

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
February 12 - 16, 2024

Tuesday, February 13, 2024

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

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

TO JOIN BY PHONE 1-408-418-9388

ACCESS CODE: 2480 121 3301 PASS CODE: 1234

OR you may join via Webex. Go to www.webex.com and JOIN meeting using the same Access Code and Pass Code above.

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

- ___ 1. Roll Call: Paustian, Rawson, Beck, Dickson, Maxwell

- ___ 2. 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.

Human Resources

- ___ 3. Collective Bargaining Agreements.

Health & Community Services

- ___ 4. Second of three readings of an ordinance to repeal Chapter 28 of the Scott County Code relative to Emergency Medical Services. (Item 04)

- ___ 5. MEDIC EMS agreement to transfer the ZOLL software licenses and incur transfer fee of \$53,865. (Item 05) Consent Agenda Consideration

Finance & Intergovernmental

- ___ 6. Youth Centered Meetings (YCPM) Contract Renewal. (Item 06)
Consent Agenda Consideration

- ___ 7. Sheriff's request to approve the Civil Service Commission for an additional captain and eliminate one (1) lieutenant position. (Item 07) Consent Agenda Consideration

- ___ 8. Sheriff's Appointments of Joe Caffery to Chief Deputy/Major and Sean Thompson to Captain.(Item 08) Consent Agenda Consideration

_____ 9. Jail Staffing Discussion. (Item 09)

_____ 10. CAT Grant Requests. (Item 10) Consent Agenda Consideration

Other Items of Interest

_____ 11. Consideration of Board Appointment to the Planning and Zoning Commission.
(Item 11) Consent Agenda Consideration

_____ 12. Adjourned. Moved by _____ Second by _____

Thursday, February 15, 2024

Regular Board Meeting - 5:00 pm

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

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

TO JOIN BY PHONE 1-408-418-9388
ACCESS CODE: 2488 147 2798 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.

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 # 2480 121 3301

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=mf33ff7359630c7bc729966ec817542e0>

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.

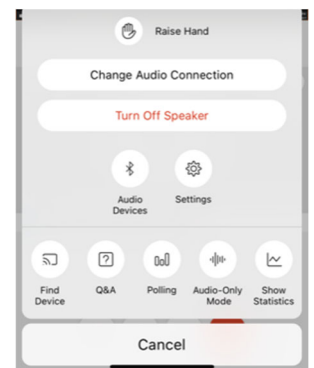
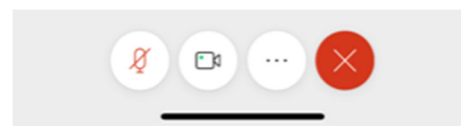
1. The host will then unmute the participant’s line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by clicking the microphone symbol.
4. After conversation, please lower your hand. (*3 again)

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 .

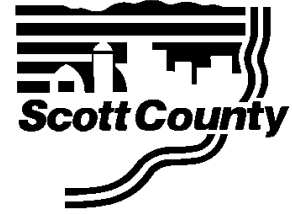
If you want to unmute yourself, select . Others can hear you when the button turns gray.

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 ...



HUMAN RESOURCES DEPARTMENT
600 W. 4TH Street
Davenport, IA 52801
Office: (563) 326-8767
Fax: (563) 328-3285
www.scottcountyiowa.gov



Date: February 13, 2024

To: Board of Supervisors

From: Vanessa Wierman, Human Resources Director

Subject: Settlements with AFSCME, PPME, DSA, and TEAMSTERS

This winter we met with all of our labor unions which includes AFSCME, PPME, TEAMSTERS, and DSA for negotiations. AFSCME, PPME, and TEAMSTERS are currently in multi-year contracts with wage re-openers each year. DSA was the only unit that had an open contract.

AFSCME, PPME, and TEAMSTERS have ratified the tentative agreements we reached with them respectively. The agreement reached with each of the units was for a one-year period (FY25) for a 3% market adjustment and a 3% general wage increase for an overall increase of 6%.

DSA has also ratified a one-year contract with a 6% general wage increase for FY25. Additional changes include the total amount of compensatory time an employee is allowed to earn in a fiscal year increases from 100 hours to 120 hours, future Sergeant scheduling adjustments dependent on staffing, and some minor language clarifications. Also included in the agreement was the pledge to establish a committee to explore the concern of mental health needs in the workplace.

If you have any questions about the terms of the agreements or would like a copy of the final agreements, please let me know.

cc: Mahesh Sharma, County Administrator

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 15, 2024

APPROVAL OF COLLECTIVE BARGAINING AGREEMENT BETWEEN SCOTT COUNTY AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 606, AND PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL 2003, AND CHAUFFERS, TEAMSTERS AND HELPERS LOCAL 238, AND DEPUTY SHERIFF'S ASSOCIATION

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

- Section 1. That the terms of the agreement reached between representatives Scott County and the American Federation of State, County, and Municipal Employees, Local 606 is hereby approved. That the agreement for FY25 wages shall be in effect July 1, 2024 – June 30, 2025.
- Section 2. That the terms of the agreement reached between representatives Scott County and the Public Professional and Maintenance Employees, Local 2003 is hereby approved. That the agreement for FY25 wages shall be in effect July 1, 2024 – June 30, 2025.
- Section 3. That the terms of the agreement reached between representatives Scott County and the Chauffeurs, Teamsters, and Helpers, Local 238 is hereby approved. That the agreement for FY25 wages shall be in effect July 1, 2024 – June 30, 2025.
- Section 4. That the terms of the agreement reached between representatives Scott County and the Deputy Sheriff's Association is hereby approved. That the agreement shall be in effect July 1, 2024 – June 30, 2025.
- Section 5. This resolution shall take effect immediately.

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

MEDIC EMS of Scott County

1204 East High Street
Davenport, Iowa 52803
Office: (563) 323-6806
Fax: (563) 323-1705

<https://www.medicems.com>



February 6, 2024

To: Mahesh Sharma, County Administrator
From: Paul Andorf, Director

Attached is the agreement between MEDIC EMS of Scott County and ZOLL. This agreement is to transfer MEDIC EMS (non-profit) software licenses to MEDIC EMS of Scott County.

ZOLL has a 10% charge of the total value of licenses when software licenses are transferred from one organization to another. MEDIC EMS (non-profit) has a total value of \$538,650.00 in licenses. The cost of the license transfer fee will be in the amount of \$53,865.00. After several meetings with ZOLL, they are unable to reduce their standard fees. Since we have been a long-time customer, they have agreed to allow us to obtain additional licenses at no additional cost to be in line with the cost of the transfer fee.

During the Scott County IT assessment, one of the issues that was brought up by Medic staff, was not having enough Computer Aided Dispatch (CAD) licenses to perform their duties. In order to address this issue, we will request additional CAD and Charting licenses to enhance our operational efficiencies at no cost for a value of \$52,800.00. We will incur an additional annual maintenance fee of \$10,560.00 for said licenses.

The attached quote from ZOLL is a 36-month term agreement, which includes the one-time license transfer fee of \$53,865.00 and a total of \$212,164.43 in annual maintenance costs. With the additional increases in licenses, the total annual maintenance fee will be \$222,724.43.

County Attorney, Kristina Lyon has reviewed the terms of the contract and finds it legally sufficient to meet the intended purposes.

This resolution will allow the Director of MEDIC EMS of Scott County to sign such agreements on behalf of the Scott County Board of Supervisors.



DATA SYSTEMS

ORDER Q-72177

11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021-5059
(303) 801-0000 (main)
(800) 474-4489 (toll free)
www.zolldata.com

Customer Information

Company Name: Medic EMS of Scott County
Address: 400 West 4th Street
Davenport, IA 52801

Bill To: Medic EMS of Scott County
400 West 4th Street
Davenport, IA 52801

Contact: Paul Andorf
Email: andorf@medicems.com

Software, SaaS and Services

Initial Term: 12 months

Offer Expiration: February 18, 2024
ZOLL Representative: Nick Franz

| Road Safety Products | | | | | | | | |
|----------------------|-----------|-------------------------------------------------------------|-----|------------|------|------------|----------------------------|--------------------------|
| Item | Lic. Type | Description | Qty | List Price | Disc | Unit Price | Total Price or ZOLL Online | ZOLL Online Monthly Fees |
| HRS-ZOL | HL | Road Safety ZOLL Online Software Access (Per Vehicle/Month) | 4 | \$15.00 | | \$15.00 | \$2,160.00 | \$60.00 |

| Software | | | | | | | | | |
|----------|-----------|------------------------------------------------------|-----|-----------------|-------------|------|------------|--------------|------------------------|
| Item | Lic. Type | Description | Qty | Unit | List Price | Disc | Unit Price | One-Time Fee | Annual Maintenance Fee |
| CMP | PL | Additional Company (Single) | 4 | Company | \$800.00 | 90% | \$80.00 | \$320.00 | \$657.76 |
| SAP | CUL | RescueNet Billing Professional User | 1 | Concurrent User | \$8,580.00 | 90% | \$858.00 | \$858.00 | \$1,784.67 |
| ECM | PL | ECM Single | 1 | ECM | \$3,300.00 | 90% | \$330.00 | \$330.00 | \$686.40 |
| CSPIMGA | PL | Image Viewer for Scanned Documents | 1 | N/A | \$3,300.00 | 90% | \$330.00 | \$330.00 | \$686.40 |
| STECM | PL | Patient Invoice - Single Trip ECM | 1 | ECM | \$3,300.00 | 90% | \$330.00 | \$330.00 | \$686.40 |
| RPP | PL | Professional Reports/Crystal Interface | 1 | N/A | \$6,875.00 | 90% | \$687.50 | \$687.50 | \$930.56 |
| PR1 | CUL | RescueNet Dispatch Professional User | 20 | Concurrent User | \$8,580.00 | 90% | \$858.00 | \$17,160.00 | \$31,330.20 |
| PRQ | PL | ProQA Interface | 1 | N/A | \$3,850.00 | 90% | \$385.00 | \$385.00 | \$443.08 |
| Q&A | PL | Questionnaire Module | 1 | N/A | \$8,250.00 | 90% | \$825.00 | \$825.00 | \$1,716.00 |
| ZON | PL | Zoning Module | 1 | N/A | \$7,600.00 | 90% | \$760.00 | \$760.00 | \$1,019.60 |
| SSM | PL | System Status Management Module | 1 | N/A | \$8,250.00 | 90% | \$825.00 | \$825.00 | \$1,329.32 |
| PAG | PL | Paging Module | 1 | N/A | \$6,380.00 | 90% | \$638.00 | \$638.00 | \$1,276.00 |
| MBUS25 | TPL | State Map Data (Bi-Annual Updates) - 011-25 Veh/Year | 1 | Vehicle | \$4,180.00 | | \$4,180.00 | \$4,180.00 | \$0.00 |
| GIS | CUL | RescueNet CADGIS (Per Seat) | 7 | Seat | \$2,750.00 | 90% | \$275.00 | \$1,925.00 | \$4,004.00 |
| VSSM15 | PL | Visual System Status Mgmt (Up to 15 Vehicles) | 1 | Vehicle | \$22,000.00 | 90% | \$2,200.00 | \$2,200.00 | \$1,144.00 |
| VSSM16 | PPL | Visual System Status Mgmt (Per Vehicle over 15) | 19 | Vehicle | \$1,100.00 | 90% | \$110.00 | \$2090.00 | \$4,347.00 |
| IMON15 | PL | RescueNet Impedance Monitor (Up to 15 Vehicles) | 1 | Vehicle | \$7,980.00 | 90% | \$798.00 | \$798.00 | \$286.00 |
| IMONV16 | PPL | RescueNet Impedance Monitor (Per Vehicle Over 15) | 19 | Vehicle | \$415.00 | 90% | \$41.50 | \$788.50 | \$1,630.96 |
| EXD | PL | RescueNet ePCR Base System - Disp/Billing Users | 1 | N/A | \$2,200.00 | 90% | \$220.00 | \$220.00 | \$457.60 |
| TMUL | NL | TabletPCR Mobile Unit License | 51 | Device | \$3,300.00 | 90% | \$330.00 | \$16,830.00 | \$35,006.40 |
| TNUL | CUL | RescueNet WebPCR User License | 3 | Concurrent User | \$3,300.00 | 90% | \$330.00 | \$990.00 | \$2,059.20 |
| TSEC | PL | Security Module ePCR | 1 | N/A | \$4,950.00 | 90% | \$495.00 | \$495.00 | \$797.60 |
| TFSU | PL | Fax Server Utility | 1 | N/A | \$3,850.00 | 90% | \$385.00 | \$385.00 | \$800.80 |
| NBPE | PL | RescueNet ePCR Extract - Billing NEMSIS Plug-In | 1 | N/A | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |

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| Software | | | | | | | | | |
|----------|-----|--------------------------------------------------------------|----|---------|------------|-----|----------|------------|------------|
| NEMB | PL | RescueNet ePCR Extract - NEMSIS Base | 1 | N/A | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| PHY | PL | TabletPCR Physio Control LifeNet Interface | 1 | N/A | \$4,950.00 | 90% | \$495.00 | \$495.00 | \$1,029.60 |
| NAV | DL | RescueNet Navigator MDC License (Per Vehicle) | 20 | Vehicle | \$1,600.00 | 90% | \$160.00 | \$3,200.00 | \$6,635.20 |
| NAVAVLP | PL | RescueNet Navigator - AVL Only (With @Work Plus) | 1 | N/A | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| NAVING | PPL | Navigator MS Bing Mapping Annual Recurring Fee (Per Vehicle) | 20 | Vehicle | \$45.00 | | \$45.00 | \$900.00 | \$0.00 |

| SaaS | | | | | | | | | |
|--------|-----------|-----------------------------------------------------|------|---------|------------|-------|------------|-------------|--|
| Item | Lic. Type | Description | Qty | Unit | List Price | Disc | Unit Price | Monthly Fee | |
| HBPRO3 | HL | RescueNet Billing Pro (Per Trip/Month) - Multi-Year | 2805 | Trip | \$2.60 | | \$2.60 | \$7,293.00 | |
| HATWK | HL | RescueNet @work | 39 | Vehicle | \$18.25 | 3.95% | \$17.53 | \$683.64 | |

ONE TIME FEES: \$53,865.00
 MONTHLY FEES: \$8,936.64
 ANNUAL FEES (Mapping): \$4,180.00

TOTAL ONE TIME AND MONTHLY ROAD SAFETY AND SaaS FEES FOR INITIAL TERM: \$165,284.68
 ANNUAL MAINTENANCE FEES: \$100,744.75

Terms

1. **TomTom Territory.** State of IA.
2. **Initial Term.** The Initial Term will begin on the date of last signature below (the "**Effective Date**") and will end the number of months indicated above following the Monthly Fees Commencement Date (as defined in the Agreement). Discounted Fees are rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total Fees in this Order were calculated using the actual price, which are the true and binding totals for this Order.
3. **Assignment.**
 - a. Effective on January 1, 2024 ("**Assignment Effective Date**"), Medic EMS ("**Assignor**") hereby transfers to Customer all of Assignor's right, title and interest in and to any enterprise Software subject to a Prior Agreement (defined below) and all Assignor data, information, and other content stored or maintained in any enterprise, subscription, or hosted Software, SaaS, or Services ("**Assigned Content**"). Assignor authorizes ZOLL to provide to Customer all Assigned Content. Assignor represents and warrants that it (i) has all rights, title, and licenses in Assigned Content or (ii) has obtained all consents and authorizations to transfer Assigned Content to Customer, and that such transfer is in compliance with applicable laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, *et seq.*, and regulations promulgated thereunder (such statute and regulations, collectively, "**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act, including all privacy and security regulations issued thereunder. Assignor understands and agrees that, as of the Effective Date, it will have no further access, pursuant to the Agreement, the Order or the Licenses, to any Assigned Content.
 - b. Customer agrees to and accepts the transfer and assignment of all of Assignor's right, title and interest in and to such enterprise Software and Assigned Content and agrees to accept from ZOLL the provision of all such Assigned Content.
 - c. Assignor and Customer agree that they will take those actions reasonably necessary to carry out the matters contemplated by this Assignment or any of its provisions.
 - d. ZOLL hereby consents to the assignment of such enterprise Software and agrees to provide the Assigned Content to Customer, provided that Assignor and Customer comply with the terms of this Order (as applicable) and Customer makes payment of all One-Time Fees for the transfer of the Maintenance Services. ZOLL's agreement pursuant to this Section 3 is without prejudice to its rights under the Prior Agreements (defined below), this agreement being expressly limited to the assignment to, and assumption by, Customer pursuant hereto and shall not be deemed to be the consent to or authorization for any further or other assignment of the Prior Agreements. Nothing contained in this Section 3 shall be construed as modifying, waiving or affecting any of the provisions, covenants and conditions or any of ZOLL's rights or remedies under the Prior Agreements.
 - e. On the Assignment Effective Date, all Orders by and between Medic EMS and ZOLL Data Systems, Inc. for enterprise, subscription, and hosted Software, SaaS, ASP Services, and Products and Services, as well as the terms and conditions, including applicable addenda, governing such Orders and to which such Orders are subject ("**Prior Agreements**") are terminated and of no further effect (except as otherwise set forth above). For avoidance of doubt, ZOLL will have no further obligations under the Prior Agreements, and any prepayments made by Assignor for Maintenance Services under the Prior Agreements will be credited against amounts owed by Customer for Maintenance Services under this Order.
4. **Government Customers.** If Customer is a political subdivision of the U.S. state in which it is located (the "**State**"), then to the extent expressly required by applicable State and local law ("**State Law**"), the following terms and conditions apply and control over any conflict with the other terms and conditions of the Agreement:
 - a. **Governing Law.** The Agreement will be governed by and interpreted in accordance with State Law without reference to its choice of law rules. Any action between the parties arising from or relating to the Agreement will be brought in a court of competent jurisdiction located in the State. Each party consents to the personal jurisdiction of the state and federal courts located in the State, and the waiver of trial by jury, as set forth in the Agreement, does not apply.
 - b. **Non-Appropriations.** If Customer's payments are based upon the availability of public funding under its authority and, after making due efforts, if Customer fails to appropriate funds or make monies available for the subsequent fiscal year covered by the term of the Agreement, then Customer shall notify ZOLL prior to the start of such fiscal year and this Agreement shall be terminated on the last day of the fiscal year for

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which funds were appropriated or monies made available for such purposes without Customer's further liability for subsequent fiscal year payment

- c. **Public Records Laws.** If Customer is required to comply with State Law regarding public or open records, and if Customer receives a request for such records under State Law for documents containing Confidential Information and concludes that the documents are not otherwise exempt from public disclosure, then Customer will provide ZOLL notice of the request in a timely manner before releasing the documents in order to afford ZOLL sufficient time to review such documents and challenge the disclosure request in court at ZOLL's expense.
- d. **Indemnity and Defense.** Customer's indemnification and defense obligations do not apply to the extent expressly prohibited by State Law.
- e. **Customer's Liability and Sovereign Immunity.** Customer's liability is subject to any monetary limitations and defenses imposed by State Law, and nothing herein serves as a waiver of a party's sovereign immunity.
- f. **Verification of Employment Eligibility.** ZOLL and each applicable subcontractor has registered with and will use the federal E-Verify system to verify the work authorization status of all newly hired employees in compliance with State Law, and the rights and remedies provided by State Law will apply to ZOLL's violation thereof.
- g. **Persons and Records.** Customer and its authorized representatives will have the access to persons and records to the extent required under State Law.
- h. **Exclusions.** To ZOLL's knowledge, ZOLL and its officers, directors, and employees assigned to Customer's account are not excluded or debarred from participation in any federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs"). Listing on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list will constitute "exclusion" for purposes of this paragraph. Any breach of this section will give Customer the right to terminate this Agreement without early termination fees or penalty.
- i. **Boycotts.** ZOLL certifies that it does not and will not participate in boycotts prohibited by State Law.

Except as otherwise set forth herein, this Order is governed by and subject to the terms and conditions, including applicable addenda, available at <https://www.zolldata.com/legal>, and incorporated herein by reference (the "**Agreement**"). By signing below, (1) Customer represents and warrants it has read this Order and the applicable Agreement and agrees to such terms and conditions and (2) each person below represents and warrants that she or he has the authority to bind the party for which she or he is signing.

ZOLL Data Systems, Inc.

Authorized Signature:

Name

Title:

Date:

Medic EMS of Scott County

Authorized Signature:

Name

Title:

Date:

As to Section 3 (Assignment) Only (inclusive of subsections)

Medic EMS

Authorized Signature:

Name

Title:

Date:

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 15, 2024

APPROVING ZOLL SOFTWARE LICENSE TRANSFER FROM MEDIC EMS (NON-PROFIT) TO MEDIC EMS OF SCOTT COUNTY

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

Section 1. This agreement authorizes ZOLL to transfer MEDIC EMS (non-profit) software licenses to MEDIC EMS of Scott County

Section 2. The cost of the license transfer to be incurred by MEDIC EMS of Scott County will be in the amount of \$53,865.00.

Section 3. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said agreement on behalf of the Board.

Section 4: This resolution shall take effect immediately.

**SCOTT COUNTY YOUTH JUSTICE &
REHABILITATION CENTER**

500 West 4th Street

Davenport, Iowa 52801

Ph: (563) 326-8687 Fax: (563) 328-3207

www.scottcountyiowa.com

E-Mail: jkaiser@scottcountyiowa.com



MEMORANDUM

Date: 02/05/2024

To: Scott County Administration and Board of Supervisors

RE: Youth Centered Planning Meetings – Contract Renewal

Program Description

The Youth-Centered Planning Meetings (YCPM) Program provides transitional services for adjudicated delinquent youth returning home from long term residential care. Youth are required to have 3 meetings – one meeting within 30 days of placement, one meeting 30 days prior to discharge from placement and one meeting 30 days post-discharge. The goal of the meetings is to gather all “stakeholders” to the child’s success and develop a transition plan. The transition plans address educational needs, medical/psychiatric/mental health needs, housing, employment, relationship supports, self-sufficiency, social engagement, and behavioral needs. This program has been operated by Scott County Juvenile YJRC since 2018.

Benefit to Community

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

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

Revenue

On-going operating expenses for this program will be covered by a subcontract between 7th Judicial Juvenile Court Services and Division of Criminal and Juvenile Justice Planning grant funding. (Contract attached) Scott County will charge \$410 for the initial YCPM meeting and \$330 each subsequent meeting. Food, supplies, and transportation costs are reimbursed in addition to the base rates under this contract.

The contract would need to be signed by the Scott County Board of Supervisor’s Chairperson in order for the program to continue billing for services.

Jeremy Kaiser, Director

Scott County Juvenile Detention

CONTRACT DECLARATIONS AND EXECUTION

Intergovernmental Contract: Non-State Agency

| RFP or Informal Solicitation # | Contract # |
|--------------------------------|-------------|
| N/A | 07-JD22-23F |

| Title of Contract |
|-------------------------------------------------------|
| District 7 Juvenile Justice/Youth Development Project |

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") | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name/Principal Address of Agency: Iowa Department of Health and Human Services 321 East 12th Street Des Moines, IA 50319 | Agency Billing Contact Name / Address: Jim Mezera 321 E 12th St., Des Moines, IA 50319 Phone: 515-281-8537 |
| Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): Tim Johnson 321 East 12th Street Des Moines, IA 50319 Phone: 319-538-2200 E-Mail: tim.johnson@iowa.gov | Agency Contract Owner (hereafter "Contract Owner") / Address: Amy Tack 321 East 12th Street Des Moines, IA 50319 E-Mail: atack@dhs.state.ia.us |

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

| Contract Information | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Start Date: 10/01/2023 | End Date of Base Term of Contract: 09/30/2024 |
| Possible Extension(s): Not applicable | |
| Contract Contingent on Approval of Another Agency: No Which Agency? Not applicable | ISPO Number: Not applicable |
| | 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? Yes | Contractor a Qualified Service Organization? No |
| Contractor subject to Iowa Code Chapter 8F? Yes | Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No |
| Contract Payments include Federal Funds? Yes The Contractor for federal reporting purposes under this Contract is a: Subrecipient Federal Funds Include Food and Nutrition Service (FNS) funds? No UEI #: JK4TQLEH2PN5 The Name of the Pass-Through Entity: Iowa Department of Health and Human Services | |
| CFDA #: 16.540 Grant Name: Juvenile Justice and Delinquency Prevention to States | Federal Awarding Agency Name: United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention |

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 Board of Supervisors | Agency, Iowa Department of Health and Human Services |
| Signature of Authorized Representative: | Signature of Authorized Representative: |
| Printed Name: Ken Beck | Printed Name: Amy Tack |
| Title: Chair, Scott County Board of Supervisors | Title: Director, Internal Controls and Accountability |
| Date: | Date: |

| |
|-----------------------------|
| Iowa Code Chapter 8F |
|-----------------------------|

As a condition of entering into this Contract with the Agency, the Contractor certifies that: 1) it has the information required by Iowa Code Chapter 8F and referenced in Section 3.4, Certification Regarding Iowa Code Chapter 8F available for inspection by the Agency and the Iowa Legislative Services Agency; and 2) the Contractor is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the Contractor and the requirements of Iowa Code Chapter 8F.

[Per Iowa Code § 8F.3(2), certification shall be signed by: 1) An officer AND director; OR 2) Two directors; OR 3) The sole proprietor of the Contractor, whichever is applicable]

| | |
|-----------------------------------------|-----------------------------------------|
| Contractor, by: | Contractor, by: |
| Signature of Authorized Representative: | Signature of Authorized Representative: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

- The Iowa Juvenile Justice/ Youth Development Project is required as a part of Iowa's compliance with the Juvenile Justice and Delinquency Prevention Act of 1974 Public Law 93-415, as amended in 2002, and as reauthorized and amended in 2018 as the Juvenile Justice Reform Act, Public Law 115-385 (the JJDP Act). The JJDP Act authorizes the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP), to provide funding to states for the purpose of improving juvenile justice programming at the state and local level. Criminal and Juvenile Justice Planning (CJJP) within HHS has been designated to administer OJJDP grant funds for state and local juvenile justice programming in Iowa.
- The Standardized Program Evaluation Protocol (SPEP™) is a validated, data driven rating instrument for determining how well an existing service matches research evidence for the effectiveness of that particular type of intervention in terms of reducing the recidivism of juvenile offenders. Developed by Dr. Mark Lipsey at Vanderbilt University, the SPEP™ operationalizes more than 700 research studies allowing practitioners to directly apply research to juvenile justice practice. It allows both brand name and non-brand name services to be matched to a large body of research on program effectiveness.

1.2 Contract Purpose.

The purpose of this contract is to define responsibility for providing community based juvenile justice programming in conformance with the Iowa Juvenile Justice/Youth Development Project.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

- Youth centered planning meetings to clients identified by Juvenile Court Services, 7th Judicial District transitioning back into their home community after out of home placement
- Coordination of all stakeholders relevant to the youth's success to gather and develop a transition plan that includes educational needs, medical/psychiatric/mental health needs, housing, employment, relationship supports, self-sufficiency, social engagement, and behavioral needs including;
 - an initial Youth Centered Planning Meeting no later than 14 business days from the date of the referral
 - a second Youth Centered Planning Meeting 30 days prior to discharge from placement
 - a final Youth Centered Planning Meeting in the community, which is 30 days post-discharge
 - follow-up with all youth who have participated in the Youth Centered Planning Meeting process to assess if identified goals have been completed or are still in progress.
- Timely submission of Agency approved OJJDP required performance measures including;
 - individuals served
 - service delivery using evidence based/promising programs and/or practices
 - training and technical assistance activities
 - prevention and intervention outcomes observed
 - program quality, exits, and successful completions
 - youth accountability measures
 - protective factors
 - productive lives measures
 - victimization measures
- Complete and accurate status reports by the due dates specified in 1.3.2
- Detailed reimbursement claims within the scope of the approved budget in Iowa Grants
- Adequate staff support, coordination, and participation with the SPEP process.

1.3.2 Performance Measures.

Contractor shall submit program progress/ status reports in Iowa Grants as follows:

| <u>Reporting Period</u> | <u>Due Date</u> |
|-----------------------------------|------------------|
| October 1, 2023-March 31, 2024 | April 30, 2024 |
| April 1, 2024- September 30, 2024 | October 30, 2024 |

With the exception of the final report, the progress/status report must indicate, at a minimum, all activities undertaken and general progress of the Project during the period covered by the report. The final report must, in addition to information regarding the covered by it, contain an evaluation of the project in its entirety including data necessary for HHS to verify the success or failure of the project and a statement of the effectiveness of the project.

HHS will approve or notify Contractor of a non-approval of a progress/status report within fourteen (14) calendar days of receipt of the report by HHS. If a report is not approved by HHS, Contractor shall have seven (7) calendar days to resubmit the report.

1.3.3 Agency Responsibilities.

The Agency shall provide the following:

- Monitoring, training, and technical assistance to aid in the administration of juvenile delinquency prevention and youth development programming
- Aggregate data for reporting OJJDP required performance measures on behalf of the state
- Adequate staff support and coordination to implement the SPEP process.

1.3.4 Monitoring, Review, and Problem Reporting.

1.3.4.1 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:

HHS reserves the right to monitor the Contractor's performance through site visits, reports, or other means deemed necessary by HHS. The Contractor agrees that HHS may conduct site visit to review contract compliance, assess management controls, assess the applicable activities or strategies being implemented, and provide technical assistance. In addition, the Contractor shall provide any data or information required for the purposes of monitoring and program evaluation. Such evaluation may be conducted by HHS or other appropriate agencies. The Contractor shall ensure the cooperation of employees, agents, and board members in such efforts.

1.3.4.2 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.

1.3.4.3 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.

1.3.4.4 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.

1.3.5 Contract Payment Clause.

1.3.5.1 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 \$38,651.00 during the entire term of this Contract. The amount of funding for Contractor for the FFY 20 award under this Agreement shall not exceed \$83.40 of federal funds. The amount of funding for Contractor for the FFY 21 award under this Agreement shall not exceed \$38,567.60 of federal funds. Payment will occur in accordance with the approved budget in Iowa Grants following the receipt and approval of reimbursement claims submitted to Iowa Grants.

1.3.5.2 Payment Methodology. Contractor shall invoice the agency on a monthly basis for reimbursement of services performed in compliance with the Scope of Work.

1.3.5.3 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.

1.3.5.4 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).

1.3.5.5 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.

1.3.5.6 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.

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

1.4 Insurance Coverage.

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

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

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

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

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

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

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

1.6 Reserved. (*Labor Standards Provisions.*)

1.7 Reserved. (*Additional Terms.*)

SECTION 2. GENERAL TERMS FOR SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.4 Compensation.

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

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

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

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

2.5 Termination.

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

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

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

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

2.5.1.4 The Contractor terminates or suspends its business;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6 Indemnification.

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

2.6.1.1 Any breach of this Contract;

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

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

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

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

2.7 Insurance.

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

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

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

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

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

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

2.8 Ownership and Security of Agency Information.

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

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

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

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

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

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

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

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

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

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

2.9 Intellectual Property.

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

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

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

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

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

2.10 Warranties.

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

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

2.10.2 Contractor represents and warrants that:

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

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

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

2.10.3 The Contractor represents and warrants that:

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

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

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

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

2.10.4 The Contractor represents and warrants that the Deliverables shall:

2.10.4.1 Be free from material Deficiencies; and

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

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

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

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

2.11 Acceptance of Deliverables.

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

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

2.12 Contract Administration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.12.23 Authorization. The Contractor represents and warrants that:

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

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

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

2.12.25 Records Retention and Access.

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

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

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

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

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

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

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

2.12.26 Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: CONTINGENT TERMS FOR SERVICE CONTRACTS

3.1 Federal Certifications and Terms. The following terms apply, to the extent applicable by law, when the Contract is funded with any federal funds.

3.1.1 Certification of Compliance with Pro-Children Act of 1994. The Contractor must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the Deliverables are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where Women, Infants, and Children (WIC) coupons are redeemed.

The Contractor further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

3.1.2 Certification Regarding Drug Free Workplace

3.1.2.1 Requirements for Contractors Who are Not Individuals. If the Contractor is not an individual, the Contractor agrees to provide a drug-free workplace by:

3.1.2.1.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3.1.2.1.2 Establishing a drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The Contractor's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations;

3.1.2.1.3 Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by Subsection 3.1.2.1.1;

3.1.2.1.4 Notifying the employee in the statement required by Subsection 3.1.2.1.1 that as a condition of employment on such contract, the employee will:

- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

3.1.2.1.5 Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 3.1.2.1.4 from an employee or otherwise receiving actual notice of such conviction;

3.1.2.1.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 8104; and

3.1.2.1.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this subsection.

3.1.2.2 Requirement for Individuals. If the Contractor is an individual, by signing the Contract, the Contractor agrees not to engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

3.1.2.3 Notification Requirement. The Contractor shall, within thirty (30) days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 8102(a)(1)(D)(ii) or 41 U.S.C. § 8103(a)(1)(D)(ii):

3.1.2.3.1 Take appropriate personnel action against such employee up to and including termination; or

3.1.2.3.2 Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

3.1.3 Equal Employment Opportunity. If this Contract is a “federally assisted construction contract” as defined in 41 C.F.R. part 60-1.3, and except as otherwise may be provided under 41 C.F.R. part 60, this Contract includes, by reference, the equal opportunity clause provided under 41 C.F.R. 60–1.4(b) in accordance with Executive Order 11246, Equal Employment Opportunity (30 C.F.R. 12319, 12935, 3 C.F.R. 1964–1965 Comp., p. 339) as amended by Executive Order 11375 amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. part 60.

3.1.4 Davis-Bacon Act, as amended. When required by federal program legislation, the Contractor (and its subcontractors) for prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). In accordance with the statute, among other things, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and are required to pay wages not less than once a week.

3.1.5 Copeland “Anti-Kickback” Act. If applicable, the Contractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

3.1.6 Contract Work Hours and Safety Standards Act. Where applicable, if this Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. §§ 3702 and 3704 as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3.1.7 Rights to Inventions Made Under a Contract or Agreement. If this Contract is funded by a federal “funding agreement” as defined under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the federal awarding agency.

3.1.8 Clean Air Act. If this Contract is in excess of \$150,000, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

3.1.9 Debarment and Suspension.

3.1.9.1 Contract Award. A “contract award” (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

3.1.9.2 Certification Related to Debarment and Suspension. If this is a covered transaction, the Contractor certifies to the best of its knowledge and belief that it and its principals and subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

This certification is a material representation of fact upon which reliance was placed when the Agency determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the Agency may terminate this Contract.

The Contractor shall provide immediate written notice to the Agency if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The terms “covered transaction,” “debarment,” “suspension,” “ineligible,” “lower tier covered transaction,” “principal,” and “voluntarily excluded,” as used in this section, have the meanings set out in 2 C.F.R. part 180.

The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts.

3.1.10 Restriction on Lobbying.

The Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), sets conditions on the use of Federal funds supporting this Contract. The Contractor shall comply with all requirements of 45 C.F.R. part 93, which are incorporated herein as if fully set forth. No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an officer or employee of any agency (as defined in 5 U.S.C. § 552(f)), a member of Congress in connection with the award of this Contract, the making of any federal funding grant award connected to this Contract, the making of any Federal loan connected to this Contract, the entering into any cooperative agreement connected to this Contract, and the extension, continuation, or modification of this Contract.

3.1.10.1 Contractors that apply or bid for an award exceeding \$100,000 shall file with the Agency a certification form, set forth in Appendix A of 45 C.F.R. part 93, certifying the Contractor, including any subcontractor(s) at all

tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 C.F.R. § 93.100.

3.1.10.2 The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 C.F.R. part 93, in the event the Contractor or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 C.F.R. § 93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

3.1.10.3 The Contractor shall file with the Agency subsequent disclosure forms at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed. Such events include:

3.1.10.3.1 A cumulative increase of \$25,000 or more in the amount paid or expected to be paid to influence a covered Federal action;

3.1.10.3.2 A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; and

3.1.10.3.3 A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

3.1.10.3.4 The Contractor may be subject to civil penalties if the Contractor fails to comply with the requirements of 45 C.F.R. part 93. An imposition of a civil penalty does not prevent the Agency from taking appropriate enforcement actions which may include, but not necessarily be limited to, termination of the Contract.

3.1.10.4 To fulfill the certification requirement in 45 C.F.R. part 93, the Contractor certifies to the following by entering into this Contract:

3.1.10.4.1 Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 1 for each such failure.

3.1.10.4.2 Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.1.11 Procurement of Recovered Materials. The Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3.1.12 Federal Licenses.

3.1.12.1 Licensing. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the federal government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the federal awarding agency reserves certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

3.1.12.2 Software Ownership Rights and Federal License. The Contractor shall ensure that the Agency has all ownership rights in software or modifications thereof and associated documentation designed, developed or installed pursuant to the Contract. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, software and associated documentation designed, developed or installed in whole or in part with federal funds pursuant to this Contract.

3.1.13 Audits of Federally-Funded Contracts: Audit of Non-Federal Entity. Non-federal entities, as that term is defined in 45 C.F.R. § 75.2, that expend \$750,000 or more in a fiscal year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single audits must be completed and the data collection form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after the Contractor’s receipt of the auditor’s report(s), or nine months after the end of the audit period. The Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing material findings, if provided by the auditor, promptly following receipt by Contractor. The Contractor shall also submit one (1) copy of the final audit report to the Agency within thirty

(30) days after the Contractor's receipt thereof, if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. The requirements of this subsection shall apply to the Contractor as well as any subcontractors.

When internal control over some or all of the compliance requirements for a major program are likely to be ineffective in preventing or detecting noncompliance, the planning and performing of testing are not required for those compliance requirements. However, the auditor must report a significant deficiency or material weakness in accordance with § 200.516 Audit findings, assess the related control risk at the maximum, and consider whether additional compliance tests are required because of ineffective internal control.

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

3.1.14 Food and Nutrition Services Funded Contract. If applicable, the Contractor shall comply with the requirements of the USDA's regulation regarding nondiscrimination (7 C.F.R. parts 15, 15b), Title VI of the Civil Rights Act of 1964 (Public Law 83-352), section 11(c) of the Food Stamp Act of 1977, as amended, the Food Stamp Act of 1977, as amended, the Age Discrimination, Act of 1975 (Public Law 95-135) and the Rehabilitation Act of 1973 (Public Law 93-112, section 504) and all requirements imposed by regulations issued pursuant to these Acts by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, age, political belief, religion, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under the Food Stamp Program.

3.2 Business Associate Agreement. If the Contractor acts as the Agency's Business Associate and performs certain services on behalf of or for the Agency pursuant to this Contract that involves information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 C.F.R. part 160 and 164, then the Contractor is the Agency's Business Associate. By signing this Contract, the Business Associate certifies it will comply with the Business Associate Agreement Addendum ("BAA"), and any amendments thereof, as posted to the Agency's website: <http://dhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into the Contract by reference.

By signing this Contract, the Business Associate consents to receive notice of future amendments to the BAA through electronic mail. The Business Associate shall file and maintain a current electronic mail address with the Agency for this purpose. Notwithstanding anything to the contrary in the Contract, the Agency may amend the BAA by posting an updated version of the BAA on the Agency's website at: <http://dhs.iowa.gov/HIPAA/baa>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Agency of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of the Agency's notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment that must be signed by the Business Associate, Agency Director, and the Agency Security and Privacy Officer.

If there is a conflict between the BAA and provisions in Section 2.8, Ownership and Security of Agency Information, the provisions in the BAA shall control.

3.3 Reserved. (Qualified Service Organization)

3.4 Certification Regarding Iowa Code Chapter 8F. If the Contractor is or becomes subject to Iowa Code chapter 8F during the term of this Contract, which includes any extensions or renewals thereof, the Contractor shall comply with the following:

3.4.1. As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

3.4.2 The Contractor agrees that it will provide the information described in this section to the Agency or the Legislative Services Agency upon request. The Contractor shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.

3.4.3 Pursuant to Iowa Code § 8F.4, the Contractor shall file an annual report with the Agency and the Legislative Services Agency within ten (10) months following the end of the Contractor's fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:

3.4.3.1 Financial information relative to the expenditure of state and federal moneys for the prior year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

3.4.3.2 Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.

3.4.3.3 Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of the Contractor covering the preceding year.

3.4.3.4 Corrective action taken or planned by the Contractor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.

3.4.3.5 Any changes in the information submitted in accordance with Iowa Code § 8F.3

3.4.3.6 A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.

3.4.3.7 In addition, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

3.5 Reserved. (Software Contracts)

SPECIAL CONTRACT ATTACHMENTS

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

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 15, 2024

CONTRACT FOR YOUTH CENTERED PLANNING MEETING PROGRAM SERVICES

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

Section 1. That the Scott County Juvenile Detention and Diversion Programs will provide the YCPM program for youth through a contract with the 7th Judicial District of Iowa, Juvenile Court Services department, ending September 30, 2024.

Section 2. This resolution shall take effect immediately.

TIM LANE
Scott County Sheriff



400 West 4th Street
Davenport, Iowa 52801-1104

Item 07
2/13/2024

JOE CAFFERY
Chief Deputy Sheriff

SHAWN ROTH
Chief Deputy Sheriff

EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689 (FAX)

www.scottcountyiowa.gov/sheriff
sheriff@scottcountyiowa.gov

Date: 02/13/2024

Memo To: Scott County Board of Supervisors

From: Sheriff Tim Lane

REF: Approve Civil Service Commission Second Captain

I am requesting Board approval to appoint an additional captain and eliminate 1 lieutenant position, not to occur before 7/1/24 (fiscal year 2025). The Scott County Civil Service Commission has already approved this change, so I am now requesting Board approval of such change. This request is not an expansion of the Sheriff's Office administrative staff, but rather an adjustment in the Sheriff's Office rank structure.

The salary of this additional captain will be set at 80 percent of the Sheriff's salary.

If you should need any further information, please feel free to contact me.

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 15, 2024

APPOINTMENT OF AN ADDITIONAL CAPTAIN POSITION AND ELIMINATE
ONE LIEUTENANT POSITION.

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

- Section 1. That the appointment of an additional captain position by the Sheriff is hereby approved as presented.
- Section 2. That the elimination of one lieutenant position be approved as presented.
- Section 3. The salary of the additional captain be set at 80 percent of the Sheriff's salary.
- Section 4. This resolution shall take effect 7/1/2024.

TIM LANE
Scott County Sheriff

Item 08
2/13/2024

SHAWN ROTH
Chief Deputy Sheriff



JOE CAFFERY
Chief Deputy Sheriff

EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689 (FAX)

400 West 4th Street
Davenport, Iowa 52801-1104

www.scottcountyiowa.gov/sheriff
sheriff@scottcountyiowa.gov

Date: 02/13/2024

Memo To: Scott County Board of Supervisors

From: Sheriff Tim Lane

REF: Appointment of New Chief Deputy and Captain

Due to the retirement of Major Bryce Schmidt, I have appointed Captain Joe Caffery as chief deputy/major and appointed Lieutenant Sean Thompson to captain, replacing Captain Joe Caffery.

The salary will be set at 85 percent of the Sheriff's salary for the chief deputy/major position and 80 percent of the Sheriff's salary for the captain position. This is a reduction of 3 percent from the current captain position, so this request does not require any additional budget dollars.

This is a request to change the pay percentage of the captain position.

If you should need any further information, please feel free to contact me or Major Shawn Roth.

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 15, 2024

APPOINTMENT OF CAPTAIN JOE CAFFERY TO CHIEF DEPUTY/MAJOR AND
APPOINTMENT OF LIEUTENANT SEAN THOMPSON TO CAPTAIN.

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

- Section 1. The salary of Chief Deputy/Major Joe Caffery be set at 85 percent of the Sheriff's salary.
- Section 2. The salary of Captain Sean Thompson be set at 80 percent of the Sheriff's salary.
- Section 3. This resolution shall take effect immediately.

TIM LANE
Scott County Sheriff

Item 09
2/13/2024

SHAWN ROTH
Chief Deputy Sheriff



JOE CAFFERY
Chief Deputy Sheriff

EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689 (FAX)

400 West 4th Street
Davenport, Iowa 52801-1104

www.scottcountyiowa.com/sheriff
sheriff@scottcountyiowa.com

Date: 02/13/2024
Memo To: Scott County Board of Supervisors
From: Sheriff Tim Lane
REF: **Jail Staffing Discussion**

I am requesting a discussion concerning Jail staffing issues.

- Currently there are 51 of 64 corrections officers working in the Jail.
- Minimum correctional officer staffing is 48 so we have only 3 over minimum staffing.
- One sergeant will be retiring in April 2024.
- There are currently no corrections officers in the field training program.
- There are currently no job offers to corrections officer candidates.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

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



February 7, 2024

TO: Mahesh Sharma, County Administrator

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

SUBJECT: Figge Art Museum CAT Grant matching request and Mississippi Valley Fair, Inc. CAT Grant matching request

Scott County has received two requests for the February 15, 2024 Community Attraction and Tourism (CAT) grant filing deadline. The County normally budgets \$50,000 per year in CAT grant funding in our capital program, as the projects are generally capital in nature to meet the state program guidelines. For fiscal year 2024 the County has budgeted \$40,000 for Nahant Marsh and \$10,000 for the City of Bettendorf. For fiscal year 2025, the County has budgeted \$40,000 for the City of Bettendorf and has \$10,000 unbudgeted. For fiscal years 2026 - 2029 we have \$50,000 budgeted per year. County matching contributions have ranged from \$20,000 to \$100,000 over one to three years.

The Figge Art Museum is planning to seek a Community Attraction and Tourism (CAT) grant of \$900,000 to fund a community lighting projects at the Figge. The project will be considered Iowa's largest art exhibit, *Evanescent Field*. The Figge anticipates increased visibility, enhanced visitor experiences, and boosted tourism. The Enhance Iowa CAT grant requires a match from Scott County and the City of Davenport. The Figge provided additional details in the attachments.

The Mississippi Valley Fair is intending to apply for a CAT grant for a major renovation and repair of the existing 105-year-old grandstand at the fairground. The upgrade will enhance safety and competitiveness to attract events. The annual fair last year drew over 120,000 people, as well as thousands more during interim events like races, tractor pulls, monster trucks, and other events. The estimated costs is over \$1 million. The Enhance Iowa CAT grant requires a match from Scott County and the City of Davenport. The fairgrounds provided additional details in the attachments.

As both organizations request a commitment by February 15, it is recommended to authorize the Board chair to act on consensus for any commitments the Board would like to make.

Further discussion can take place at the Committee of the Whole on February 13, 2024.

Attachments enclosed

Figge Art Museum
225 West Second Street
Davenport, Iowa 52801
t 563.326.7804
f 563.326.7876
www.figgeartmuseum.org



Figge Art Museum – *Evanescent Field*

About the Project

The Figge Art Museum has commissioned internationally renowned light artist Leo Villareal, in collaboration with RDG Planning of Des Moines, to create *Evanescent Field*, a monumental light sculpture for its façade. Consisting of 3,106 linear feet of powerful vibrant, full-color LED fixtures, this dynamic work of art will be driven by software and algorithmically generated patterns, resulting in a continuously evolving contemporary masterpiece and the largest public artwork in Iowa. Accessible to all free of charge, *Evanescent Field* will provide cultural engagement opportunities, support life-long learning, enhance the quality of life for the residents of our community, and have a significant impact on people of all backgrounds, races, and identities.

Evanescent Field promises to be a transformative addition to the Quad Cities. With Leo Villareal's global reputation, the Figge anticipates increased visibility, enhanced visitor experiences, and boosted tourism. High Trestle Bridge in Madrid, IA, for example, which combines public art and light, draws an estimated 250,000 visitors each year.

Enhance Iowa Funding Opportunity

Enhance Iowa's Community Attraction and Tourism (CAT) grant provides an exciting opportunity for the Figge Art Museum to close the gap in funding needed to complete *Evanescent Field*. The CAT program assists communities in the development and creation of multiple purpose attraction or tourism facilities. CAT awards can help position a community to take advantage of economic development opportunities in tourism and strengthen a community's competitiveness as a place to work and live.

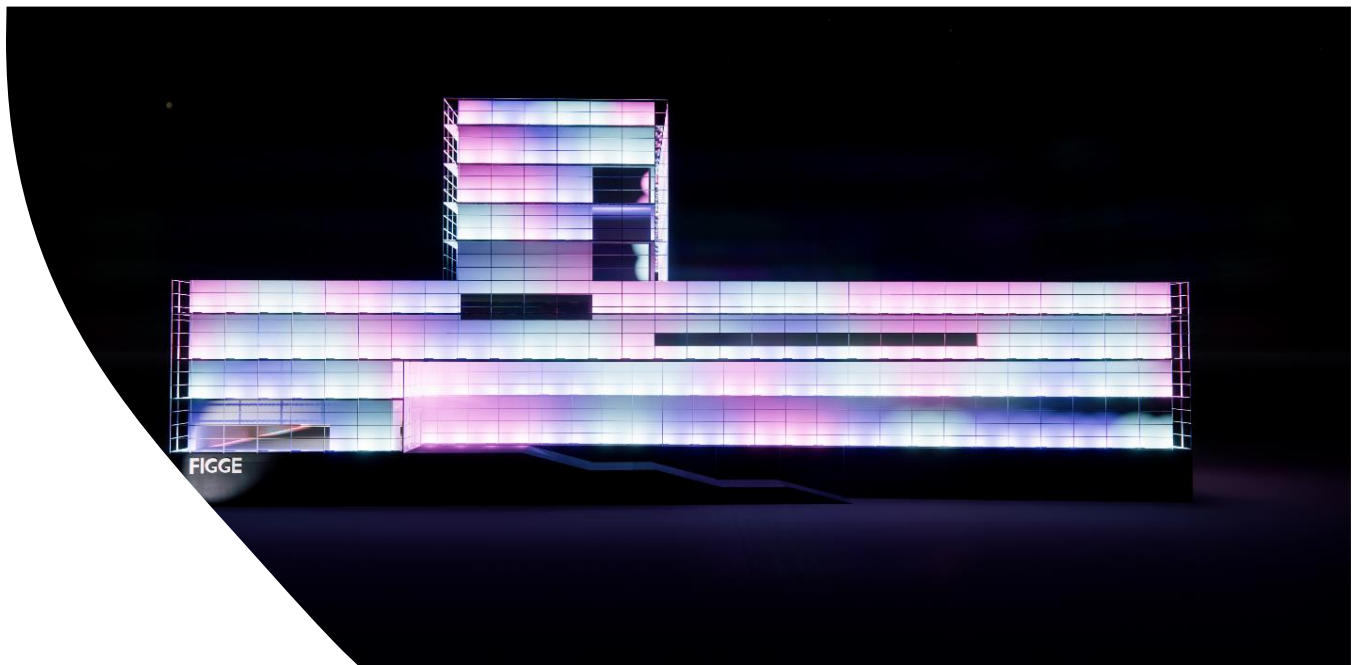
The Enhance Iowa CAT grant requires a match from Scott County, which the Figge will leverage to request over \$900,000 in additional project funding.

Project Renderings

Video simulation: <https://www.youtube.com/watch?v=-4KdjmPNNRw&t=16s>

November 2023 mockup: https://youtu.be/OZ_VM_ofr8M?







Mississippi Valley Fair, Inc.

2815 West Locust Street • Davenport, IA 52804

(563) 326-5338

www.mvfair.com

Shawn Loter

General Manager

February 6, 2024

Scott County Administrator
Mahesh Sharma
CC: David Farmer
admin@scottcountyiowa.gov

Dear Mahesh,

The Mississippi Valley Fair intends to apply for a grant from Enhance Iowa through the Iowa Economic Development Authority for a major renovation and repair of the existing 105-year-old grandstand at the Fairgrounds. In order to apply for funding for CAT awards, the Enhance Iowa Board requires cash contributions from the city and county where the project is located. We are respectfully requesting that the county consider this contribution. The Mississippi Valley Fair strives to maintain state of the art facilities for the city, county, state and nation. The upgrade not only contributes to the safety of patrons but strengthens the community's competitiveness as a place to work and live. The grandstand concerts during the annual fair last year drew over 120,000 people, as well as thousands more during interim events like races, tractor pulls, monster trucks and other events.

The 105-year-old grandstand shows some wear and tear in areas exposed to the elements (east and west ends and box seat area). The existing aluminum seating will be removed, and damaged lumber in the structure will be replaced. A gutter system will be installed under the beams to funnel any water out of the grandstand to concrete area in front walkway in the grandstand. The flooring will be replaced with treated wood. The existing aluminum bench seats would be reused. Lighting will be installed on all stairs. The estimated cost is over one million dollars.

There is no specific dollar amount required as a city or county funding. The funding amount is not as important as your support of the Mississippi Valley Fair and the project. I would be happy to visit with you to explain the renovation project in more detail if you would like as well. Time is of the essence, so I would appreciate a response as soon as possible.

Thank you!

Regards,
Shawn Loter
General Manager

Mississippi Valley Fair

July 30th - August 4th, 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 15, 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 Sean Eckhardt to the Planning and Zoning Commission for an unexpired term expiring January 19, 2027 is hereby approved.
- Section 2. This resolution shall take effect immediately.