

AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
February 1, 2024 - 5:00 P.M.

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

TO JOIN BY PHONE 1-408-418-9388

ACCESS CODE: 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.

1. Roll Call: Maxwell, Paustian, Rawson, Beck, Dickson
2. Pledge of Allegiance.
3. Approval of Minutes:
January 16, 2024 8:30 AM - Committee of the Whole
January 18, 2024 5:00 PM - Board Meeting

Moved by _____ Second by _____

Maxwell _____ Paustian _____ Rawson _____ Beck _____ Dickson _____

4. ****Review Agenda****

5. Public Comment as an Attendee.

By Phone:

*3 to raise/lower hand, *6 to unmute (host must unmute you first)

By Computer:

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

Public Hearing

6. Public Hearing and first reading to amend the Zoning Map for Riverstone Group, Inc. to rezone two tracts totaling approximately 75.26 acres.

Open Public Hearing

Moved by _____ Seconded by _____

Maxwell _____ Paustian _____ Rawson _____ Beck _____ Dickson _____

Close Public Hearing

Moved by _____ Seconded by _____

Maxwell _____ Paustian _____ Rawson _____ Beck _____ Dickson _____

7. Public Hearing and first of three readings to repeal Chapter 28 of the Scott County Code of Ordinances.

Open Public Hearing

Moved by _____ Seconded by _____

Maxwell ____ Paustian ____ Rawson ____ Beck ____ Dickson ____

Close Public Hearing

Moved by _____ Seconded by _____

Maxwell ____ Paustian ____ Rawson ____ Beck ____ Dickson ____

8. Public Hearing to lease a portion of property owned by Scott County located at 902 W. 4th Street Davenport, IA 52802 to Community Health Care, and the proposed lease period exceeds 3 years.

Open Public Hearing

Moved by _____ Seconded by _____

Maxwell ____ Paustian ____ Rawson ____ Beck ____ Dickson ____

Close Public Hearing

Moved by _____ Seconded by _____

Maxwell ____ Paustian ____ Rawson ____ Beck ____ Dickson ____

9. Public hearing relative to an amendment to the County's current FY24 budget.

Open Public Hearing

Moved by _____ Seconded by _____

Maxwell ____ Paustian ____ Rawson ____ Beck ____ Dickson ____

Close Public Hearing

Moved by _____ Seconded by _____

Maxwell ____ Paustian ____ Rawson ____ Beck ____ Dickson ____

Consent

10. Resolution to approve the five (5) year contract with Vestis for uniform and workplace supply services for Secondary Roads.
11. Resolution to approve awarding the contract for a Bridge Replacement Project to Jim Schroeder Construction, Inc..
12. Resolution to approve the contract in the amount of \$65,304 with the Surdex Corporation for acquisition of 3” county wide orthophotography products and services.
13. Resolution to approve the Memorandum of Understanding (MOU) between Dr. Barbara Harre, MD, and Scott County.
14. Resolution to approve the 28E Agreement between Clinton County and Scott County for Interim Medical Examiner Services and Coverage.
15. Resolution to approve the rates of pay for Scott County's Precinct Election Officials.
16. Resolution to approve the rates of pay for Temporary Election Positions.
17. Resolution to approve the purchase of Tenex Software Solutions pollbook equipment from Adkins Election Services for \$386,210.00.
18. Resolution to approve the contract with Iowa Department of Health and Human Services to provide services through the Youth and Family Engagement Team.
19. Resolution to approve the five (5) year agreement with Baker Tilly US, LLP for Financial Audit Services.
20. Resolution to approve the appointment of Mike Davis to the Bi-State Regional Commission for an unexpired term expiring on December 31, 2025.
21. Resolution to approve the warrants in the amount of \$3,366,638.84.
22. Motion to approve the beer/liquor license renewal for Big 10 Mart #29, 21010 N. Brady Street, Davenport, Iowa 52806.

Moved by _____ Seconded by _____

Maxwell _____ Paustian _____ Rawson _____ Beck _____ Dickson _____

Facilities & Economic Development

- 23. Resolution to approve the 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.

Moved by _____ Seconded by _____

Maxwell _____ Paustian _____ Rawson _____ Beck _____ Dickson _____

- 24. First of two readings of 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.

Moved by _____ Seconded by _____

Maxwell _____ Paustian _____ Rawson _____ Beck _____ Dickson _____

Health & Community Services

- 25. First of three readings of an ordinance to repeal Chapter 28 of the Scott County Code relative to Emergency Medical Services.

Moved by _____ Seconded by _____

Maxwell _____ Paustian _____ Rawson _____ Beck _____ Dickson _____

Finance & Intergovernmental

- 26. Resolution to approve the budget amendment for the FY24 County Budget.

Moved by _____ Seconded by _____

Maxwell _____ Paustian _____ Rawson _____ Beck _____ Dickson _____

Other Items of Interest

- 27. County Administrator Report - Mahesh Sharma.
- 28. Board of Supervisors Report.
- 29. Upcoming Meetings:
 - *Special Committee of the Whole - Tuesday, February 6th at 8:30AM for the FY25 Budget Kickoff.
 - *County Conference Board - Wednesday, February 7th at 5:30PM.
- 30. Adjourned. Moved by _____ Second by _____

Instructions for *Unmuting Phone Line* during Board Meeting teleconference

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

Meeting # 2494 023 7972

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=mcf58976c53d0c98addf3a3d5e64caaf1>

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.

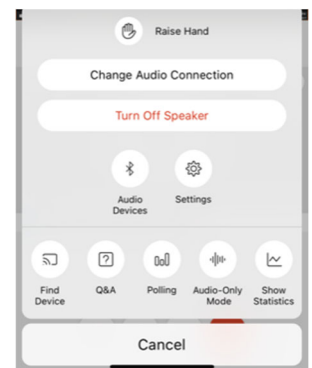
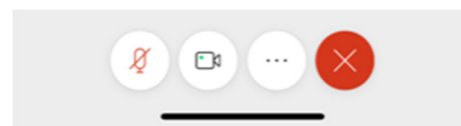
1. The host will then unmute the participant’s line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by clicking the microphone symbol.
4. After conversation, please lower your hand. (*3 again)

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 ...



The following letters were received by January 31, 2024 by the Planning and Development Department in regards to the Public Hearing for the request by Riverstone Group, Inc. to rezone two tracts totaling approximately 75.26 acres in unincorporated Scott County.

From: [PD Mail Box](#)
To: [Silas, Alan](#)
Subject: FW: Asphalt Plant - Mt Joy
Date: Tuesday, January 30, 2024 10:49:23 AM

-----Original Message-----

From: Rochelle Mosley <rochelleschaeffer@yahoo.com>
Sent: Tuesday, January 30, 2024 10:43 AM
To: PD Mail Box <PLANNING@scottcountyiowa.gov>
Subject: Asphalt Plant - Mt Joy

[You don't often get email from rochelleschaeffer@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION - EXTERNAL EMAIL! Be skeptical of links and attachments!

I work near the area they plan to build, live in Davenport, have friends that live near here. I do not want this plant to be built in this area. I don't want to be at work breathing it and taking on the health risks that come with them being here. (Cancer, central nervous system problems, liver damage, respiratory problems and skin irritation) Nor do I want that for the families and other businesses in this area.

My hope is they can find a solution to build somewhere less populated to try and limit some of the consequences that come with this type of business.

It is not fair to those who work, live, bring their kids to play soccer near here and do business in this area to take on all the risks just so they are able to build and operate this type of business. The cost to everyone's health is not worth the risk to me.

Thank you,
Rochelle Mosley
Sent from my iPhone

From: [PD Mail Box](#)
To: [Silas, Alan](#)
Subject: FW: Asphalt Plant
Date: Tuesday, January 30, 2024 10:18:33 AM

From: Courteney Kotecki <courteneykotecki@gmail.com>
Sent: Tuesday, January 30, 2024 10:00 AM
To: PD Mail Box <PLANNING@scottcountyiowa.gov>
Subject: Asphalt Plant

You don't often get email from courteneykotecki@gmail.com. [Learn why this is important](#)

CAUTION - EXTERNAL EMAIL! Be skeptical of links and attachments!

Board of Supervisors,

This email is in regards to the public hearing rezoning meeting I am unable to attend this Thursday, February 1st, 2024.

I take a vested interest in this matter I reside near the area in question. I would like oppose the rezoning of the two mentioned tracts brought forth by the Riverstone Group, Inc. as well as respectfully voice my concern for the proposed "recycle yard for excavated concrete and asphalt." I believe this proposed "yard" lands too close to residential and businesses alike.

Many of these areas house children and workers which will not be properly educated nor protected from the harmful effects of this "yard." I hope this matter will be thoroughly examined as well as the side effects this would cause the community. I ask for denial in the rezoning hearing and denial in any such "recycling yard" in this proposed area.

Sincerely,

Courteney Kotecki

From: [PD Mail Box](#)
To: [Silas, Alan](#)
Subject: FW: Public Hearing Rezone
Date: Tuesday, January 30, 2024 10:17:55 AM

From: Josh Kotecki <joshkotecki@hotmail.com>
Sent: Tuesday, January 30, 2024 9:48 AM
To: PD Mail Box <PLANNING@scottcountyiowa.gov>
Subject: Public Hearing Rezone

You don't often get email from joshkotecki@hotmail.com. [Learn why this is important](#)

CAUTION - EXTERNAL EMAIL! Be skeptical of links and attachments!

Board of Supervisors,

This email is in regards to the public hearing rezoning meeting I am unable to attend this Thursday, February 1st, 2024.

I take a vested interest in this matter as I work and reside near the area in question. I would like oppose the rezoning of the two mentioned tracts brought forth by the Riverstone Group, Inc. as well as respectfully voice my concern for the proposed "recycle yard for excavated concrete and asphalt." I believe this proposed "yard" lands too close to residential and businesses alike.

Many of these areas house children and workers which will not be properly educated nor protected from the harmful effects of this "yard."

I hope this matter will be thoroughly examined as well as the side effects this would cause the community. I ask for denial in the rezoning hearing and denial in any such "recycling yard" in this proposed area.

Sincerely,

A Concerned Citizen
Josh Kotecki

From: [PD Mail Box](#)
To: [Silas, Alan](#)
Subject: FW: Riverstone Rezoning Should Be Denied
Date: Tuesday, January 30, 2024 10:49:57 AM

From: Ryan McNall <mcnallryan@gmail.com>
Sent: Tuesday, January 30, 2024 10:47 AM
To: PD Mail Box <PLANNING@scottcountyiowa.gov>
Subject: Riverstone Rezoning Should Be Denied

You don't often get email from mcnallryan@gmail.com. [Learn why this is important](#)

CAUTION - EXTERNAL EMAIL! Be skeptical of links and attachments!

Good morning,

I am writing in opposition of the proposed rezoning for Riverstone group to pursue the establishment of an excavation concrete and asphalt facility near Scott County Airport. There are three youth soccer facilities within three miles of this zone. Additionally the Eldridge recreation trail is less than two miles from the proposed facility. This facility would be terrible for community health and wellness in addition to the negative property value impacts down the road. The rezoning request should be denied.

Thank you,

Ryan T. McNall
563.424.0017

From: [Juli Akers](#)
To: [PD Mail Box](#)
Subject: Proposed Asphalt Plant Davenport
Date: Tuesday, January 30, 2024 8:32:15 AM

[You don't often get email from julianneakers@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION - EXTERNAL EMAIL! Be skeptical of links and attachments!

Good morning,

I am writing in response to a proposed asphalt plant being built near my place of work in Mt Joy. I wanted to express my concerns with this proposal and am unable to attend the meeting on Feb 1st.

The proposed plant will send toxic fumes and potentially hazardous materials into the soil and air surrounding the proposed site!

These toxic dusts and vapors will impact the citizens living near this site and those of us working in the area. "Studies have shown that exposure to these air toxins may cause cancer, central nervous system problems, liver damage, respiratory problems, and skin irritation" (EPA)

These homeowners living in that area could see a negative impact on property taxes as well with such a plant being built near their back yards!

I do not see a benefit of building this site in the proposed area! I live near a site in Buffalo and the fumes alone make some days outside miserable!

I hope that some exploration of alternate sites and time is taken before this decision is harshly made.

Julianne Akers

Sent from my iPhone

Jan. 30, 2024

Planning and Development Department
Scott County Administrative Center
600 West Fourth Street
Davenport, Iowa 52801

Board of Supervisors:
in reference to: Section 6-33 of the revised
Zoning Ordinance for unincorporated
Scott County.

I and my neighbors do not want this rezoning that will bring in an asphalt and recycle yard for excavated concrete. Asphalt and toxins will be present and cause hazardous air pollutants causing cancer plus too many health hazards to mention.

Our lives matter - protect the children! Many in this area are on wells and our water will be polluted. Our property value will go down and no one wants to live with a layer of dust over our homes, our vehicles, and our property.

Please do not let this take place.

a very concerned property owner
Della Durbin
20780 North Brady Street
Davenport, Iowa 52806

Greg Schaapveld
Planning and Development Director
600 West Fourth Street
Davenport, Iowa 52801-1106

January 30, 2024

Dear Mr. Schaapveld:

I have several concerns regarding the Riverstone Group Inc request for rezoning their land next to the Davenport Airport.

The first concern is the very high productivity this ground possesses. It is great for growing crops. **Chapter 2 of the Scott County Development Plan calls for saving the good ground for agricultural use and using the poor ground for development purposes.** For about 15 years, I did a lot of custom-combining all around Scott County including the Slopertown corridor. **The Riverstone ground is located at the east end of the corridor next to my family's ground which we have been farming for 85+ years,** starting with my father, then me, and now my son, - three generations. From my combining experience, **I believe this Slopertown ground is truly the best in all of Scott County and should be kept in ag production.**

My second concern is that Riverstone's projected asphalt manufacturing and cement crushing plant just doesn't fit well with the established community of clean, high-end, upscale businesses that populate the Iowa Research Commerce and Technology (IRCT) Park. Having worked at the Rock Island Arsenal for 40 plus years as an engineer, I have had the opportunity to work with several of these IRCT Park firms on Arsenal related projects and have additionally interacted with them as members of various Professional Engineering and Manufacturing societal organizations including serving on the board of directors of the Quad Cities Engineering and Science Council for 10 years. I believe, **these technology-oriented firms are a real asset to the Quad City technical community; and I would encourage the Scott County Board of Supervisor to help retain and further grow this community.**

On the other hand, Riverstone's proposed asphalt plant comes across as a smelly tar-based process coupled with a, noisy-dusty cement grinding operation that is best suited for low population open areas: not the high population areas like the IRCT Park, the Airport, the Mt. Joy residential community, the former Caterpillar (Cat) plant, and the many Eldridge firms located directly North of the old Cat plant.

The proposed Riverstone plant will surely deter other businesses from establishing operations in the IRCT Park and may further cause existing companies to leave. People do not want to live and/or work in a noisy dusty stinking pollution-based environment Riverstone proposes.

My last concern (and many of Mt. Joy residence's concern) is that **the proposed plant will deposit harmful chemicals into the ground water** stream that flows from the airport ground on to the Riverstone ground on east to our ground then on south to a main stream that crosses Interstate 80. The whole town of Mt. Joy lives on shallow private wells that could be easily polluted by contaminated ground and surface waters. Additionally, when we have a wind event that knocks down our corn crop such as the recent derecho, we will want to winter pasture our cows on our field to clean-up the downed ears of corn in an effort to prevent that corn from growing into next year's bean crop. Lastly, we surely do not want our cows drinking any of Riverstone's asphalt tainted water.

In view of all the Risks and Costs(R&C) factors enumerated in this text and those R&C items brought forth by the many other local concerned citizens – especially the commercial and military aviation communities; **I believe the trucking savings benefits to the tax payer Riverstone has talk to at previous zoning meetings, will be insignificant relative all the additional social R&C elements the local community will be forced to take on.**

I sincerely hope the Scott County Board of Supervisors continues to support enhancement of the IRCT Park by preventing the ushering in of a new era of pollution in the Mt. Joy and Eldridge areas by denying Riverstone's zoning change request as submitted by representative Brian Dockery who also functions as an Eldridge councilman (conflict of interest???). **I just don't believe this multi-billion-dollar Singapore based Riverstone Group Inc has our community's best interest at heart.**

Yours Truly



Gerald (Jerry) Moeller PE, CMfgE

563-940-8536 cell

563-359-1913 home

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.

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

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.

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.

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

Ken Beck, Chairman

Agreement approved by
Clinton County Board of Supervisors on


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.

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.

**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.

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.

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
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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.

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 fees 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.

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. This resolution shall take effect immediately.

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

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 1, 2024

APPROVAL OF WARRANTS IN THE AMOUNT OF \$3,366,638.84

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

- Section 1. The Scott County Board of Supervisors approves for payment all warrants numbered 329679 through 329895 as submitted and prepared for payment by the County Auditor, in the total amount of \$3,366,638.84.
- 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

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.

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

SCOTT COUNTY ORDINANCE No.28

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

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

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.