



**WOODBURY COUNTY**



11/05/13

Ta

121 Deer Run Trail/Climbing Hill, IA 51015/712-876-2212

**Memo**

**Date:** 10-30-2013

**To:** Woodbury County Board of Supervisors

**From:** Woodbury County Emergency Services

**Subject:** 2014 EMS System Development Grant

Previously the Woodbury County Board of Supervisors approved that Woodbury County Emergency Services Director; Gary Brown and staff would be allowed to administer the 2014 EMS System Development Grant for the Woodbury County EMS Association. This grant provides assistance to rural Woodbury County EMS Responders for initial training expenses as well as continued education.

There have been some minor changes in how the State of Iowa is facilitating the 2014 EMS System Development Grant. Previously, the grant documentation and reporting were worked through Woodbury County Emergency Services SharePoint account.

The new guideline with this grant is that the EMS System Development Grant and ALL other grants with the Iowa Department of Public Health must be located at the Woodbury County Board of Supervisors SharePoint account. This requires a signed SharePoint User Memorandum of Understanding (MOU) that would include Woodbury County Auditor Office, Woodbury County Sheriff's Office and Woodbury County Emergency Services.

With the State of Iowa's instruction and the Woodbury County Board's approval we can list the Woodbury County Auditor's Office, Jean Jessen as Contract Administrator for this Agreement. The Auditor's Office is the department that currently obtains grant documentation and provides assistance to expedite multiple grants for Woodbury County. This will also eliminate the need for an updated MOU annually as the Chairmen of the Board changes in the beginning of each New Year.

Authorized Users listed that have total access and are allowed to sign grant documentation for this MOU agreement are the Woodbury County Sheriff, Dave Drew and Woodbury County Emergency Services Director, Gary Brown.

Authorized Users listed that have total access to all documentation and reporting however, not allowed sign are Woodbury County Sheriff's Office Administrative Assistant, Jennifer Beeson and Woodbury County Emergency Services Administrative Assistant, Dawn Zahnley.

**Action Needed-**

Approve the Woodbury County Auditor Office, Jean Jessen the authority to sign on behalf of Woodbury County as Contract Administrator for the SharePoint User Memorandum of Understanding Agreement with the Iowa Department of Public Health.

**SHAREPOINT USER MEMORANDUM OF UNDERSTANDING (MOU)  
IDPH SERVICE CONTRACT CENTER**

**BETWEEN THE  
IOWA DEPARTMENT OF PUBLIC HEALTH  
AND THE**

Insert Contractor Legal Name (include D/B/A "doing business as" as applicable):

Woodbury County Board of Supervisors DBA Woodbury County

**SECTION 1. IDENTIFICATION OF THE PARTIES.**

The Iowa Department of Public Health (herein referred to as the Department) is a state agency authorized to enter into this agreement. The Department's address is Lucas State Office Building, 321 East 12<sup>th</sup> Street, Des Moines, Iowa 50319-0075.

The Woodbury County (herein referred to as the Contractor)

is a Governmental Entity organized under the laws of the state of Iowa.

The Contractor's address is:

620 Douglas, Room 104, Sioux City, IA 51101

**SECTION 2. PURPOSE.**

It is the mutual desire of the Department and the Contractor to collaborate on SharePoint electronic service contract initiatives. The SharePoint Server ("SharePoint") is a Web-based document library system which allows the Department and Authorized Users to distribute and receive competitive selection and service contract documents, business records and financial documents.

The primary reason for this Memorandum of Understanding (MOU) is to grant certain limited rights to the Contractor with respect to the use of SharePoint Service Contract Center and to provide the terms and conditions which shall govern the Contractor's use of the SharePoint Service Contract Center. This Agreement shall also outline the terms under which the Department shall add Authorized Users for access to the Contractor's SharePoint site.

**SECTION 3. DURATION OF AGREEMENT.**

The initial term of this Agreement is for six years, effective on the date of signatures unless terminated earlier in accordance with the terms of this Agreement. After expiration of the initial term, the Department may elect to renew this Agreement for additional periods upon such terms and conditions as may be acceptable to the Department.

**SECTION 4. CONTRACT ADMINISTRATORS.**

Marcia Spangler, Division Director, Division of Administration and Professional Licensure has been designated by the Department to act as its contract administrator for this Agreement. The Department’s contract administrator must approve any changes in the terms or conditions specified in this Agreement. Contact information:

Name	Marcia Spangler
Business Name	Iowa Department of Public Health
Street Address	Lucas State Office Building, 321 East Twelfth Street
City, State, Zip	Des Moines, IA 50319-0075
Telephone Number	515-281-7689
E-mail address	Marcia.spangler@idph.iowa.gov

The individual identified below has been designated by the Contractor to act as its contract administrator for this Agreement. This individual is responsible for administrative matters of this Agreement and serves as the primary contact for legal and administrative matters and shall be an individual that has the authority to legally obligate the Contractor.

Contact information:

Name:

Business Name/Title:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

The Contractor shall provide written notification to the Department within ten (10) working days for any change to the Contract Administrator. Such notification shall include successors Name, title, business address, telephone number, and email address.

**SECTION 5. DUTIES OF THE DEPARTMENT.**

The Department agrees:

- A. The Department shall maintain a license agreement with Microsoft for SharePoint Server.
- B. The SharePoint is managed by staff at the Department. The Department shall provide technical support through a Help Desk available Monday – Friday 8 AM to 4 PM at email [Sharepointhelp@idph.iowa.gov](mailto:Sharepointhelp@idph.iowa.gov) or 1-866-520-8987. A tutorial guide is available at Help Viewer tab within SharePoint.
- C. The Department shall have the sole authority and responsibility to add and manage all Authorized Users, unless otherwise designated by the Department.

- D. The Department shall verify the status of Authorized Users prior to acceptance of any legal or financial document from the SharePoint site (i.e. the individual signing the contract is authorized at the appropriate level in section 6 of this MOU).
- E. The Department shall send all legal and administrative notifications regarding SharePoint Service Contract Center, including but not limited to updates, announcements, , and MOU questions and issues, to the individual named as contract administrator in Section 4.
- F. The Department assumes no responsibility for documents posted by non-Department Authorized Users and no responsibility for the activities, omissions, or other conduct of non-Department Authorized Users. If notified by an Authorized User of a document which allegedly does not conform to the terms and conditions of the MOU, the Department shall investigate the allegation and determine in its sole discretion whether to remove the document. The Department may also monitor documents at random and shall investigate inappropriate posting, usage, or conduct and determine in its sole discretion whether to remove the document. The Department may also terminate the MOU if an Authorized User violates any of the terms or conditions of this MOU.

## SECTION 6. DUTIES OF THE CONTRACTOR.

The Contractor agrees:

- A. To maintain the following system requirements for use of SharePoint:
  - Internet access
  - Operating System: Windows XP or newer
  - Software Applications: Microsoft Internet Explorer 6.0 or newer  
Microsoft Office 2000 or newer (including Excel)  
Adobe Acrobat Reader 8.0 or newer

Authorized Users will be required to add a Trusted Site address to Internet Explorer to be able to install Active-X controls that are used by SharePoint.

Authorized Users must have a unique and individual electronic mail address.

- B. To designate appropriate user authorization level to individual(s) to ensure compliance with contract submissions and conditions for all contracts with the Department that must be managed within the SharePoint system.

There are three “levels” of user authorizations. The Contractor shall designate staff to utilize SharePoint for the following functions:

- a. Execution and Submission of Legal Documents

The following persons are designated as Authorized Users for the **execution and submission of legal documents, as well as competitive selection proposals. The individuals designated in this section will have the authority to legally obligate the Contractor by inserting their electronic signature and submitting these documents.** These Authorized Users will be granted Administrator privileges which afford the ability to access all documents and information within the site, publish, check out and in documents, modify/edit documents, sign legal and contract documents, delete documents, and subscribe to content in SharePoint. The Contractor may designate up to 3 individuals at this level of authorization. If the Contractor requires more than 3 individuals at this authorization level, a written request justifying the additional Authorized Users must be submitted to the Department. Individuals designated in this section will also be granted the privileges as described in section 6Bb of this MOU.

1.  
Name: Dave Drew  
Title: Sheriff  
Business Name: Woodbury County Sheriff Office  
Street Address: 407 7th St.  
City, State, ZIP: Sioux City, IA 51101  
Telephone Number: 7122796010  
Email Address: ddrew@sioux-city.org

2.  
Name: Gary Brown  
Title: Director  
Business Name: Woodbury County Emergency Services  
Street Address: 121 Deer Run Trail  
City, State, ZIP: Climbing Hill, IA 51015  
Telephone Number: 712-876-2212  
Email Address: wcdes@wiatel.net

3.  
Name:  
Title:  
Business Name:  
Street Address:  
City, State, ZIP:  
Telephone Number:  
Email Address:

b. Execution and Submission of Financial Documents and Contractual Reports

The following persons are designated as Authorized Users for the **execution and submission of financial documents** and contractually required reports to include, but not limited to progress and final reports, Electronic Expenditure Workbooks (EEW), Business Organization form, and meeting minutes on behalf of the Contractor. These Authorized Users will be granted Administrator privileges which afford the ability to access all documents and information, publish and edit financial documents, publish (check documents in and out), modify/edit contractually required reports, and subscribe to content in SharePoint. The individuals listed in this section will have the authority to approve/sign and submit financial/expenditure reports, and approve/sign and submit contractually required reports. The Contractor may designate up to 5 individuals at this level of authorization. If the Contractor requires more than 5 individuals at this authorization level, a written request justifying the additional Authorized Users must be submitted to the Department. Individuals designated in this section (6Bb) will **not** be granted the privileges as described in Section 6Ba unless expressly listed in 6Ba.

1.

Name:	Jennifer Beeson
Title:	Administrative
Business Name:	Woodbury County Sheriff's Office
Street Address:	407 7th St., P.O. Box 3715
City, State, ZIP:	Sioux City, IA
Telephone Number:	712-279-6010
Email Address:	jbeeson@sioux-city.org

2.

Name:	Dawn Zahnley
Title:	Administrative Assistant
Business Name:	Woodbury County Emergency Services
Street Address:	121 Deer Run Trail
City, State, ZIP:	Climbing Hill, IA 51015
Telephone Number:	712-876-2212
Email Address:	wcdes217@wiatel.net

3.

Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

4.

Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

5.

Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

c. Viewing of Documents and Information

The following persons are designated as Authorized Users to **view all documents (legal, contractual and financial documents)** on behalf of the Contractor. These Authorized Users will be granted Contractor User privileges which afford the ability to access/view information and subscribe to content in SharePoint. This level of authorization does not allow user to sign, edit or submit information. The Contractor may designate up to 5 individuals at this level of authorization. If the Contractor requires more than 5 individuals at this authorization level, a written request justifying the additional Authorized Users must be submitted to the Department.

1.  
Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

2.  
Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

3.  
Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

4.

Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

5.

Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

- C. If, for any reason, substitution or elimination of a specified individual becomes necessary, the Contractor shall completely fill out and submit a new SharePoint User Memorandum of Understanding. The Contractor shall notify the Department in writing within ten (10) working days of any change of authorized personnel.
- D. Only Authorized Users to whom the Department has granted rights may access SharePoint. Authorized Users must establish a secure system password. Authorized Users shall not disclose their password to anyone.
- E. Authorized Users shall not post documents which contain any of the following:
- Copyrighted material (unless the authorized user owns the copyright or has the owner's permission to post the copyrighted material)
  - Material that infringes on or misappropriates any persons intellectual property or other proprietary rights
  - Material that is unrelated to the purposes for which SharePoint is to be utilized
  - Material which is obscene, libelous, defamatory, threatening, harassing, abusive, or otherwise inappropriate or unprofessional
  - Advertising
  - Material which is used for the purpose of pursuing or obtaining employment
- F. Authorized Users should be aware that confidential information may be posted or transmitted via SharePoint if authorized by federal or state statute or administrative rule. Authorized Users shall maintain the confidentiality of all confidential information posted or transmitted via the SharePoint in accordance with federal and state laws. If an Authorized User uploads/posts a document to a folder which is accessible only to other users within the

Contractor, that Authorized User remains the lawful custodian of that record for purposes of Iowa Code chapter 22.

- G. Contractor shall not use SharePoint in any manner which is inconsistent with the Department's license agreement with Microsoft for SharePoint.

## **SECTION 7. INDEMNIFICATION**

- A. The Contractor agrees to defend, protect, indemnify and hold harmless the State of Iowa and the Department, and their officers, employees, board members, representatives, officials, agents and volunteers from and against any and all claims, costs, expenses, losses, damages, liabilities, settlements and judgments, including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorney's fees of other counsel required to defend the State of Iowa or the Department, related to or arising from:
  - 1 Any violation or breach of any term or condition of this Agreement or any violation or breach by Contractor of any term or condition of the Agreement;
  - 2 Any negligent, intentional or wrongful act or omission of Contractor or any agent or subcontractor utilized or employed by Contractor;
  - 3 The Contractor's performance or attempted performance of this Agreement, including through any agent or subcontractor utilized or employed by Contractor;
  - 4 Any infringement or misappropriation of any copyright, trademark, patent, trade dress, trade secret or other intellectual property right.
- B. The Department shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code chapter 669, indemnify and hold harmless the Contractor from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising out of the Department's negligence or wrongful acts or omissions in the performance of this agreement.
- C. **Survives Termination.** The indemnification obligations of Contractor shall survive termination or expiration of this Agreement.

## **SECTION 8. TERMINATION.**

- A. The Department may terminate this Agreement, without penalty, by providing at least thirty (30) days written notice to the Contractor.
- B. The Department may terminate this Agreement immediately and without penalty if it determines that the Contractor has violated any of the terms or conditions of this Agreement.
- C. The Contractor may terminate this Agreement by providing at least sixty (60) days written notice to the Department.
- D. The Department shall have the right to terminate this Agreement without penalty by providing at least ten (10) days written notice to the Contractor if the Department determines that any of the following conditions exist: adequate funds are not appropriated or legally available to allow the Department to fulfill its obligations under this Agreement; adequate funds are de-appropriated or not allocated or available or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason; the Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department; or the Department's duties are substantially modified.

## SECTION 9. ADMINISTRATION

- A. Compliance with the Law.** The Contractor, its officers, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers.
- B. Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties.
- C. Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the State, the Department, and the Contractor.
- D. 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 Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. 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 Department or the State of Iowa.
- E. Assignment and Delegation.** This Agreement may not be assigned, transferred or conveyed in whole or in part by Contractor without the prior written consent of the Department. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
- F. Integration.** This Agreement represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.
- G. Headings or Captions.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- H. Not a Joint Venture.** Nothing in this Agreement 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. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.
- I. 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 Agreement, and for any default of such activities and obligations.
- J. Severability.** If any provision of this Agreement 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 Agreement.
- K. Authorization.** The Contractor represents and warrants to the Department that:
- 1 It has the right, power and authority to enter into and perform its obligations under this Agreement.
  - 2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

- L. Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- M. Award of Related Agreements.** The Department may undertake or award supplemental or successor agreements for work related to this Agreement. The Contractor shall cooperate fully with other contractors, consultants, and other persons who may be engaged by the Department in connection with this Agreement. The Contractor will ensure that its subcontractors will abide by this provision.
- N. Sovereign Immunity.** The Department does not waive sovereign immunity by entering into this Agreement and specifically retains immunity and all defenses available to it under Iowa law, including, without limitation, Iowa Code Chapter 669 and the Constitution of the State of Iowa.
- O. Non-Exclusive Rights.** This Agreement and the rights granted hereby are not exclusive. The Department reserves the right to grant rights identical or similar to those granted hereby to third parties at anytime.
- P.** Any use of the Department's name, logo, or other identifier must have prior written approval from the Department.
- Q.** The Contractor's duties and obligations set forth in Sections 5 through 9 above shall survive termination or expiration of this Agreement.
- R.** No exchange of funds will occur pursuant to this agreement.
- S. Supersedes.** This agreement supersedes all previously executed SharePoint User MOU between the Department and the Contractor; as well as all Modification Request Forms for the SharePoint User MOU submitted by the Contractor.

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

**FOR AND ON BEHALF OF THE CONTRACTOR:**

Contract Administrator Signature:   
 Title:   
 Date:

**FOR AND ON BEHALF OF IOWA DEPARTMENT OF PUBLIC HEALTH:**

Contract Administrator Signature:   
 Title:   
 Date: