

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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Meeting Agenda

June 17, 2019

The Appanoose County Board of Supervisors will meet Monday June 17, 2019 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda
3. Approve minutes of the June 3 & 4, 2019 meetings
4. Approve reports: 6/14 payroll, Prisoner Room & Board Transfer
5. Approve bills
6. Nichole Moore: Comprehensive Plan Contract
7. Furever Friends Update
8. Approve FY20 Salary Certifications
9. Approve Resolution #2019-11: FY20 Appropriations
10. Approve FY20 Solutions Contract
11. Approve GIS Data Request: Schemmer Engineering
12. Approve voiding outstanding warrants
13. Approve Nyhart Contract: GASB 75 report
14. Appoint Eminent Domain Commissioners
15. Appoint County Medical Examiner Investigators
16. Approve RFP for TIF Proposal
17. Approve Resolution #2019-12: Secondary Roads Operating Transfer \$155,652.50
18. Approve Revised County Engineer Contract
19. Approve Change to Union 10 hour days
20. County Engineer report
21. CDS Coordinator
22. Public Comments
23. Adjourn

Posted 6/12/19

June 3, 2019

Appanoose County Board of Supervisors met in regular session June 3, 2019 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Chairman, Neal Smith and Linda Demry, Boardmembers. Absent: None.

Meeting started with the Pledge.

Waits stated Governor Reynolds declared a Disaster Proclamation for Appanoose County.

Smith motioned to approve the agenda. Seconded by Demry. All voted aye.

Demry motioned to approve the minutes from May 20, 2019 meeting. Seconded by Smith. All voted aye.

Smith motioned to approve 5/31 payroll. Seconded by Demry. All voted aye.

Access Sys	Photocopy & Duplicating	210.88
Iowegian	Official Pub.& Legal Not.	172.11
Alliant	Engineering Services	199.53
App Co Auditor	Off. Supplies & Forms	20.50
App Co Bd Supvrs	Ambulance	50000.00
App Co Water Rescue	Ambulance	1676.00
Aramark	Engineering Services	82.59
Bailey Off	Off. Supplies & Forms	71.29
Banleaco	Off. Equip Repair & Maint	237.81
Brown's Shoe	Engineering Services	229.50
C-D	Off. Supplies & Forms	207.61
CANTERA AGGREGATES LLC	Engineering Services	8377.79
Casey's Business MC	Transportation	139.29
CDW Government	Computer Services	3311.25
Cville Iron	Engineering Services	21.54
Cville Wtrwks	Electric Light & Power	234.88
C'ville Produce & Feed	Engineering Services	95.00
Central IA Det	Juvenile Detention & Shel	1512.00
Centurylink	E911 Telephone Expense	247.16
Channing Bete Co	Contrib. & Purchase Serv	505.66
City Cville	Salary-Regular Employees	4129.95
City of Cincinnati	Care of Soldiers Graves	616.00
City of Plano	Maintenance Contract	222.86
City of Unionville	Maintenance Contract	191.75
Cross Dillon	Engineering Services	2871.04
DataSpec Inc	Educational & Train.Serv.	449.00
Linda Demry	Mileage & Transp. Expense	86.40
Diagnostic Imaging	Primary Treatment	36.40
S Dittmer	Legal Serv. Dep-Subp-Tran	63.00
Douds Stone	Engineering Services	609.39
Eastern IA Tire	Mileage & Transp. Expense	65.18
Electronic Eng	Off. Supplies & Forms	491.08
Fogle TV	Engineering Services	235.10
Galls	Uniforms	304.99
GARMAN FARMS	Engineering Services	22313.41
GeoComm	E911 Other Capital Expens	5000.00
Housby Mack	Engineering Services	147.59
Hussman Services	Medical Supplies	246.50
Hy-Vee	Food Preparation Service	1772.00
Hy-Vee Pharm	Medical & Health Services	36.93
IA Cancer Consortium	Dues & Memberships	20.00
IA Law Enforcement Academy	Educational & Train.Serv.	6565.00
IA Prison Industries	Engineering Services	637.19

IA State Bar Assoc	Dues & Memberships	300.00
IA ME	Legal Serv. Dep-Subp-Tran	4950.00
Kimball	Engineering Services	331.28
Pam Kluxdal-Wells	Educational & Train.Serv.	109.35
Knox Co Stone	Engineering Services	10209.76
R Lamb	Mileage & Transp. Expense	519.06
Lange FH	Mileage & Transp. Expense	939.00
J Lasley	Educational & Train.Serv.	29.81
Kris Laurson	Mileage & Transp. Expense	67.50
Mail Serv	Vehicle Renewal Notices	402.92
Mainstay Sys	Off. Equip Repair & Maint	7740.00
McCoy Legal Serv	Legal & Ct-Related Serv.	975.00
Mercy Med Ctr	Engineering Services	31.00
Midwest Wheel	Engineering Services	177.72
MMIT	Off. Supplies & Forms	40.00
Moravia 1st Resp	Ambulance	5781.00
Moravia Historical Society	Contrib. & Purchase Serv	400.00
Moulton Ambulance	Ambulance	10222.00
Mystic 1st Resp	Ambulance	4860.00
Natel	Office Equip. & Furniture	572.67
Office Ctr	Off. Supplies & Forms	158.80
Orschelns	Engineering Services	139.98
Provantage	Law Enf. Equip & Weapons	66.69
Qualification Targets	Educational & Train.Serv.	359.51
Quill	Dues & Memberships	354.05
Rainbo Oil	Engineering Services	1738.01
RRWA	Engineering Services	25.75
Seymour 1st Resp	Ambulance	419.00
Shield Technology	Off. Equip Repair & Maint	10562.50
SNAP-ON TOOLS CORP BROCK HAINE	Engineering Services	215.00
Solutions	Computer & Microfilm Supp	78.20
Southern App 1st Resp	Ambulance	4860.00
Dennis Sturms	Mileage & Transp. Expense	259.45
Superior Cable & Data	Building Perm. Improvemnt	3305.28
R Tisue	Educational & Train.Serv.	31.43
US Bank	Engineering Services	1400.97
US Cellular	Off. Supplies & Forms	815.62
Walmart	Off. Supplies & Forms	37.94
WCT Sales	Engineering Services	720.00
Windstream	Off. Supplies & Forms	263.66
Grand Total		189133.06

Demry motioned to approve bills. Seconded by Smith. All voted aye.

Mark McGill presented the board with a petition containing approximately 70 signatures requesting the county terminate the Comprehensive Plan Contract with Chariton Valley Planning & Development. Following discussion, Waits motioned to terminate the contract. Demry seconded. Waits amended his motion to include requesting the County Attorney draft a letter to Chariton Valley Planning and Development terminating the contract. Demry seconded the amendment. All voted aye.

Demry motioned to proceed getting information on setting up a TIF on the windmill project. Seconded by Smith. All voted aye. Tim Johnson from Farm Bureau is coming to a special meeting tomorrow, 6/4/19 at 9 A.M. to provide information on TIF.

Demry motioned to approve the liquor licenses for the Whistle Stop. Seconded by Smith. All voted aye.

Smith motioned to approve cigarette permits for Brownies 3-B's, Dogg's RV Park, Elliott's General Store, and Rathbun Marina. Seconded by Demry. All voted aye.

Smith motioned to approve the reappointment of Pete Schwaner as Commissioner of Veteran Affairs. Seconded by Demry. All voted aye. Schwaner's term will expire 6/30/2022.

Smith motioned to approve the art file for the county's Official Seal. Seconded by Demry. All voted aye.

FYI- Deerview filed an update to their MMP (a change in crop rotation or optimum yields).

Demry motioned rescind the hiring of Mike McClure on the condition a letter is prepared from the Engineer. Seconded by Smith. All voted aye.

Demry motioned to approve hiring Derek Ewing as Motor Grader Operator effective 6/3/19 with a starting pay of \$22.00 an hour. Seconded by Smith. All voted aye.

County Engineer Brad Skinner, updated the board on Secondary Roads projects. They will be re-advertising for the sign specialist after a new job description is completed. Water was over the roads in 20 locations recently. Most roads have been reopened with minimal loss. They will be looking into whether a FEMA declaration will be made or not (requires minimum damage around \$35,000). An accident on J46 requires follow-up work. After examining the 5 year construction plan a couple bridges can come off after repairs were made to extend their life but some FM projects need added.

Stephanie Koch, CDS Coordinator, informed the board a Stakeholders meeting will be held 6/6/19 at noon in Ottumwa. Advisory Board will meet the same day at 1 P.M. to help boost attendance. The next Governing Board meeting will be 6/19/19 at 9:30 A.M. in Davis County. She will be out of the office providing C3 Training this month at Tenco the 7th and 21st. She recently visited the peer run respite house in DeWitt. Individuals can stay up to 7 days and they will accept referrals from Appanoose County.

Public comments: Jason Murphy requested supervisor signature on a parcel data file. Demry motioned to have Chairman Mark Waits sign the request. Seconded by Smith. All voted aye. Bruce Buttel complimented Mark McGill on the work he has done and mentioned boards need input from citizens. He also commented on bringing more businesses into the area. There are jobs available now, we need more employees and wondered how this is being promoted.

Demry motioned to adjourn. Seconded by Smith. All voted aye.

The Board adjourned to meet at the call of the Auditor at 9:35 A.M.

Appanoose County Board of Supervisors

Attest:

June 4, 2019

Appanoose County Board of Supervisors met in special session June 4, 2019 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Chairman, Neal Smith and Linda Demry, Boardmembers. Absent: None.

Smith motioned to approve the agenda. Seconded by Demry. All voted aye.

Tim Johnson from Farm Bureau presented information about TIF (Tax Increment Financing) and took questions from the board and members of the public.

Demry motioned to adjourn. Seconded by Smith. All voted aye.

The Board adjourned to meet at the call of the Auditor at 9:45 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor



DISTRICT COURT OF APPANOOSE COUNTY

REPORT OF FEES COLLECTED

PRISONER ROOM AND BOARD

To the Board of Supervisors of Appanoose County:

I, Bannie Houser, Clerk/Clerk's Designee of the District Court of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by the Clerk of Court for the month of May, 2020, and The same has been paid to the County as per receipt attached.

COUNTY SHARE OF PRISONER ROOM & BOARD

1000-1000-4440-05-302	Total Prisoner Room & Board Reimbursement	
	100% General Basic	\$ <u>1396¹⁸</u>
29000-01000-4440-05-301	60% Transfer to Sheriff	\$ <u>837¹¹</u>

Transfer authorized by Appanoose County Board of Supervisors this _____ day of

_____, 20_____.

Signed: _____

Chairperson

Chad Koestner	Rent Payments	350.00
Keith Lain	Twp Clk & Trustees	20.00
Lorena Lain	Twp Clk & Trustees	20.00
R Lamb	Medical & Health Services	259.71
Landings	Rent Payments	350.00
Kris Laurson	Contrib. & Purchase Serv	53.90
Lee Co Hlth	Community Support Program	644.64
Arthur Lemley	Twp Clk & Trustees	20.00
Lexipol	Jail Equip. & Furniture	4474.00
LexisNexis	Dues & Memberships	100.00
Lockridge	Engineering Services	252.22
M D Products	Engineering Services	4303.81
Marion Co Pub Hlth	Community Support Program	378.82
Marshall Co Sheriff	Medical & Health Services	3396.65
MACKENZIE MCCOY	Educational & Train.Serv.	13.02
M McDarolds	Twp Clk & Trustees	20.00
M&M Sales	Off. Equip Repair & Maint	1605.95
Mobley, Joan	Twp Clk & Trustees	20.00
I Mobley	Twp Clk & Trustees	20.00
Monroe Pub Hlth	Community Support Program	5945.91
Monroe Sheriff	Legal Serv. Dep-Subp-Tran	42.46
C Moore	Twp Clk & Trustees	20.00
Moravia Public Library	Contrib. & Purchase Serv	5750.00
Moravia Union	Off. Supplies & Forms	297.07
NAPA	Engineering Services	1731.12
O'Reilly	Engineering Services	501.16
Orchard Pl	Community Support Program	4643.34
Owl Pharm	Prescriptions & Medicine	85.46
Petty C-Sheriff	Educational & Train.Serv.	179.67
J Phillips	Twp Clk & Trustees	20.00
Polk Co Treas	Medical & Health Services	624.10
F Proctor	Twp Clk & Trustees	20.00
Prof Computer	Off. Equip Repair & Maint	14.95
Quill	Off. Supplies & Forms	381.93
Ramada	Educational & Train.Serv.	364.00
RASWC	Engineering Services	46.00
RRWA	Engineering Services	51.50
Rockmount Research	Engineering Services	912.82
SCICAP	Community Support Program	19359.64
Scott Co Sheriff	Legal Serv. Dep-Subp-Tran	99.50
R Sebolt	Twp Clk & Trustees	20.00
Seymour Tire	Engineering Services	203.00
D Sherrard	Twp Clk & Trustees	40.00
K Sherrard	Twp Clk & Trustees	40.00
STEDA	Community Support Program	11325.93
Gary Smothers	Twp Clk & Trustees	20.00
SNAP-ON TOOLS CORP BROCK HAINES	Engineering Services	85.00
J Steele	Twp Clk & Trustees	20.00
S Stufflebeem	Rent Payments	550.00
Dennis Sturms	Mileage & Transp. Expense	266.20
Summit Co	Engineering Services	1191.00
R Tissue	Mileage & Transp. Expense	44.46
UnityPoint	Engineering Services	42.00
US Bank	Off. Supplies & Forms	23.69
US Cellular	Telephone & Telegr.Serv.	474.77
USPS	Postage & Mailing	70.00
P Visser	Mileage & Transp. Expense	211.12
Walmart	Jail Equip. & Furniture	444.55
Bill Ward	Twp Clk & Trustees	20.00
Watson & Ryan	Legal. & Ct-Related Serv.	464.82
Wayne Co Sheriff	Legal Serv. Dep-Subp-Tran	4250.00
Windstream	Telephone & Telegr.Serv.	1409.35
W A Wright	Twp Clk & Trustees	20.00
Ziegler	Engineering Services	18127.91
10-15	Contrib. & Purchase Serv	2500.00
Grand Total		310188.56

Smith motioned to approve bills with the deletion of the Contech \$41,000. Seconded by Demry.
All voted aye.

Tim Scurlock and Tammy Cassidy from Furever Friends requested \$15,000 in funding for their animal shelter. They are also seeking support from all cities in Appanoose County. Demry motioned to approve giving \$5,000 this fiscal year and \$10,000 next fiscal year after receiving paperwork showing it is a viable project and commitment from the cities by June 1st. Seconded by Smith. All voted aye.

Demry motioned to open the public hearing for the FY20 County Budget. Seconded by Smith.
All voted aye. Jason Fraser asked about the Long Term Debt Schedule. The County does not have any

FY20 Salary Certifications

FIRST NAME	LAST NAME	SALARY	HOURLY	FT/PT
GARY	ANDERSON	\$77,939.38		FT
MICHELE	BALDWIN	\$36,023.84		FT
WILLIAM	BARBAGLIA, JR		\$22.81	FT
CYNTHIA	BARTELS	\$40,672.07		FT
MICHAEL	BARTH	\$68,650.00		FT
DENNIS	BEESON		\$15.00	FT
MICHAEL	BOGLE		\$14.07	PT
JESSICA	BRATZ		\$10.00	PT
MARK	BROWN		\$22.91	FT
MARTIN	BROWN		\$22.53	FT
ELIZABETH	BURGIN	\$32,617.00		FT
GARY	BUCKALLEW	\$58,454.54		FT
RICK	BURKLAND		\$22.86	FT
MITCHELL	CAIRNS		\$27.29	FT
CHARLES	CARTER	\$62,351.51		FT
CHAD	CLARK		\$22.86	FT
DOYLE	CLARK		\$15.93	FT
JEWELL	COHRS	\$37,766.93		FT
ALYSSA	COWAN		\$24.46	FT
JANET	DAVIS	\$58,102.96		FT
LINDA	DEMRY	\$30,033.28		FT
DAVID	DULEY	\$62,351.51		FT
JOHN	DULEY		\$22.46	FT
DEREK	EWING		\$22.56	FT
LONNY	FLOEN	\$46,763.63		FT
KEITH	GLOSSER	\$66,248.48		FT
WILLIAM	GOLSTON		\$23.89	FT
MICHELLE	GRAY	\$46,482.37		FT
JORDAN	HARVEY	\$62,351.51		FT
AUSTIN	HOFFMAN		\$15.50	PT
KELLY	HOWARD	\$58,102.96		FT
DENNIS	JACKSON		\$22.63	FT
CHARLOTTE	KIRBY		\$24.46	FT
PAMELA	KLUXDAL-WELLS	\$49,387.52		FT
EVAN	KNORR	\$47,119.00		FT
STEPHANIE	KOCH	\$54,100.80		FT
GWENDOLYN	KOK		\$12.00	PT
MICHAEL	LAMB	\$46,846.67		FT
JERILYN	LASLEY		\$16.88	FT
KRISTOPHER	LAURSON	\$62,396.46		FT
JACK	MALETTA		\$13.25	PT
TRISTA	MCCLURG	\$19,884.00		PT
MACKENZIE	MCCOY	\$58,239.31		FT
TAMIE	MCGRANN		\$22.86	FT
RANDY	MCPHERREN		\$29.75	PT
MAEGAN	MESSAMAKER	\$46,482.37		FT

FY20 Salary Certifications

FIRST NAME	LAST NAME	SALARY	HOURLY	FT/PT
MARK	MICETICH		\$22.21	FT
COLTON	MIHALOVICH		\$15.93	FT
CREIGHTON	MIHALOVICH		\$15.93	FT
JASON	MURPHY	\$51,657.90		FT
JASON	MURPHY	\$4,355.00		PT
STEVEN	ODEN		\$22.98	FT
JONATHON	PRINTY	\$62,351.51		FT
RANDALL	RASKIE	\$60,471.07		FT
JENNIFER	SALSTRAND	\$46,482.37		FT
SUSAN	SCIESZINSKI	\$95,687.18		FT
NATHAN	SHILLING	\$58,239.31		FT
TERRY	SIVETTS		\$22.91	FT
BRADLEY	SKINNER	\$110,000.00		FT
DARRICK	SMITH		\$22.81	FT
KARI	SMITH	\$43,577.22		FT
KEVIN	SMITH		\$23.77	FT
MARLA	SMITH	\$37,185.89		FT
NEAL	SMITH	\$30,033.28		FT
SCOTTI	SQUIRES		\$15.50	PT
MATTHEW	STEEN		\$21.96	FT
PAULA	STICKLER		\$13.25	PT
ROBIN	THOMAS	\$50,643.80		FT
RHONDA	TISUE		\$25.50	FT
DYLAN	VAN DONSELAAR		\$23.61	FT
PHILIP	VISSER	\$46,000.00		FT
TIMOTHY	WAGNER		\$22.99	FT
MARK	WAITS	\$30,533.28		FT
TEDDY	WALKER	\$58,102.96		FT
ALAN	WILSON	\$38,834.00		FT
RHEA	WILSON		\$23.33	FT
RHEA	WILSON	\$2,045.00		PT
HANNAH	WILTAMUTH	\$31,200.00		FT
MARILYN	WOOD		\$20.01	FT
NANCY	WRIGHT		\$24.46	FT
RYAN	YOUNG		\$22.81	FT
TRANSPORT OFFICER			\$24.46	PT
BOARD OF REVIEW			\$17.00	PT
VA COMMISSIONERS		\$720		PT

APPROPRIATIONS RESOLUTION

NO. 2019-11

Whereas, it is desired to make 100% appropriations for each of the different officers and departments for the fiscal year beginning July 1, 2019 in accordance with Section 331.434, Subsection 6, Code of Iowa.

Now, therefore, be it resolved by the Board of Supervisors of Appanoose County, Iowa, as follows:

Section 1. The following amounts are hereby appropriated from the resources of the county to the department or office listed:

<u>Dept# & Name</u>	<u>\$ Amount</u>	<u>Dept# & Name</u>	<u>\$ Amount</u>
01-Brd of Supervisors	201,862	02-Auditor	360,875
03-Treasurer	433,149	04-County Attorney	262,070
05-Sheriff	2,475,059	07-Recorder	171,235
08-Assessor	296,677	20-Secondary Roads	5,241,671
21-Veterans Affairs	55,695	22-Conservation	289,905
23-Public Health	251,315	24-Weed Commissioner	3,250
25-Dept of Public Health	94,673	28-Medical Examiner	40,000
31-District Court	76,000	33-County Library	20,400
36-EMS Income Surtax	80,000	51-Courthouse	432,257
52-Data Processing	139,798	56-ADLM Empowerment	709,600
57-E911	245,200	58-Emergency Management	176,613
60-Mental Health	754,933	61-Juvenile Probation	42,000
99-Zoning	78,000	99-Non-departmental	1,352,159

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 2 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2019.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure or money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2019-2020 budget year the auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriation, she shall immediately so inform the Board of Supervisors and recommend appropriate corrective action.

Section 5. The auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which shall indicate the amount of the appropriation, the amounts charged thereto, and the unencumbered balance. The auditor shall report the status of such accounts to the applicable departments and officers during the 2019-2020 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2019.

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa on June 17, 2019, the vote thereon being as follows:

AYES:

Chairman, Board of Supervisors

NAYS:

Attest:

Kelly Howard, Appanoose County Auditor



SOLUTIONS

"Solutions", Inc.
2311 West 18th Street, Spencer Iowa 51301
712-262-4520

**Changes to the
Technology Services Agreement and
Statement of Work Agreement**

May 30, 2019

Kelly Howard
Auditor
Appanoose County
201 N 12th St
Centerville, IA 52544-1794

RE: Annual Support

Dear Kelly,

With this letter, we are sending our updated Statement of Work Agreements for technical support and our Licensed Code Support Agreement (Software Support).

Even if you have not budgeted to pay these agreements until after the Fiscal Year, please sign and return these to us with a note of the date you wish to be invoiced. Do you want to be invoiced before or after the fiscal year?

Not much has changed for our Support Agreements for this year as compared to last year.

There were not any price changes this year for Software and Application Support, except for travel (see "Travel Costs (for all agreements)" below).

Every year we review the verbiage for clarity. This section was changed regarding the rates for outside vendors (removing the rate), as these changes, depend on what vendor we work with.

3.2.4. IBM i Technical Support – Current rate starts at one hundred forty-five dollars per hour (\$145.00) for Primary Shift, with a two-hour minimum, unless otherwise described in Exhibit A or covered under a Services Agreement. Rate is based on service personnel involved. If outside vendors such as IBM i service or support personnel are involved, their time is not included, even if subcontracted.

Travel Costs (for all agreements):

Standard rates are going up as follows: Seventy dollars (\$68 to \$70) an hour to and from your offices. Fifty-eight cents (58 cents) per mile round trip, plus expenses. Costs will still be split when multiple customers are seen on the same trip.

Discount Rates: Our discount rates are staying the same (this year). Two hundred fifty dollars a day per technician, anywhere in the state. Discounted travel is only available for Silver and Gold Managed Services Customers.

Managed Services Customers at shorter distances: "Solutions" will always charge the lower amount for Managed Services Customers.

Services – Statement of Work - SoW:

IBM i – Server Management: Two changes (to clean up wording):

Customers and technicians are constantly confused as to where Network support stops and the IBM i support starts. We will always work with you to get your communication issues resolved, but it has always been assumed, that your Network, Personal Computers and Printers are configured and set up correctly. So, we made the following changes.

Trouble Shooting Personal Computer Interface to IBM i - electronically attached to the operating System - The Customer is required to have the Personal Computer correctly networked to the IBM i, and identifiable as a Workstation to the IBM i operating system.

Trouble Shooting Printer Interface to IBM i - electronically attached to the operating System - The Customer is required to have the Printer correctly networked to the IBM i, and identifiable as a Printer to the IBM i operating system.

Three Managed Services Offerings continue.

Bronze, Silver and Gold

- Services offered in 2018-2019 will continue in 2019-2020
 - We are offering Pre-paid Hourly services (other than Image Services) only to Silver & Gold Managed Services Customers or Hosted Database Clients.
 - Silver and Gold Managed Services will continue to be provided 24 hour support.

Hourly Rates have not changed:

If you do not have managed services Silver or Gold, only Level II, III and Level IV rates are available. Certain services will still require written approval (such as linking your personal cell phone to email). As stated previously, it is important that if you have a problem, that you have permission from your employer to call.

Level I-\$87, Level II-\$115, Level III-\$145 and Level IV-\$175

Coverage for Printers:

Printers have been confusing for everyone: In the past we didn't have a separate line item for Printers. Some Customers would request that we didn't cover them. "After all, if the Printer was a copier, that had a contract, why even monitor it?" Some Customers wanted us to keep track if there was a failure.

Internally, "Solutions" has always paid for the software to track them, whether we added those to the Customer's total or not, and the amount we did charge was nominal (\$1.50).

Starting this year, we are formalizing that policy. We are providing the count of the Printers that we have identified through Managed Services. There will be a Count at \$0.00 per unit \$0.00 per month (I.E no charge).

We are currently exploring what options might be attractive to end users regarding printer support. In the coming year(s), we will be offering different support options for Printers.

All Managed Services Customers – Changes – Please review:

Devices, that Solutions may monitor, but not bill for: We are now breaking this down as follows on your itemized breakdown:

Network Costs	Count	billable by Count
Workstations (PCs, Laptops, Workstations)	Count	billable by Count
Server Instances, Physical, and Virtual	Count	billable by Count
Network devices	Count	billable by Count
Printers – default is not billed – future product	Count	
Specialized Storage, NAS, Video – tracked only	Count	
Non-billable Miscellaneous Devices	Count	

Network Assessment and an analysis of all devices is required on a regular basis - Network Assessment Software will be loaded onto the Customer's Network or Networks and changes will be applied to the Statement of Work as needed.

The Customer will upgrade all Hardware and Software to recommended levels.

Once the Assessment has been completed an analysis will be delivered to the customer as to what hardware/devices are not or no longer acceptable and/or what software needs to be upgraded to minimum levels of support. The Customer, will at their own cost, have these devices and software upgraded to the minimum recommended levels.

Managed Services requires specified levels for wiring, switching and how the Customer's LAN and WAN is mapped. As part of the above Network Assessment, Solutions will provide to the Customer as to what changes are needed to be made to the existing network infrastructure for efficiency and security. The Customer will, at their own expense, have these devices and software upgraded to the minimum recommended levels. Due to the constant changes in the IT industry, periodic updates to these requirements may be made throughout the term of the agreement and may require the customer to update their network infrastructure. The requirements will be supplied to the customer.

Pre-Paid Hours – With the exception of Pre-Paid Labor for Image Services, Pre-Paid Technical Service Hours are only available for purchase for Silver or Gold Managed Services Customers. The Service plan also provides those customers with a discount applied to that rate.

The Silver and Gold requirement, gets printed, on the Pre-Paid Statement of Work Service Plan, but if you don't have Managed Services and have never purchased one of these current plans, you will never see this.

What can be Excluded from Managed Services?

Excluded devices might be devices such as Cell Phones that are regulated to a separate subnet. Or, miscellaneous hardware that has been identified and excluded (doorbell systems). These are devices that Solutions or the Customer has requested be excluded.

Please note: No Security devices (switches, routers and firewalls), Personal Computers, (both physical and virtual), Laptops, Workstations, Appliances (Linux based or otherwise), or Servers (both physical and virtual) may be excluded from the monitoring service, still applies.

Bronze – verbiage changes – Cleaning up the explanations

Managed Antivirus and Antispyware (Business or Enterprise Class only)- includes scheduled updates only. Only approved products are included. Check with Solutions for the approved list of products. Customer is still responsible for Licensing costs.

Installation & Break / Fix - All other services not covered with a Bronze Agreement above will incur hourly rates. Since this is a Managed Services Customer with a trained internal IT person, all hourly services should be handled by Internal IT unless a service order has been requested and assigned.

Silver – verbiage changes – Cleaning up the explanations / Some items not getting done

Managed Antivirus and Antispyware (Business or Enterprise Class only) - adds all upgrades. Only approved products are included. Check with Solutions for the approved list of products. Customer is still responsible for Licensing costs and new installations

Backup - Notify the Customer if backup fails and offer to fix the problem. Notify specific personnel of the customer should the backup fail. Offer remedy (fix the problem) at an additional cost, unless the backup is covered by a separate, additional Statement of Work: IE Datto Agreement)

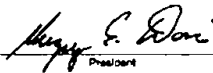
Executive Report & Review – Upon Request, Executive Reports are supplied to the customer. Onsite Reviews will be provided as needed. Travel is billed at standard rates.

Customers without a Managed Services Agreement - Break/Fix

No Change - Break/fix services without Managed Services Agreements can only be handled as time permits. If you do not have a Managed Services agreement, you will not be taken directly through when you call. Without a Managed Services agreement you will need to make a service request through our dispatch desk at our 712-262-4520 number and we will have someone call you back.

If you have any questions, please give me a call at 712-262-4520 or e-mail me at gdavis@gmdsolutions.com.

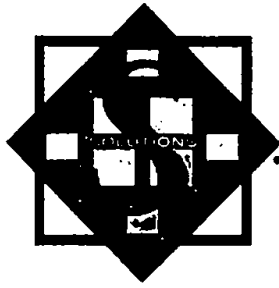
Best Regards,



President

Gregory E. Davis

President "Solutions"



SOLUTIONS

"Solutions", Inc.
2311 West 18th Street, Spencer Iowa 51301
712-262-4520

Licensed Code Support Agreement

This Support Agreement ("**this Agreement**") is made and entered into this 1st day of July, 2019 by and between "**Solutions**", Inc. (hereinafter "**Vendor**"), a (Software Developer and Licensor) with principal offices at 2311 West 18th Street Spencer Iowa 51301, and Appanoose County hereinafter "**Customer**"), a (Local Government and its Offices) with principal offices at: 201 N 12th St, Centerville, IA 52544-1794

WHEREAS, Vendor is in the business of developing computer programs, certain of which computer programs have already been Licensed by the Customer; and,

WHEREAS, the Customer desires to retain the services of Vendor to maintain and service the computer programs licensed by the Customer from Vendor, such maintenance and service of the Vendor's computer programs to be accomplished by Vendor pursuant to the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, Vendor and the Customer hereby agree as follows:

Section 1 - Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

1.1 "**Licensed Program**" The computer software described in Exhibit A hereto, including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under this Agreement or the License Agreement.

1.2 "**Custom Program**" Any program that has been requested by the Customer to be written or installed in addition to the Customer's Licensed Program described in Exhibit A hereto.

1.3 "**Non Maintained Program**" Any program no longer maintained and updated to Vendor's current Release by the Customer. This can also be any program no longer offered for License by Vendor.

1.4 "**Installation**" The preparation and the loading of new or revised Licensed Programs onto the Customer's existing hardware. Installation is not limited to on-site loading, but also includes Licensed Programs sent or delivered to the Customer by Vendor.

1.5 "**Error**" Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by Vendor, or not authorized to be so combined or merged by Vendor, shall not be considered an Error.

1.6 "**Error Correction**" Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.

1.7 "**Enhancement**" Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Vendor as minor or major, depending on Vendor's assessment of their value and of the function added to the preexisting Licensed Program.



1.8 "Normal Working Hours" The hours between 8:00 A.M and 5:00 P.M. Central Standard Time, on the days Monday through Friday, excluding regularly scheduled holidays of Vendor.

1.9 "Releases" New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.10 "Major Enhancement" Shall be further defined as: Any modification or addition that, when made or added to the Licensed Program, materially changes the Programs file structure and may require Program modifications to any of the Customer's Custom Programming.

1.11. "User Requested Major Enhancements" An enhancement of a Licensed Program requested by a 75% minimum majority of users of that Licensed Program.

1.12 "Federal or State Mandated Enhancement" An enhancement mandated by a change or definition of Federal or State code.

1.13 "Minor Enhancement" An enhancement of a Licensed Program that materially changes its utility, efficiency, functional capability, or application, that Vendor feels will improve the Customer's usage.

1.14 "Trade Secrets" Any information, process, or idea developed by Vendor which Vendor considers confidential. Examples of trade secrets include, but are not limited to:

1.14.1 Licensed Program reports, source code, object code, and documentation developed by Vendor.

1.14.2 All information relating to Vendor Licensed Programs now existing or currently under development by Vendor.

1.15 "Training" The instruction of the Customer and/or the Customer's employees in the use of Vendor Programs.

1.16 "Agreement Term." A period of up to one year, commencing on the entered date of this agreement, and ending on the final day of the Customer's current fiscal year.

1.1.17. "Customer support" is a range of customer services to assist customers in making cost effective and correct use of a product. It includes assistance in planning, installation, training, trouble shooting, maintenance, upgrading, and disposal of a product

1.1.18. "Technical Support" Regarding technology products such as mobile phones, televisions, computers, software products or other electronic or mechanical goods, it is termed technical support.

Section 2 - Scope of Services

2.1 During the Agreement Term, Vendor shall render the following services in support of the Licensed Program, during Normal Working Hours, subject to the compensation fixed for each type of service in Vendor's rate schedule set forth in 3.2. Rate Schedule hereto:

2.1.1 Vendor shall maintain a program control center capable of receiving by telephone or network transmission, operator reports of system irregularities.

2.1.2 Vendor shall maintain a telephone hot line that allows Customer to report system problems and seek assistance in use of the Licensed Program.

2.1.3 Vendor shall maintain a trained staff capable of rendering the services set forth in this Agreement.

2.1.4 Vendor shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Vendor in Accordance with Vendor's standard reporting procedures. Vendor shall, within 36 working hours of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Vendor shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Vendor shall include the Error Correction in all subsequent Releases of the Licensed Program. Vendor shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Vendor shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 7 days.

2.1.5 Vendor may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, Minor Enhancements, and, in certain instances if Vendor so elects, Major Enhancements. Vendor shall provide Customer with one copy of each



new Release. Vendor shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.6 Vendor may, from time to time, offer Major Enhancements to its customers that may be covered under an Annual Maintenance Fee set forth in Exhibit A hereto. Those Major Enhancements not covered under an Annual Maintenance Fee shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.7 Subject to space availability, Customer may enroll its employees in Vendor's training classes, held at Vendor's facility in Spencer Iowa, for regular or advanced training subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.8 Vendor shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Support Vendor and Customer.

2.2 During the Agreement term Customer shall be responsible for the following:

2.2.1 The Customer agrees to provide Vendor with dumps, as requested and with sufficient support and test time on the Customer's computer system to duplicate the error, certify that the problem is with Vendor's Programs, and certify that the problem has been corrected.

2.2.2 The Customer shall inform Vendor in writing of any modifications made by the Customer to the Licensed Program. Vendor shall not be responsible for maintaining Customer modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Customer modified portions of the Licensed Program. Vendor shall not be responsible for maintaining Custom Program modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Custom Program modified portions of the Licensed Program. Corrections for difficulties or defects traceable to the Customer's errors or systems changes shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.2.3. The Vendor shall make available to the Customer and publish on a quarterly basis, the operating system requirements needed to maintain and operate the Licensed Program. The Customer agrees to meet or exceed those requirements on the Computer system that the Licensed Program is licensed for within 90 days of the published date.

Section 3 - Fees and Charges

3.1 Customer shall pay Vendor an Annual Fee covering those Licenses as Specified in Exhibit A. Any additional services provided to the Customer shall incur charges as specified on the rate schedule set forth in 3.2. Rate Schedule hereto. Vendor reserves the right to change its rate schedule from time to time, provided that no such change will be effective until at least 30 days after Vendor has given Customer written notice of such change. Such written notice may be in the form of a statement in Vendor's regularly issued newsletter, website or social media.

3.2. Rate Schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice.

3.2.1 Primary Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double time shift - 8:00PM to 7:59AM and weekends (Saturday and Sunday).

3.2.2. Application Support or Training – Current rate is one hundred fifteen dollars per hour (\$115.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.3 Computer Programming and Customer Support – Current rate is one hundred forty-five dollars per hour (\$145.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.4. IBM i Technical Support – Current rate starts at one hundred forty-five dollars per hour (\$145.00) an hour for Primary Shift with two hour minimum unless otherwise described in



Exhibit A or covered under a Services Agreement. Rate is based on service personnel involved. If outside vendors such as IBM i service or support personnel are involved, their time is not included, even if subcontracted.

3.2.5. Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

3.2.6. Service orders – Articles 3.2.1., 3.2.2., 3.2.3.3.2.4., and 3.2.5 will require a service order or approval for over time, to be filled out by the Customer on work to be performed by Vendor on behalf of the Customer. Exceptions to this requirement will be Customer errors requiring immediate programming to be performed through communications due to time sensitive requirements. A sample of this Service order is available from the Vendor.

3.2.7. Travel and Expenses - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$70.00 an hour and is subject to change. The Customer in addition to the travel charge will be invoiced for motel and meal expenses.

3.3 Reimbursement of Expenses. In addition to the foregoing, Customer shall pay Vendor its actual out-of-pocket expenses as reasonably incurred by Vendor in furtherance of its performance hereunder. Vendor agrees to provide Customer with access to such receipts, ledgers, and other records as may be reasonably appropriate for Customer or its accountants to verify the amount and nature of any such expenses. Expenses shall be reimbursed within ten (10) days after receipt of Vendor's invoice.

3.4. Invoices. Vendor shall invoice Customer each calendar month for all fees and charges accrued, and all reimbursable expenses incurred during the previous month(s), and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

3.5. Responsibilities. Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, hardware (other than the hardware constituting the program control center maintained at Vendor's facilities) and Software necessary to operate the Licensed Software and to obtain from Vendor the services called for by this Agreement.

Section 4 - Proprietary Rights

4.1 To the extent that Vendor may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works, or Custom Program, prepared by Vendor (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs, in the most current form provided by Vendor, in Customer's own facility; (2) use such Vendor Programs in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Vendor. Notwithstanding Section 6 hereof, Customer's rights under this Section 4.1 shall remain in effect for so long as Customer is authorized to use the Licensed Programs under the License Agreement.

4.2 The Vendor Programs are and shall remain the sole property of Vendor, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Vendor for the use of the work product. Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Vendor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the nonexclusive right of use granted to Customer at the time of its delivery or on-site development.

4.3 The Customer acknowledges and agrees that the Vendor Programs, Error Enhancements, Major Enhancements, Minor Enhancements, State Mandated Enhancements, and Custom Programs (hereinafter referred to as "Programs") are Trade Secrets and proprietary products of Vendor, and as such are protected by Trade Secret laws. The Programs are licensed (not sold) on a nonexclusive basis for use by the Customer on a single computer system. The Programs shall not be copied or reproduced, in whole or in part, in any form



whatsoever, except for use by the Customer as a back-up and/or for archival purposes on a single computer system. The Customer will not, without the prior written consent of Vendor, transfer the Programs electronically from one computer to another over a network. The Programs shall not, under any circumstances, be used by the Customer concurrently on more than one computer system without the prior written consent of Vendor.

4.4 The Customer agrees to maintain full and complete records of the number and location of all Program copies used for back-up and/or archiving purposes, and to furnish these records to Vendor on request.

4.5 The Customer agrees that Vendor's license of the Program to the Customer is not assignable by the Customer, without the prior written consent of Vendor. The Customer shall not provide, or otherwise make available, the Program, in any form, to any person or entity, other than duly authorized employees of the Customer while acting within the scope of their employment for the Customer.

Section 5 - Disclaimer of Warranty and Limitation of Liability

5.1 Except as expressly set forth in this Agreement, Vendor expressly disclaims any and all warranties concerning the Licensed Program or the Services to be rendered hereunder, whether express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose.

5.2 In no event shall Vendor's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to Vendor by Customer within the last 12 months. In no event shall Vendor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vendor knew or should have known of the possibility of such damages.

5.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than 2 years after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

Section 6 - Termination

6.1 This Agreement may be terminated as follows:

6.1.1 This Agreement shall immediately terminate upon the termination of the License Agreement;

6.1.2 This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least 30 days prior written notice is given to the other party; or

6.1.3 This Agreement may be terminated by either party upon 30 days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

6.2. Following termination of this Agreement, Vendor shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by Vendor for the remaining term of the License Agreement. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

Section 7 - Hiring of Vendor's Personnel

7.1 Additional Value from Hiring. Customer acknowledges that Vendor provides a valuable service by identifying and assigning personnel for Customer's work. Customer further acknowledges that Customer would receive substantial additional value, and Vendor would be deprived of the benefits of its work force, if Customer were to directly hire Vendor's personnel after they have been introduced to Customer by Vendor.

7.2 No Hiring Without Prior Consent. Without the prior written consent of Vendor, Customer shall not recruit or hire any personnel of Vendor who are or have been assigned to perform work until one (1) year after the completion of the last work performed on behalf of the Customer.

7.3 Hiring Fee. In the event that Customer hires any personnel of Vendor who are or have been assigned to perform work for Customer, Customer shall pay Vendor, within one (1) year of the date of such hiring, an amount equal to twenty-five percent (25%) of the total first-year compensation Customer pays such personnel as a fee for the additional benefit obtained by Customer.

Section 8 - Miscellaneous

8.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings,



and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

8.2 This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Iowa.

8.3 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

8.4 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.

8.5 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right may that such party hold under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

(Customer) Appanoose County

By: _____
(Please type or print)

Signature: _____

Title: _____

Date: _____, 2019

Address: **201 N 12th St**

Centerville, IA 52544-1794

Telephone Number _____

(Vendor) "Solutions", Inc.

By: **Alaire E. Nielsen**
(Please type or print)

Signature: _____

Title: **Chief Financial Officer**

Date: _____, 2019

Address: **2311 West 18th St,**

Spencer, Iowa 51301

Telephone Number **(712) 262-4520**

Attachments -

Exhibit A



Solutions Support Agreement - Exhibit A for Appanoose County

SUPPORT FEES: A support fee of : \$32,600.00 shall be paid by the Customer to cover the the following licensed programs as indicated: The Agreement starts on 07/01/19 and ends on 06/30/20.

Group A.

		Fee
	<u>Assessor Administration Applications</u>	
<u>1</u>	Base Real Estate / Grain / Partial Exemption / M & E	<u>\$3,400.00</u>
	Sales Ratio Integration into base Real Estate	
<u>1</u>	Vanguard Integrated Work Module	<u>\$1,400.00</u>
	Schneider/Sidwell Transfer of CSR, Val. Acres	
		<u>\$4,800.00</u>
	<u>Auditor</u>	
<u>1</u>	Base Real Estate / Grain / Utility Tax / TIF support	<u>\$3,400.00</u>
	Transfer Book and Reports	
<u>1</u>	Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	<u>\$3,600.00</u>
<u>1</u>	Government Payroll System	<u>\$2,950.00</u>
<u>1</u>	Fixed Assets - Basic Inventory	<u>\$400.00</u>
	Drainage Accounting - Subsystem	
	Drainage Real Estate - Subsystem	
		<u>\$10,350.00</u>
	<u>Engineer</u>	
<u>1</u>	D.O.T. Accounting & Payroll System w/ interface to Auditor	<u>\$3,000.00</u>
<u>1</u>	Equipment Costs & Records	<u>\$600.00</u>
	Parts & Materials Inventory	
		<u>\$3,600.00</u>
	<u>Recorder</u>	
<u>1</u>	Instrument Indexes	<u>\$2,600.00</u>
<u>1</u>	Accounts Receivable	<u>\$600.00</u>
	Vital Statistics	
		<u>\$3,200.00</u>
	<u>Treasurer</u>	
<u>1</u>	Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	<u>\$5,200.00</u>
<u>1</u>	Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	<u>\$1,250.00</u>
<u>1</u>	Miscellaneous Receipts / GL / Treasurer's Sub-ledger	<u>\$2,000.00</u>
	Drainage Tax Receipts-Subsystem	
	Drainage Certificate Ledger-Subsystem	
	Banking & Investments	
	Content Manager (Imaging) for DOT Library	
<u>1</u>	Document Locator (Imaging) for DOT Library	<u>\$600.00</u>
		<u>\$9,050.00</u>
	<u>OnDemand and Image Applications (other than Treasurer's DOT Imaging)</u>	
	MODCA/IOCA/TIFF to PDF - Licensing for Government	
	Scanning Interface for Imaging for Content Manager for 1st User	
	Scanning Interface for Imaging for Content Manager for additional Users	
	OnDemand Printer Output to Storage Definitions	
<u>1</u>	Scanning Interface for Imaging for Document Locator for 1st User	<u>\$600.00</u>
<u>1</u>	Scanning Interface for Imaging for Document Locator for additional Users	<u>\$600.00</u>
		<u>\$1,200.00</u>



Information Technology Services Agreement - Statement of Work

THIS STATEMENT OF WORK is made between "Solutions", Inc. (Solutions), and Appanoose County according to the terms and conditions of the most recent signed Information Technology Services Agreement on file with Solutions dated 07/01/12 (the Agreement).

1. TERM

1.1 Service Commencement Date

The Services in this Statement of Work will commence 07/01/2019 as agreed by both Parties

1.2 Duration of Services

The term of this engagement shall be one year, after which time it will become a month to month engagement which can be cancelled with 30 days' notice.

2. SCOPE OF SERVICES

2.1 Overview

"Solutions" will supply the following Services listed here and attached hereto:

2.1.1. Hourly Services with the following rate schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice

Application Support or Training – Current rate is \$115 per hour for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Computer Programming, IBM i technical services, Image Services and Database Consulting – Current rate is \$145 for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Four Levels for Technical Support Services - Rates Shown are Prime Shift - 2 hour minimum may apply for certain Projects

- Level I - \$87.00 per hour - 15 minute minimum (example password reset) Available only with Silver or Gold Managed Services
- Level II - \$115.00 per hour - 15 minute minimum (example network printer problem)
- Level III - \$145.00 per hour - 15 minute minimum (example server problem)
- Level IV - \$175.00 per hour to \$275 per hour 15 minute minimum - Rate is based on service personnel involved or if preapproved subcontractors are involved.

Service orders – May be required for Computer Programming, Consulting, Image Services and Training. It is the customer's responsibility that if they contact Solutions for Assistance on any of the Services listed under this rate schedule they should expect to be invoiced for Services provided at Solutions current rates. A sample of this service order is available from Solutions.

Travel and Expenses - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$70.00 an hour per person and is subject to change. The Customer in addition to the travel charge will be invoiced out of pocket expenses for meals and hotels.

Discounted Travel Rate: Requires a Managed Services Agreement in Silver or Gold with Locked in travel rate. Those visits scheduled by Solutions personnel will be a per technician charge, of: \$250 per day to cover travel, motel and meals. Advanced scheduling is required to ensure that there are enough technical personnel available. Solutions reserves the right to change this rate upon 30 days notice to the customer. Should the rate in the previous paragraph Travel and Expenses be less than this discounted rate, the lower rate shall be used.

2.2. "Solutions" General Service Level Agreement

General Service Levels are defined as the general levels of support that are applicable to every "Solutions" service. Customer unique requirements (additions or changes) are documented in an SLA Addendum and take precedence over General Service Levels.

General Service Levels are described below:

2.2.1. Service Support

2.2.1.1. Business Hours

Prime Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double Time Shift - 8:00PM to 7:59AM, weekends (Saturday and Sunday) and Holidays.

Off shift is Invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

Technical Support for Networking Hardware and Software based questions. For Silver and Gold Managed Services, the "Solutions" Technical Support Help Desk is on call Twenty-four hours a day, seven days a week (except for listed holidays) for Level I & Level II support for Authorized Users. Level I and Level II does not include IBM i (AS400) questions nor Solutions Application Software Questions. For all Customers, Level II, III and Level IV Support is available Monday through Friday from 8:00 AM to 5:00 PM (Prime shift). Advanced Scheduling of Offshift and Double time Level II, III and Level IV support may require a service order or written request. This can be in the form of a document, fax, or email.

Application Support is covered by a Licensed Code Support Agreement. Please contact Solutions during Prime shift. Rates specified under 2.1.1

IBM i/ Technical and Software Support are covered either hourly (Level III) with a 2 hour minimum per incident or under the IBM i - Server Management Agreement Attached herein. See priorities below and IBM i Statement of Work for SLA.

Approved Users/Covered Offices: Are employees that the Customer has approved to call for support during Prime Shift (normal rates apply) to the standard office number (712) 262-4520. It is important that an employee has permission to call and contract for services, because an invoice will be generated. It is assumed that all employees of the Customer are Approved Users unless restricted by Policy or by individual (exception basis). Calls will be prioritized by Managed Services Gold, IBM i Services and Silver Managed Service in that order as a priority (Bronze will be dispatched, to Customer technical personnel).

Authorized Users: Are Silver or Gold Managed Services users that are empowered by the customer to request billable support at offshift and double time rates. With a Silver or Gold Managed Services Agreement, authorized users may call Solutions regarding Level I and II service requests twenty-four hours a day, seven days a week. The user will be provided a 1-855 phone number for after hours support. The customer is required to provide an accurate list of current employees that are authorized (inclusion basis).

Requests from non-Approved and non-Authorized Users and non-IBM i covered Service requests: All other service requests will require an email, portal or telephone message request made to the Solutions technical Dispatch desk. All other calls will be logged and every attempt will be made to return the call as soon as possible. General Service Levels will not apply.

2.2.1.2. Non-Business Hours: Off Shift & Double Time Shift

Off Shift & Double Time Shift unless covered above will be invoiced as stated 2.2.1.1. above.

2.2.1.3. Holiday Schedule

Holidays are considered non-business hours (Double Time Shift)

2.2.1.4. How to Get Help (Contact Support)

For Solutions Application Support, System i / ISeries or Custom Programming call (712) 262-4520

For Managed Services Clients - Call the 1-800 Support Number provided, call (712) 262-4520 or use the Customer Portal

For all other service and support inquiries submit a request to "Solutions' Help Desk - Solutions Customer Portal or Call and ask for dispatch.

For the Customer Portal you will need a username and password to login to the system. If you do not have an account, you may submit your request by requesting your IT staff or Office Technical Contact to submit it on your behalf or call 712-262-4520 and request Dispatch for Technical Support.

2.2.2. Duties and Responsibilities Overview

"Solutions" Responsibilities

Managed Services Customers - "Solutions" is your first line of defense when a user has a problem with a computer (desktop, laptop, or server), IBM i (where applicable), web access, email, Wide Area Network (WAN) or telecommunications. You can expect the following from us:

- We will acknowledge your issue within 1 hour to 8 business hours, depending on priority of the issue.
- We will take ownership of the issue.
- We will listen to you.
- We will resolve issues in a timely manner.
- We will ask for your feedback (customer surveys).

Customer Responsibilities:

We want customers to partner with us to find an agreeable resolution to any situation. Maintaining a positive connection by sharing information, demonstrating the ability to listen and remaining accountable are critical aspects for both "Solutions" and our customers. We ask the following from our customers:

- Report technology issues in a timely fashion.
- Document as much detail into the symptoms of the issue as possible.
- Request and schedule special services well in advance in writing, when requested. For example installation of new equipment or creation of new user accounts.
- Acquire proper/recommended training for users. User support is not to be a substitute for training.
- Customer will pay all charges for equipment and/or services rendered unless otherwise covered by one of the Solutions Service Plans

2.2.3. Incidents, Problems and Service Requests

Ticket Creation

- The "Solutions" IT Specialists will be expected to create tickets that come in over the phone. Customers with access to the Help Desk portal application via user name and password will also be expected to create tickets. Once the ticket is created it will be auto assigned based on pre-defined criteria or you can assign it to the appropriate group.
- Upon creation of a ticket, the customer will automatically receive an email confirmation with the ticket or reference number. This confirmation denotes that the Incident or Service Request has been logged at the "Solutions" Help Desk, and that it has been dispatched to a team/IT Specialist. The customer is responsible for ensuring that their email address is provided to the "Solutions" Help Desk for update and resolution notification purposes.

Ticket Prioritization and Service Plans

The "Solutions" Dispatch Desk assigns a priority to every incident or service request that is initiated. A prioritization model is used to ensure a consistent approach to defining the sequence in which an item needs to be resolved and to drive the assignment of resources.

Solutions Service Plans

The Customer is required to have implemented the appropriate service plan to qualify for Critical, Urgent, High, and Medium Priorities. Customers without the appropriate Service Plan will only qualify for Low Priority.

- Application Support is covered by the *Licensed Code Support Agreement* and is included here for Priority Reference only.
- IBM i Server Management for qualified problems involving this environment. *Requires: IBM i Statement of Work*
- Managed Services - Network. *Requires: Managed Services Statement of Work*
- Customers without a service plan will be dealt with as time permits regardless of the problem.

Priorities

"Solutions" will respond to problems according to the following Priorities for the above listed Service Plans:

- **Critical/Emergency** – Response time is 1 business hour. Used when many people are affected by this incident.
- **Urgent** – Response time is 2 business hours. Used only for tickets coming from Customer with Platinum Managed Services with Guaranteed Response Times.
- **High** – Response time is 4 hours. Used when 1 or more customer users are experiencing a problem that needs fairly quick attention.
- **Medium** – Response time is 8 business hours. Used when 1 or more customers are experiencing a problem that has a work around or does not need to be solved in 4 or less hours.
- **Low** – Response Time is 16 business hours. Used when 1 or more customers are experiencing a problem that is not effecting their work, but they would like it fixed.
- **Scheduled** – Response Time is 72 business hours. Research and/or waiting for Customer to respond to a request or testing. (Usually involving installation)

Problem Severity	Response Time	Acknowledgement Time
Critical/Emergency	1 business hour	30 Minutes
Urgent	2 business hours	1 business hour
High	4 business hours	2 business hours
Medium	8 business hours	4 business hours
Low	16 business hours	8 business hours
Scheduled	72 business hours	NA

Acknowledgement time is defined as the time allotted for an IT Specialist to acknowledge receipt of the reported incident. This metric is measured monthly and the internal SLA is that 99.50% of the tickets will be acknowledged within the time defined.

Response time is defined as the base time allotted to begin the troubleshooting or implementation effort. If the customer requires a specific date or time for the effort to commence, it must be defined within the ticket information.

2.2.4. Ticket Resolution (Closing a Ticket)

Documenting a complete resolution, once it is found, within the ticket is required. This will help others who run into the same problem. This can also be used to do some cross training. The "Solutions" goal for Closing Tickets is 90% of Help Desk tickets will be closed within 10 Business Days. (Most normal, routine incidents/requests where processes exist are actually completed in less than a week, however some incidents may require a work around for a short term until fully resolved (which may take longer than 10 days). The general expectation is that 90% of problems or incidents will be resolved within 10 days or less, with some exceptions.

2.3. Customer Communication

As previously stated, "Solutions" will update customers as incidents are being worked and upon incident resolution. But sometimes through Utility failures, Hardware failures, Telephone failures, or Internet failures outside of Solutions control, Solutions will have a hard time contacting the Customer or receiving Customer calls. When this does happen Solutions will contact the Customer using the following methods if applicable:

- A message on the "Solutions" Help Desk phone so that you know there is an outage and it is being worked on.
- A General service order will be created followed by an email to the "Solutions"-Customer distribution lists. The email will advise Information Technology contacts of the disruption and will advise that people link to the Customer Portal for ongoing updates and information.
- Notification on the "Solutions" Homepage or Social Network Site Talk.Solutions
- If the outage affects all other forms of communication, "Solutions" will send a voice mail "blast" to the information Technology contacts at other customers and departments to notify customers of the disruption.

2.4 Customer Escalation

The "Solutions" Help Desk is the single point of contact for initiating all Incidents and Service Requests, including any requests for ticket escalation. Please contact the "Solutions" Help Desk at 712-262-4520 or submit a ticket on the Customer Portal.

2.5. Billable or Pre-Paid Hours service order Process

All service orders (i.e. additional services, etc.) whether originated by "Solutions" or the customer, must be documented for approval. The process starts with a request submitted via the "Solutions" Help Desk or Customer Portal.

"Solutions" initiated service orders will not be executed without first notifying the customer, and when appropriate, getting customer approval. In the case of an emergency, the customer will be contacted as quickly as feasible and informed of the work performed.

Customer agrees to provide personnel for testing and validation of their equipment functionality after installation, upgrades, and other significant system updates.

2.6 Dispute Resolution

As per the "SOLUTIONS" INFORMATION TECHNOLOGY SERVICES AGREEMENT, of which this is a part, dispute resolution will be dealt with as per section 16.8. Dispute Resolution & Binding Arbitration.

2.7. Solutions SERVICE PLANS included with this Statement of Work

X	Domain Name Hosting - Solutions will host 1 Domain Names for \$10 a month for an annual fee of	\$120.00
X	IBM i Server Management - Annual Fee of	\$2,400.00
	Technical Services, may be, Contracted as Break/Fix - Level II,III,IV rates - See SLA terms and conditions as to priority and response	
	Standard Travel Rates Apply. Statement of Work Is for Hourly Services only as needed. Round Trip Travel for the first technician is \$1,080 second, \$1,830 and third \$2,210, plus expenses.	

Total Statement of Work **\$2,520.00**

3. INVOICING

All invoicing will occur monthly after services have been provided, unless pre-paid and all fees shall be due Net 30. Any additional services not identified in a Statement of Work (SOW) that are requested by Customer at any time during the term of the SOW will be billed by "Solutions" at "Solutions" then current rates, and Customer agrees to pay for said services under the terms and conditions of the Statement of Work and the Services Agreement.

SIGNATURES

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the day and year first set forth above.

Accepted by Customer: Appanoose County

signature

Name

Title

Date 2019

Accepted by Solutions, Inc.

signature

Alaire Nielsen

Name

Chief Financial Officer

Title

Date 2019

Solutions SERVICE PLANS - IBM i

7/1/2019

IBM i Server Management

Specified Covered Processor

IBM i or Power running System I OS

Model / Serial Number

8286-41A 78-0AA4X

Location

Courthouse

System Administration, Troubleshooting & Support

Solutions will supply the following covered services to the Customer in the form of phone support or remote assistance, to assist the Customer in resolving problems with the specified IBM i-Series or IBM i installed software and attached hardware. Solutions will provide up to 2 hours per month of Phone Support or Online Remote Assistance support, cumulatively. Additional time spent providing support over the stated maxims shall incur charges as per "Solutions' usual and customary rates (Level III).

Trouble Shooting Personal Computer Interface to IBM i - electronically attached to the operating System - The Customer is required to have the Personal Computer correctly networked to the IBM i, and identifiable as a Workstation to the IBM i operating system.

Trouble Shooting Printer Interface to IBM i - electronically attached to the operating System - The Customer is required to have the Printer correctly networked to the IBM i, and identifiable as a Printer to the IBM i operating system.

Trouble Shooting Storage Interface to IBM i - Requires approved configuration and IBM recommended connection purchased by the Customer.

Message identifiers in any message queue

System Administration support for Solutions Application installs & upgrade

Job restarts & Application procedures

Create & maintain file systems, directories, & log files

Support for data backups and assistance in creating backup schedules

Phone Support and Online Remote Assistance shall be defined as a "Best Effort" by Solutions to Resolve Problems over the phone, modem or other electronic means that the Customer may have with the Customer's Specified Covered Processor(s) Specified installed Software if installed on the covered Processor(s) and Specified hardware if attached Electronically to the Covered Processors(s). Should the problem require on-site labor to resolve the problem, the Customer shall incur charges as per Solutions usual and customary rates. In addition to Resolving Customer Problems, Solutions will make a "Best Effort" to answer miscellaneous questions, provide advice and consulting via phone support to the Customer in regards to IBM i Products purchased by the Customer from Solutions.

When Solutions is unable to resolve the Customer's problems in regards to the Customer's Hardware, IBM i Software, or IBM Middleware Software, Solutions will assist the Customer in obtaining additional support, either through "Solutions' On-line Support Agreement or direct from IBM or from other third party support providers. By acting as the Customer's representative, this will shorten the amount of time needed to resolve level two type problems. These services may be billable to the Customer from IBM or third party support providers.

IBM i Software Patch Management

Assist Customer's Assigned IBM i Administrator to Apply operating system patches (PTFs) - Phone or Online Remote Assistance 2 hour maximum still applies

Adhere to Customer-approved change management windows

IBM i Software Upgrades and Updates

Remote Install of Version and Release Upgrades and Updates - Phone or Online Remote Assistance - Phone or Online Remote Assistance 2 hour maximum still applies

Adhere to Customer-approved change management windows

Managing Users

Assist Customer's Assigned System I Administrator in Managing Users on the specified system(s) Including: User Profiles, Security Levels, Job Profiles and Output Ques. - Phone or Online Remote Assistance 2 hour maximum still applies

Total Annual System I Support Costs

\$2,400.00

**Data Acquisition Agreement
Concerning
Geographic Information System Data**

This Data Acquisition Agreement is entered into this 6 day of June, 2009 by and between Appanoose County AND

Doug Hollc (Schummer) (Hereinafter referred to as Customer)
(Print or Type Customer Name)

1044 N. 115th Suite 300, Omaha, NE 68154
(Print or Type Customer Address)

Doug Hollc 402-493-4800
(Print or Type Customer Contact Person) (Print or Type Customer Telephone Number)

Describe the intended use for the acquired data: _____

Approximate ROW & lot lines for an Iowa DOT
restoration project

The **PURPOSE OF THIS DATA ACQUISITION AGREEMENT** is to specify the terms and conditions under which Customer may acquire Geographic Information Systems (GIS) data from Appanoose County.

NOTE: Appanoose County GIS cadastral map data does not replace or modify land surveys, deeds, and/or other legal instruments defining, land ownership and use.

Appanoose County, has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS) depicting land and cadastral data based on NAD_1983 State Plane, Iowa South FIPS 1402 Feet.

Appanoose County agrees to provide the GIS data listed on page 3 of this agreement, for the intended use described above. The fees charged the Customer for this GIS data are based on the cost of the data, as well as the direct cost of the of materials and services to provide the data.

Customer hereby acknowledges the limitations of the Appanoose County GIS data and information contained therein and restrictions on the use of the GIS data.

Limitations of the data and information provided

1. Appanoose County is not responsible for any hardware or software needed to access and use the product and information therein.
2. The Appanoose County GIS data distributed by Appanoose County contains information from publicly available sources. Appanoose County has developed the data for internal use. All data is provided as is, with all faults, and without warranty of any kind, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Grantee understands and acknowledges that the data and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Appanoose County makes no warranties or a guarantee, expressed or implied, as to the accuracy, completeness, or correctness of such data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. Appanoose County shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to CDs, DVDs, and FTP(where available).
5. Appanoose County shall not be subject to liability for any lost profits or consequential damages, or claims against the Customer by Third parties. The liability of Appanoose County for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS data.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Customer.
7. The Customer releases Appanoose County and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing of programs or data stored in or used with the Appanoose County GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising, from the use of or inability to use the Appanoose County GIS data.
8. The Customer shall indemnify and hold harmless Appanoose County and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising from or connected with the use of Appanoose County GIS data.

Restrictions on use of the data and information provided

1. The Customer understands that this is a one-time only delivery and that Appanoose County has no responsibility for updating, this product or information therein.
2. This Data Acquisition Agreement does not constitute a sale or transfer of any title or interest in the Appanoose County GIS data.
3. The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Appanoose County, or the vendors furnishing said items to Appanoose County
4. The Customer may copy the Appanoose County GIS data granted via this agreement only for backup purposes and not for use by any party other than the Customer.
5. Derived products such as graphic displays and printed tabular listings derived from Appanoose County GIS data may be used in publications and presentations, provided that

credit is given to Appanoose County as the custodian of the data and credit is also given to the original source of the data if other than Appanoose County.

6. The Appanoose County GIS data are acquired solely and exclusively for the internal use of the Customer and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Customer unless specified at the time of acquisition.
7. The Customer shall not license, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to a third party without the expressed written permission of Appanoose County. Any such attempted assignment or transfer shall be null and void, and shall be a breach of this Agreement.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Appanoose County may provide written notice of the occurrence to the Customer, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Customer shall, within 30 day after termination of this Agreement, return all GIS Products that were provided through this Agreement and are in the possession of the Customer to Appanoose County
9. This Data Acquisition Agreement constitutes the entire contract between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

Appanoose County makes no claims as to the reliability of the data or the validity of any future use of this data. Appanoose County maintains an ongoing program to record and correct errors in this data that are brought to its attention. Appanoose County maintains records regarding the methods used to collect and process this data and will provide this information upon request.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

Appanoose County provides the Products listed below to the Customer for internal use in accordance with this Data Acquisition Agreement.

The GIS Products being provided via this agreement are: GIS Parcel Shape files

The period of time for which the Customer is allowed the right to use the GIS Products is:

2019-2021

Other restrictions imposed on the use of such Products are: _____

Customer shall pay Appanoose County a one-time fee of \$ 50.00 for the cost of the time to produce the data, as well the direct cost of materials and services has itemized on the Appanoose County GIS Data Cost Analysis sheet.

The undersigned acknowledges the terms and conditions of this Data Acquisition Agreement specified above and warrants to Appanoose County that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Customer and be bound to perform its obligations under this Agreement;

Authorizing Signature: Doug Hill Date 6-6-19
Print Name: Doug Hill
Title: Project Manager
Company or Affiliation: Schenmer

Appanoose County acknowledges this Data Acquisition Agreement as specified above:

_____ Date _____
(Chair, Appanoose County Board of Supervisors)

To submit this form please print, complete, and mail to:

Appanoose County GIS
Jason Murphy
201 N. 12th
Centerville, IA 52544
641-437-1209
jmurphy@appanoosecounty.net

INVOICE

Appanoose County GIS

Appanoose County, Iowa

DATE: 6/6/2019

INVOICE #: 2019-GIS-0020

BILL TO

Doug Holle
Schemmer
1044 N. 115th St.
Omaha, NE 68154
402-488-2500

SHIP TO

Doug Holle
Schemmer
1044 N. 115th St.
Omaha, NE 68154
402-488-2500

JOB

GIS Data Request

PAYMENT TERMS

Due Upon Receipt

DESCRIPTION

AMOUNT

Appanoose County area shape file export including
parcel data

\$50.00

TOTAL

\$50.00

Please make all checks payable to Appanoose County GIS. Thank you!

Address: 201 N. 12th St. Centerville, IA 52544

Office: 641-437-1002

7237.006

SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS
1044 NORTH 115TH STREET • SUITE 300
OMAHA, NEBRASKA 68154-4436
TELEPHONE (402) 493-4800

United Republic Bank
27-11101040
CHECK DATE

180578

June 7, 2019

PAY

Fifty and 00/100 Dollars

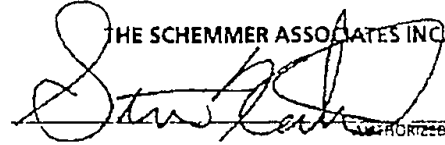
AMOUNT

\$50.00

TO

Appanoose County GIS
201 N. 12th St
Centerville, IA 52544

THE SCHEMMER ASSOCIATES INC



MP

AUTHORIZED SIGNATURE

⑈ 180578 ⑈ ⑆ 1040141091 ⑆ 102005640 ⑈

SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

180578

Check Date: 6/7/2019

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
2019-GIS-0020	6/6/2019	000000036427	\$50.00			\$50.00
Appanoose County GIS		TOTAL	\$50.00			\$50.00
United Republic Bank Checking CM	1	APPANOOSE COUNTY				

OFFICE OF THE

Appanoose County Auditor

Kelly Howard

COURTHOUSE

201 N. 12th St., Rm 11

CENTERVILLE, IOWA 52544

Phone (641) 856-6191

Fax (641) 856-8023

khoward@appanoosecounty.net

June 17, 2019

Appanoose County Board of Supervisors

RE: Outstanding Checks

In accordance with Iowa Code, the following checks are over 1 year old and need to be voided.

<u>Disbursement #</u>	<u>Name</u>	<u>Amount</u>	<u>Fund</u>
17054	Merry Dudley	\$62.00	01000
17347	Hy-Vee Food Store #1058	\$2,314.00	01000

Kelly Howard
Appanoose County Auditor

Date - 6/12/19
Time - 8:38:41

APPANOOSE COUNTY - Accounting
Disbursements Outstanding
As of 6/17/2019

Program - AA20221
Page - 1

Fiscal Yr 2017/2018

Fund ___

Sorted by Disbursement

Disb#	Fund	Issued	Fiscal Year	Vendor#	Name	Amount	Status	Date	Audit#
17054	01000	09/18/2017	2017/2018	V 1598	MERRY DUDLEY	62.00			15988
17347	01000	10/02/2017	2017/2018	V 1190	HY-VEE FOOD STORE #1058	2,314.00			16202
Total Outstanding						2,376.00			

End of report



THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")

Agreement Between Nyhart, and:

Client Name: Appanoose County
Primary Contact Name: Kelly Howard
Primary Contact Address: 201 N 12th Street
Centerville, IA 52544
Primary Contact Phone: (641) 856-6191
Primary Contact Fax: (641) 856-8023
Primary Contact Email: khoward@appanoosecounty.net

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information, except to the extent required by generally accepted professional standards and practices. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal year ending June 30, 2019, Nyhart will provide the following actuarial services:

- Interim GASB 75 report

Fees for services provided by Nyhart

Table with 2 columns: Service, Fee. Row 1: Interim GASB 75 actuarial update, \$2,000

If a GASB results breakdown by employee groups is required additional fees will apply. The additional cost will be a 10% of project fee increase for a two group breakdowns plus an additional 1% for each extra group breakdown requested. The additional fee will be limited to 1/3 of the current year's fees.

Client will be invoiced prior to the beginning of the project for 50% of the above fee(s). The remainder of the fee shall be invoiced upon completion of services.

Please select the method of delivery of your invoice:

- I would like my invoice sent electronically to the primary contact's email address.
I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name

Invoice recipient email address _____

Invoice recipient address _____

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to GASB 75 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Iowa 509A actuarial certification
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes
- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered "customary" services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.



Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

Appanoose County

By: _____

Printed Name: _____

Date: _____

Nyhart

By: _____

Printed Name: _____

Date: _____

Kelly Howard

From: Doc <docsok@mchsi.com>
Sent: Monday, June 03, 2019 8:05 PM
To: Kelly Howard
Subject: As per our conversation today, I am requesting we add three people as Appanoose County Medical Examiner Investigators.

Brenda Howington Paramedic
Angeanet (Angel) Litke RN
Kaysie McSweeney LPN

All three work at mercy One Centerville.

Thank you,
N Sokol DO FACOS, FICS
Appanoose County ME

Sent from my iPhone

RESOLUTION FOR INTERFUND OPERATING TRANSFER

Whereas, it is desired to transfer monies from the Rural Services Fund to the Secondary Road Fund, and

Whereas, said operating transfer is in accordance with section 331.432, Code of Iowa,

Now, therefore, be it resolved by the Board of Supervisors of Appanoose County, Iowa as follows:

Section 1. The sum of \$ 155,652.50 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 06-17-2019.

Section 2. The Auditor is directed to correct her books accordingly and to notify the Treasurer of this operating transfer.

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa, on 06-17-2019 the vote being as follows:

Ayes: _____

Nays: _____

Attest:

County Auditor