERAGE

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

- Section 1. That the 28E Agreement between Clinton County, Iowa and Scott County, Iowa for Interim Medical Examiner Services and Coverage is hereby approved.
- Section 2. This resolution shall take effect immediately.



To: Scott County Board of Supervisors
From: Kerri Tompkins, Scott County Auditor
Re: Pay Rates for Precinct Election Officials (PEOs)
Date: February 1, 2024

The Scott County Auditor's Office is preparing for elections on the following dates in calendar year 2024:

- March 5 (Special)
- June 4 (Primary)
- September 10 (Special)
- November 5 (General)

Below is the 2024 calendar pay for PEOs. There is no recommended pay increase at this time.

- \$12.50 for PEOs
- \$15.00 for Chairpersons
- \$15.00 for Satellite (early voting)
- \$15.00 for Health Care Facility
- \$15.00 for Absentee and Special Voters Precinct Board
- \$10.00 for On Call personnel

Starting this year, we will be bundling the pay for each position to increase efficiency in both staff time and accuracy. Although the pay rates will stay the same, the PEOs will be paid for their full responsibility, with manual options to address as necessary.

There will be two groups to accommodate multiple elections. One will include the full training, which will be required for 2024. The other will include only one training assuming many PEOs will be working more than one election.

Full Training Group

- **Chairperson: \$390** for 26 hours (16 hours on election day, 6 hours training, 4 hours Chair duties)
- **PEO: \$250** for 20 hours (16 hours on election day, 4 hours of training)
- **On Call Chairperson: \$140** for 11 hours (5 hours on election day and 6 hours of training)
- **On Call PEO: \$100** for 9 hours (5 hours on election day and 4 hours of training)
- **Satellite: \$105** (7 hours on satellite day)





Election-Specific Training Only Group (PEOs who work multiple elections in one year)

- **Chairperson: \$330** for 22 hours (16 hours on election day, 2 hours training, 4 hours Chair duties)
- **PEO: \$225** for 18 hours (16 hours on election day, 2 hours of training)
- **On Call Chairperson: \$80** for 7 hours (5 hours on election day and 2 hours of training)
- **On Call PEO: \$75** for 9 hours (5 hours on election day and 2 hours of training)
- **Satellite: \$105** (7 hours on satellite day)

All PEOs work 16 hours on election days and attend training before an election. Precinct Chairperson PEOs also transport election documents and equipment. They attend extra training specific to their assignments, adding one to four hours of additional time. Our PEOs need to know how to operate the electronic pollbooks and our election equipment, and to understand increasingly complex laws and procedures regarding the conduct of elections. They deal with a variety of voter issues and do so with respect and professionalism.

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

FEBRUARY 1, 2024

RESOLUTION TO CONFIRM THE RATES OF PAY FOR PRECINCT ELECTION OFFICIALS

WHEREAS, Scott County's Precinct Election Officials (PEO's) conduct our elections with the utmost integrity, and thereby protect and promote the public trust and confidence in the democratic process, and,

WHEREAS, Scott County's PEO's ensure safe, accurate and efficient voting processes, and,

WHEREAS, the efforts of Scott County's PEO's allow all Scott County voters to cast their ballots privately and independently,

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

Section 1. The rate of pay for PEO's shall be \$12.50 per hour.

Section 2. The rate of pay for Chair PEO's shall be \$15.00 per hour.

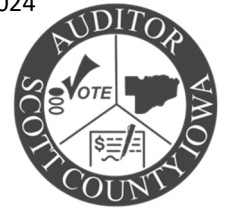
Section 3. The rate of pay for Satellite PEO's shall be \$15.00 per hour.

Section 4. The rate of pay for Health Care Facility PEO's shall be \$15.00 per hour.

Section 5. The rate of pay for Absentee and Special Voters Precinct Board PEO's shall be \$15.00 per hour.

Section 6. The rate of pay for On-call PEO's shall be \$10.00 per hour.

Scott County Auditor's Office
Auditor Kerri Tompkins
600 W. 4TH Street
Davenport, Iowa 52801
Ph: (563) 326-8631 Fax: (563) 326-8601
www.scottcountyia.gov



To: Scott County Board of Supervisors
From: Kerri Tompkins, Scott County Auditor
Re: Pay Rates for Election Temps

Date: February 1, 2024

I am requesting to increase the pay rate for the Election Temp positions beginning July 1, 2024. These positions serve the Scott County Auditor's Office during general elections and assist in an array of duties (phones, mail, in-person voters).

Their presence is necessary to assist our staff with the high volume of voter turnout. During peak activity periods our office uses 5-10 temp positions. Because these are temp positions, which are short-term assignments, it is more difficult to recruit interested candidates. My hope is the pay increase will assist in recruitment efforts.

The election temp positions were created in 2014 with a pay rate of \$13.33. Unfortunately, it has been determined this pay rate has never been increased. Therefore, I am asking for an hourly increase to \$15.00. This requested rate reflects a more reasonable rate for the assigned tasks and is comparable to other office positions.

The proposed increase is included in the FY25 budget to prepare for the fall of 2024. General elections are busy times and require extra staff to assist in meeting the needs of Scott County voters. I will be available at the January 30 Committee of the Whole meeting and would be happy to answer any questions. Thank you for your consideration.



**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

FEBRUARY 1, 2024

RESOLUTION TO CONFIRM THE RATES OF PAY FOR ELECTION TEMP POSITIONS

WHEREAS, Election Temps provide support to the Scott County Auditor's Office during general election periods with the utmost integrity, and assist in numerous office duties,

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

Section 1. The rate of pay for Election Temps shall be \$15.00 per hour beginning July 1, 2024.



To: Scott County Board of Supervisors
 From: Kerri Tompkins
 Re: Election Pollbooks
 Date: February 1, 2024

Per the guidance of the Scott County Attorney's Office, this RFP was published on January 3, 2024 in order to comply with Iowa Code Section 47.5 (2). The closing date was January 18 and the submittals are listed below. The equipment being replaced was last purchased in 2018 and these have exceeded their life expectancy.

Poll books are essential in conducting an election. This tool holds the state data for voter registration and is necessary to process each individual voter before they can cast their ballot. Due to technology advancements, new equipment is more user friendly for set-up, transportation and overall easier to use.

The quote summary of qualified responses is as follows:

Company	Pollbook Equipment	Annual Support-starting year 2	Total
Knowink, LLC	\$ 358,100	\$ 33,500	\$ 391,600
Adkins Election Services	\$ 386,210	\$ 29,700	\$ 415,910
Election Systems & Software	\$ 308,750	\$ 39,000	\$ 347,750
Iowa Precinct Atlas Consortium	\$ 277,239.60	\$ 8,624.84	\$ 285,864.44

Auditor and IT staff both recommend Adkins Election Services for Tenex Software Solutions as the best fit for Scott County. We considered experience in Iowa, hardware and software qualifications and support services. Tenex is currently used in 18 other Iowa counties with an excellent reputation for implementation and on-going customer service relations. The Tenex product stood out as a robust tool that is easy to use with the highest level of technology available at this time. In addition, Adkins Election Services has a full support system that is familiar with specifics of Iowa elections. No other company has this capability.

In working with both David Farmer, Budget and Admin Services Director and Matt Hirst, IT Director, the ongoing costs for software maintenance and support will be absorbed in the IT budget. Therefore, the \$29,700 annual fee will be due in year two, as referenced above.

It is recommended that the Board approve the quote from Adkins Election Services in the amount of \$386,210. Budget dollars are available in the Capital Improvement Program budget to fund respective costs in this project.

This product is a great opportunity for the Scott County Auditor's Office. I will be available at the November 21st Committee of the Whole meeting and would be happy to answer any questions. Thank you for your consideration.



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

FEBRUARY 1, 2024

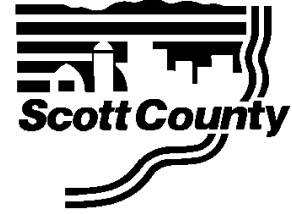
APPROVING PURCHASE OF POLLBOOK EQUIPMENT

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

- Section 1. The purchase of Tenex Software Solutions from Adkins Election Services in the amount of \$386,210 is hereby approved.
- Section 2. This resolution shall take effect immediately.

**SCOTT COUNTY YOUTH JUSTICE &
REHABILITATION CENTER**

500 West 4th Street
Davenport, Iowa 52801
Ph: (563) 326-8687 Fax: (563) 328-3207
www.scottcountyiowa.com
E-Mail: Jeremy.kaiser@scottcountyiowa.gov



MEMORANDUM

Date: 1/23/2023

To: Mahesh Sharma, Scott County Administrator; Scott County Board of Supervisors

RE: Youth and Family Engagement Team - Contract

Program Description

The Scott County Youth Justice and Rehabilitation Center (YJRC) in partnership with the Seventh District Juvenile Court Services (JCS) has established the creation of a Youth and Family Engagement Team. The purpose of this team is to develop and implement strategies to become more effective in engaging and empowering youth and families in Scott County and surrounding Counties in the Seventh Judicial District (Cedar, Muscatine, Clinton, and Jackson). Strategies identified include:

1. Creation of a local Youth and Family Advisory Council to solicit feedback on decisions and ultimately improve system functions and services
2. Identifying existing community functions for and events to for YJRC and JCS staff to attend and provide outreach services
3. Improve and increase youth and family engagement through services such as credible messengers and Family Engagement/Parent Peer pilot program

Benefit to Community

Meaningful partnership with individuals with lived experience in the juvenile justice system, including youth, young adults, and family members, are key to ensuring the systems we cultivate, policies we enact and decisions we make, result in the type of communities we all deserve. For authentic partnership between youth, families, and systems it will require going beyond engagement, and having authentic partnership where decisions are collaborative. This type of authentic partnership means no decision is made "about us, without us."

Funding

On-going operating expenses for this program will be reimbursed by an inter-governmental contract with Iowa Department of Human Services, Decategorization Board. Funding will be utilized to provide program supplies, incentives for family members to encourage participation, as well as miscellaneous expenses intended to support the Youth and Family Engagement team strategies. Expenses will be reimbursed through the contract up to \$5,000 annually.

Jeremy Kaiser, Director

Scott County Youth Justice & Rehabilitation Center

CONTRACT DECLARATIONS AND EXECUTION

Intergovernmental Contract: Non-State Agency

RFP or Informal Solicitation #	Contract #
N/A	DCAT3-24-411

Title of Contract
Youth and Family Engagement Team

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

Agency of the State (hereafter "Agency")	
<p>Name/Principal Address of Agency: Iowa Department of Health and Human 1305 E. Walnut Des Moines, IA 50319-0114</p> <p>Notice of Future Address Change: It is anticipated the main offices of the Department of Health and Human Services will be moving to the Lucas State Office Building at 321 E. 12th Street, in Des Moines, Iowa, by the end of 2024. The Agency will share the date of this change of address with contractors at a later date.</p>	<p>Agency Billing Contact Name / Address: Amy Huntington 600 West 4th Street, 3rd Floor Davenport, Iowa 52801 Phone: 563-326-8794</p>
<p>Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): Amy Huntington 600 West 4th Street, 3rd Floor Davenport, Iowa 52801 Phone: 563-326-8794 E-Mail: ahuntin1@dhs.state.ia.us</p>	<p>Agency Contract Owner (hereafter "Contract Owner") / Address: Liam Healy 600 West 4th Street, 3rd Floor Davenport, Iowa 52801 E-Mail: lhealy@dhs.state.ia.us</p>

Contractor: (hereafter "Contractor")	
<p>Legal Name: Scott County</p>	<p>Contractor's Principal Address: 500 West 4th Street Davenport, Iowa 52801</p>
<p>Tax ID #: 42-6004465</p>	<p>Organized under the laws of: Iowa</p>

Contractor’s Contract Manager Name/Address (“Notice Address”): Jeremy Kaiser 500 West 4th Street Davenport, Iowa 52801 Phone: (563) 326-8687 E-Mail: Jeremy.Kaiser@scottcountyiowa.gov	Contractor’s Billing Contact Name/Address: Jeremy Kaiser 500 West 4th Street Davenport, Iowa 52801 Phone: (563) 326-8687
--	--

Contract Information	
Start Date: 02/01/24	End Date of Base Term of Contract: 06/30/24
Possible Extension(s): The Agency shall have the option to extend this Contract up to 5 additional 1-year extensions.	
Contract Contingent on Approval of Another Agency: No	ISPO Number: N/A
	DoIT Number: N/A
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.	Contract Include Sharing SSA Data? No
Contractor a Business Associate? No	Contractor a Qualified Service Organization? No
Contractor subject to Iowa Code Chapter 8F? No	Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No
Contract Payments include Federal Funds? No	

Contract Execution

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

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

Contractor, Scott County	Agency, Iowa Department of Health and Human
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name: Ken Beck	Printed Name: Liam Healy
Title: Scott County Board of Supervisors - Board Chair	Title: Eastern Iowa Service Area Manager
Date:	Date:

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

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

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

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

"DECAT" means Decategorization.

"JCS" means Juvenile Court Services.

"JCO" means Juvenile Court Officer.

"GAX" means General Accounting Form used for billing.

1.2 Contract Purpose.

The purpose of this contract is to retain the Contractor to establish a Youth and Family Engagement Team. The purpose of the team is to develop and implement strategies to become more effective in engaging youth and families.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

1. Partner with the 7th Judicial District Juvenile Court Services (JCS) to establish the creation of a Youth and Family Engagement Team.
2. The purpose of this team is to develop and implement strategies to become more effective in engaging youth and families in Scott County and surrounding Counties in the seventh judicial district (Cedar, Muscatine, Clinton, and Jackson). Strategies identified include:
 - a. Creation of a local Youth and Family Advisory Council to solicit feedback on decisions and ultimately improve system functions and services
 - b. Identifying existing community functions for and events to for YJRC and JCS staff to attend and provide outreach services
 - c. Improve and increase youth and family engagement through services such as credible messengers and Family Engagement/Parent Peer pilot program
3. Collect data for quarterly performance reports.
4. Submit performance reports to the Decategorization Director. Performance reports are due 30 days after the end of each quarter. The quarters are as follows: July – September (report is due October 30th), October – December (report is due January 30th), January – March (report is due April 30th), and April

– June (report is due July 30th). Performance reports will include performance measure identified in Section 1.3.2 and the following:

- a. Dates of Family Advisory Meetings
- b. Short narrative of successes and barriers

1.3.2 Performance Measures.

1. 80% or more justice-impacted youth and family members who attend quarterly advisory meetings will feel their voice was heard and their opinions were respected.
2. The Youth and Family Engagement team will have presence at one (1) or more community events each quarter.
3. Three (3) or more justice-impacted youth and family members will attend the Family Advisory Meeting each quarter.

1.3.3 Monitoring, Review, and Problem Reporting.

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

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

Monthly:

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

Quarterly:

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

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

Annually:

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

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

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

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

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

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

1.3.4 Contract Payment Clause.

1.3.4.1 Pricing. In accordance with the payment terms outlined in this section and Contractor’s completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$30,000.00 during the entire term of this Contract, which includes any extensions or renewals thereof. Payment will occur as follows:

Payment Table

<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
02/01/24 - 06/30/24	\$5,000.00
07/01/24 - 06/30/25	\$5,000.00
07/01/25 - 06/30/26	\$5,000.00
07/01/26 - 06/30/27	\$5,000.00
07/01/27 - 06/30/28	\$5,000.00
07/01/28 - 06/30/29	\$5,000.00

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

1.3.4.2 Payment Methodology.

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

Payment shall be contingent upon the Contractor performing the services set forth in the Scope of Work Section and submitting detailed invoices. The invoices shall be accompanied with appropriate documentation that is necessary to support all charges included on the invoice. The contract number must be placed on all claims for payment. Should the Contractor not meet performance measures outlined in the contract, and results of the

Corrective Action Plan not be satisfactory, the Department may reduce the monthly expenditures by 10% until such time that the performance measures have been achieved or the contract is terminated. All Decategorization billing is processed via email and should be sent to the below email address.

Claims shall be submitted to:
DecatBilling@scottcountyiowa.com

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

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

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

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

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

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

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stopthiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

1.4 Insurance Coverage.

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

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

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

1.5.1 Security Framework. The Contractor shall comply with either of the following:

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

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

1.5.3 Cloud Services. The Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or

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

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

1.6 Reserved. (*Labor Standards Provisions.*)

1.7 Reserved. (*Additional Terms.*)

SECTION 2. GENERAL TERMS FOR SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.4 Compensation.

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

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

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

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

2.5 Termination.

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

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

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

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

2.5.1.4 The Contractor terminates or suspends its business;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6 Indemnification.

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

2.6.1.1 Any breach of this Contract;

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

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

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

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

2.7 Insurance.

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

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

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

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

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

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

2.8 Ownership and Security of Agency Information.

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

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

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

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

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

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

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

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

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

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

2.9 Intellectual Property.

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

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

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

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

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

2.10 Warranties.

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

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

2.10.2 Contractor represents and warrants that:

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

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

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

2.10.3 The Contractor represents and warrants that:

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

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

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

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

2.10.4 The Contractor represents and warrants that the Deliverables shall:

2.10.4.1 Be free from material Deficiencies; and

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

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

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

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

2.11 Acceptance of Deliverables.

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

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

2.12 Contract Administration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.12.23 Authorization. The Contractor represents and warrants that:

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

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

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

2.12.25 Records Retention and Access.

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

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

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

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

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

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

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

2.12.26 Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: CONTINGENT TERMS FOR SERVICE CONTRACTS

3.1 Reserved. (*Federal Certifications and Terms*)

3.2 Reserved. (*Business Associate Agreement*)

3.3 Reserved. (*Qualified Service Organization*)

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

3.5 Reserved. (*Software Contracts*)

SPECIAL CONTRACT ATTACHMENTS

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

N/A

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 1, 2024

CONTRACT APPROVAL FOR YOUTH AND FAMILY ENGAGEMENT TEAM

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

Section 1. That the Scott County Youth Justice and Rehabilitation Center will provide the Youth and Family Engagement Team Services for youth and families through a contract with the Iowa Department of Health and Human Services ending June 30, 2024. The contract can be renewed for five more years with the final year ending on June 30, 2029.

Section 2. This resolution shall take effect on February 1, 2024.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Fax: (563) 328-3285
www.scottcountyia.gov



January 22, 2024

TO: Mahesh Sharma, County Administrator

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

SUBJ: County Audit Services – Baker Tilly US, LLP

The County's current contract with Baker Tilly US, LLP for annual audit services expired with the conclusion of the fiscal year 2023 audit. The County subsequently requested information to continue to the contract with Baker Tilly. Baker Tilly responded with one, three and five year options. As with many industries increased costs for staffing and travel have impact the professional services firm. Based on inquiries to other local governments, the five year option appears most in line with current local government experience with renewing or new contracts. Costs for one year or three year options were 5% -12% higher than the five year option.

With the onboarding of MEDIC EMS to Scott County in FY 2024, it is important to have an auditor with experience in this new public service, as well as knowledge of our accounting controls. Baker Tilly applies a risk-basis approach to auditing financial statements and is familiar with financial statements and business processes. Baker Tilly has also met the County's timeline and issuance with the Annual Comprehensive Financial Report. Additionally, they did not adjust audit fees for new audit standards in the industry which increased time both by them and the County.

The administration's recommendation is to remain with Baker Tilly, US for the professional services of audit services for fiscal years 2024, 2025, 2026, 2027 and 2028. The County has previously contracted for Audit services with Baker Tilly since 2010. Baker Tilly was previously chosen by a seven person Audit Selection Committee that considered technical quality, price and quality of presentation. During that time we have had two lead audit partners, rotating partner secondary reviews, and multiple audit managers and in-charge staff rotation. There have been no audit issues by management or Baker Tilly.

Price proposal

Baker Tilly responded with contract prices of \$100,000, \$105,000, \$110,000, \$115,000 and \$120,000 over the next five years, under current and known standards. The engagements will be conducted in a hybrid / remote format, and as such travel and audit specific costs will not be passed on to the County. The firm now applies a standards administrative and technology fee

which will be billed separately annually and not to exceed \$5,000. The engagement assumes no more than two major programs for the single audit and that no finding will be identified during testing. Additional testing may require additional costs to be incurred. Fees are based on known circumstances at the time of the engagement letter. The 2023 audit contract price was \$77,500.

Technical Quality Update

Audit firms are audited by other audit firm in a form of a peer review. The purpose of this report is to test and report on the system of quality control. In the opinion of the independent auditors, the system is suitably designed and complied to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a pass, pass with deficiency(ies) or fail. Baker Tilly Virchow Krause, LLP received a peer review rating of pass as of October 28, 2021. This is the most recent review available.

The audit will be conducted in accordance with Generally Accepted Audit Standards, Government Audit Standards, Federal Uniform Guidance, and State Single Audit Guidelines.

Recommendation

At this time, the committee is recommending an audit services contract with Baker Tilly US, LLP. I will be at January 30, 2024 Board of Supervisors Committee of the Whole meeting if you or the Board have any questions.

CC: Board of Supervisors
 Kerri Tompkins, Auditor
 Tony Knobbe, Treasurer
 Wes Rostenbach, Accounting and Business Manager
 Megan Petersen, Finance Manager

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
FEBRUARY 1, 2024

APPROVAL OF FIVE YEAR AGREEMENT WITH BAKER TILLY US, LLP FOR
FINANCIAL AUDIT SERVICES

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

Section 1. That the engagement letter from Baker Tilly US, LLP for, Fiscal Year 2024, in the amount of \$100,000; Fiscal Year 2025, in the amount of \$105,000; Fiscal Year 2026, in the amount of \$110,000; Fiscal Year 2027, in the amount of \$115,000; and Fiscal Year 2028, in the amount of \$120,000 for financial statement audit services is hereby accepted and approved. Additionally, administrative fee are permitted to be included.

Section 2. That the Director of Budget and Administrative Services is hereby authorized to sign the audit engagement letter on behalf of the Board.

Section 3. This resolution shall take effect immediately.



OFFICE OF THE COUNTY ADMINISTRATOR

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January 23, 2024

TO: Mahesh Sharma, County Administrator
FROM: David Farmer, CPA, MPA Director of Budget and Administrative Services
RE: FY24 Budget Amendment

On February 1, 2024 the County will present its official public hearing on the 2024 Budget Amendment. This budget amendment is the County’s annual estimate of expenditures and transfers that were adjusted or calculated since the budget was approved in April 2023. The Budget Amendment was presented in the County’s two official newspapers on March 1, 2023. The amendment is scheduled to be approved February 1, 2024.

Following are the highlights of this amendment:

Public Safety & Legal Services, an increase of \$476,654, is requested to be amended for grant utilization, separation compensation, professional services and supplies.

Department	Amount	Description
Attorney	\$73,550	Separation Compensation, Professional Services
Health	\$190,000	Grant Utilization
Non-Departmental	\$40,000	MEDIC Acquisition Services, Separation Compensation
Sheriff	\$262,355	Groceries, Supplies, Separation Compensation, Equipment
YJRC	(\$89,251)	Service Contracts; Supplies, Grant Contracts
Medic Ambulance	(\$200,000)	Contract Estimate

Physical Health & Social Services, an increase of \$82,864, is requested to be amended for grant utilization, winter shelter support, professional services, and postage.

Department	Amount	Description
Community Services	(\$79,224)	Medical expense services, community burials, winter shelter support

Health	\$69,088	Grant Utilization,
Health and Human Services	\$13,000	Postage
Non-Departmental	\$80,000	Professional Services. Separation Compensation

County Environment & Education, an increase of \$434,477 is requested for supplies, separation compensation, and the ARPA grant.

Department	Amount	Description
Conservation	\$116,264	Supplies, Vehicle maintenance, maintenance, overtime
Non-Departmental	\$315,818	ARPA Grant Allotment – Housing, Separation compensation, Contingency
Planning and Development	\$2,395	Separation Compensation

Roads and Transportation, an increase of \$2,091,000, is requested to be amended for line item detail for estimate of project and operations progress.

Engineering	\$864,000
Roads (maintenance)	\$260,000
Traffic Control	\$11,000
New Equipment	\$731,000
Property Assessment	\$225,000

Government Services to Residents, a decrease of \$16,050 is requested to be amended for department review of Poll Workers, Postage, Separation Compensation, and Supplies.

Department	Amount	Description
Auditor	(\$300)	Poll workers
Facilities & Support Services	(\$500)	Postage
Non-Departmental	(\$30,000)	Separation Compensation
Recorder	\$14,350	Supplies, Travel, Postage
Treasurer	\$400	Separation Compensation, Maintenance, Schools of Instruction, Periodicals

Administration, an increase of \$433,905 is requested to be amended from change in separation compensation, Insurance, supplies, and professional services.

Department	Amount (rounded)	Description
Administration	(\$500)	Deferred compensation allowance
Attorney	\$97,706	Insurance liability estimates
Board of Supervisors	(\$16,949)	Health medical benefits, Supplies
Community Services	\$4,500	Deferred compensation
Facilities & Support Services	\$105,548	Postage, Utilities, Supplies
Human Resources	\$30,200	Separation compensation, Employee development, Professional services, Recruitment
Information Technology	\$200,000	Service contracts, Separation compensation
Non-Departmental	(\$12,000)	Separation compensation, Public notices, Maintenance
Treasurer	\$25,400	Change in service delivery Fees, Bank fees

Debt Service, an increase of \$1,400, is requested to be amended for FY 24 for estimate bank charges and professional services.

Capital Projects, a decrease of \$3,734,099 is requested to be amended for FY 24 Capital Project estimate –SECC Radio Project, acquisition of warehouse space, Youth Justice and Rehabilitation Center expansion, General technology, Conservation capital projects and Secondary Roads capital projects.

Revenues have been amended by \$928,407 to reflect the grant utilization, department estimates of general revenues, and SBITA proceeds.

Revenue	Amount	Description
Other County Taxes / TIF Tax Revenues	\$250,000	Local Option Sales Taxes estimates
Intergovernmental	(\$3,454,134)	ARPA Grants, Road Use Taxes, Detention Care Reimbursement, General Grants, Election reimbursements, FEMA Reimbursements
Licenses and Permits	(\$39,000)	Building permits, Dept. Estimates

Charges for Services	\$252,091	Secondary Roads reimbursements, Care-keep charges, recording of instruments, Dept. Estimates
Use of Money & Property	\$3,094,427	Dept. Estimates
Miscellaneous	\$433,023	Opioid Settlement, Dept. Estimates, Transfer from MEDIC Fund
General Long Term Debt Proceeds	\$410,000	Proceeds of SBITA contracts
Proceeds of Fixed Asset Sales	(\$18,000)	Dept. Estimate

Transfers between funds are recommend to change by \$3,030,107 to fund Capital from the FY 23 budgetary savings, conservation capital projects from the use of restricted assets within the general and capital fund, and transfers between the General Fund and MEDIC EMS fund.

Unassigned fund balance of the General Fund is projected to decrease by \$1,434,662 on the re-estimates of budget levels, and the release of restricted equity for statutory programs. Projected fund balance is 16.6% of total general fund expenditures. However, the County does not normally expend 100% of appropriations and averages 93% of purchased services / supplies and 95% of salaries and benefits. If that were to happen, the estimated unassigned fund balances is 24% of estimated general fund expenditures. Additionally, \$3,000,000 will be assigned to FY 2025 capital projects.

Budget amendment information for the Golf Course and Self Insurance funds are not included public notices as they are unbudgeted fund for Department of Management Reporting format. The Golf Course expenses are requested to increase by \$42,846 for capital depreciation, salaries and benefits, and supplies. MEDIC EMS transfers out is requested to be increased by \$150,000.

If you have any questions I will be available at the Committee of the Whole and Public Hearing for further information.

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

FEBRUARY 1, 2024

APPROVING A BUDGET AMENDMENT TO THE FY24 COUNTY BUDGET

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

Section 1. A budget amendment to the current FY24 County Budget as presented by the County Administrator is hereby approved as follows:

<u>SERVICE AREA</u>	<u>FY24 AMENDMENT AMOUNT</u>
Public Safety and Legal Services	\$476,654
Physical Health and Social Services	\$82,864
County Environment and Education	\$434,477
Roads and Transportation	\$2,091,000
Government Services to Residents	(\$16,050)
Administration	\$433,905
Debt Service	\$1,400
Capital Projects	(\$3,734,099)
Operating Transfers Out	(\$3,030,107)
Golf	\$42,846
MEDIC EMS Transfers Out	\$150,000

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

FEBRUARY 1, 2024

APPROVAL OF APPOINTMENTS TO BOARDS AND COMMISSIONS

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

Section 1. That the appointment of Mike Davis to the Bi-State Regional Commission for an unexpired term expiring December 31, 2025 is hereby approved.

Section 2. That the appointment of Sean Eckhardt to the Zoning Board of Adjustment for an unexpired term expiring May 1, 2027 is hereby approved.

Section 3. This resolution shall take effect immediately.