

Jasper County, Iowa

Denny Carpenter

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Brandon Talsma



Board of Supervisors

Courthouse

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JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.jasperia.org

October 20, 2020

9:30 a.m.

Pledge of Allegiance



- Item 1 Public Hearing – Kevin Luetters and Leah Weithers**
 - a) Animal Control Ordinance #66

- Item 2 Veteran Affairs – Kurt Jackson**
 - a) Approve Quarterly report for First Qtr. 2020-2021

- Item 3 Engineer – Randy Freese**
 - b) 2021 County Weed Commissioner Certification Form
 - c) 2020 Weed Commissioner's Report

- Item 4 Sheriff – John Halferty**
 - a) Approve Appointment of Sergeant Tracy Cross
 - b) Approve Appointment of Deputy Dan Watkins

- Item 5 28E – Jasper/Marshall County Engineer Agreement**

- Item 6 Building & Grounds – Adam Sparks**
 - a) Purchase Price of Courthouse Generator
 - b) Courthouse Replacement Blinds

- Item 7 Human Resources – Dennis Simon**
 - a) Approve 2021 Holiday Schedule

- Item 8 Zoning – Jamie Elam**
 - a) Resolution Approving Plat of Walnut Creek Subdivision

- Item 9 Information Systems – Ryan Eaton**
 - a) Memorandum of Understanding with the Iowa Office of the Chief Information Officer

Item 10 **Approval of Claims paid through 10/20/2020**

Item 11 **Approval of Board of Supervisors minutes for 10/13/20**

PUBLIC INPUT & COMMENTS

Item 12 **Closed Session requested by Scott Nicholson in accordance with Iowa Code 21.5(c) “To discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent....”**

Jasper County, Iowa

Ordinance #66 Animal Control

- 1.01 Policy
- 1.02 Definitions
- 1.03 Intake/ Release Procedure
- 1.04 Unclaimed Animals
- 1.05 Responsibilities of Owners
- 1.06 Conditions for Impoundment
- 1.07 Confinement
- 1.08 Keeping of Potentially Dangerous Dogs
- 1.09 Right to Kill
- 1.10 Keeping of Vicious Dogs and Dangerous Animals Prohibited
- 1.11 Vicious Dog and Dangerous Animal Exceptions
- 1.12 Abatement Procedure Pertaining to Vicious Dogs and Dangerous Animals
- 1.13 Animal Welfare and Care
- 1.14 Animal Welfare Complaints
- 1.15 Fees
- 1.16 Severability
- 1.17 Effective Date

1.01 POLICY

Jasper County Animal Control will maintain licensure as a “pound” under the Bureau of Animal Industry in the Dept. of Agriculture and Land Stewardship. Animal Control will conduct activities that support chapter 717 and 717B of the Code of Iowa as it relates to offenses and injury to animals. This will be done in cooperation with local law enforcement. Fees may be charged to cover costs of disease prevention and custodial care.

1.02 DEFINITIONS

For use in this chapter, the following terms or words are interpreted or defined:

1. “Animal” means domesticated dog or cat unless otherwise indicated in this section.
2. “Animal Control Officer” means a person designated by the county to preform such duties involving animal control and having police authority for the enforcement in this chapter.
3. “Animal Pound” means any premises, either designated or contracted for, by the county for the proper care of impounded animals held under the authority of this chapter.

4. "At Large" means any animal found off the premises of its owner and not under the control of a competent person. An animal shall not be deemed at large if such animal is:
 - A. Restrained within a motor vehicle.
 - B. In a fenced-in area.
 - C. Housed in a veterinary hospital or kennel.
 - D. On a leash (electronic or otherwise).
 - E. "At heel" beside a competent person and obedient to that person's command.

5. "Attack" means an act committed by an animal with the ability to execute such an act that either by threat of physical contact or actual physical contact causes fear, pain or injury to a human being or an animal so long as the latter has not first committed such an act on the offending animal.

6. "Cats" means both male and female animals of the feline species, whether altered or not.

7. "Control" is established when an animal is secured by a leash or lead, confined in a fenced-in area or vehicle, or obedient to a competent person's commands.

8. "County Agent" is the director of community development or designee.

9. "Dangerous Animal" means (a) any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or animals and having known tendencies as a species to do so; (b) any animals declared to be dangerous by the Board of Supervisors upon reasonable notice to the owner thereof who shall be entitled to a hearing before the Board; and (c) the following animals which shall be deemed dangerous animals per se:
 - A. Wolves, coyotes, and foxes;
 - B. Badgers, wolverines, weasels, mink, and other Mustelids;
 - C. Bats;
 - D. Bears;
 - E. Gila monsters and lizards that are venomous or poisonous;
 - F. All apes (including chimpanzees), baboons, and macaques;
 - G. Monkeys, except the squirrel monkey;
 - H. Elephants;
 - I. Wild boar;
 - J. Black widow and brown recluse spiders and scorpions;
 - K. Snakes which are naturally venomous or poisonous;
 - L. Snakes which are constricting and exceeding six (6) feet in length;

- M.** All cats, except domestic cats (Carnivore of the family Felidae, including but not limited to lions, cougars, tigers, jaguars, leopards, lynx, ocelots, bobcats, etc.);
- N.** Raccoons, opossums, and skunks;
- O.** Any animal that has attacked or bitten any person without provocation, or any animal that has exhibited vicious propensities in present or past conduct by acting in the following manner; **(a)** by biting a person or persons on two separate occasions within a twelve (12) month period; or **(b)** did bite a person once causing injuries above the shoulders of the person.

10. “Disturbance” means the act of trespassing, chasing, maiming or killing domestic livestock or fowl; damaging or killing domestic livestock or fowl; damaging or destroying personal property; biting or attempting to bite a person.

11. “Dogs” means both male and female animals of the canine species, whether altered or not.

12. “Livestock” means animals kept for use of pleasure, especially farm animals kept for use and profit including fowl.

13. “Owner” includes, in addition to its ordinary meaning, any person or persons, firm, association or corporation owning, keeping, sheltering or harboring an animal.

14. “Potentially dangerous dog” means any of the following:

A. Any dog which, when unprovoked, on two separate occasions within the prior 36 month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the animal are on or off the property of the owner or keeper of the dog.

B. Any dog which, when unprovoked, inflicts injury upon a person less severe than as defined in Section 1.02(9).

15. “Proper enclosure” means any pen or kennel with sides attached to a secured top and a secured bottom, floor or foundation. In lieu of a top, a fence may be used that is at least six feet in height or six feet taller than any internal structure that the dog can jump from. In lieu of a bottom, a fence may be used that is imbedded into the ground at least two feet to prevent any digging under the fence.

16. “Provoked” means, but is not limited to:

A. Any willful trespass or other tort upon premises occupied by the owner or keeper of the dog.

B. Any act of teasing, tormenting, abusing, or assaulting or threat to act; being committed by a person or animal against a dog or the owner or keeper of the dog.

17. “Severe injury” means any physical injury to a human being that results in muscle or tendon tears, joint injuries, disfiguring lacerations or requires multiple sutures.

18. “Stray” means any animal unlawfully running at large, the ownership of which cannot with reasonable investigation be ascertained or any animal which has been abandoned by its owner.

19. “Unincorporated Areas” means areas not within the confines of an incorporated city.

20. “Vicious dog” means any of the following:

A. Any dog, which, when unprovoked and in an aggressive manner, bites a human being above the waist (excluding the hands) or inflicts severe injury upon or kills a human being.

B. Any dog previously determined to be potentially dangerous by Jasper County which, after its owner or keeper has been notified of the determination, described in Section 1.02 continues the behavior described or is maintained in violation of Section 1.08.

1.03 INTAKE/ RELEASE PROCEDURE

A. Animals will be impounded by a county agent or the local law enforcement officer at their discretion if the animal poses a safety threat to the community.

B. Animals that are claimed by an owner must be shown to be current on their rabies vaccination before they can be released. No animal may leave the facility without a rabies certificate.

C. An “Animal Release Form” must be filled out for all animals held in the pound and held on file for one year as per State licensing requirements for a pound.

D. Animals that are known to be potentially dangerous, dangerous, vicious, or having a contagious disease may not be admitted into the pound’s custody.

1.04 UNCLAIMED ANIMALS

A. Animals brought to the pound that have not been claimed after 7 days will be transferred to another animal rescue facility. All information known about the animal shall be disclosed to them by pound staff or local law enforcement.

B. Animals not claimed after 7 days will be given Distemper/Parvo, Bordetella, and Rabies vaccinations according to their age and health. If then reclaimed, the owner will be liable for all costs associated.

C. Animals deemed to be not adoptable due to health or temperament by a licensed veterinarian will be humanely euthanized by a licensed veterinarian.

1.05 RESPONSIBILITY OF OWNERS

It shall be the responsibility of an owner of any animal, through the use of methods deemed reasonable and proper and in accordance with all other laws, to comply with the following conditions:

1. It is unlawful for an owner of any animal to permit such animal to pass upon the premises of another person, thereby causing damage to, or interference with, the premises.
2. It is unlawful for an owner of any animal to permit such animal to cause serious noise or disorder to any person or persons by frequent and habitual howling, yelping, barking, or otherwise; or by running after or chasing persons, bicycles, automobiles or other vehicles, or in any way posing a public hazard, a public nuisance, or a disturbance.
3. It shall be the duty of the owner of any dog, cat or other animal which has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It shall be the duty of physicians and veterinarians to report to the Board of Health, County Agent, or Local Law Enforcement the existence of any animal known or suspected to be suffering from rabies. (Code of Iowa, Sec. 351.38)

1.06 CONDITIONS FOR IMPOUNDMENT

1. Any animal found at large that may pose a safety threat.
2. Any dog which is causing a disturbance is subject to seizure and impoundment.
3. Any vicious dog or dangerous animal believed to pose a risk or threat of harm to any person or animal may be seized and impounded.
4. Any animal against which two (2) or more complaints for running at large and causing a disturbance to have been made is subject to restraint on the property of the owner. This is to include all animals within the County.

1.07 CONFINEMENT

When the Animal Control Officer or County Agent receives information that any person has been bitten by an animal or that a dog or animal is suspected of having rabies, the Animal Control Officer or County Agent shall order the owner to confine such animal in the manner provided herein for a minimum of ten (10) days.

1. An animal must be quarantined by a licensed veterinarian or at a licensed pound at the owner's expense, if:
 - A. The animal, over four (4) months of age, has no record of current rabies Vaccination. Unvaccinated animals cannot be vaccinated until the end of the quarantine period, at which time the animal must be vaccinated at the owner's expense.
 - B. The events leading to the incident are such that rabies is suspected.
 - C. There was no due cause for the incident, or the animal has suspicious recent history. This will be utilized even if the animal has a record of being currently vaccinated for rabies.
2. Home quarantine may be permissible if:
 - A. Conditions listed in Subsection 1.07 (1) are not applicable and the owner can provide proper confinement of the animal, complete with the posting of a sign in a conspicuous place, warning of possible rabies infection. Confinement will be done by the penning of the animal so that there is a metal barrier as to prevent the intimate approach of any other animal or person.
 - B. The owner of the animal shall sign an agreement to adhere to the rules of confinement for the designated length of time, and also agrees to notify the County immediately if the animal sickens, dies, or escapes.
 - C. The animal must be examined by a licensed veterinarian at the end of the quarantine period, and revaccinated if the bite occurred within two months of the expiration date of the current vaccination. The quarantine period shall be ten (10) days for all animals. With the approval of a licensed veterinarian, said animal may be euthanized and the brain sent for examination at the owner's expense, if it is not practical to confine the animal for reasons of health and safety. If the owner fails to confine such animal in the manner directed, and animal shall be apprehended and impounded and after ten (10) days the animal will be euthanized. If such animal is returned to its owner, the owner shall pay the cost of impoundment and any other costs associated with the care of the animal.

1.08 KEEPING OF POTENTIALLY DANGEROUS DOGS

A potentially dangerous dog shall at all times be kept confined within a residence or in a secured proper enclosure. The enclosure shall be locked with a key or combination lock to prevent the entry of children. When off the premises, the dog must be kept on a

substantial leash of no more than six feet in length and under the control of a responsible adult. If there are no additional instances of the behavior described in Section 1.02 within a 36-month period from the date of designation as a potentially dangerous dog, the dog may be removed from the list of potentially dangerous dogs.

1.09 RIGHT TO KILL

The County reserves the right to euthanize any animal not under observation for rabies or under rabies quarantine for which no reasonable veterinary care would prove to be practical to sustain said animal, when said animal is afflicted with a contagious disease which would endanger the welfare of the other animals in the shelter, or any dog declared as vicious by Jasper County.

1.10 KEEPING OF VICIOUS DOGS AND DANGEROUS ANIMALS PROHIBITED

No person shall keep, shelter or harbor any animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any other purpose or in any other capacity within the County except as provided in Section 1.11 of this chapter. No dog declared as vicious shall be allowed to be taken out of or brought into Jasper County.

1.11 VICIOUS DOGS AND DANGEROUS ANIMAL EXCEPTIONS.

The prohibition contained in Section 1.10 of this chapter shall not apply to the keeping of illegal animals in the following circumstances:

1. The keeping of illegal animals in a public zoo, bona fide educational or medical institution, humane society or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study.
2. The keeping of illegal animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show.
3. The keeping of illegal animals in a bona fide, licensed veterinary hospital for treatment.
4. The keeping of illegal animals by a wildlife rescue organization with appropriate permit from the Iowa Department of Natural Resources.
5. Dogs while utilized by any law enforcement officer in the performance of enforcement work.

1.12 ABATEMENT PROCEDURES PERTAINING TO VICIOUS DOGS AND DANGEROUS ANIMALS

If the County Agent has a reasonable suspicion that a dog is vicious, or a dangerous animal is in violation of this chapter, the County Agent shall conduct or cause to be conducted an investigation. In the event that the County Agent has probable cause to believe that a dog is vicious, or a dangerous animal is in violation of this chapter, the County Agent shall be empowered to convene a hearing for the purpose of determining whether or not the dog in question should be declared vicious or the dangerous animal is in violation and constitutes a hazard.

If a hearing is to be convened, the County Agent shall notify the owner or keeper of the vicious dog or dangerous animal that a hearing will be held at which said owner or keeper may have the opportunity to present evidence why the dog or dangerous animal shall not be declared a hazard.

The hearing shall be held promptly within no less than five (5) days or more than ten (10) days after the service of notice upon the owner or keeper of the dog or dangerous animal. The hearing shall be informal and shall be open to the public.

The hearing shall be overseen by a three (3) person committee. Members of the committee shall have two-year appointments and the committee shall consist of one member being an employee from the Jasper County's Sheriff's Office, one member being a licensed veterinarian, and one member being a Jasper County resident.

After the hearing, the owner or keeper of the dog or alleged dangerous animal shall be notified in writing of the determination. If a determination is made that the dog is vicious or the dangerous animal is a hazard; the owner or keeper shall comply with the provisions of this chapter in accordance with a time schedule established by the County Agent, but in no case more than thirty (30) days subsequent to the date of determination. If the owner or keeper of the dog or dangerous animal contests the determination, he or she may bring a petition in the district court within the judicial district wherein the dog or dangerous animal is kept, praying that the court conduct its own hearing on whether or not the dog be declared vicious or the dangerous animal be found to be in violation and a threat to the public safety. After service of notice upon the County Agent, the court shall conduct a hearing anew and make its determination as to alleged viciousness or hazard. The issue shall be decided upon the preponderance of the evidence.

If the court rules the dog to be vicious, or the dangerous animal to be a threat to the public safety, the court may establish a time schedule to ensure compliance with this chapter. The court may decide all issues for or against the owner or keeper of the dog or dangerous animal regardless of the fact that said owner or keeper fails to appear at said hearing. The determination of the district court shall be final and conclusive upon all parties thereto.

However, the County Agent shall have the right to declare a dog vicious or an animal dangerous for any subsequent actions of the dog or animal. In the event that the County Agent has probable cause to believe that the dog in question is vicious or the animal is dangerous, and poses a threat of serious harm to human beings or domestic animals, the County Agent may seize and impound the dog or dangerous animal pending the aforesaid hearings. The owner or keeper of the dog or dangerous animal shall be liable to the County when the dog or dangerous animal is impounded for costs and expenses of keeping such dog or dangerous animal.

1.13 ANIMAL WELFARE AND CARE

All animals shall be maintained with a “minimum level of care.” This shall mean the care sufficient to reasonably preserve the physical health and condition of the animal(s), and except for emergencies or circumstances beyond the reasonable control of the owner includes but is not limited to the following requirements:

1. A quantity of wholesome feed suitable for the animal’s species and age, sufficient to maintain reasonable levels of nutrition, at intervals or not more than twenty- four (24) hours or longer if the dietary requirements of the animal require.
2. Reasonable access to a supply of clean, fresh water provided for drinking in amounts and at intervals suitable for the species, not to exceed twenty-four (24) hours at any interval.
3. If the animal is a pet, adequate access to a shelter sufficient to ensure that the pet does not suffer unreasonable distress due to natural elements, including but not limited to wind, rain, snow, sun, cold, heat, or dampness.
4. If the animal is livestock, adequate access to a natural or constructed barrier sufficient to offer reasonable protection against temperature extremes, wind, rain, or snow.
5. If the animal is restricted in a confinement area for an extended period, the area shall be kept reasonably clean and free from contaminates, including animal waste, which may threaten the health of the animal.
6. Veterinary or farrier care, if a reasonably prudent person would advise such care to relieve distress from injury, disease or neglect.
7. If the animal is a pet, a confinement area with adequate space for the exercise necessary to preserve the health of the animal and which provides a dry area for the animal to rest. The air temperature or ventilation in the confinement area shall be suitable to preserve the health of a normal animal of the same species.
8. If an animal is fastened by a leash, including a rope or chain, which restricts the movement of the animal, a leash shall be attached to the animal by a well-fitting collar

or harness that is fastened to the animal in a manner designed to prevent injury or entanglement. A leash shall not restrict an animal from access to adequate shelter or sufficient food or water.

1.14 ANIMAL WELFARE COMPLAINTS

- A.** If a complaint is received about an animal's welfare or a neglect situation, the ACO will investigate following the Iowa Code Chapter 717 and 717B for guidance.
- B.** Following a complaint, the ACO will fill out a complaint form, documenting the caller contact information if available, and all steps taken to investigate and/or remediate the situation. The owner of the property and/or animal(s) of concern will then be contacted to ask permissions to check on the welfare and condition of the animal(s). If given permission the ACO will observe the living conditions and requirements of the law for the species of concern.
- C.** If permission to investigate is denied by the owner, law enforcement will be contacted for procedure to gain admittance to investigate. If necessary, a search warrant may be requested by law enforcement from the county attorney. Further investigations from a search warrant will be done according to law and Chapter 717 and Chapter 717B.

1.15 FEES

The Jasper County Board of Supervisors will establish fees to be collected by Jasper County Animal Control for services necessary for carrying out provisions of this article.

1.16 SEVERABILITY

If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjunction shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

1.17 EFFECTIVE DATE

This ordinance shall be in effect after its final passage, approval and publication as provided by law. All previous animal ordinances are considered null and void.

Passed and approved this _____ day of _____, 2020 following three readings (or due waiver thereof in the manner allowed by law).

Supervisor	Aye	Nay
Denny Carpenter		
Doug Cupples		
Brandon Talsma		

First Reading Passed: _____

Second Reading Passed: _____

Third Reading Passed: _____

Brandon Talsma, Chairman
Jasper County Board of Supervisors

Attest:

Dennis K. Parrott, Auditor

First Quarter 2020-2021

Description	July	August	September	Quarterly Totals
FEDERAL				
Intent to Files	<u>2</u>	<u>0</u>	<u>3</u>	5
VA Compensation/Pension Claim Submitted	<u>1</u>	<u>2</u>	<u>1</u>	4
Survivor Benefits/ Burial Benefits/ Death Pension Applications Submitted	<u>0</u>	<u>0</u>	<u>2</u>	2
Pending Claims Consulted	<u>9</u>	<u>11</u>	<u>15</u>	35
Military Records Ordered (DD214/Awards/Medical Records, etc.)	<u>0</u>	<u>2</u>	<u>0</u>	2
VA Health Care Benefits applied for	<u>2</u>	<u>1</u>	<u>2</u>	5
Other VA Forms (POA, Waivers, Statements, etc)	<u>7</u>	<u>9</u>	<u>16</u>	32
STATE				
State Assistance Applications Submitted	<u>1</u>	<u>0</u>	<u>0</u>	1
COUNTY				
Number of Veterans Assisted by Jasper County	<u>2</u>	<u>12</u>	<u>8</u>	22
Total Spent on Financial Assistance Provided	<u>\$2,396.32</u>	<u>\$4,699.20</u>	<u>\$2,342.26</u>	\$9,437.78
Unclaimed Assistance	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
Projected Total	<u>\$2,396.32</u>	<u>\$4,699.20</u>	<u>\$2,342.26</u>	\$9,437.78
Average per Veteran	<u>\$1,198.16</u>	<u>\$391.60</u>	<u>\$292.78</u>	\$428.99

Description	Code	Total \$	Voucher	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head		\$4,583.29						
Kurt Jackson		\$1,527.75			9/2/2020	Salary		Kurt Jackson
Kurt Jackson		\$1,527.77			9/16/2020	Salary		Kurt Jackson
Kurt Jackson		\$1,527.76			9/30/2020	Salary		Kurt Jackson
Wages - Part Time Assistant		\$2,180.00						
Keith Thorpe		\$893.01			9/2/2020	Wages		Keith Thorpe
Keith Thorpe		\$726.67			9/16/2020	Wages		Keith Thorpe
Keith Thorpe		\$560.32			9/30/2020	Wages		Keith Thorpe
Wages-Vet Affairs Commission		\$200.00				Monthly Meeting		
Marta Ford		\$50.00		9/9/2020	9/15/2020	Attended		Marta Ford
Mike Naber		\$50.00		9/9/2020	9/15/2020	Attended		Mike Naber
Jerry Nelson		\$0.00				Attended		
Matthew Smith		\$50.00		9/9/2020	9/15/2020	Attended via Telephone		Matthew Smith
Sue Springer		\$50.00		9/9/2020	9/15/2020	Attended		Sue Springer
Advertisement		\$316.00						
Newton Daily News		\$240.00		8/31/2020	9/27/2020	Advertising		News Printing Company
Hometown Press		\$76.00		8/31/2020	9/27/2020	Advertising		Hometown Press
Maint-Office/Computer Equip		\$166.41						
The Shredder		\$42.00		9/14/2020	9/29/2020	Shredding Services		The Shredder
Premier Copier		\$0.00				Copier Contract (Billing Errors)		Premier Copier
Forbes Office Solutions		\$124.41		9/1/2020	9/27/2020	Black Cartridge for Printer		Forbes Office Solutions
Food/Provisions		\$200.31						
Fareway #848	W50222	\$200.31		9/14/2020		Food Voucher 153		Fareway #848
Rent Payments		\$456.00						
T & L Properties	VI4780	\$456.00		5/1/2020	9/15/2020	Shelter (Rent)		T&L Properties, Granger, Iowa
Mortgage Payments		\$525.00						
Dixie Hodges	K88127	\$525.00		9/22/2020	10/13/2020	Shelter (Mortgage)		Dixie Hodges, Otley, Iowa
Utilities (Electric)		\$202.35						
Alliant Energy	K88127	\$202.35		9/22/2020	10/13/2020	Utilities (Electricity)		Alliant Energy
Natural Gas Payments		\$53.86						
Black Hills Energy	K88127	\$53.86		8/26/2020	10/13/2020	Utilities (Natural Gas)		Black Hills Energy
Other Transportation (RIDE)		\$642.30					1,117.0	
Debbie Boehmer		\$56.93		9/3/2020	9/15/2020	Transport Veterans to Medical Appt August 2020	99	Jasper County Rides
Don Goode		\$36.80		9/3/2020	9/15/2020	Transport Veterans to Medical Appt August 2020	64	Jasper County Rides
Mary Helms		\$101.78		9/3/2020	9/15/2020	Transport Veterans to Medical Appt August 2020	177	Jasper County Rides
Paul Koepfen		\$66.13		9/3/2020	9/15/2020	Transport Veterans to Medical Appt August 2020	115	Jasper County Rides
Larry Paulsy		\$77.63		9/3/2020	9/15/2020	Transport Veterans to Medical Appt August 2020	135	Jasper County Rides
Becky Ruehle		\$94.88		9/3/2020	9/15/2020	Transport Veterans to Medical Appt August 2020	165	Jasper County Rides
Loren Staker		\$56.35		9/3/2020	9/15/2020	Transport Veterans to Medical Appt August 2020	98	Jasper County Rides
Bill Umbarger		\$151.80		9/3/2020	9/15/2020	Transport Veterans to Medical Appt August 2020	264.00	Jasper County Rides
Care-Graves/Markers		\$252.44						
CSA Woodworking		\$252.44		9/30/2020	10/27/2020	(4) Flag Cases & Flag Corrugated Boxes		CSA Woodworking
Fica-County Portion		\$513.04						
IPERS-County Portion		\$638.45						
Employee Group Insurance		\$1,566.67						
Administrative Expenses								\$7,445.70
Transport Assistance	\$642.30	1117.0	Miles					
Shelter Assistance	\$981.00							
Food Assistance	\$200.31							
Utility Assistance	\$256.21							
Medical & Other Assistance	\$0.00							
Funeral Assistance	\$262.44							
Assistance Expenses:								\$2,342.26
Admin2 Expenses								\$2,718.16
Monthly Operating Expenses								\$12,506.12
State Allocation Fund Balance			\$10,000.00					
Public Donation Fund Balance			\$4,274.08					
Veteran Assistance								
Electricity, Natural Gas, Mortgage	K88127							\$781.21
Food & Toiletries	W50222							\$200.31
Shelter (Rent)	VI4780							\$456.00
Flag Case	CSA Woodworking							\$262.44
Transport to Medical Appointments	Jasper County Ride							\$642.30
								\$2,342.26

Description	Code	Total \$	Voucher	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head		\$3,055.52						
Kurt Jackson		\$1,527.76			8/5/2020	Salary		Kurt Jackson
Kurt Jackson		\$1,527.76			8/19/2020	Salary		Kurt Jackson
Wages - Part Time Assistant		\$1,199.44						
Keith Thorpe		\$744.18			8/5/2020	Wages		Keith Thorpe
Keith Thorpe		\$455.26			8/19/2020	Wages		Keith Thorpe
Wages-Vet Affairs Commission		\$0.00						
Marta Ford		\$0.00				Cancelled "Derecho 10 Aug 2020"		Marta Ford
Mike Naber		\$0.00				Cancelled "Derecho 10 Aug 2020"		Mike Naber
Jerry Nelson		\$0.00				Cancelled "Derecho 10 Aug 2020"		
Matthew Smith		\$0.00				Cancelled "Derecho 10 Aug 2020"		Matthew Smith
Sue Springer		\$0.00				Cancelled "Derecho 10 Aug 2020"		Sue Springer
Advertisement		\$326.00						
Newton Daily News		\$240.00		7/31/2020	8/27/2020	Advertising		News Printing Company
Hometown Press		\$86.00		7/31/2020	8/27/2020	Advertising		Hometown Press
Maint-Office/Computer Equip		\$65.03						
The Shredder		\$42.00		8/17/2020	9/1/2020	Shredding Services		The Shredder
Premier Copier		\$23.03		7/30/2020	8/27/2020	Copier Contract		Premier Cooler
Food/Provisions		\$1,352.78	\$0.00					
Fareway #848	GR9355	\$230.00		8/17/2020		Food Vouchers (145 & 146)		Fareway #848
Fareway #848	PK4727	\$230.00		8/18/2020		Food Vouchers (147 & 148)		Fareway #848
Fareway #848	WR9424	\$394.16		8/19/2020		Food Voucher (149)		Fareway #848
Fareway #848	RL1029	\$498.62		8/19/2020		Food Vouchers 150 & 151)		Fareway #848
Mortgage Payments		\$388.35						
Chase	MR8652	\$388.35		8/31/2020	9/15/2020	Shelter (Mortgage)		Chase Mortgage, Louisville, Ky.
Other Transportation (RIDE)		\$1,058.31					1840.5	
Jack Ayres		\$95.45		8/5/2020	8/18/2020	Transport Veterans to Medical Appt July 2020	166.0	Jasper County Rides
Debbie Boehmer		\$103.50		8/5/2020	8/18/2020	Transport Veterans to Medical Appt July 2020	180.0	Jasper County Rides
Mary Helms		\$186.30		8/5/2020	8/18/2020	Transport Veterans to Medical Appt July 2020	324.0	Jasper County Rides
Paul Koepfen		\$129.38		8/5/2020	8/18/2020	Transport Veterans to Medical Appt July 2020	225.0	Jasper County Rides
Larry Pauley		\$113.85		8/5/2020	8/18/2020	Transport Veterans to Medical Appt July 2020	198.0	Jasper County Rides
Donald Rehmeier		\$55.78		8/5/2020	8/18/2020	Transport Veterans to Medical Appt July 2020	97.0	Jasper County Rides
Becky Ruehle		\$70.73		8/5/2020	8/18/2020	Transport Veterans to Medical Appt July 2020	123.0	Jasper County Rides
Karen Staker		\$29.04		8/5/2020	8/18/2020	Transport Veterans to Medical Appt July 2020	50.5	Jasper County Rides
Sherman Swank		\$56.93		8/5/2020	8/18/2020	Transport Veterans to Medical Appt July 2020	99.0	Jasper County Rides
Bill Umbarger		\$217.35		8/5/2020	8/18/2020	Transport Veterans to Medical Appt July 2020	378.0	Jasper County Rides
Funeral Services		\$850.00						
Pence - Reese Funeral Home	LJ2699	\$850.00		8/15/2020	9/1/2020	Veterans Burial Assistance		Pence - Reese Funeral Home
Care-Graves/Markers		\$1,049.76						
CSA Woodworking		\$1,049.76		8/14/2020	8/27/2020	(16) Flag Cases & Flag Corrugated Boxes		CSA Woodworking, Newton, Iowa
Hca-County Portion		\$305.84						
IPERS-County Portion		\$401.57						
Employee Group Insurance		\$1,561.72						

Administrative Expenses		\$4,645.99
Transport Assistance	\$1,058.31	1840.5 Miles
Shelter Assistance	\$388.35	
Food Assistance	\$1,352.78	
Utility Assistance	\$0.00	
Medical & Other Assistance	\$0.00	
Funeral Assistance	\$1,899.76	
Assistance Expenses		\$4,699.20
Admin2 Expenses		\$2,269.23
Monthly Operating Expenses		\$11,614.42

State Allocation Fund Balance	\$10,000.00
Public Donation Fund Balance	\$4,274.08

Veteran Assistance		
Shelter (Mortgage Assistance)	MR8652	\$388.35
Veterans Burial Assistance	LJ2699	\$850.00
Food & Toiletries	RL1029	\$498.62
Food & Toiletries	WR9424	\$394.16
Food & Toiletries	PK4727	\$230.00
Food & Toiletries	GR9355	\$230.00
Flag Cases	Flag Cases	\$1,049.76
Jasper County Ride	Jasper County Ride	\$1,058.31
		\$4,699.20

Description	Code	Total \$	Voucher	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head		\$3,327.84						
Kurt Jackson		\$1,800.08			7/8/2020	Salary		Kurt Jackson
Kurt Jackson		\$1,527.76			7/22/2020	Salary		Kurt Jackson
Wages - Part Time Assistant		\$1,269.48						
Keith Thorpe		\$612.85			7/8/2020	Wages		Keith Thorpe
Keith Thorpe		\$656.63			7/22/2020	Wages		Keith Thorpe
Wages-Vet Affairs Commission		\$200.00				Monthly Meeting		
Marta Ford		\$50.00		7/8/2020	7/22/2020	Attended		Marta Ford
Mike Naber		\$50.00		7/8/2020	7/22/2020	Attended		Mike Naber
Jerry Nelson		\$0.00				Attended		
Matthew Smith		\$50.00		7/8/2020	7/22/2020	Attended		Matthew Smith
Sue Springer		\$50.00		7/8/2020	7/22/2020	Attended via Telephone		Sue Springer
Advertisement		\$269.00						
News Printing Company		\$192.00		6/30/2020	7/21/2020	Advertising		News Printing Company
Hometown Press		\$75.00		6/30/2020	7/21/2020	Advertising		Hometown Press
Postage/Mailing		\$20.00						
United States Post Office		\$20.00		7/13/2020	7/27/2020	Stamps		United States Post Office
Maint-Office/Computer Equip		\$68.99						
The Shredder		\$42.00		7/20/2020	8/4/2020	Shredding Services		The Shredder
Premier Copier		\$26.99		6/23/2020	7/27/2020	Copier Contract		Premier Copier
Food/Provisions		\$396.32	\$3.00					
Fareway #848	SR3821	\$396.32		7/2/2020		Food Vouchers (143 & 144)		Fareway #848
Funeral Services		\$2,000.00						
Pence-Reese Funeral Home	NA1393	\$2,000.00		7/13/2020	8/4/2020	Veterans Burial Assistance		Pence-Reese Funeral Home
Fica-County Portion		\$347.35						
IPERS-County Portion		\$433.99						
Employee Group Insurance		\$1,566.67						

Administrative Expenses				\$5,154.31
Transport Assistance	\$0.00	0.0	Miles	
Shelter Assistance	\$0.00			
Food Assistance	\$396.32			
Utility Assistance	\$0.00			
Medical & Other Assistance	\$0.00			
Funeral Assistance	\$2,000.00			
Assistance Expenses				\$2,396.32
Admin2 Expenses				\$2,348.01
Monthly Operating Expenses				\$9,898.64

State Allocation Fund Balance	\$10,000.00
Public Donation Fund Balance	\$4,274.08

Veteran Assistance			
Veterans Burial Assistance	NA1393	\$2,000.00	
Food & Toiletries	SR3821	\$396.32	
Jasper County Ride		\$0.00	
		<u>\$2,396.32</u>	

Jasper County VA
 Jasper County RIDE Program
 VA RIDE Quarterly Data
 Jul, Aug, Sept 2020

	Iowa City	Des Moines	Spirit	Newton Clinic	Newton - Other	Other Area Towns	Totals
Veterans Transported (unduplicated)							6
TOTAL RIDES for Veterans	4	19	40			3	66

Donita Huegel | Jasper County
Iowa State University Extension and Outreach
 Program Assistant
 Retired and Senior Volunteer Program

550 N 2nd Ave W
 Newton, Iowa 50208
 donitap@iastate.edu
 641.792.6433

IOWA STATE UNIVERSITY
 Extension and Outreach



2021 COUNTY WEED COMMISSIONER CERTIFICATION FORM

For the County of: JASPER

Weed Commissioner's Contact Information:

Name Randy Freese	Year Appointed 2016
Mailing Address 910 N 11th AVE E	Telephone 641-521-3427
City, Zip Code Newton IA 50208	Alternate Telephone 641-792-5862
Email Address randyfreese@yahoo.com	Pesticide Certificate # 30399

Signed: _____ Date: _____
Chair/President, County Board of Supervisors

PLEASE RETURN THIS FORM TO:

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
State Weed Commissioner
2230 South Ankeny Boulevard
Ankeny, IA 50023-9093

317.3 Weed commissioner -- standards for noxious weed control.

The board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. The county weed commissioner may, with the approval of the board of supervisors, require that commercial applicators and their appropriate employees pass the same standards for noxious weed identification as established by the department of agriculture and land stewardship. The name and address of the person appointed as county weed commissioner shall be certified to the county auditor and to the secretary of agriculture within ten days of the appointment. The board of supervisors shall fix the compensation of the county weed commissioner and deputies. In addition to compensation, the commissioner and deputies shall be paid their necessary travel expenses. At the discretion of the board of supervisors, the weed commissioner shall attend a seminar or school conducted or approved by the department of agriculture and land stewardship relating to the identification, control, and elimination of noxious weeds.

The board of supervisors shall prescribe the time of year the weed commissioner shall perform the powers and duties of county weed commissioner under this chapter which may be during that time of year when noxious weeds can effectively be killed. Compensation shall be for the period of actual work only although a weed commissioner assigned other duties not related to weed eradication may receive an annual salary. The board of supervisors shall likewise determine whether employment shall be by hour, day or month and the rate of pay for the employment time.



County Weed Commissioner Minimum Standards

The Iowa Weed Law specifies that County Weed Commissioners must meet minimum standards set by the Iowa Department of Agriculture and Land Stewardship (IDALS).

Iowa Code, chapter 317, states:

317.3 Weed commissioner — standards for noxious weed control.

The board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law.

The minimum standards established by IDALS for County Weed Commissioners are passing the following exams:

- (1) Iowa Certified Commercial Pesticide Applicator Core exam, and one of the following:
 - a) Category 1A; Agricultural Weed Control, *or*
 - b) Category 6; Right of Way Pest Control.

These minimum standards were updated, and implemented on March 1, 2016. As per Iowa Code chapter 317, each March, the name and address of the person appointed as County Weed Commissioner shall be certified to the County Auditor and to the Secretary of Agriculture within ten days of the appointment. A copy of the County Weed Commissioner's current commercial pesticide applicators license including proof of proficiency in the Core and either Categories 1A or 6, shall be included.

Explanation

Under Iowa Code 317.3 The Iowa Noxious Weed Law, IDALS is to set the minimum standards for Iowa County Weed Commissioners. Currently, the majority of the County Weed Commissioners are also roadside managers. They manage the right of way (ROW) mowing, planting, and weed control activities. Therefore, most County Weed Commissioners must be able to identify many plants in the landscape, not just noxious weeds. County Weed Commissioners need to understand plant biology to determine the best method for control of weeds. And, County Weed Commissioners need to understand and apply herbicide label requirements and restrictions. The Iowa Certified Commercial Pesticide Applicator Exam requires proficiency in all the subjects listed above, making the Commercial Pesticide Applicator Exam a sound assessment of a County Weed Commissioner.

For information about commercial pesticide testing and manuals contact Iowa State University Extension <http://www.extension.iastate.edu/pme/Index.html>.

For any questions related to the Noxious Weed Law, please contact Lane Kozel or Robin Pruisner, State Weed Commissioners, 515-725-1470, Lane.Kozel@IowaAgriculture.gov or Robin.Pruisner@IowaAgriculture.gov.



2020 WEED COMMISSIONER'S REPORT

For the County of: Jasper

Submit to County Board of Supervisors by: November 1, 2020
Return copy to the IDALS office by: December 1, 2020

Weed Commissioner's Contact Information:

Name Randy Freese	Year Appointed 2016
Address 910 N. 11th Ave E	Telephone 641-521-3427
City, Zip Code Newton IA 50208	Alternate Telephone 641-792-5862
Email Address randyfreese@yahoo.com	Pesticide Certificate # 30399

Which of the noxious weeds have you found in your county?

- 1 - Found, a problem in my county
2 - Found, but not a problem

- 3 - Not known in my county
? - If you cannot identify this plant

<i>Primary Noxious Weeds</i>	<i>Answer</i>	<i>Secondary Noxious Weeds</i>	<i>Answer</i>
Buckthorn	3	Buckhorn Plantain	3
Bull Thistle	2	Cocklebur	2
Canada Thistle	1	Curly Dock (Sour Dock)	2
Field Bindweed	3	Multiflora Rose	2
Hoary Cress (Perennial Pepper-grass)	3	Poison Hemlock	2
Horse Nettle	2	Puncturevine	?
Leafy Spurge	3	Red Sorrel (Sheep sorrel)	3
Musk Thistle	1	Shattercane	2
Palmer Amaranth	3	Smooth Dock	2
Perennial Sow Thistle	3	Teasel	1
Quackgrass	2	Velvetleaf (Butterprint)	3
Russian Knapweed	3	Wild Carrot	2
		Wild Mustard	2
		Wild Sunflower	

<i>Invasive Prohibited Plants</i>	Answer		
Garlic Mustard	2		
Japanese Hop	3		
Japanese Knotweed	3		
Oriental Bittersweet	2		
Purple Loosestrife	2		

Please list any other plants which are a problem or a concern in your county:

As County Weed Commissioner, do your duties include roadside spraying?

Yes No

Did your county publish a Notice of Program for weed control pursuant to the provisions of Title VIII Chapter 317 Section 317.14?

Yes No

Did your county employ contract spraying during 2020?

Yes No

If yes, what percentage of your total spray program is contracted? _____%

If possible, please list the contract rates. \$/mile _____

Total contract cost \$ _____

In the past year how much did your county spend on purchasing herbicides?

\$ 10939.00

How many times during 2020 was it necessary to serve a noxious weed notice?

Private (written) 2 Public (written) (DOT, DNR, CCB) 0

How many times did you contact individuals personally, rather than sending them a weed control notice?

Private (verbal) 2 Public (verbal) (DOT, DNR, CCB) 0

How many times did you actually enter private or public land, control weeds, and assess the cost to the owner?

0

How many months were you employed as weed commissioner in 2020?

12 months

Are your duties as weed commissioner incorporated into another county job?

Yes No If Yes, what? Roads Superintendent

Weed Comm. Duties 3 % IRVM Duties 5 %

Other County Duties 92 %

How does the overall county weed situation compare with last year?

Improved Unchanged Worse

Comments? _____

Is brush control included in your weed commissioner duties?

Yes No

If yes, what method(s) do you use? (Circle all that apply):

Spraying Cutting Stump treatment Basal bark

Other, explain _____

What are your suggestions and/or recommendations which may improve your county weed and brush infestations?

What herbicides did your county use in your weed control program? Be specific, please list brand name and quantity of each. Please do not list surfactants or adjuvants. If the spray program is contracted in your county, ask your contractor for this information. Add another page if necessary.

Herbicide usage table:

CHEMICAL/BRAND	RATE USED	QUANTITY USED	TO CONTROL?
<i>(Example)</i> Milestone	1 fluid ounces per acre	3.32 gallons	Thistle and teasel on roadside
Excort XP	1-2 oz/acre	154 oz	Thistle/teasle trees/brush
Method	10 oz/acre	11 gallon	Thistle/teasle trees/brush
Grazon	48 oz/acre	11.25 gallon	Thistle on county pasture
Round up	48 oz/ acre	1 gallon	weeds
Pathway	stump treatment	25 gallon	trees

The above report is true to the best of my knowledge.

Signature  _____
County Weed Commissioner

10-9-20
Date

Signature _____
Chairman, County Board of Supervisors

Date

Please return a copy to:

Iowa Department of Agriculture and Land Stewardship
Attn: State Weed Commissioner
2230 S Ankeny Blvd
Ankeny, IA 50023-9093

CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, JASPER COUNTY, ss.

I, John R. Halferty, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Dan Watkins as Deputy Sheriff for a period of 1 years, from October 12, 2020, and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff.

This commission expires December 31, 2020 unless sooner revoked, or when said Deputy Sheriff ceases to perform above named duties.

Given under my hand this 12th day of October, 2020.

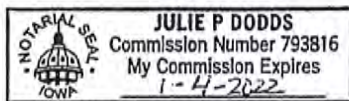
John R. Halferty
John R. Halferty
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

I, Dan Watkins, having been appointed Deputy Sheriff of Jasper County, under John R. Halferty, Sheriff of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Deputy Sheriff as now or hereafter by law.

Dan Watkins

Subscribed and sworn to before me, this 12th day of October, 2020.



Julie P. Dodds
Notary Public State of Iowa

Above appointment approved by the Board of Supervisors of Jasper County, this _____ day of _____, 20____ by resolution, Minute Book _____, Page _____.

Chairperson, Board of Supervisors

CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, JASPER COUNTY, ss.

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Given under my hand this 12th day of October, 2020.

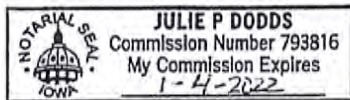
John R. Halferty
John R. Halferty
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

I, Dan Watkins, having been appointed Deputy Sheriff of Jasper County, under John R. Halferty, Sheriff of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Deputy Sheriff as now or hereafter by law.

Dan Watkins

Subscribed and sworn to before me, this 12th day of October, 2020.



Julie P. Dodds
Notary Public State of Iowa

Above appointment approved by the Board of Supervisors of Jasper County, this _____ day of _____, 20____ by resolution, Minute Book _____, Page _____.

Chairperson, Board of Supervisors

Jasper-Marshall County Engineer Agreement

This Contract and Agreement, pursuant to Iowa Code Section 28E, is made and entered into this 15th day of October, 2020, by and between Jasper County, Iowa (hereinafter referred to as Jasper) and Marshall County, Iowa (hereinafter referred to as Marshall). This agreement shall be known as the Jasper-Marshall County Engineer Agreement, and each county shall adopt resolutions of this agreement. This agreement does not contemplate and shall not be construed to limit or expand the powers of the participating counties, except as expressly stated in the agreement.

The purpose of said agreement is to establish a working mechanism between the two participating counties so that the agencies may jointly utilize the services of Paul C. Geilenfeldt III, P.E. Marshall County Engineer (hereinafter referred to as the Engineer). Pursuant to said purpose it is agreed as follows:

1. Both Jasper and Marshall desire and need the services of a Licensed Professional Engineer registered in the State of Iowa to serve in the capacity of County Engineer, in accordance with Iowa Code Sections 309.17 through 309.21, and the Engineer is qualified to serve in this position.
2. The Engineer is an employee of Marshall.
3. The Jasper County Engineer is on temporary leave and is not available to perform the duties of County Engineer. Jasper shall contract the services of the Engineer to Marshall for the period beginning October 15th, 2020 and ending when the Jasper County Engineer returns from leave.
4. Secondary Roads employees of each county shall work exclusively within his or her respective county and machinery and equipment shall be used exclusively within its respective county, absent advance approval by both Jasper and Marshall.
5. It is understood and agreed that good management and engineering are the most important factors in the success of the Secondary Roads Departments. Each board is the responsible elected body charged with the overall responsibility of all county engineering functions, including the Secondary Roads Department, and all Secondary Roads plans and programs are implemented through the Engineer. The Engineer shall have the full control of all planning, engineering, construction and maintenance work of the Secondary Roads Department in order to accomplish his official duties. All construction and maintenance work shall be performed under the direct and immediate supervision of the Engineer, who shall be deemed responsible for the efficient, economical and good-faith performance of said work. It shall be the responsibility of the Engineer to fill vacancies within the department and administer disciplinary actions to the employees of the department as, in his opinion, are required. The Engineer may

delegate duties to employees of the respective counties in consultation with the respective Board.

6. The Engineer shall file a bond suitable to each board in accordance with Iowa Code 309.18. All fees incurred by filing said bonds in each county shall be paid by the respective county.

7. The Engineer shall devote his time and talents to the interests of both Jasper and Marshall Counties.

8. The Engineer shall drive a Marshall vehicle while working in both Jasper and Marshall. The Marshall County Secondary Roads Department will be compensated a \$35.00 trip charge to Jasper County, unless Jasper County would like to run documents to Marshall County. These fees will be due at the end of the agreement.

9. The Engineer shall be in charge of the Secondary Roads Department of each county. The Engineer may delegate duties to employees of the respective counties in consultation with the respective Board. The Engineer shall be indemnified and saved harmless by the respective county for any and all actions taken against said county, its Board or the Engineer, due to actions performed by the Engineer during the course of his official duties for either county. Each county shall defend all such actions arising from that county and pay all judgments rendered as regards the actions of the Engineer in that county. Each county shall acquire insurance as is deemed necessary to accomplish the same.

10. Jasper shall carry workmen's compensation on the Engineer for injuries sustained while carrying out duties specific to Jasper.

11. Jasper shall pay to Marshall \$1 for the services of the Engineer. This payment shall be made upon completion of the agreement. This payment shall be considered compensation for any time spent by the Engineer while working for Jasper in lieu of Marshall.

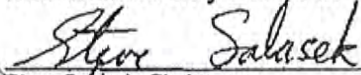
12. Jasper shall timely notify Marshall when the Jasper County Engineer has returned from leave and can perform his duties as County Engineer.

13. This agreement may be amended or revised at any time only by written approval of all parties.

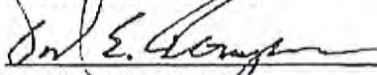
14. This agreement shall supersede all provisions of previous agreements and any such agreements presently existing shall become null and void.

Signed this 15th day of October, 2020

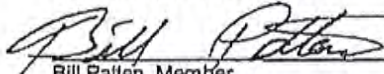
Marshall County Board of Supervisors



Steve Salasek, Chairperson

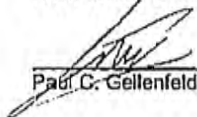


Dave Thompson, Vice Chair



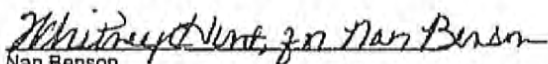
Bill Patten, Member

Marshall County Engineer



Paul C. Gellenfeldt III P.E.

Marshall County Auditor



Nan Benson
Whitney Hurt, Marshall Co. Asst. Auditor

Signed this _____ day of October, 2020

Jasper County Board of Supervisors

Brandon Talsma, Chairperson

Denny Carpenter, Vice Chairperson

Doug Cupples, Member

Jasper County Auditor

Dennis Parrott



ELECTRICAL ENGINEERING & EQUIPMENT CO.
1808 DELAWARE
DES MOINES, IA 50317
(515)266-8890 FAX () -
www.3e-co.com

ACKNOWLEDGMENT

CUST.#: 152032
SHIP TO: JASPER COUNTY MAINTENANCE
JASPER CO COURTHOUSE
101 FIRST ST N.
NEWTON, IA 50208-0944

TAKEN BY	ACK DATE	ORDER NO.
hpe1	10/15/20	819845-00
P.O. NO.		PAGE #
COURTHOUSE GEN		1

BILL TO: JASPER COUNTY MAINTENANCE
101 FIRST ST N.
P.O. BOX 944
NEWTON, IA 50208-0944

CORRESPONDENCE TO: Electrical Engineering &
Equipment Co.
953 73rd St.
WINDSOR HEIGHTS, IA 50324

INSTRUCTIONS	REFERENCE	CASH DISCOUNT:
ADAM SPARKS		
SHIP POINT	SHIP VIA	SHIPPED
3E - GENERATOR DIVISION	3E TRUCK	
		IF PAID BY:

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	8500GENSALE GENERATOR SALE PRICE INCLUDES GENERATOR, FREIGHT, 5 YEAR COMP WARRANTY, EXERCISE CLOCK & STARTUP WITH 2 HOUR LOAD BANK	1		1	E	59775.65	59775.65
2	7000FM1D20A-120 FM1D20A-120 CLOCK	1		1	E	0.00	0.00
2	Lines Total		Qty Shipped Total	2	Total		59775.65
					Invoice Total		59775.65

Measure Copy

Cordless Not available too long

The Floor Store Inc

1005 S 29th Ave E
Newton, IA 50208-4900
Phone: (641) 521-2011 Fax:
Email: floorstorenewton@yahoo.com

Date	Quote
09/14/2020	13397946
Salesperson	
FLOOR STORE, INC., THE SFA #3076	
Install Time	
0	

Sold To: _____

Sidemark	Client PO
Jasper	
PO Reference: County	

*Iriship
Calm*

9 Items	Qty	ROOM	W	L	MOUNT	CONTROLS	PRODUCT	MOUNT	CONTROLS	W	L	NOTES
1	6	Office	61 1/2	114	Inside Mount	Cord Position: Right	Applause EasyRise Bottom-Up					459 X 6 = \$ 2754

Cont cord

#3183

*Or
Legend
explain*

9 Items	Qty	ROOM	W	L	MOUNT	CONTROLS	PRODUCT	MOUNT	CONTROLS	W	L	NOTES
2	1	Office	55	114	Inside Mount	Cord Position: Right	Applause EasyRise Bottom-Up					\$429

or

9 Items	Qty	ROOM	W	L	MOUNT	CONTROLS	PRODUCT	MOUNT	CONTROLS	W	L	NOTES
3	1	Office	55 1/2	114	Inside Mount	Cord Position: Right	Applause EasyRise Bottom-Up					\$569

#4163

9 Items	Qty	ROOM	W	L	MOUNT	CONTROLS	PRODUCT	MOUNT	CONTROLS	W	L	NOTES
4	1 6	Office	61 1/2	114	Inside Mount	Cord Position: Right	Applause EasyRise Bottom-Up					\$599 X 6 \$ 3594

Accepted By: _____

Date: _____

Installed By _____

Installer Copy

JC Courthouse

1005 S 29th Ave E
 Newton, IA 50208-4900
 Phone: (641) 521-2011 Fax:
 Email: floorstorenewton@yahoo.com

Date	Quote
10/11/2020	13489867
Salesperson	
Store for Homes Furniture ✓	
Install Time	
0	

Sold To:

Adam

Sidemark	Client PO
Jc courthouse	
PO Reference: Adam	

4 Items	Qty	ROOM	W	L	Mount	PRODUCT	COLOR	NOTES
1	1		61 1/2	36	Inside Mount	Applause LiteRise Bottom-Up E26 - 3/4 Kinship Light Filtering :0.00	766 - Calm	<i>Top x6</i> \$ 269 each ↑ \$1,619 ⁰⁰ \$678 ⁰⁰

4 Items	Qty	ROOM	W	L	Mount	PRODUCT	COLOR	NOTES
2	1		61 1/2	76	Inside Mount	Applause LiteRise Bottom-Up E26 - 3/4 Kinship Light Filtering :0.00	766 - Calm	<i>Bottom x6</i> \$ 409 each ↓ \$2,454 ⁰⁰

4 Items	Qty	ROOM	W	L	Mount	PRODUCT	COLOR	NOTES
3	1		55 1/2	36	Inside Mount	Applause LiteRise Bottom-Up E26 - 3/4 Kinship Light Filtering :0.00	766 - Calm	<i>Top</i> \$ 259 each ↑ \$638 ⁰⁰

4 Items	Qty	ROOM	W	L	Mount	PRODUCT	COLOR	NOTES
4	1		55 1/2	76	Inside Mount	Applause LiteRise Bottom-Up E26 - 3/4 Kinship Light Filtering :0.00	766 - Calm	<i>Bottom</i> \$ 379 each

Proposed Schedule – Pending Board Approval

2021 HOLIDAYS – Observed Dates

NEW YEAR'S DAY – JANUARY 1, 2021 (Friday)

PRESIDENT'S DAY – FEBRUARY 15, 2021 (Monday)

MEMORIAL DAY – MAY 31, 2021 (Monday)

INDEPENDENCE DAY – JULY 5, 2021 (Monday)

LABOR DAY SEPTEMBER 6, 2021 (Monday)

VETERANS DAY – NOVEMBER 11, 2021 (Thursday)

THANKSGIVING HOLIDAY–NOVEMBER 25 & 26, 2021 (Thursday & Friday)

CHRISTMAS HOLIDAY – DECEMBER 24 & 25, 2020 (Friday & Monday)

Special notation:

The County Attorney's office will observe Martin Luther King Day on Monday Jan. 18, 2021 and not President's Day to coincide with the judicial holiday schedule.

RESOLUTION NO. _____

RESOLUTION APPROVING PLAT OF WALNUT CREEK SUBDIVISION

WHEREAS, there has been presented to the Jasper County, Iowa Board of Supervisors a plat of certain property located in Jasper County, said plat being designated as WALNUT CREEK SUBDIVISION, and certified by Erin J Brian Morrissey, P.E., a Licensed Professional Land Surveyor, and

WHEREAS the property covered by said plat is legally described as follows:

Parcel "C" as described in the Plat of Survey being located in the Northeast Quarter of the Northeast Quarter of the Section 30 Township 80 North, Range 19 West of the Fifth Principal Meridian, Jasper County, Iowa said Plat of Survey recorded in Book 960, Page 494, at the Jasper County, Iowa, Recorder's Office

Said tract contains 17.43 acres and is subject to Jasper County, Iowa, Highway Easement over the northerly 0.47 acres thereof.

More particularly described as follows:

APPROXIMATE AREA BY ¼ ¼ SECTION

NE ¼, NE 1/4 = 17.34 Acres (Hwy. R.O.W. = 0.47 Acres)

SE ¼, NE 1/4 = 0.09 Acres

DESCRIPTION - PERMANENT INGRESS AND EGRESS EASEMENT (FOR LOT 2)

An ingress and egress easement over and across the following described area:

The east 40 feet of Lot 1 of Walnut Creek Subdivision of the Northeast Quarter of the Northeast Quarter of Section 30, Township 80 North, Range 19 West of the Fifth Principal Meridian, Jasper County, Iowa.

WHEREAS the plat in all respects conforms to the laws and regulations covering the same.

NOW THEREFORE be it resolved that the plat designated WALNUT CREEK SUBDIVISION of the above-described property be and the same is hereby approved. The chairman of the board is hereby directed to certify a copy of this Resolution and affix the same to the plat for filing in the office of the Jasper County Recorder.

Approved this _____ day of _____, 2020

Chairman

Auditor

CERTIFICATE

I, Brandon Talsma, chairman of the Jasper County Board of Supervisors, do hereby certify that the Resolution hereinabove set out is a true and correct copy of a Resolution approved and adopted by the Jasper County Board of Supervisors on the _____ day of _____, 2020 whereby said board accepted and approved the plat of WALNUT CREEK SUBDIVISION.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this day of _____, 2020.

Notary

INDEX LEGEND

COUNTY: JASPER
SECTION: 30, T-80N, R-19W,
NE 1/4 OF THE NE 1/4

SURVEY FOR: Levi Schwartz & Samantha Marter, Newton, IA
Chris Blackett & Kristen Bauer, Newton, IA

OWNERS/SUBDIVIDERS: Marc W. & Brenda L. Smith, Newton, IA

ENGINEER/SURVEYOR & SURVEY COMPANY:
J. Brian Morrissey, P.E., P.L.S.
Morrissey Surveying & Consulting, L.L.C.
1405 Hwy G28, Otley, IA 50214

PREPARED BY AND RETURN TO:
J. Brian Morrissey, 1405 Hwy G28, Otley, IA 50214
(515) 480-2531

WALNUT CREEK SUBDIVISION
Parcel "C", NE 1/4 of the NE 1/4, SEC. 30, T-80N, R-19W
JASPER COUNTY, IOWA
(SEE PAGE 2 FOR GRAPHICAL REPRESENTATION OF THIS PLAT OF SURVEY)

DESCRIPTION - WALNUT CREEK SUBDIVISION

Parcel "C", as described in a Plat of Survey being located in the Northeast Quarter of the Northeast Quarter of Section 30, Township 80 North, Range 19 West of the Fifth Principal Meridian, Jasper County, Iowa, said Plat of Survey recorded in Book 960, Page 494, at the Jasper County, Iowa, Recorder's Office.

Said tract contains 17.43 acres and is subject to Jasper County, Iowa, Highway Easement over the northerly 0.47 acres thereof.

APPROXIMATE AREA BY 1/4 1/4 SECTION

NE 1/4, NE 1/4 = 17.34 Acres (Hwy. R.O.W. = 0.47 Acres)
SE 1/4, NE 1/4 = 0.09 Acres

DESCRIPTION - PERMANENT INGRESS AND EGRESS EASEMENT (FOR LOT 2)

An ingress and egress easement over and across the following described area:

The east 40 feet of Lot 1 of Walnut Creek Subdivision of the Northeast Quarter of the Northeast Quarter of Section 30, Township 80 North, Range 19 West of the Fifth Principal Meridian, Jasper County, Iowa.

Measured Distance/Bearing - (M)
Recorded Distance/Bearing - (R)

MONUMENTS

- ▲ - found sec. cor. (pipe, stone, etc.)
- △ - set sec. cor. - 5/8" x 18" rebar with orange plastic cap P.L.S. 7995
- - set - 5/8" x 18" rebar with orange plastic cap P.L.S. 7995 or Mag nail in pavement
- - no monument found or set
- - found lot cor. (1/2" rebar unless otherwise noted)

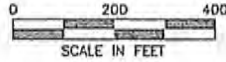


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Signed *J. Brian Morrissey* Date 8/3/20
J. Brian Morrissey Iowa Lic. No. 7995

My license renewal date is 12/31/2021
Pages covered by this seal: 1 - 2

WALNUT CREEK SUBDIVISION
Parcel "C", NE 1/4 of the NE 1/4, SEC. 30, T-80N, R-19W
JASPER COUNTY, IOWA



NW COR.,
 NE 1/4,
 NE 1/4,
 SEC. 30.
 Found gin spike
 w/washer,
 P.L.S. 22291.

SEC. COR. TO SEC. COR. = S 88° 39' 00" E - 1320.17(M)
 East - 1319.0(R)

NE COR.,
 SEC. 30.
 Found gin
 spike
 w/washer,
 P.L.S. 22291.

N. 19TH AVE. W.

S 88° 39' 00" E - 627.90(M)
 East - 627.9(R)

SEC. COR. TO SEC. COR. = N 00° 17' 34" W - 1321.34(M)
 N 01° 36' W - 1321.41(R)

S 16° 06' 18" E - 431.53(M)
 S 07° 34' E - 432.6(R)
 S 66° 46' 24" W - 33.79(M)
 S 65° 40' W - 33.7(R)

PARCEL "B"
 BK. 960, P. 495

Lot 1
10.49 Acres
 (Hwy. R.O.W.
 = 0.47 ac.)

PARCEL "C"
 BK. 960, P. 494

PARCEL "A"
 BK. 960, P. 493

Lot 2
6.94 Acres

SW COR.,
 NE 1/4,
 NE 1/4,
 SEC. 30.
 Found 5/8"
 yellow plastic
 capped rebar,
 P.L.S. 6585.

N 88° 34' 52" W - 366.70(M)
 N 89° 55' W - 367.2(R)

SEC. COR. TO SEC. COR. = S 89° 28' 56" E - 1329.31(M)
 1329.8(R)

SE COR.,
 NE 1/4,
 NE 1/4,
 SEC. 30.

(A) S 89° 24' 06" W - 578.47
 S 88° 03' W - 622.8(R)

* Monument not found or set due to creek

(A) - (B) = N 04° 17' 43" E - 682.42(M)
 N 03° 07' E - 682.4(R)

(B) - (C) = N 04° 17' 43" E - 215.71(M)
 N 02° 42' E - 215.7(R)

LEGEND

- Subdivision Boundary
- Quarter Quarter Section Line
- Jasper County Hwy. Easement
- Building Setback
 Front - 60' from R.O.W.
 Side - 30'
 Rear - 50'

Zoned: Agriculture (A)

OWNERS/SUBDIVIDERS
 Marc W. & Brenda L. Smith
 7525 N. 19th Ave W.
 Newton, Iowa 50208

ENGINEER/SURVEYOR
 J. Brian Morrissey, P.E., P.L.S.
 Morrissey Surveying & Consulting, L.L.C.
 1405 Hwy G28
 Otley, Iowa 50214

SE COR.,
 NE 1/4,
 SEC. 30.
 Found
 6" x 8"
 sandstone.

KIM REYNOLDS, GOVERNOR
ADAM GREGG, LT. GOVERNOR

STATE OF IOWA

ANNETTE DUNN
CHIEF INFORMATION OFFICER

MEMORANDUM OF UNDERSTANDING (“MOU”)

FOR

ENHANCED SECURITY SERVICES (“ESS”)

BETWEEN

THE OFFICE OF THE CHIEF INFORMATION OFFICER
OF THE STATE OF IOWA (“OFFICE”)

AND

STATE AND LOCAL GOVERNMENTAL ENTITIES (“CUSTOMER”)

This Memorandum of Understanding, including any attachments or exhibits hereto (“MOU”), for Enhanced Security Services, effective as of the date of last signature, below, is between the Office of the Chief Information Officer of the State of Iowa (“Office”) and the state or local governmental entity identified in the signature block below (“Customer”). In the event of a conflict or inconsistency between the terms and conditions set forth in the body of this MOU and any attachments or exhibits hereto, the terms and conditions in the body of this MOU shall take precedence. The parties may be referred to herein individually as a “Party” or collectively as the “Parties.” The Parties agree to the following:

- 1. Purpose.** The Office’s mission is to “provide high-quality, customer-focused information technology services and business solutions to government and to citizens.” Iowa Code § 8B.3(2). In this role, the Office provides Information Technology Services to governmental entities at both the State and local level. Iowa Code § 8B.12(1) (authorizing the Office to “enter into agreements with state agencies . . . and . . . any other governmental entity . . . to furnish services and facilities of the office to the applicable governmental entity”). Further, as Iowa’s economy is becoming increasingly more reliant on technology, and in light of the increased frequency of significant cyber attacks, it is more important than ever to take action to secure computer networks and information systems. To aid governmental entities in guarding against significant cyber attacks that could adversely impact their ability to deliver mission critical services, threaten lifeline critical infrastructure, or otherwise negatively impact the public health, safety, welfare, or information security, the Office, through its Information Security Division (“ISD”), provides Enhanced Security Services (“ESS”) to governmental entities in the State of Iowa, including through its Security Operations Center (“SOC”). This MOU establishes the terms and conditions pursuant to which the Office provides these ESS, including through the SOC.
- 2. Authority.** Pursuant to Iowa Code section 8B.12(1), “[t]he chief information officer shall enter into agreements with state agencies, and may enter into agreements with any other governmental entity . . .

. . . , to furnish services and facilities of the office to the applicable governmental entity. The agreement shall provide for the reimbursement to the office of the reasonable cost of the services and facilities furnished. All governmental entities of this state may enter into such agreements.” In addition, pursuant to Iowa Code section 8B.21(1)(i), the Office is authorized to “[e]nter[] into . . . memorandums of understanding or other agreements as necessary and appropriate to administer [Iowa Code chapter 8B].”

3. **Duration.** The term of this MOU shall be from the date of last signature below and shall continue unless and until terminated in accordance with the termination provision of this MOU (“**Term**”).
4. **Definitions.** Unless otherwise specifically defined in this MOU, all capitalized terms used herein shall have the meanings ascribed to them under Iowa Code chapter 8B and corresponding implementing rules found at Iowa Administrative Code chapter 129. In addition, the following terms shall have the following meanings:
 - 4.1. “**Authorized Contractor(s)**” means independent contractors, consultants, or other Third Parties who are retained, hired, or utilized by the Office, in its sole discretion, to provide ESS, including through the SOC, or Office-Supplied Tools pursuant to and in accordance with the terms and conditions of this MOU.
 - 4.2. “**Confidential Information**” means, subject to any applicable federal, State, or local laws and regulations, including Iowa Code Chapter 22, any information disclosed by either Party (“**Disclosing Party**”) to the other Party (“**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. Confidential Information does not include any information that: (i) 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; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent Third Party having a legal right to disclose the information; (iv) 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 MOU or in breach of any other agreement with the Disclosing Party; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed in accordance with Section 9.3 (Compelled Disclosures) of this MOU; (vii) is disclosed as permitted by Section 8 (Information Exchanges, Third-Party Access, and Cloud Storage/Processing) of this MOU; or (viii) is disclosed by the Receiving Party with the written consent of the Disclosing Party. Subject to the foregoing exclusions, Confidential Information includes Customer Data.
 - 4.3. “**Customer Data**” means all data or information originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from Customer in connection with this

MOU and the ESS provided hereunder, regardless of form. Generally, the Customer Data disclosed by, provided by, made accessible by, or otherwise obtained by or from Customer in connection with this Agreement and the ESS provided hereunder includes “**System Data**” such as security or software logs, system event information, system audit logs and records, and other similar information, as opposed to “**User Data**” such as files, database entries, or electronic records created by end users for governmental or business purposes.

- 4.4. “**Customer Systems**” means Customer’s web sites, applications, databases, data centers, servers, networks, desktops, endpoints, or any other like systems or equipment (including as may be licensed or leased from, operated or managed by, or otherwise owned or originating with or from Third Parties) that are monitored, assessed, defended, or otherwise accessed by the Office in the performance of the ESS, including through the SOC, and which Customer Systems may be more fully identified and described in **Exhibit A**.
- 4.5. “**Enhanced Security Services**” or “**ESS**” or “**Services**” means the security services or any related services offered and provided by the Office, by and through the ISD, directly or indirectly, including through the SOC, which services are designed to assist governmental entities in the State of Iowa in:
- 4.5.1. Safeguarding against unauthorized access, disclosure, theft, or modification of or to government systems and data; and
- 4.5.2. Preventing, detecting, and responding to Security Incidents, Security Breaches, and other significant cyber events.

Enhanced Security Services include the services identified in **Exhibit A**.

- 4.6. “**Office-Supplied Tools**” means any hardware, equipment, software, applications, or tools (including software, applications, or tools running or installed on Third-Party networks, servers, operating systems, platforms, or infrastructure that are not managed or controlled by the Office (“**Third-Party Cloud Services**”)) installed by or on behalf of, or otherwise utilized by, the Office, directly or indirectly, on, or in a manner: designed to interface with or connect to, Customer Systems; that host, store, process, or transmit Customer Data; or that are otherwise used by the Office in connection with provisioning the ESS hereunder.
- 4.7. “**Security Breach**” means an occurrence that actually jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. “**Security Breach**” shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.
- 4.8. “**Security Incident**” means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of

violation of security policies, security procedures, or acceptable use policies.

- 4.9. **“Security Operations Center” or “SOC”** means the State of Iowa’s dedicated site and unit from and by which Customer Systems and Customer Data are monitored and assessed to detect Security Incidents, Security Breaches, and other significant cyber events that may result in unauthorized access, disclosure, theft, or modification of or to government systems or data.
 - 4.10. **“Third Party”** means a person or entity (including, any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to this MOU.
5. **Office’s Services.** The Office, in exchange for the compensation paid by Customer in accordance with Section 10 (Compensation), will provide ESS, including through the SOC, to Customer in accordance with the terms and conditions of this MOU. In so doing, the Office will:
- 5.1. Work with Customer to identify and implement the ESS requested by Customer, as identified and agreed to in a fully executed **Exhibit A**.
 - 5.2. Assess the severity of Security Incidents, Security Breaches, and other cyber events of which the Office is alerted to or otherwise becomes aware through the SOC; notify Customers of such events that may impact or involve Customer Systems or Customer Data; and work with Customers to remediate such events where possible.
 - 5.3. Assist Customer in identifying Third Parties who are qualified to provide forensic investigative services that may be necessary to determine the full scope or impact of a Security Incident, Security Breach, or other cyber event that impacts or involves Customer Systems or Customer Data.
 - 5.4. Provide any other ESS or related services as may be mutually agreed to by the Parties and as identified in **Exhibits A**.
6. **Brokered I.T. Devices and Services.** In addition to or in lieu of the Services or Office-Supplied Tools provided by the Office by more direct means hereunder, the Office may enter into Information Technology Master Agreements with Information Technology Vendors pursuant to which Customer may purchase Information Technology Devices or Services intended to enhance Customer’s overall security posture and readiness. Where Customer purchases Information Technology Devices and Services pursuant to an Information Technology Master Agreement made available by the Office, such purchase shall constitute a separate, distinct, and independent contract between Customer and the applicable Vendor; Customer shall be solely responsible for any payments due and duties and obligations otherwise owed such Vendor under such agreement. In addition, OCIO bears no obligation or liability for Customer’s losses, liabilities, or obligations, including Vendor’s failure to perform, arising out of or relating in any way to such purchase. Likewise, the State of Iowa generally bears no obligation or liability for Customer’s losses, liabilities, or obligations, including Vendor’s failure to perform, arising out of or relating in any

way to such purchase.

7. Customer's Responsibilities. Customer is responsible for:

- 7.1. Obtaining and installing any hardware, equipment, software, applications, or tools, including Third-Party Cloud Services, to enable the Office to provide the ESS hereunder, including through the SOC. The Office will work to provide Customer with Office-Supplied Tools where possible, but where it is unable to do so or unable to obtain funding to do so, Customer may be responsible for doing so at Customer's own cost or expense, or have to forego the ESS provided hereunder, including through the SOC, or aspects thereof.
- 7.2. Granting and facilitating the Office access to any Customer Systems or facilities as is necessary for the Office to install or connect any Office-Supplied Tools as is necessary to enable the Office to provide the ESS hereunder, or directly installing or connecting such Office-Supplied Tools on or to Customer Systems as directed by the Office.
- 7.3. Working collaboratively with the Office, including providing appropriate staff to attend meetings and to address matters related to this MOU and the Office's provision of the ESS provided hereunder.
- 7.4. Protocols for Security Incident, Security Breach, and cyber event notification, handling, containment, and response are as may be set forth and described in Exhibit A, including:
 - 7.4.1. Identifying Customer's point of contact who the Office should notify during normal business hours and off hours in the event the Office identifies a Security Incident, Security Breach, or other significant cyber event that may impact or involve Customer Systems or Customer Data;
 - 7.4.2. Identifying under what circumstances, if any, the Office may act, unilaterally and without prior approval, to contain a Security Incident, Security Breach, or other significant cyber event that may impact or involve Customer Systems or Customer Data, or under what circumstances the Office must obtain prior approval from Customer prior to containing such event.
- 7.5. Determining whether a Security Incident, Security Breach, or other cyber event reported to Customer by the Office constitutes a security breach or other privacy or confidentiality violation or event for purposes of any reporting, notification, or other obligations that may be required by applicable law, rule, or regulation.
- 7.6. Reporting any Security Incident, Security Breach, or other cyber event to appropriate law enforcement or other relevant authority and notifying any consumers or other adversely affected individuals as may be required by applicable law, rule, or regulation.
- 7.7. Conducting forensic investigations that may be necessary to determine the full scope or impact of a Security Incident, Security Breach, or other cyber event. Generally, the ESS provided by the Office do not include forensic investigations, although the Office may assist

Customer in identifying Third Parties who are qualified to provide such services.

- 7.8. Not Misusing the Services or Office-Supplied Tools provided or performed by the Office, directly or indirectly, hereunder. Each of the following constitutes a “**Misuse(ing)**” for purposes of this MOU:
 - 7.8.1. Using the Services or Office-Supplied Tools in a manner that is inconsistent with the Office’s directions or instructions.
 - 7.8.2. Using the Services or Office-Supplied Tools in a manner that is inconsistent with any applicable Third-Party license agreement or terms and conditions governing the use thereof.
 - 7.8.3. Indirectly providing the Services or Office-Supplied Tools to unauthorized Third Parties, including through a service bureau or other like arrangement.
 - 7.8.4. Using the Office’s Services or Office-Supplied Tools in a manner that infringes, violates, or misappropriates any patent, trademark, copyright, trade dress, trade secret, or any other intellectual property right or proprietary right of the Office, the State, or any Third Party.
 - 7.8.5. Using the Services or Office-Supplied Tools in a manner that is inconsistent with or violates applicable law, rule, or regulation.
 - 7.8.6. Using the Services or Office-Supplied Tools in a manner that does not directly further the Customer’s governmental objectives.

8. Information Exchanges, Third-Party Access, and Cloud Storage/Processing.

- 8.1. *Information Exchanges.* The SOC exchanges security incident information and analysis with a variety of Third Parties, including federal, state, and not-for-profit cybersecurity organizations such as, by way of example only, the United States Department of Homeland Security, Iowa Homeland Security & Emergency Management, the Iowa National Guard, Iowa Secretary of State, and Multi-State Information Sharing and Analysis Center (MS-ISAC). These information exchanges enable the Office to stay informed about evolving threats at national and regional levels, and to integrate such information into the Office’s understanding and analysis of the state and local threats it monitors in real-time through the SOC. This results in improved analysis and security assessments overall. By entering into this MOU, Customer acknowledges, consents to, and authorizes the Office’s exchange of such threat information with these Third Parties, including Security Incident, Security Breach, cyber event, and other threat information originally observed, obtained, or derived on or from Customer’s Systems or Customer Data.
- 8.2. *Third-Party SOC Access.* The Office may grant access to the SOC to certain Third Parties to enable these Third Parties to monitor Customer Systems and Customer Data in furtherance of the Third Party’s official duties. For example, in connection with an election, the Office

may grant the Iowa National Guard, operating in accordance with an active-duty order, access to the SOC to monitor Customer Systems that may be utilized or involved in facilitating election-related processes. As another example, the Office may grant the U.S. Department of Homeland Security access and connection to the SOC to conduct certain vulnerability assessments. Customer acknowledges, consents to, and authorizes the Office to grant these Third Parties access to the SOC, acknowledging that such access may permit these Third Parties to monitor Customer Systems and view or access Customer Data. In granting access to the SOC to any Third Party under this Section 8.2 (Third-Party SOC Access), the Office will limit the scope of such access to the data, tools, and systems, or relevant aspects thereof, comprising the SOC which permit the Third Party to accomplish its official duties, and implement reasonable and appropriate physical, technical, administrative, and organizational safeguards necessary to limit the scope of any such access. In addition, in granting access to the SOC to any Third Party under this Section 8.2 (Third-Party SOC Access), unless otherwise consented to and authorized by Customer following reasonable advance notice by the Office, the Customer Data that such Third Parties may be able to access or view through their access to the SOC will be limited to System Data as opposed to User Data.

- 8.3. *Cloud Storage/Processing.* Some of the Office-Supplied Tools utilized by the Office in providing the Services under this MOU include Third-Party Cloud Services. Customer acknowledges, consents to, and authorizes the Office to use Third-Party Cloud Services to supply the Services contemplated hereunder, acknowledging that such Third-Party Cloud Services may host, store, process, or transmit Customer Data.

9. Confidentiality.

- 9.1. *Office's Treatment of Customers Confidential Information.* The Office will implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of or to Confidential Information of, belonging to, or originating with Customer and will require the same of any Third Parties used in provisioning the Services or Office-Supplied Tools hereunder.
- 9.2. *Customer's Treatment of Office or Third-Party Confidential Information.* Confidential Information of, belonging to, or originating with the Office (such as training materials created, supplied, or provided by the Office or information and records concerning physical infrastructure, cyber security, critical infrastructure, security procedures, or emergency preparedness if disclosure could reasonably be expected to jeopardize life or property or other similar information, records, or related reports provided by the Office in performing the ESS created, supplied, or provided by the Office, including any records covered by Iowa Code section 22.7(50)) or Third Parties who supply or provide Office-Supplied Tools used by the Office in connection with the Services provided hereunder (including any Confidential Information embedded in or accessible through such Office-Supplied Tools),

shall at all times remain the property of the Office or applicable Third Party, and the Office or applicable Third Party shall retain exclusive rights thereto and ownership thereof. Customer may have access to such Confidential Information solely to the extent reasonably necessary to use the Services provided under this MOU. Customer shall hold such Confidential Information in confidence. Customer shall not gather, store, log, archive, use, or otherwise retain such Confidential Information in any manner other than as expressly authorized or contemplated by this MOU and will not disclose, distribute, sell, commercially or politically exploit, share, rent, assign, lease, or otherwise transfer or disseminate such Confidential Information to any Third Party, except as expressly permitted hereunder or as expressly approved by the Office in writing. Customer will immediately report the unauthorized access to or disclosure of such Confidential Information to the Office. Customer may be required to return and destroy, and provide proof of such return or destruction, such Confidential Information to the Office upon the expiration or termination of this MOU, as directed by the Office.

- 9.3. *Compelled Disclosures.* To the extent required by applicable law, rule, regulation, professional standards, subpoena, summons, or by lawful order or requirement of a court or governmental authority of competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information to a Third Party in accordance with such law, rule, regulation, professional standards, subpoena, summons, lawful order, or requirement, subject to the following conditions:
- 9.3.1. As soon as becoming aware of such law, rule, regulation, professional standard, subpoena, summons, order, or requirement, and no-less-than five (5) business days prior to disclosing Confidential Information pursuant thereto, the Receiving Party will notify the Disclosing Party in writing, specifying the nature of and circumstances surrounding the contemplated disclosure, and forward any applicable source material, such as process or subpoena, to the Disclosing Party for its review.
 - 9.3.2. The Receiving Party will consult with the Disclosing Party on the advisability of taking steps to resist or narrow any required response or disclosure.
 - 9.3.3. The Receiving Party will use best efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, oppose, or otherwise seek to limit such disclosure by the Receiving Party and the Receiving Party will cooperate with the Disclosing Party regarding such efforts.
 - 9.3.4. Solely the extent the Receiving Party is required to disclose Confidential Information to a Third Party, the Receiving Party will furnish only such portion or aspect of Confidential Information as it is required to disclose and will exercise reasonable efforts to obtain an order or other reliable assurances that any Confidential Information disclosed will be held in confidence by any Third Party

to which it is disclosed.

Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information ultimately disclosed to a Third Party.

- 9.4. *Non-Exclusive Equitable Remedy.* Each Party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of might be available at law or equity. Any breach of this Section 9 (Confidentiality) will constitute a material breach of this MOU and will be grounds for the immediate termination of this MOU in the exclusive discretion of the non-breaching Party.
- 9.5. *Survives Termination.* Each Party's duties and obligations as set forth in this Section 9 (Confidentiality) shall survive termination of this MOU and shall apply to all acts or omissions taken or made in connection with the performance of this MOU regardless of the date any potential breach or claim is made or discovered by the other Party.

10. Compensation.

- 10.1. *SOC.* Customer agrees to pay the Office for the ESS provided through the SOC at the rates identified in **Exhibit A**.
- 10.2. *Hourly ESS/Consulting.* Certain ESS, such as consulting services, are available on a resource basis and are billed at hourly rates. Customer agrees to pay for such ESS consistent with the then-current service rates published at <http://edas.iowa.gov>. The Office reserves the right to alter these service rates from time to time. Customer is solely responsible for staying apprised of the Office's current service rates.
- 10.3. *Travel Costs.* Customer shall reimburse the Office for the actual cost of any transportation, meals, and lodging incurred by the Office in providing ESS to Customer pursuant to this MOU. Such Travel Costs shall not exceed the maximum reimbursement rates applicable to state personnel generally, including those set forth in the State Accounting Policy and Procedures Manual 210.245 and 210.305 or such other rates as may later be established by applicable laws, rules, policies or procedures.
- 10.4. *Pass-Through Costs and Expenditures.* Customer shall reimburse the Office for the actual cost of any Office-Supplied Tools or ESS provided by a Third-Party engaged directly by the Office for ESS or to provide ancillary services necessary to facilitate the Office's provision of ESS hereunder, such as installation services related to or involving Office-Supplied Tools. The Office may pass-through invoices it receives from these Third-Parties to Customer and Customer will reimburse the Office for the amount of such

Third Party services as set forth on the applicable invoice. This Section does not apply where Customer purchases directly from a Vendor or supplier pursuant to its own contract or an Information Technology Master Agreement made available by the Office in accordance with Section 6 (Brokered I.T. Devices and Services), in which case Customer shall be solely responsible for any payments due and duties and obligations otherwise owed such Vendor or supplier under such agreement.

10.5. *Invoices.* The Office shall invoice Customer on a monthly basis for fees due and owing from the prior month pursuant to this Section. Except where applicable law, rule, or ordinance requires otherwise, Customer shall pay all invoices within sixty (60) days and in arrears.

10.6. *Federal Funds.* Generally. Some of the ESS provided hereunder may be eligible to be paid for by funding awarded and available through the Homeland Security Grant Program (“HSGP”). The HSGP is administered by the Iowa Homeland Security and Emergency Management Division and is funded by U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA). Whether and to what extent such funding is available shall be identified in **Exhibit A**. In the event such funding is available and used by the Office to pay for the ESS provided hereunder, Customer may not be required to pay the Office for ESS or other fees, costs, or expenses otherwise due and owing pursuant to this Section 10 (Compensation). If federal funding is available and its use is anticipated as identified in **Exhibit A**, the Office will provide reasonable notice to Customer should such funding availability or anticipated use change prior to continuing to provide such ESS under this MOU and permit Customer to determine whether it desires to leverage the ESS provided by the Office at the standard fees, costs, or expenses set forth in this Section 10 (Compensation).

11. DISCLAIMER OF WARRANTIES. THE OFFICE HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND REPRESENTATIONS RELATING TO THE ESS, OFFICE-SUPPLIED TOOLS, OR ANY ANCILLARY OR RELATED SERVICE PROVIDED OR MADE AVAILABLE BY THE OFFICE, DIRECTLY OR INDIRECTLY, IN CONNECTION IN WITH THIS MOU OR THE OFFICE’S, DIRECTLY OR INDIRECTLY, PERFORMANCE HEREOF, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE ESS, INCLUDING THOSE PROVIDED THROUGH THE SOC, AND OFFICE-SUPPLIED TOOLS ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED.

12. Indemnification.

12.1. *Generally.* To the extent permitted by applicable law (including the Iowa Municipal Tort Claims Act (Iowa Code Chapter 670) and the Iowa Constitution), and without waiving any

of the immunities or protections available pursuant to applicable law, Customer agrees to indemnify and hold harmless the Office and State of Iowa, and their officers, employees, agents, appointed and elected officials, and volunteers (“**Indemnitee(s)**”) from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including the reasonable value of the time spent by the Attorney General’s Office, or the costs and expenses and reasonable attorneys’ fees of any other counsel retained by the State of Iowa or the Office, in any litigation) related to or arising out of:

- 12.1.1. Any breach of this MOU by Customer or Customer’s officers, employees, or agents;
 - 12.1.2. Any negligent, intentional, wrongful, or unlawful act or omission of Customer or any employee or agent utilized or employed by Customer;
 - 12.1.3. The Office’s or any Indemnitee’s infringement, violation, or misappropriation of any patent, trademark, copyright, trade dress, trade secret, or any other intellectual property right or proprietary right of any Third Party, but only to the extent such infringement, violation, or misappropriation is caused by, in whole or in part, the Office’s access to or connection to Customer Systems, including as it relates to the installation or connection of or to any Office-Supplied Tools thereon or thereto;
 - 12.1.4. Customer’s infringement, violation, or misappropriation of any patent, trademark, copyright, trade dress, trade secret, or any other intellectual property right or proprietary right of any Third Party related to Customer’s use of Office-Supplied Tools; or
 - 12.1.5. Any Misuse of the Services or Office-Supplied Tools.
- 12.2. *First-Party Claims.* Customer’s obligations under this Section 12 (Indemnification) are not limited to third-party claims but shall also apply to any claims the State of Iowa or Office may assert against Customer.
- 12.3. *Survival.* Customer’s duties and obligations as set forth in this Section 12 (Indemnification) shall survive termination of this MOU and shall apply to all acts or omissions taken or made in connection with the performance of this MOU regardless of the date any potential breach or claim is made or discovered by the Office or State of Iowa.
- 12.4. *Applicability.* This Section 12 (Indemnification) shall be of no force and effect if Customer is or is part of an Iowa regent institution or State of Iowa agency.

13. Termination.

- 13.1. *Generally.* Following forty-five (45) days written notice, either Party may terminate this MOU, in whole or in part, for convenience without the payment of any penalty or incurring any further duty or obligation. Termination for convenience may be for any reason or no

reason at all. In the event of the expiration or termination of this MOU, Customer shall immediately cease using and return to the Office, as directed by the Office, Office-Supplied Tools or other Office- or State-owned or licensed property. Customer's duties and obligations set forth in this Section 13 (Termination) shall survive termination of this MOU.

- 13.2. *Notice Calculated to Enable Acquisition of Replacement Services.* While forty-five (45) days prior written notice is sufficient to terminate this MOU, in whole or in part, and cease providing any or all Services provided hereunder, the Office will, where possible, endeavor to provide additional and reasonable advance notice to Customer of the Office's intention to cease providing any or all Services hereunder, which advance notice shall be calculated to enable Customer to plan for the Office's discontinuation of applicable Services and to procure comparable replacement services. In determining what is reasonable under the circumstances, the Office will consider the likely impact of discontinuing any Services to Customer's operations, and the ability of and time it would take Customer to obtain comparable replacement services.

14. Administration.

- 14.1. *Relationship between the Parties.* The Office, its employees, agents and any subcontractors performing under this MOU are not employees or agents of Customer simply by virtue of work performed pursuant to this MOU. Neither the Office nor its employees shall be considered employees of Customer for federal or state tax purposes simply by virtue of work performed pursuant to this MOU. Likewise, this MOU shall not constitute or otherwise imply a delegation of either Party's legal duties or responsibilities to the other, or constitute, create, or imply a joint venture, partnership, or formal business organization of any kind. Neither Party shall be considered an agent, designee, or representative of the other for any purpose. 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 MOU.
- 14.2. *Compliance with Law.* Both Parties and their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances, and permitting requirements in the performance of their respective duties, responsibilities, and roles under this MOU.
- 14.3. *Choice of Law and Forum.* This MOU shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this MOU, any such proceeding shall be commenced in, and the exclusive jurisdiction for the proceeding shall be, 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, wherever jurisdiction is appropriate. This provision shall not be construed

as waiving any immunity to suit or liability, including sovereign immunity in State or Federal court, which may be available to the Office or the State of Iowa. Notwithstanding the foregoing or anything else in this MOU to the contrary, if Customer is a governmental agency of the State of Iowa, any dispute involving or stemming from this MOU shall not be brought in any of the aforementioned tribunals, but shall be submitted to binding arbitration pursuant to and in accordance with Iowa Code section 679A.19.

- 14.4. *Escalation of Disputes.* Should a disagreement involving or stemming from this MOU arise between the Parties that cannot be resolved, and prior proceeding to litigation or any other formal dispute resolution process in accordance with Section 14.3 (Choice of Law and Forum), the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If an agreement is not reached within thirty (30) days, the Parties shall forward the written presentation of the disagreement to higher officials within their respective organizations for appropriate resolution. In the event the Parties are unable to reach an agreement after having completed that process, the parties may then, and only then, proceed to litigation or any other formal dispute resolution process in accordance with Section 14.3 (Choice of Law and Forum).
- 14.5. *Amendments.* This MOU may be amended in writing from time to time by mutual consent of the Parties. Any such amendments must be in writing and fully executed by the Parties.
- 14.6. *No Third-Party Beneficiary Rights.* There are no third party beneficiaries to this MOU. This MOU is intended only to benefit the Office and Customer.
- 14.7. *Assignment and Delegation.* This MOU may not be assigned, transferred, or conveyed, in whole or in part, without the prior written consent of the other Party.
- 14.8. *Entire Agreement.* This MOU represents the entire agreement between the Parties concerning the subject matter hereof. The Parties shall not rely on any representation, oral or otherwise, that may have been made or may be made and which is not included in this MOU. Each Party acknowledges that it has thoroughly read this MOU, and any amendments hereto as may be executed from time to time, and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept the same freely and without coercion of any kind. Accordingly, this MOU shall not be construed or interpreted against either Party on the basis of draftsmanship or preparation thereof.
- 14.9. *Supersedes Former MOUs.* This MOU supersedes all prior MOUs or agreements between the Parties concerning the subject matter hereof.
- 14.10. *Headings or Captions and Terms.* The section and paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the sections, paragraphs, or provisions herein. Unless the context of this MOU clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the word “or” has the inclusive meaning represented by the phrase

“and/or.” The words “include” and “including” shall be deemed to be followed by the phrase “without limitation” or “but not limited to.” The words “thereof,” “herein,” “hereunder,” and similar terms in this MOU refer to this MOU and any related attachment and exhibits hereto as a whole and not to any particular provision of this MOU or any related attachment or exhibit hereto.

- 14.11. *Notices.* Any and all legal notices, designations, consents, offers, acceptances or any other communication provided for herein 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 to the contacts and at the addresses identified in **Exhibit A**. Each such notice shall be deemed to have been provided (1) At the time it is actually received; (2) Within one (1) day in the case of overnight hand delivery, courier, or services such as Federal Express with guaranteed next day delivery; or (3) Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. 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.
- 14.12. *Severability.* If any provision of this MOU 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 MOU.
- 14.13. *Authorization.* Each Party to this MOU represents and warrants to the other Party that:
- 14.13.1. It has the right, power and authority to enter into and perform its obligations under this MOU.
- 14.13.2. It has taken all requisite action (corporate, statutory, or otherwise, including obtaining review and approval from any governing boards, commissions, councils, or other like bodies where required by applicable law, rule, regulation, order, or charter) to approve execution, delivery and performance of this MOU, and that this MOU constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 14.14. *Successors in Interest.* All the terms, provisions, and conditions of this MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.
- 14.15. *Waiver.* Except as specifically provided for in a waiver signed by duly authorized representatives of the applicable Party, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of this MOU shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 14.16. *Cumulative Rights.* The various rights, powers, options, elections and remedies of any Party provided in this MOU 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.

- 14.17. *Exclusivity.* This MOU is not exclusive. Customer may obtain similar or identical Services, or cooperate or collaborate on other similar projects, from or with Third Parties.
- 14.18. *Multiple Counterparts and Electronic Signatures.* This MOU, including any amendments hereto, may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each such document(s) shall constitute an original. Signatures on such documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures, with such scanned and electronic signatures having the same legal effect as original signatures. Such documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (“E-Sign Act”), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, codified at Iowa Code chapter 554D (“UETA”), or any other applicable state law, rule, policy, standard, directive, or order. Any document accepted, executed, or agreed to in conformity with such laws, rules, policies, standards, directives, or orders will be binding on the signing Party as if it were physically executed. Neither Party will contest the validity or enforceability of any such document(s), including under any applicable statute of frauds, because they were accepted, signed, or transmitted in electronic form. Each Party acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned or facsimile copy of any such document(s) on the basis that it lacks an original handwritten signature, or on the basis that the Parties were not signatories to the same counterpart.
- 14.19. *Use of Trade Names.* Except as otherwise expressly permitted by this MOU, neither Party shall acquire any right to use, and shall not use, without the other Party’s prior written consent, the other Party’s trade names, trademarks, service marks, artwork, designs, copyrighted materials, or any other intellectual property.
- 14.20. *Use of Third Parties.* The Office may use Authorized Contractors to provide the Services or Office-Supplied Tools contemplated hereunder. Any rights, authorizations, or consents conferred or granted to the Office hereunder shall be deemed to be conferred or granted to and may be exercised by any Authorized Contractors used by the Office to provide the Services or Office-Supplied Tools contemplated hereunder.
- 14.21. *Force Majeure.* Neither Party shall be in default under this MOU 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 MOU includes an event that no reasonable 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 catastrophic events or causes. "Force majeure" for the Office includes: claims or court orders that restrict the Office's ability to perform or deliver the Services; strikes; labor unrest; supply chain disruptions; internet failures; power failures; hacker attacks; denial of service attacks; virus or other malicious software attacks or infections.

- 14.22. *Ancillary Agreements.* Generally, the Customer Data the Office, its Authorized Contractors, and other authorized Third Parties may be able to access or view in connection with this MOU will be limited to System Data as opposed to User Data. If access to or use of User Data is necessary to effectively provide the Services contemplated by this Agreement, the Office will provide Customer with notice prior to accessing or using any User Data in connection with the Services provided hereunder. The Office acknowledges that access to and use of User Data may require the execution of additional agreements to address unique compliance, legal, confidentiality, or privacy concerns, such as, where applicable, a Business Associate Agreement as may be required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended. Upon mutual written agreement by the Parties, such "**Ancillary Agreements**" may be attached hereto as related special terms and conditions and incorporated by reference as if fully set forth herein. The Office may decline to execute such Ancillary Agreements and Customer acknowledges that, as a result, the Office may be unable to provide the contemplated Services, in whole or in part.
- 14.23. *Review Meetings.* The Office and Customer may meet on an annual basis to discuss the Services provided under this MOU, which may include discussion of any problems Customer has experienced in connection with the Services or areas for improvement or suggestions regarding new or additional service offerings. Customer authorizes the Iowa Counties Information Technology ("ICIT") organization, an affiliate of the Iowa State Association of Counties ("ISAC"), to represent its interests and perspective at these annual review meetings, and shall communicate any concerns or suggestions to ICIT, which will consolidate such concerns or suggestions and communicate them to the Office as part of these annual review meetings.

15. **Customer Systems/Data Access and Liability.**

- 15.1. Customer consents to and authorizes the Office to access and monitor Customer Systems and Customer Data to the extent necessary to perform the ESS contemplated hereunder. Such access and monitoring may be subject to mutually agreed upon protocols outlining appropriate information, network, and device connections, as may be further defined and described in **Exhibit A**. Such access and monitoring may include the following:
- 15.1.1. Administrator level and/or system-level access to any network, computing, or communications device;
 - 15.1.2. Access for interactively monitoring and logging traffic on Customer Systems,

including Customer's networks; and

- 15.1.3. Access to information Customer Data that may be produced, transmitted, or stored on, from, or over Customer Systems, equipment, facilities, or premises.
- 15.2. Customer acknowledges that the ESS, including the ESS provided through the SOC, and installation or connection of Office-Supplied Tools to Customer Systems, or Customer's or the Office's use of Office-Supplied Tools that are Third-Party Cloud Services, involves a risk of potential adverse impacts or consequences to Customer Systems and Customer Data, including degradation, loss, or disruption of network and system performance or availability, or loss or destruction of Customer Data. Customer agrees to assume all risk for any damages, losses, expenses, and other adverse consequences resulting from or associated with the performance or provisioning of the ESS hereunder, including the ESS provided through the SOC, or that may otherwise result from the installation or connection of Office-Supplied Tools on Customer Systems or Customer's or the Office's use of Office-Supplied Tools that are Third-Party Cloud Services. Consistent with the foregoing, Customer waives any claims it may have against the Office or the State of Iowa involving Customer Property or Customer Data caused, in whole or in part, by the Office's provisioning of the ESS hereunder, including the ESS provided through the SOC, or installation or connection of Office-Supplied Tools to Customer Systems or Customer's or the Office's use of Office-Supplied Tools that are Third-Party Cloud Services.
- 15.3. The Office's provisioning of ESS hereunder, including through the SOC, including the Office's access to and monitoring of Customer Systems, may enable the Office to access and monitor Customer Systems and Customer Data, which may be owned and managed by Customer. Customer, in turn, may be or may be comprised of governmental entities, such as the State of Iowa, cities, or counties, or departments, boards, agencies, commissions, or councils comprising the foregoing. Customer represents and warrants that it has the authority to grant the Office the right to access and monitor such Customer Systems and Customer Data as contemplated in this MOU and has taken all requisite action (corporate, statutory, or otherwise, including obtaining review and approval from any governing boards, commissions, councils, or other like bodies where required by applicable law, rule, regulation, order, or charter) necessary to grant or permit access to and monitoring of the Customer Systems and Customer Data as contemplated by this MOU.

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 MOU and have caused their duly authorized representatives to execute this MOU, which MOU takes effect on the date of last signature below.

Signature: _____ **Signature:** _____

Name (Printed): _____

Name (Printed): _____

Title: Chief Information Officer, State of Iowa

Title: _____

Organization signed on behalf of ("Office"):
Office of the Chief Information Officer, State of
Iowa

Organization signed on behalf of ("Customer"):

Date: _____

Date: _____

Exhibit A

Fee Schedule, Services Description, Access and Monitoring Protocols, and Security Incident/Breach Control/Reporting Protocols

This Exhibit A is part of and incorporated into the related Memorandum of Understanding (“MOU”) for Enhanced Security Services between the Office of the Chief Information Officer of the State of Iowa (“Office”) and the state or local governmental entity identified in the signature block below (“Customer”). Capitalized terms used but not defined herein are as defined in the MOU. In the event of a conflict or inconsistency between the terms and conditions set forth in this Exhibit A and the body of the MOU, the terms and conditions in the body of the MOU shall take precedence. The parties may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. Compensation.

- 1.1. *SOC Fees.* Presently, there are no fees for the SOC under the MOU. Customer’s use of the ESS provided through the SOC are paid for by funding awarded and available through the HSGP grant. If any ESS provided beyond the scope of the SOC is agreed to by the Parties, such Services may not be covered by the HSGP grant, and the Office may require the Customer to execute an amended Exhibit A setting forth the fees for that particular Service.
- 1.2. *Federal Funds.* As contemplated by Section 10.6 (Federal Funds) of the MOU, the following ESS or Office-Supplied Tools are paid for by funding awarded and through the HSGP grant:
 - 1.2.1. SOC. There are no fees for the SOC under the MOU. Customer’s use of the ESS provided through the SOC are paid for by funding awarded and available through the HSGP grant.
 - 1.2.2. Office-Supplied Tools. The following Office-Supplied Tools are paid for by funding awarded and available through the HSGP grant:
 - 1.2.2.1. Intrusion Detection System (IDS);
 - 1.2.2.2. Enterprise Vulnerability Management System (EVMS);
 - 1.2.2.3. Anti-Malware (Host based and Network based);
 - 1.2.2.4. Security Awareness Training and Phishing Tests;
 - 1.2.2.5. Web Filtering.
 - 1.2.2.6. Or any other ESS mutually agreed upon by the Parties the Office agrees to provide Customer, including by or through the SOC.

2. **Customer Systems.** For purposes of the MOU, including as it relates to the applicability of Section 15 of the MOU (Customer Systems/Data Access and Liability), Customer Systems include:

- 2.1. Customer's network equipment;
 - 2.2. Customer's endpoints;
 - 2.3. Any other of Customer's web sites, applications, databases, data centers, servers, networks, desktops, endpoints, or any other like systems or equipment (including as may be licensed or leased from, operated or managed by, or otherwise owned or originating with or from Third Parties) that are monitored, assessed, defended, or otherwise accessed by the Office in the performance of the ESS, or on which the Office has installed Office Supplied Tools or that otherwise interface with Office Supplied Tools in connection with the ESS provided hereunder.
3. **Access, Monitoring and Response Protocols.** The Office's access, monitoring and response is subject to the following mutually agreed upon protocols:
- 3.1. Access - SOC intends to limit access to Customer Data and Customer Systems to the extent necessary to identify a Security Incident or Security Breach or as needed for the appropriate configuration of Office Tools used in the provisioning of Services under the MOU. Generally, this means that if an alert requires a deeper investigation, prior to accessing or acquiring any additional User Data the Office will request customer permission to access such information from the alerting Customer System;
 - 3.2. Monitoring - Customer Data and Customer Systems are only to be monitored for malicious activity, suspicious activity, risk identification, and vulnerabilities. Office-Supplied Tools relating to endpoint monitoring and protection Services will be installed by the Customer using installation files and instructions provided by the Office. The Office will work with Customer to identify areas where additional deployment opportunities exist to ensure maximum coverage for the Customer. Network monitoring and scanning devices are to be placed inside the Customer's network architecture where the highest network coverage and visibility can be attained. Customer will provide credentials as needed to obtain the most efficient monitoring and scanning configuration;
 - 3.3. Response -
 - 3.3.1. Specific response protocols will follow internal SOC reporting and notification procedures, which may be updated from time to time and provided to the Customer upon request.
 - 3.3.2. The Office may act, unilaterally and without prior approval, to contain a Security Incident, Security Breach, or other significant cyber event where a cyber event is likely to have an adverse impact or cause damage to Customer Systems or Customer Data, including degradation, loss, or disruption of network and system performance or availability, or loss or destruction of Customer Data.
 - 3.3.3. Notwithstanding the foregoing, the Office will not act unilaterally to contain a

cyber event for any specific Customer System or Customer device identified by Customer, in writing, and provided to the Office. By way of example only, several Customers have requested that the Office not act unilaterally to contain events related to 911 systems.

3.3.4. In containing a cyber event as permitted hereunder, the Office or its Authorized Contractors may briefly have access, actual or theoretical, to User Data. Customer acknowledges and consents to the Office's limited access to User Data consistent with the parameters of this Section 3.3, and the Office or its Authorized Contractors will not be required to execute Ancillary Agreements to contain a cyber event as permitted by this Section 3.3, provided access to User Data shall be limited to that purpose.

4. **Notices.** The point of contact for issues of or concerning the administration of this MOU, and individual and contact information to which notices under Section 14.11 (Notices) of the MOU should be addressed and sent, is the following:

For the Office:

Dan Powers

Manager, Information Security Division/Networking

200 E Grand

Des Moines, Iowa 50319

Phone: (515) 240-8226

Email: dan.powers@iowa.gov

For Customer:

Phone:

Email:

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 Exhibit A and have caused their duly authorized representatives to execute this Exhibit A, which Exhibit A takes effect on the date of last signature below.

Signature: _____

Signature: _____

Name (Printed): _____

Name (Printed): _____

Title: Chief Information Officer, State of Iowa

Title: _____

Organization signed on behalf of ("Office"):
Office of the Chief Information Officer, State of
Iowa

Organization signed on behalf of ("Customer"):

Date: _____

Date: _____

Attest: _____

Dennis K. Parrott, Auditor

Tuesday, October 13, 2020 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Carpenter and Cupples present and accounted for; Chairman Talsma presiding.

Humas Resources Director, Dennis Simon presented a resolution to create a permanent part-time Accounting Clerk/Computer Specialist position for the Jasper County Secondary Roads Department.

Motion by Cupples, seconded by Carpenter to approve Resolution 20-73, creating the permanent part-time position of Accounting Clerk/Computer Specialist.

YEA: TALSMA, CUPPLES, CARPENTER

Jamie Elam of the Community Development Department presented a resolution authorizing the adoption of the 2020 Jasper County Comprehensive Plan: Planting Seeds for a Brighter Future.

Motion by Cupples, seconded by Carpenter to approve Resolution 20-74, 2020 Jasper County Comprehensive Plan: Planting Seeds for a Brighter Future.

Discussion by Larry Ladd giving his input on the plan.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter, seconded by Cupples to approve the Recorder's Monthly Report for September, 2020.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Carpenter, seconded by Cupples to approve the Sheriff's Third Quarter 2020 report.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter, second by Cupples to approve claims paid through 10/13/2020.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Cupples, seconded by Carpenter to approve the Board of Supervisors minutes for 10/06/2020.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Cupples, seconded by Carpenter to enter Closed Session for the Community Development Director, Kevin Luetters, employee review.

YEA: CUPPLES TALSMA, CARPENTER

Motion by Cupples, seconded by Carpenter to come out of closed session.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples, seconded by Carpenter to adjust Kevin Luetters salary to Range 22, Step 2, effective 10/24/2020.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Carpenter, seconded by Cupples to adjourn the October 13, 2020 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, TALSMAN, CUPPLES

Teresa Arrowood, Deputy Auditor

Brandon Talsma, Chairman