

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
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CENTERVILLE, IOWA 52544

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Meeting Agenda
November 2, 2020

The Appanoose County Board of Supervisors will meet Monday, November 2, 2020 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 October 19, 2020 meeting
4. Approve reports: 10/30 payroll, Weed Commissioner's Report, DHS Quarterly Report
5. Approve bills
6. Approve BK's Boathouse Liquor License
7. Approve 2021 County Weed Commissioner Certification Form
8. FYI-MMP Parks Finishing C10
9. Approve Law Library sale and set date
10. Approve Enhanced Security Services Memorandum of Understanding (OCIO)
11. Approve Ahlers & Cooney Bond Counsel Engagement Agreement
12. Approve Resolution Ratifying, Confirming and Approving Publication of Notice of Public Hearing
13. 9:15 A.M. Public Hearing for Law Center Financing
14. Approve Resolution instituting proceedings to take additional action following public hearing
15. County Engineer Report
 - a. Approve P.C.C Overlay Plans, Project No. FM-C004(111)-55-04
 - b. Set Public Hearing to reclassify a portion of 140th from Level B to Level C
 - c. Set Public Hearing to vacate alley in Sidle's 2nd Subdivision Sec3 T68N R19W
16. CDC Coordinator Report
17. Public Comments
18. Adjourn

Posted 10/29/2020

October 19, 2020

Appanoose County Board of Supervisors met in regular session October 19, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairwoman, Neal Smith and Mark McGill, Boardmembers. Absent: none.

Meeting started with the Pledge.

Item #6 on agenda is a motion not a resolution. McGill motioned to approve the revised agenda. Seconded by Smith. All voted aye.

Smith motioned to approve the minutes from the October 5, 2020 meeting. Seconded by McGill. All voted aye.

McGill motioned to approve 10/16 payroll, Auditor, Recorder and Veteran Affairs Quarterly Reports, and September Prisoner Room and Board. Seconded by McGill. All voted aye.

Smith motioned to approve the bills. Seconded by McGill. All voted aye.

ADLM EM	Contrib. & Purchase Serv	3109.25
Agriland FS	Engineering Services	10635.61
Albia PreK & Daycare	Community Support Program	2044.00
Alliant	Engineering Services	2483.24
Amer Home Fdg	Juvenile Detention & Shel	139.95
App Co ISU Ext	Community Support Program	631.00
Sec Rds	Fuels	294.92
Serv Agency	Salary-Regular Employees	4353.03
App Co Treas	Off. Supplies & Forms	600.91
App Comm Care	Homemaker-Home Health Aid	4951.97
Aramark	Engineering Services	188.56
Atomic Pest Control	Building Repair & Maintce	125.00
Bailey Off	Off. Supplies & Forms	224.58
Banleaco	Off. Supplies & Forms	172.27
Bratz Auto	Engineering Services	169.00
Bratz Oil	Mileage & Transp. Expense	1499.88
Cantera Aggregates	Engineering Services	47219.99
Capital Sanitary Supply	Off. Supplies & Forms	12048.62
Card Services	Park Maint. & Supplies	383.32
CarQuest	Engineering Services	899.04
Casey's Business MC	Transportation	16.51
Cville Iron	Bridge & Culvert Maint.	146.58
Cville Wtrwks	Water & Sewer	68.77
C'ville Produce & Feed	Park Maint. & Supplies	303.66
Chariton Valley Elec	Engineering Services	382.31
City Cville	Salary-Regular Employees	5145.63
City of Plano	Maintenance Contract	159.87
City of Unionville	Maintenance Contract	137.55
Clark's Auto Rpr	Engineering Services	2049.28
CocoBeen Reptiles & Feeders	Park Maint. & Supplies	87.50
Construction & Aggregate Prod	Engineering Services	618.10
Cost Advisory Serv	Acct.-Audit.-Cler.Serv.	4125.00
Davis Co Sch	Community Support Program	800.00
Davis Co Daycare	Community Support Program	1656.00
Davis Co ISU Ext	Community Support Program	1104.28
Davis Co Sheriff	Medical & Health Services	8989.56
Discount Doors & More	Building Repair & Maintce	943.00
Election Source	Election Supplies	1971.99
Fareway	Food & Provisions	79.43
D Ferguson	Rent Payments	650.00

Finish Line	Fuels	106.79
Fogle TV	Off. Supplies & Forms	640.54
Forbes Office Solutions	Contract Services	77.44
Geotech Materials	Engineering Services	1140.28
GlaxoSmithKline	Prescriptions & Medicine	3296.98
Rodney Gooden	Rent Payments	150.00
PJ Greufe	Health Insurance	1500.00
Hills San	Engineering Services	546.00
Kelly Howard	Educational & Train.Serv.	27.00
Hy-Vee	Medical & Health Services	4149.99
IA Dept of Transp	Educational & Train.Serv.	960.00
IACCVSO	Contract Services	50.00
Inland Truck Parts	Engineering Services	531.10
Interstate Batt	Engineering Services	239.90
Iowa Comm Assurance Pool	Community Support Program	1233.45
IA Law Enforcement Academy	Educational & Train.Serv.	300.00
IA ME	Medical & Health Services	2027.00
IA Workforce	Off. Supplies & Forms	167.87
J&L Flooring	Building Repair & Maintce	3149.62
John Deere	Engineering Services	1111.77
Kids World	Community Support Program	1827.00
Kimball	Engineering Services	330.56
Kinetic Edge	Educational & Train.Serv.	100.00
Evan Knorr	Mileage & Transp. Expense	77.40
Kone	Heat-Cool-Elevator-Rpr-Mn	354.96
L&W Quarries	Engineering Services	946.48
J Lasley	Mileage & Transp. Expense	51.75
Lee Co Hlth	Community Support Program	68.84
LexisNexis	Dues & Memberships	100.00
Lockridge	Engineering Services	1369.07
The Machinery Barn	Park Maint. & Supplies	60.00
Mainstay Sys	Law Enf. Equip & Weapons	273.00
Marion Co Pub Hlth	Community Support Program	580.71
P Messersmith	Building Repair & Maintce	34.72
Metal Culverts	Bridge & Culvert Maint.	29206.54
Midwest Wheel	Engineering Services	206.04
MMIT	Off. Equip Repair & Maint	82.55
Monroe Pub Hlth	Community Support Program	4906.04
Monroe Sheriff	Food Preparation Service	2950.00
Moravia Union	Typing-Print.-Bind.Serv.	330.80
MTM Electric	Building Repair & Maintce	400.00
NAPA	Engineering Services	515.68
Natel	Telephone & Telegr.Serv.	402.83
Nyhart Co	Acct.-Audit.-Cler.Serv.	1800.00
O'Halloran Int'l	Engineering Services	125.87
O'Reilly	Engineering Services	928.51
Official Pest Control	Extermination Services	120.00
Orchard Pl	Community Support Program	1485.49
Ottumwa Courier	Official Pub.& Legal Not.	68.00
Owl Pharm	Prescriptions & Medicine	85.00
Petty C-Sheriff	Postage & Mailing	4.25
Pitney Bowes	Postage & Mailing	143.55
Pomp's Tire Service	Engineering Services	250.00
Prof Computer	Off. Equip Repair & Maint	19.95
Quick Shop	Transportation	120.00
Quill	Off. Supplies & Forms	190.34
RACOM	Radio and related equipme	1390.60

RANDALL RASKIE	Engineering Services	179.95
RASWC	Engineering Services	25.80
RRWA	Water & Sewer	54.35
River Hills	Medical & Health Services	333.00
RK Auto	Vehicle Repair & Maintce	339.80
SCICAP	Community Support Program	23098.28
R Sebolt	Engineering Services	400.75
Seymour Tire	Engineering Services	140.90
SIEDA	Community Support Program	9279.51
Simmons Bldg Materials	Building Repair & Maintce	209.16
B Skinner	Educational & Train.Serv.	14.50
Solutions	Contract Services	28.75
So IA Heat, Cool, & Plumb	Building Repair & Maintce	496.26
Southern IA Oil	Building Repair & Maintce	421.05
Storey Kenworthy	Election Supplies	4770.99
Thomas Funeral Home	Mileage & Transp. Expense	350.00
R Tissue	Mileage & Transp. Expense	18.54
US Bank	Engineering Supplies	3283.07
US Cellular	Contract Services	647.89
USPS	Postage & Mailing	275.00
VANDER HAAGS INC	Engineering Services	353.47
Washington Twp Clerk	Care of Soldiers Graves	440.00
Wayne Co Sheriff	Food Preparation Service	1350.00
Wex Bank	Mileage & Transp. Expense	108.41
White Posts	E911 Addressing(signs)	840.00
Windstream	Off. Supplies & Forms	2231.85
M Zaputil	Building Repair & Maintce	1200.00
Ziegler	Engineering Services	7031.53
5th Dist Aud Assn	Educational & Train.Serv.	15.00
Grand Total		252859.23

Smith motioned to set the public hearing for law center financing not to exceed \$7,500,000 for 11/2/2020 at 9:15 A.M. Seconded by McGill. All voted aye.

PUBLIC NOTICE is hereby given that the Board of Supervisors of Appanoose County, State of Iowa, will hold a public hearing on the 2nd day of November, 2020, at 9:15 A.M., in the Board of Supervisors Room, Courthouse, 201 North 12th Street, Centerville, Iowa, at which meeting the Board proposes to take additional action for the issuance of not to exceed \$7,500,000 General Obligation Local Option Sales and Services Tax Bonds of said County, bearing interest at the rate of not to exceed nine per centum (9%) per annum. Said Bonds are proposed to be issued for the purpose of paying the cost of a law enforcement center, as determined by the Appanoose County Board of Supervisors. Said Bonds shall be payable from the eligible portion of the local option sales and services tax receipts collected by the County (equal to 100% thereof) and, to the extent provided in Iowa Code Section 423B.9(4), the debt service fund of the County.

At any time before the date fixed for taking action for the issuance of the Bonds, a petition, signed by eligible electors residing within the County in a number equal to at least three percent (3%) of the registered voters of the County, may be filed with the County Auditor, asking that the question of issuing the Bonds be submitted to the registered voters of the County at a special election called upon the question of issuing said Bonds.

At the above meeting oral or written objections from any resident or property owner of said County to the above action shall be received. After all objections have been received and considered, the Board will at said meeting or at any adjournment thereof, take additional action for the issuance of said Bonds or will abandon the proposal to issue said Bonds.

This Notice is given by order of the Board of Supervisors of Appanoose County, State of Iowa, as provided by Section 423B.9(4) of the Code of Iowa.

Dated this 19th day of October, 2020.

/s/Kelly Howard, County Auditor

McGill motioned to approve the revised employee handbook dated October 2020. Seconded by Smith. All voted aye.

Smith motioned to approve the hiring of Casara Willey as Deputy Sheriff effective November 1, 2020 with a beginning salary of 60% the Sheriff's salary. Seconded by Smith. All voted aye.

Smith motioned to accept the appointment of Michael D. Craver as the Recorder's designee to the Compensation Board. Seconded by McGill. All voted aye.

McGill motioned to accept Donald Steven's resignation as part time mower technician from Conservation Board effective September 25, 2020. Seconded by Smith. All voted aye.

Smith motioned to approve the preconstruction agreement (#2021-C-040) with the DOT. Seconded by McGill. All voted aye.

Demry stated the next Governing Board meeting is Wednesday at 2 P.M. in Ottumwa.

Public comments: Kris Hoffman stated there is a food distribution at St Mary's in Centerville Wednesday afternoon starting at 1 P.M. It included 2,000 cases of dairy, meat and produce.

Tammy Wheeler from Farmers Mutual Communications stated they received a grant from the OCIO to expand fiber into Udell and distributed invitations to a major broadband expansion announcement on Wednesday at 10 AM.

County Engineer, Brad Skinner, provided an update to the board. Patching on J3T should be done this week. The project on 110th just needs backfilled. The sealcoat project is done but a fog coat remains. Plans have been submitted for a paving project that will let in January. Plans have been submitted for the box culvert on 110th with a March letting. They have received bids for a rebuild on a grader. Browns came in at \$50,000, which is half of what CAT was. Smith asked the status of the railroad crossing. Skinner stated the railroad had stated they were two weeks out last week. Smith asked about drilling holes. Skinner stated they were doing pavement cores to complete plan files that will help with projects the next 10-15 years.

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

The Board adjourned to meet at the call of the Auditor at 9:16 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Iowa Department of Human Services
 REPORT OF LOCAL ADMINISTRATIVE EXPENSE

APPANOOSE COUNTY

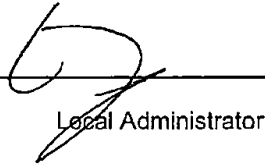
Payments from County General Fund

Quarter Ended 9/30/2020

Claim No.	Payee	Item	Warrant		Partic. Amount	Cost Center	St Office Use	FFP% Used
			Date	Num				
1	2	3	4	5	6	7	8	
%	Jessica Hinojosa	Janitor \$990.00	9/8/20	36626	\$247.50			
*	RICOH USA Inc.	Additional copies \$23.32	9/21/20	36986	\$22.72			
Indirect cost for quarter ending 9/30/20					\$19,049.75			
% DHS pays 25% of total bill								
* indicates a partial payment of a shared bill 0.0256%								
To: State Department of Human Services, Des Moines, Iowa					TOTAL	\$19,319.97		

I hereby certify that expenditure for local administrative expenses in the amounts shown above were made and entered on the records of the fund specified.

10/14/20



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

Signature Dianna Riley-Husted
County Weed Commissioner

10/19/2020
Date



Signature _____
Chairman, County Board of Supervisors

Date

Please return a copy to:

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

Herbicide usage table:

CHEMICAL/BRAND	RATE USED	QUANTITY USED	TO CONTROL?
(Example) Milestone	4 fluid ounces per acre	3.32 gallons	Thistle and teasel on roadside
Buccaneer Plus	5 gal / 100 gallons of water	15 gallons	guardrail grass
Grazon  P+D	3-4 pt/Acre	5 gallons	Clean around Bridges/thistle and teasel on roadside
Grazon  Next HL	19 to 24 oz/acre	25 gallons	Clean around bridges teasel and thistle on road side
Power House / Speedway	1 quart / 100 gallons	10 gallons	Surfactant used with grazon

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

0

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

12 months

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

Yes No If Yes, what? Director Environmental Public Health

Weed Comm. Duties 1 % IRVM Duties 0 %

Other County Duties 99 %

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

Improved Unchanged Worse

Comments? _____

Is brush control included in your weed commissioner duties?

Yes No

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

Spraying Cutting Stump treatment Basal bark

Other, explain _____

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

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

<i>Invasive Prohibited Plants</i>	Answer		
Garlic Mustard	3		
Japanese Hop	3		
Japanese Knotweed	3		
Oriental Bittersweet	3		
Purple Loosestrife	1		

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

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

Yes No

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

Yes No

Did your county employ contract spraying during 2020?

Yes No

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

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

Total contract cost \$ _____

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

\$ 317.49

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

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

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

Private (verbal) 0 Public (verbal) (DOT, DNR, CCB) 1



2020 WEED COMMISSIONER'S REPORT

For the County of: Appanoose

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

Weed Commissioner's Contact Information:

Name Dianna Daly-Husted	Year Appointed 2019
Address 12307 Highway 5, P.O. Box 399	Telephone 641-724-3511
City, Zip Code Moravia, 52571	Alternate Telephone 641-777-7512
Email Address ddaly-husted@adlmcounties.com	Pesticide Certificate # 25128

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

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

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

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



2021 COUNTY WEED COMMISSIONER CERTIFICATION FORM

For the County of: Appanoose

Weed Commissioner's Contact Information:

Name Dianna Daly-Husted	Year Appointed 2019
Mailing Address 12307 Highway 5, P.O. Box 399	Telephone 641-724-3511
City, Zip Code Moravia, 52571	Alternate Telephone 641-777-7512
Email Address ddaly-husted@adlmcounties.com	Pesticide Certificate # 25128

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

PLEASE RETURN THIS FORM TO:

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

317.3 Weed commissioner -- standards for noxious weed control.

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

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



2020 MMP Short Form for Annual Update

Facility

Parks Finishing C10 LLC # 67988
16226 Arbor Blvd
Unionville, IA 52594

Date Due:
11/01/2020

Date Received:
10/16/2020

Date Approved:
10/21/2020

Owner

Parks Finishing C2 LLC

Contact

Brian Ritland- Pinnacle Group

Parks Finishing C2 LLC

Prior to making changes in manure management practices, update the on-site copy to show actual changes. Please select changes below and include all changes in your current, on-site MMP.

- I have made no changes to my MMP
I have added acres
Change Crop Rotation or Optimum Yields
Changed Application Method
Used manure analysis
I am electing to be a small animal feeding operation (SAFO) or facility capacity has changed
I have made other changes to my MMP Describe :

Empty rectangular box for describing other changes to the MMP.

- I sell all manure with a Chapter 200A license through the Iowa Department of Agriculture and Land Stewardship.
In addition to selling manure as indicated above, I also apply manure to fields using a manure management plan.

County Notifications

The following counties have been notified:

Appanoose

Davis

Animal Unit Capacity / Payment Summary

Table with 4 columns: Animal Type, Head, AUC, Amount (AUC * 0.15). Rows include Swine Wean to Finish and a Total row.

I, Brian Ritland, attest that the information indicated above is accurate and complete.

Comments

Empty rectangular box for providing comments.

MEMORANDUM OF UNDERSTANDING (“MOU”)

FOR

ENHANCED SECURITY SERVICES (“ESS”)

BETWEEN

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

AND

STATE AND LOCAL GOVERNMENTAL ENTITIES (“CUSTOMER”)

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

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

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

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

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

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

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

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

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

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

way to such purchase.

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

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

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

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

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

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

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

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

9. Confidentiality.

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

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

9.3. *Compelled Disclosures.* To the extent required by applicable law, rule, regulation, professional standards, subpoena, summons, or by lawful order or requirement of a court or governmental authority of competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information to a Third Party in accordance with such law, rule, regulation, professional standards, subpoena, summons, lawful order, or requirement, subject to the following conditions:

9.3.1. As soon as becoming aware of such law, rule, regulation, professional standard, subpoena, summons, order, or requirement, and no-less-than five (5) business days prior to disclosing Confidential Information pursuant thereto, the Receiving Party will notify the Disclosing Party in writing, specifying the nature of and circumstances surrounding the contemplated disclosure, and forward any applicable source material, such as process or subpoena, to the Disclosing Party for its review.

9.3.2. The Receiving Party will consult with the Disclosing Party on the advisability of taking steps to resist or narrow any required response or disclosure.

9.3.3. The Receiving Party will use best efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, oppose, or otherwise seek to limit such disclosure by the Receiving Party and the Receiving Party will cooperate with the Disclosing Party regarding such efforts.

9.3.4. Solely the extent the Receiving Party is required to disclose Confidential Information to a Third Party, the Receiving Party will furnish only such portion or aspect of Confidential Information as it is required to disclose and will exercise reasonable efforts to obtain an order or other reliable assurances that any Confidential Information disclosed will be held in confidence by any Third Party

to which it is disclosed.

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

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

10. Compensation.

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

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

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

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

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

12. Indemnification.

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

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

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

13. Termination.

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

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

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

14. Administration.

- 14.1. *Relationship between the Parties.* The Office, its employees, agents and any subcontractors performing under this MOU are not employees or agents of Customer simply by virtue of work performed pursuant to this MOU. Neither the Office nor its employees shall be considered employees of Customer for federal or state tax purposes simply by virtue of work performed pursuant to this MOU. Likewise, this MOU shall not constitute or otherwise imply a delegation of either Party's legal duties or responsibilities to the other, or constitute, create, or imply a joint venture, partnership, or formal business organization of any kind. Neither Party shall be considered an agent, designee, or representative of the other for any purpose. No Party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another Party to this MOU.
- 14.2. *Compliance with Law.* Both Parties and their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances, and permitting requirements in the performance of their respective duties, responsibilities, and roles under this MOU.
- 14.3. *Choice of Law and Forum.* This MOU shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this MOU, any such proceeding shall be commenced in, and the exclusive jurisdiction for the proceeding shall be, Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, wherever jurisdiction is appropriate. This provision shall not be construed

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

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

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

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

shall in no way affect or impair the right of any Party to pursue any other equitable or legal remedy to which any Party may be entitled.

- 14.17. *Exclusivity.* This MOU is not exclusive. Customer may obtain similar or identical Services, or cooperate or collaborate on other similar projects, from or with Third Parties.
- 14.18. *Multiple Counterparts and Electronic Signatures.* This MOU, including any amendments hereto, may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each such document(s) shall constitute an original. Signatures on such documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures, with such scanned and electronic signatures having the same legal effect as original signatures. Such documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (“E-Sign Act”), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, codified at Iowa Code chapter 554D (“UETA”), or any other applicable state law, rule, policy, standard, directive, or order. Any document accepted, executed, or agreed to in conformity with such laws, rules, policies, standards, directives, or orders will be binding on the signing Party as if it were physically executed. Neither Party will contest the validity or enforceability of any such document(s), including under any applicable statute of frauds, because they were accepted, signed, or transmitted in electronic form. Each Party acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned or facsimile copy of any such document(s) on the basis that it lacks an original handwritten signature, or on the basis that the Parties were not signatories to the same counterpart.
- 14.19. *Use of Trade Names.* Except as otherwise expressly permitted by this MOU, neither Party shall acquire any right to use, and shall not use, without the other Party’s prior written consent, the other Party’s trade names, trademarks, service marks, artwork, designs, copyrighted materials, or any other intellectual property.
- 14.20. *Use of Third Parties.* The Office may use Authorized Contractors to provide the Services or Office-Supplied Tools contemplated hereunder. Any rights, authorizations, or consents conferred or granted to the Office hereunder shall be deemed to be conferred or granted to and may be exercised by any Authorized Contractors used by the Office to provide the Services or Office-Supplied Tools contemplated hereunder.
- 14.21. *Force Majeure.* Neither Party shall be in default under this MOU if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a “force majeure.” The term “force majeure” as used in this MOU includes an event that no reasonable foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts

of God, war, civil disturbance and other similar catastrophic events or causes. "Force majeure" for the Office includes: claims or court orders that restrict the Office's ability to perform or deliver the Services; strikes; labor unrest; supply chain disruptions; internet failures; power failures; hacker attacks; denial of service attacks; virus or other malicious software attacks or infections.

14.22. *Ancillary Agreements.* Generally, the Customer Data the Office, its Authorized Contractors, and other authorized Third Parties may be able to access or view in connection with this MOU will be limited to System Data as opposed to User Data. If access to or use of User Data is necessary to effectively provide the Services contemplated by this Agreement, the Office will provide Customer with notice prior to accessing or using any User Data in connection with the Services provided hereunder. The Office acknowledges that access to and use of User Data may require the execution of additional agreements to address unique compliance, legal, confidentiality, or privacy concerns, such as, where applicable, a Business Associate Agreement as may be required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended. Upon mutual written agreement by the Parties, such "**Ancillary Agreements**" may be attached hereto as related special terms and conditions and incorporated by reference as if fully set forth herein. The Office may decline to execute such Ancillary Agreements and Customer acknowledges that, as a result, the Office may be unable to provide the contemplated Services, in whole or in part.

14.23. *Review Meetings.* The Office and Customer may meet on an annual basis to discuss the Services provided under this MOU, which may include discussion of any problems Customer has experienced in connection with the Services or areas for improvement or suggestions regarding new or additional service offerings. Customer authorizes the Iowa Counties Information Technology ("ICIT") organization, an affiliate of the Iowa State Association of Counties ("ISAC"), to represent its interests and perspective at these annual review meetings, and shall communicate any concerns or suggestions to ICIT, which will consolidate such concerns or suggestions and communicate them to the Office as part of these annual review meetings.

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

15.1. Customer consents to and authorizes the Office to access and monitor Customer Systems and Customer Data to the extent necessary to perform the ESS contemplated hereunder. Such access and monitoring may be subject to mutually agreed upon protocols outlining appropriate information, network, and device connections, as may be further defined and described in **Exhibit A**. Such access and monitoring may include the following:

15.1.1. Administrator level and/or system-level access to any network, computing, or communications device;

15.1.2. Access for interactively monitoring and logging traffic on Customer Systems,

including Customer's networks; and

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

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into MOU and have caused their duly authorized representatives to execute this MOU, which MOU takes effect on the date of last signature below.

Signature: _____

Signature: _____

Name (Printed): _____

Name (Printed): _____

Title: Chief Information Officer, State of Iowa

Title: _____

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

Organization signed on behalf of ("Customer"):

Date: _____

Date: _____

Exhibit A

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

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

1. Compensation.

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

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

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

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

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

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

For the Office:

Dan Powers

Manager, Information Security Division/Networking

200 E Grand

Des Moines, Iowa 50319

Phone: (515) 240-8226

Email: dan.powers@iowa.gov

For Customer:

Phone:

Email:

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into Exhibit A and have caused their duly authorized representatives to execute this Exhibit A, which Exhibit A takes effect on the date of last signature below.

Signature: _____

Signature: _____

Name (Printed): _____

Name (Printed): _____

Title: Chief Information Officer, State of Iowa

Title: _____

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

Organization signed on behalf of ("Customer"):

Date: _____

Date: _____



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Fax: 515-243-2149
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Jason L. Comisky
515.246.0337
jcomisky@ahlerslaw.com

October 27, 2020

Via E-mail Only

Kelly Howard
Appanoose County Auditor &
Commissioner of Elections
Appanoose County
201 North 12th Street #11
Centerville, IA 52544

RE: Appanoose County, Iowa – Bond Counsel Engagement Agreement
Not to Exceed \$7,500,000 General Obligation Local Option Sales and Service Tax Bonds

Dear Kelly:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to Appanoose County, Iowa (the "County" or "Issuer") in connection with the above-referenced issuance (the "Bonds"). We understand the Bonds will be sold via public sale. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein (the "Services").

A. SCOPE OF SERVICES -- *Bond Counsel*

As Bond Counsel, we will represent the County and cooperate with the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the County (all of whom are referred to as the ("Bond Purchasers"), counsel for the Bond Purchasers, the Municipal Advisor, trustee, paying agent and bond registrar and their designated counsel, if any, (you and all of the foregoing persons or firms collectively, the "Participants"). We intend to undertake each of the following as are necessary:

1. Review relevant Iowa law, including pending legislation and other recent developments, relating to the legal status and powers of the County or otherwise relating to the issuance of the Bonds.
2. Obtain information about the Bond transaction and the nature of use of the facilities or purposes to be financed (the "Project").
3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.
4. Consider issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.
5. Prepare or review major Bond documents, including tax compliance certificates, review the loan agreement, if applicable, and, at your request, draft descriptions of the documents which

we have drafted. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and the "bank-qualified" status of the Bonds.

6. Prepare or review all pertinent proceedings to be considered by the governing body of the County; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.
7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.
8. Render our legal opinion regarding the validity of the Bonds, the sources of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the "Bond Opinion") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. Please Bond that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.
9. Subsequent to the Closing, we will prepare and provide the Participants a bond transcript pertaining to the Bonds and make certain the appropriate Federal Information Reporting Form 8038 is filed for each series.

B. LIMITATIONS

The duties covered by this Agreement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion:

- a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- b) Drafting state constitutional or legislative amendments.
- c) Pursuing test cases or other litigation, such as contested validation proceedings.
- d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
- f) Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.
- g) After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.
- h) Undertake responsibility as disclosure counsel engaged as recognized counsel specially experienced in Iowa law and federal law relating to disclosure requirements that pertain to governmental debt obligations, whose primary responsibility will be to render objective written advice with respect to the Issuer's issuance of Bonds and its compliance with applicable rules promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

We will provide one or more of the services listed in (a)–(h) upon your request, however, a separate, written engagement or request for services in accordance with Part H - "OTHER ADVICE" herein will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (i)–(n) below, are not included in this Agreement, nor will they be provided by us at any time.

- i) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
- j) Independently establishing the veracity of certifications and representations of the County or the other Participants.
- k) Acting as an underwriter, or otherwise marketing the Bonds.
- l) Acting in a financial advisory role.
- m) Preparing blue sky or investment surveys with respect to the Bonds.
- n) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

C. ATTORNEY-CLIENT RELATIONSHIP; OTHER REPRESENTATIONS

Upon execution of this Agreement and upon notification by the Issuer that our Bond Counsel services are requested with regard to a specific issue of Bonds, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and prepare and distribute to the Participants a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please Bond our understanding with respect to this Agreement and your role in connection with the issuance of the Bonds:

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. Except by request, we do not ordinarily attend meetings of the governing body of the County at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.
2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.
3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.
4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.
5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the County is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The County's lawyers, financial advisors and bankers can assist the County in fulfilling these duties, but the County in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to the Bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to the continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.
6. As noted, the members of the governing body of the County also have duties under the State and Federal Securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

E. FEES

It is our practice to bill our fees as Bond Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the issuance; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

We estimate that our fee for Bond Counsel services will not exceed \$16,100. If, at any time, we believe that circumstances require an adjustment of our original fee estimate(s), we will advise you of such requirement. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we initially estimated our fee(s); (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of obligations.

In addition to our flat fees, we will charge for any incidental costs (copies, overnight charges, bond printing, travel reimbursement, deliveries, etc.), at actual costs incurred. We estimate that such charges will not exceed \$750. We will contact you prior to incurring expenses that exceed this amount.

The delivery of written advice, or opinions beyond the Bond Opinion, to third parties at the request of the Issuer with respect to a series of Bonds shall be subject to a separate opinion charge in an amount established at the time of the request.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates¹, plus incidental costs, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion).

1. The firm reviews hourly rates on an annual basis, and reserves the right to implement rate adjustments. If implemented in any particular year, adjustments generally become effective on January 1. Accordingly, our work on this matter will be billed at the hourly rate in effect at the time services are performed. Our current (2020) hourly rates are as follows:

- a. Attorneys: \$200-\$355/hour (for reference purposes, the undersigned's hourly rate as of 1/1/20 is \$295/hour).
- b. Legal Assistants: \$125/hour.

F. RISK OF AUDIT BY THE INTERNAL REVENUE SERVICE (IRS)

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the County as the taxpayer for purposes of the examination. As noted in Part C above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the County in the matter.

G. RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

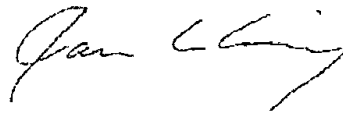
H. OTHER ADVICE

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, (iv) interpretation and/or required actions with regard to other "financial obligations" under a continuing disclosure certificate, or (v) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney at the time of performing such separate services.

Please carefully review the terms and conditions of this Agreement. *If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this Agreement, retaining an original for your file as well.*

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to contact me.

Very truly yours,



Jason L. Comisky
FOR THE FIRM

JLC:ks

cc: Linda Demry (via email)

Accepted:
Appanoose County, Iowa

By: _____ Date: _____

*Approved by action of the governing body on _____, 2020.

ITEMS TO INCLUDE ON AGENDA FOR NOVEMBER 2, 2020

APPANOOSE COUNTY, IOWA

Not to Exceed \$7,500,000 General Obligation Local Option Sales and Services Tax Bonds.

- Resolution Ratifying, Confirming and Approving Publication of Notice of Public Hearing.
- Public hearing on the issuance.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

November 2, 2020

The Board of Supervisors of Appanoose County, State of Iowa, met in _____ session, in the Appanoose County Courthouse, 201 N. 12th Street, Centerville, Iowa, at _____ .M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

Member _____ introduced the following Resolution entitled "RESOLUTION RATIFYING, CONFIRMING AND APPROVING PUBLICATION OF NOTICE OF PUBLIC HEARING FOR THE ISSUANCE OF NOT TO EXCEED \$7,500,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX BONDS", and moved that the same be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the following Resolution duly adopted:

RESOLUTION RATIFYING, CONFIRMING AND APPROVING PUBLICATION OF NOTICE OF PUBLIC HEARING FOR THE ISSUANCE OF NOT TO EXCEED \$7,500,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX BONDS

WHEREAS, Appanoose County, State of Iowa, is in need of funds to carry out the purpose of providing funds to pay the costs of designing, constructing, equipping, and furnishing a law enforcement center; and

WHEREAS, it is deemed necessary and advisable that Appanoose County, State of Iowa, should issue General Obligation Local Option Sales and Services Tax Bonds, to the amount of not to exceed \$7,500,000, as authorized by Section 423B.9(4), of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out county purpose project(s); and

WHEREAS, the notice of above meeting has been published as required by Section 423B.9(4) of the Code of Iowa, as amended, and the following action is now considered to be in the best interests of the County and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, STATE OF IOWA:

Section 1. That the action of the Auditor setting a public hearing before the Board of Supervisors to meet in the Board of Supervisors Room, Courthouse, 201 North 12th Street, Centerville, Iowa, at _____ .M., the 2nd day of November, 2020, for the purpose of taking action on the matter of the issuance of not to exceed \$7,500,000 General Obligation Local Option Sales and Services Tax Bonds, for county purpose project(s), the proceeds of which will

be used to provide funds to pay the costs of designing, constructing, equipping, and furnishing a law enforcement center, is hereby ratified, confirmed and approved.

Section 2. That the Auditor has caused publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County, said publication to be not less than ten (10) nor more than twenty (20) clear days before the date of the public meeting on the issuance of the Bonds.

Section 3. That the form of notice of public hearing is hereby ratified, confirmed and approved.

PASSED AND APPROVED this 2nd day of November, 2020.

Chairperson

ATTEST:

County Auditor

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$7,500,000 General Obligation Local Option Sales and Services Tax Bonds, in order to provide funds to pay costs of designing, constructing, equipping, and furnishing a law enforcement center, and that notice of the proposed action by the Board to institute proceedings for the authorization the issuance of the Bonds, had been published pursuant to the provisions of Section 423B.9(4) of the Code of Iowa, as amended.

The Chairperson then asked the Auditor whether any written objections had been filed by any County resident or property owner to the issuance of said Bonds and whether any such petition had been filed, requesting that the question of issuing said Bonds be submitted to the qualified electors of the County. The Auditor advised the Chairperson and the Board that no such petition had been filed and that _____ written objections had been filed. The Chairperson then called for oral objections to the issuance of said Bonds and _____ were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Chairperson declared the hearing on the issuance of the Bonds to be closed.

The Board then considered the proposed action and the extent of objections thereto.

Whereupon, Board Member _____ introduced and delivered to the Auditor the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$7,500,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX BONDS", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2020, at this place.

Board Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the measure duly adopted.

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$7,500,000 GENERAL OBLIGATION LOCAL
OPTION SALES AND SERVICES TAX BONDS**

WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$7,500,000 General Obligation Local Option Sales and Services Tax Bonds, for the purpose of paying costs of designing, constructing, equipping, and furnishing a law enforcement center, and has considered the extent of objections received from residents or property owners as to said proposed issuance of Bonds, and no petition having been filed; and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, STATE OF IOWA:

Section 1. That this Board does hereby institute proceedings and take additional action for the sale and issuance in the manner required by law of not to exceed \$7,500,000 General Obligation Local Option Sales and Services Tax Bonds, for the foregoing purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 2nd day of November, 2020.

Chairperson

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF APPANOOSE)

I, the undersigned County Auditor of Appanoose County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2020.

County Auditor, Appanoose County, State of Iowa

(SEAL)

RECEIVED SEP 12 2020

Petition To Change From Service Level "B" To Service Level "C"

We, the undersigned adjoining property owners do hereby request the Appanoose County Board of Supervisors to consider changing the following described county road presently classed as Service Level "B" to Service Level "C":

140th Ave. beginning at the intersection of 450th St. then heading North approximately 0.27 miles to the Northwest corner of the Southwest Quarter of the Southeast of Section 27 T70N R19W.

Donna Beaty
Donna Beaty

6/29/2020
Date

Allan Curtis
Allen Curtis

6/29/2020
Date

David Curtis
David Curtis

7/22/2020
Date

Brian Henson
Brian Henson

05/30/20
Date

Jalen Jones (Renter)
Jalen Jones (Renter)

05/30/20
Date

Tom Teno
Tom Teno (Renter)

8-28-20
Date

P.C.C. OVERLAY

LETTING DATE: 1/20/21

APPANOOSE COUNTY

PROJECT NO. FM-C004(111)--55-04

PROJECT TRAFFIC CONTROL

THIS ROAD WILL BE CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED AS PROVIDED IN ARTICLE 1107.08, OF THE CURRENT STANDARD SPECIFICATIONS TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, SIGNING, AND PAVEMENT MARKINGS INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 781 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 130.

TEMPORARY TRAFFIC CONTROL DEVICES FOR THE DETOUR ROUTE WILL BE PROVIDED, INSTALLED, AND MAINTAINED BY THE COUNTY.

THE CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN ALL SIGNS AND BARRICADES AT EACH SIDEROAD AS PER STANDARD TC-252, SITUATION 6.

IOWA
DEPARTMENT OF TRANSPORTATION
Highway Division
PLANS OF PROPOSED IMPROVEMENTS ON THE

**FARM-TO-MARKET SYSTEM
APPANOOSE COUNTY**

PROJECT NO. FM-C004(111)--55-04

P.C.C. OVERLAY

PROJECT LOCATION: T20, from SCL Cincinnati
southeast 3.1 Miles to Missouri State Line

Refer to the Proposal Form for the list of applicable specifications.

Total Sheets 19

INDEX OF SHEETS

NO.	DESCRIPTION
A1	TITLE SHEET
B1	TYPICAL SECTIONS
C1-C3	ESTIMATE OF QUANTITIES & BID NOTES
D1-D14	PLAN AND PROFILE SHEETS

MILEAGE SUMMARY

DM.	LOCATION	MILES
1	CO RTE T20 FROM CINCINNATI TO STATE LINE	3.134
TOTAL PROJECT LENGTH		3.134

STANDARD ROAD PLANS

The following Standard Road Plans shall be considered applicable to construction work on this project.

NUMBER	DATE	TITLE
FM-110	4-21-20	LINE TYPES
PR-102	4-21-20	FULL DEPTH POC PATCH
PR-140	4-21-15	SUBBASE PATCHES
PR-101	4-21-20	LIGHTS
PR-301	4-21-20	SUPERELEVATION DETAILS TWO LANE ROADWAY
TC-284	4-21-20	ROUTES CLOSED TO TRAFFIC
TC-282	10-15-19	UNEVEN LANES

IOWA ONE CALL
1-800-292-8989
www.iowacall.com

UTILITIES

ALLIANT ENERGY
Contact: -
Phone # 1-800-255-4268

BUCKEYE PARTNERS, LP
Contact: David Jones
Phone # 810-904-4409

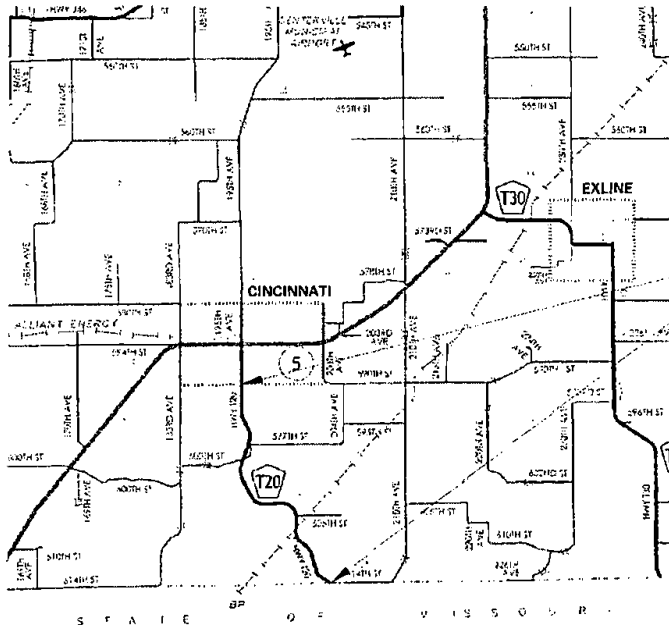
CITY OF CINCINNATI
Contact: Cory Oden
Phone # 641-895-0848

CHARITON VALLEY ELECTRIC COOP
Contact: -
Phone # 1-800-289-1901

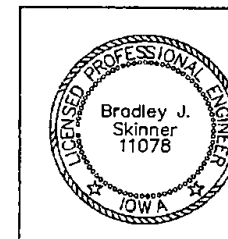
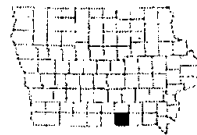
RATHBUN REGIONAL WATER
Contact: Scott Jackson
Phone # 641-647-1086

WINDSTREAM COMMUNICATIONS
Contact: -
Phone # 1-800-289-1901

BOARD OF SUPERVISORS



PROJECT LOCATION
Not to Scale



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

Signature: *Bradley J. Skinner* Date: 10/26/20

Bradley J. Skinner P.E. & P.L.S. (11078)

My license renewal date is 12-31-2020

Pages or sheets covered by this

set: 1-19

19 TOTAL SHEETS