

OFFICE OF THE
Appanoose County Auditor
KELLY HOWARD

COURTHOUSE
201 N. 12th St., Rm 11
CENTERVILLE, IOWA 52544
Phone (641) 856-6191
auditor@appanoosecounty.net

Special Meeting Agenda
June 29, 2026

The Appanoose County Board of Supervisors will meet on June 29, 2026, 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/Approve agenda
3. Approve Liquor Licenses: The Preserve on Rathbun Lake (pending dram)
4. Approve Tobacco License: Brownie's Bait Breakfast and Beer
5. Approve Resolution 2026-16: Designating Notices of Meetings
6. Approve Resolution 2026-20: 28E Agreement w/Warren County for collection of delinquent court obligations
7. Approve Resolution 2026-21: Establishing Speed Limits
8. Approve Agreement 2027-MOU-7784: State of Iowa Enhanced Security Services effective 7/1/26
9. Approve voiding Auditor Warrants over one year
10. Public Comments
11. Adjourn

Join Zoom meeting Online:

<https://zoom.us/j/6578806191?pwd=zxhtModzmQTn7WKA79RVJrQ7jDfA8R.1&omn=99701628053>

Or dial-in: (312) 626-6799, Meeting ID: 657 880 6191, Passcode: 1fQX33

Posted 6/25/26

Applicant

Name of Legal Entity : MAXIM GOLF LLC

Business Name (DBA) : THE PRESERVE ON RATHBUN LAKE

Business Type : Limited Liability Company

Insurance Company : AUTO OWNERS INSURANCE COMPANY

Premises Address

Street : 12633 RESORT DR

Suite/Apt :

City : MORAVIA

County : APPANOOSE

State : IOWA

ZIP : 52571-8043

Mailing Address

Street : 211 E 8TH ST

Suite/Apt :

City : LAWRENCE

County : DOUGLAS

State : KANSAS

ZIP : 66044-2717

Application Information

Application ID : 0-010-653-309

Application Type : Class "C" Retail Alcohol License (LC) Application

Current Stage : Dramshop Review

Premises Type : Golf Course

Term : 12 months

Effective Date : 24-Jun-2026

Expiration Date : 23-Jun-2027

Privileges : Outdoor Service

Contact Information

Name : CHRIS

Phone Number : (785) 330-7510

Email : chutchens@cekinurance.com

Application History

Application ID	Application Type	Stage	Date
0-010-653-309	Class "C" Retail Alcohol License (LC)	Dramshop Review	22-Jun-2026
0-010-653-309	Class "C" Retail Alcohol License (LC)	New	22-Jun-2026

Ownership

Name : MINNIS, BRYAN
% of Ownership : 50.0000
Position : CEO

Name : BODE, JOHN
% of Ownership : 50.0000
Position : Partner



< COUNTY OF APPANOOSE

Retail Tobacco License Review

COUNTY OF APPANOOSE

1006377805

>

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : BROWNIE'S LLC

Type of ownership : Limited Liability Company

Primary office address : 11377 HIGHWAY S70 MELROSE IA
52569-7734

Legal Ownership Phone : 641-895-1326

Legal Ownership Email : mabrown57@hotmail.com

Application Information

City/County Permit Number : 04-2026-003

Sales and Use Permit Number : 104007710

Location Name : BROWNIE'S BAIT BREAKFAST AND BEER

Location Phone Number : 641-724-9820

Location Address : 11367 S 70 MELROSE IA 52569

Location Mailing Address : 11377 COUNTY HWY S70 MELROSE IA 52569

Renewal : Yes

Start Date : 01-Jul-2026

End Date : 30-Jun-2027

License Fee : 50.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

Ownership Details

Owner	Position	Single Line Address
BROWN, CONNIE	Co-Owner	12917 137TH AVE PLANO IA 52581-8522
BROWN, KIM	Co-Owner	12917 137TH AVE PLANO IA 52581-8522

Suppliers List

A list of suppliers for cigarettes, tobacco, alternative nicotine, and vapor products must be included with all retail tobacco permit applications. Applicants may submit this information in text form or as a PDF upload. Local authorities may review this information during the application review process.

Core Mark

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision *

Approve

Deny

Cancel

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Next >

Your online session will timeout after 30 minutes of inactivity. All unsaved information will be lost.

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RESOLUTION NO. 2026-16
A RESOLUTION DESIGNATING THE PLACE AT WHICH NOTICE OF MEETINGS
OF THE APPANOOSE COUNTY BOARD OF SUPERVISORS SHALL BE POSTED

WHEREAS, the Iowa Legislature has amended Iowa's Open Meetings statute to require every governmental body to designate annually a prominent and conspicuous place for posting notice of its meetings;

WHEREAS, beginning on July 1, 2026, such notice must be visible at all times for at least twenty-four hours prior to the meeting for which notice is being given; and

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

Section 1. At least one full business day prior to the commencement of each meeting of the Appanoose County Board of Supervisors from July 1, 2026, through and including January 4, 2027, the Appanoose County Auditor shall post a meeting agenda, including the time, date, and place of the meeting, facing outward, on the glass exterior door on the east side of the Appanoose County Courthouse.

Section 2. At its January 4, 2027, organizational meeting, and at every annual organizational meeting thereafter, the Appanoose County Board of Supervisors shall designate the place at which notice of its meetings shall be posted for the following year.

Passed and approved on June 29, 2026.

Jeff Kulmatycki, Chairperson

Attest:

Kelly Howard, County Auditor

RESOLUTION NO. 2026-20

RESOLUTION APPROVING 28E AGREEMENT BETWEEN APPANOOSE COUNTY AND WARREN COUNTY FOR THE COLLECTION OF DELINQUENT COURT OBLIGATIONS

RECITALS:

- A. Iowa Code Chapter 28E authorizes public agencies to enter into intergovernmental agreements for the joint exercise of powers and services;
- B. Iowa Code Section 602.8107(4) authorizes counties to provide for the collection of delinquent court obligations;
- C. Iowa Code Section 602.8107(4)(e) allows Iowa counties to enter into chapter 28E agreements with other counties for the collection of delinquent court obligations;
- D. Appanoose County and Warren County have negotiated a 28E Agreement wherein the Warren County Attorney's Office will administer and handle the collection of Appanoose County's delinquent court obligations on behalf of Appanoose County, as more particularly set forth in the attached 28E Agreement; and
- E. The Appanoose County Board of Supervisors finds that entering into the said 28E Agreement is in the best interests of Appanoose County and will promote the efficient and effective collection of delinquent court obligations for Appanoose County.

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

1. The Appanoose County Board of Supervisors hereby approves the Iowa Code Chapter 28E Agreement between Appanoose County and Warren County for delinquent court obligations collection services.
2. The Appanoose County Board of Supervisors hereby authorizes and directs the Chairperson of the Board of Supervisors to sign and execute the 28E Agreement on behalf of Appanoose County before July 1, 2026.

PASSED AND APPROVED by the Appanoose County Board of Supervisors this ____ day of June, 2026.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Jeff Kulmatycki, Chairperson

Dustin Harvey, Supervisor

Scott Buban, Supervisor

ATTEST:

Kelly Howard, Appanoose County Auditor

28E AGREEMENT FOR APPANOOSE AND WARREN COUNTY
COLLECTION OF DELINQUENT COURT OBLIGATIONS

WHEREAS Appanoose County and Warren County have elected to participate in the collection of delinquent court obligations on the county level, including collections under the County Attorney payment plan for driver's license reinstatement, under Iowa Code § 321.210B; and

WHEREAS each county has filed with the Clerk of Court for their respective counties the required notice of full commitment to collect delinquent court debt for all cases assigned to that county for collection by the court, in accordance with Iowa Code § 602.8107(4); and

WHEREAS, according to the 2020 Census, the population of Appanoose County is approximately 12,317 and pursuant to Iowa Code § 602.8107(4)(c)(2)(e) and 602.8107(4)(e)(2), an annual delinquent debt collection threshold of \$25,000.00 will apply to Appanoose County under this 28E Agreement; and

WHEREAS Warren County will devote the appropriate administrative resources to comply with their obligations to collect delinquent court debt, pursuant to Iowa Code § 602.8107 and Chapter 28E; and

WHEREAS the Board of Supervisors for each County has passed a Resolution approving this Agreement and authorizing their respective Chairpersons to execute this Agreement.

IT IS THEREFORE AGREED by and between Appanoose County and Warren County as follows:

1. Warren County shall handle Appanoose County's delinquent court debt obligation collections, pursuant to Iowa Code § 602.8107 (4)(e) and Iowa Code Chapter 28E.

2. Warren County shall devote the necessary time of their County Attorney and the County Attorney's staff to collect delinquent court obligations, pursuant to Iowa Code §602.8107(4). This includes the use of Warren County Collection staff for preparation of documents and filings.
3. Warren County will provide training to Appanoose County in collecting monies owed in Appanoose County cases if Appanoose County hires staff to handle collections.
4. Appanoose County shall retain sixty-five percent (65%) of income received in conjunction with money collected in Appanoose County cases and Warren County shall receive thirty-five percent (35%) of the money collected in Appanoose County cases during the term of this agreement.
5. Warren County will track the number of letters sent on behalf of Appanoose County and include the amount spent on postage on the quarterly invoice.
6. Once this agreement is in effect, disbursements of said monies to Warren County from Appanoose County shall be made on a quarterly basis by the 15th of the month.
7. The County Attorneys and their respective staff members shall share information and resources that will facilitate the collection of delinquent financial obligations in the counties.
8. This Agreement shall become effective upon all parties hereto signing and shall be effective July 1, 2026, and remain in place until one of the counties elects to terminate the agreement.
9. If either County elects to terminate this Agreement, then said County shall provide the other County and that county's County Attorney with written notice of said election to terminate this Agreement. Written notices shall be sent by certified mail to the following respective addresses:

Appanoose County Board of Supervisors
201 N 12th St
Centerville IA 52544

Appanoose County Attorney's Office
c/o Ty Stewart
201 N 12th St
Centerville IA 52544

Warren County Board of Supervisors
301 N Buxton
Indianola IA 50125

Warren County Attorney
115 N Howard St., Ste. 200
Indianola IA 50125

10. If any terms or provision of this Agreement shall be held to be invalid or unenforceable for any reason, then the remaining terms and provisions shall continue to remain in full force and effect. If a court finds that any term or provision of this Agreement is invalid or unenforceable, but that such term or provision could be limited and thereby be considered valid and enforceable, then such term or provision shall be deemed to be written, construed, and enforced in accordance with said limitation.
11. This Agreement is the complete agreement between the parties. Any amendments to this Agreement must be made in writing and must be approved by the Board of Supervisors for each County before going into effect. Any amendment made shall also require the approval of the County Attorney for each County.

Entered into on this _____ day of _____, 2026.

Jeff Kulmatycki, Chairman
Appanoose County Board of Supervisors

STATE OF IOWA, COUNTY OF APPANOOSE, SS:

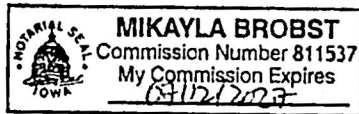
Be it remembered that on this _____ day of _____, 2026,
before me, a notary public in and for Appanoose County, Iowa, personally appeared Jeff
Kulmatycki, Chairman of the Board of Supervisors of Appanoose County, Iowa, to me known
to be the person named in and who executed the foregoing instrument and acknowledged that
he executed the same as his voluntary act and deed and on behalf of Appanoose County,
Iowa.

Notary Public in and for the State of Iowa

_____, Chairman
Brian Arnold, Chairman
Warren County Board of Supervisors

STATE OF IOWA, COUNTY OF WARREN, SS:

Be it remembered that on this 9th day of June, 2026,
before me, a notary public in and for Warren County, Iowa, personally appeared, Brian Arnold,
Chairman of the Board of Supervisors of Warren County, Iowa, to me known to be the person
named in and who executed the foregoing instrument and acknowledged that he executed the
same as his voluntary act and deed and on behalf of Warren County, Iowa.



Mikayla Brobst
Notary Public in and for the State of Iowa

RESOLUTION FOR ESTABLISHING SPEED LIMITS

Appanoose County Resolution No. 2026-21

WHEREAS, recent legislation has designated statutory speed limits for rural paved routes, not otherwise provided, as 60 miles per hour in revision of the long standing 55 mile per hour limit, and

WHEREAS, many of the existing County paved routes are included in this revision, and

WHEREAS, the Board of Supervisors is empowered under the authority of the Code of Iowa Sections 321.255 and 321.285 of the Code of Iowa, to determine upon the basis of an engineering and traffic investigation, that the speed limit of any secondary road is greater than is reasonably proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS, many of said existing County paved routes were designed for speeds less than 60 miles per hour, and

WHEREAS, Appanoose County prioritizes safety of the traveling public over the few benefits of a 5 mile per hour increase in the rural speed limit, and

WHEREAS, the afore mentioned legislation allowed less than a month for the effective date of July 1, 2026 for the speed limit change, and

WHEREAS, modifying the existing traffic control devices to a 60 mile per hour speed limit on the affected County paved routes will take several weeks to complete by available staff, and several additional weeks would be necessary to complete engineering analysis of compatibility of said routes for 60 mile per hour speed limits

THEREFORE, BE IT RESOLVED that all Appanoose County Paved Highways not previously designated with Speed Limits per section 321.285 for the Code of Iowa; or designated in the following list of exceptions from said change in speed limits shall be designated as 55 Mile Per Hour until such time as the County Engineer has completed a Speed Study and evaluation of the road corridor for suitability of a designated Speed Limit. Said Speed Studies and evaluations shall be completed and acted upon by the Board of Supervisors by November 1, 2026 or default to the statutory designation of 60 Miles Per Hour.

The County Engineer shall prepare reports comparable to previously supplied Engineering Traffic Studies, on all affected County Highways, considering but not limited to, the following:

- 85% Travel Speeds
- Design guidelines for Horizontal and Vertical Geometry
- Existing hazards within the Highway Clear Zones
- Recognition of Residential Areas
- Recognition of Commercial and Recreation areas
- Designated points of interest from the 2026 Local Safety Action Plan

And, THEREFORE, BE IT RESOLVED, that Appanoose County Highways designated for speed limits of 60 miles per hour per the afore-mentioned legislation shall include:

- A. J18 from S70 to IA5
- B. J18 from Wayne County to S70
- C. J3T from Unionville to Davis County
- D. T30 from Missouri State Line to Exline
- E. T61 from 440th St (J19) to Wapello County
- F. J46 from Wayne County to IA 5

Resolution adopted this 29th day of June 2026.

Appanoose County Board of Supervisors

Jeff Kulmatycki, Chair
Appanoose County Board of Supervisors

Justin Harvey, Member

Scott Buban, Member

ATTEST: Kelly Howard
Appanoose County Auditor



Department of
Management

State of Iowa Agreement Agreement Declaration and Execution

1. Agreement – General Information and Term		
Agreement #	2027-MOU-7784	
Title of Agreement (“Agreement” or “MOU”)	Enhanced Security Services	
Start Date	07/01/2026 or Date of Last Signature	
End Date	6/30/2027	
Number of Renewals	0	
2. Customer Information		
Customer Name (hereafter “Customer”):	Appanoose County	
Address:	<u>Main Address:</u> Appanoose, County, IA 201 N 12th St Centerville, IA 52544	<u>Contact Information</u> Kelly Howard khoward@appanoosecounty.net 641-856-6191
3. Agency Information		
Issuer:	State of Iowa, Department of Management (“DOM”)	
Deputy Chief Information Security Officer (Deputy CISO):	Geoffery Richards	geoff.richards@dom.iowa.gov
Addresses:	<u>Contact and Billing Address:</u> Dept of Management Attn: Business Services 200 E. Grand Avenue, Ste.100 Des Moines, IA 50309 E: ITContracts@dom.iowa.gov	<u>Main and Formal Notices Address:</u> Iowa Department of Management Attn: Office of General Counsel 1007 E Grand Ave G13 Des Moines, IA 50319 email: domlegalnotices@iowa.gov
4. Master Agreement Summary		
Through this Agreement, entered into pursuant to authority under Iowa Code chapter 8, DOM will make Information Technology Services available to the Customer, including services designed to guard against cyber-attacks that could adversely impact Customer’s ability to deliver mission-critical services, threaten lifeline critical infrastructure, or otherwise negatively impact the public health, safety, and welfare. This Agreement establishes the terms and conditions pursuant to which DOM provides these Enhanced Security Services (“ESS”). This includes the current Endpoint Detection and Response (“EDR”) software used to secure devices. This Agreement supersedes and replaces any pre-existing Agreement between the parties for the provision of similar services.		



Department of
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State of Iowa Agreement Agreement Declaration and Execution

Terms & Conditions

1. This Agreement and all attachments and external documents identified below are incorporated by this reference and together comprise the terms and conditions governing the relationship between the Parties, to be interpreted in the following order of precedence:
 - A. The following terms are incorporated by reference:
 - i. The IRS Publication 1075 Exhibit 7, which may be updated from time to time to conform with applicable laws, a current version of which is available at: <https://dom.iowa.gov/media/302>;
 - ii. The IT Business Associate Agreement ("BAA"), which may be updated from time to time to conform with applicable federal laws, a current version of which is available at: <https://dom.iowa.gov/media/300>;
 - iii. IT Qualified Service Organization document, available at: <https://dom.iowa.gov/media/301>;
 - iv. CJIS Security Policy, available at: <https://le.fbi.gov/cjis-division/cjis-security-policy-resource-center>
 - B. The text of this Agreement;
 - C. Any Attachment or Exhibit to this Agreement;
 - D. General Terms for Cybersecurity Services, available at: <https://dom.iowa.gov/media/304>;
2. **Amendment of Attachments.** Attachments may be amended from time to time. Updated versions of the attachment will be posted at <https://dom.iowa.gov/state-government/information-technology/contracts-sourcing-and-vendor-management> and electronic notice of the amended attachment will be provided to the Customer. The Customer shall be deemed to have accepted the updated Attachment unless the Customer provides notice of its non-acceptance in accordance with the Notice provisions of the Agreement within thirty (30) days.
3. **Term and Termination.** The term of this Agreement shall be as stated in the table above unless terminated earlier in accordance with this provision. This Agreement will begin on the Start Date and expire on the End Date unless otherwise terminated by the parties as set forth below:
 - A. **Termination by Customer.** This Agreement is non-cancellable during the Term.
 - B. **Termination by DOM.** DOM may terminate this Agreement upon ninety (90) days' notice with or without cause. Noncompliance with the terms in Attachment B may result in immediate termination of this Agreement
 - C. **Effect of Termination.** Effective immediately upon notice of termination, the Customer agrees to uninstall any and all Third Party software installed on the Customer's devices pursuant to this Agreement. DOM will cease monitoring the Customer's environment thirty (30) days after the notice of Termination or upon expiration of this Agreement, whichever is earlier.
4. **Services & Pricing.** The goods and services provided pursuant to this Agreement are set forth in Attachment A.
 - A. **Pricing.** There is no cost associated with the provision of services described hereunder.



Department of
Management

State of Iowa Agreement Agreement Declaration and Execution

B. Authorized Utilization. The Customer is entitled to install EDR software on Customer devices up to the number of authorized installations identified in Attachment A.

- i. **Additional Installations.** Absent an amendment, the Customer may not exceed the not-to-exceed installation number. Please contact the Deputy CISO at the DOM Notice Email Address to receive the Installation Change Order Form.
- ii. **Reducing Installations.** Authorized Installations may be reduced during the term of the Agreement. In the event of reductions in Authorized Installations, the Customer must notify DOM within 30 days. Please contact the Deputy CISO at the DOM Notice Email Address to receive the Installation Change Order Form.

6. Signatures

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 caused their respective duly authorized representatives to execute this Agreement, which is effective as the latest date shown: THE "START DATE" OR THE DATE BELOW SIGNED BY THE STATE OF IOWA.

Customer Name	State of Iowa
Appanoose County	Department of Management
Authorized signature:	Authorized signature:
Date:	Date:
Printed Name: Kelly Howard	Printed Name: Brad Horn
Title:	Title: Department of Management General Counsel
Address:	Address: Iowa Department of Management 200 E. Grand Avenue, Ste.100 Des Moines, IA 50309
Email: khoward@appanoosecounty.net	Email: brad.horn@dom.iowa.gov



**Department of
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Attachment A: Services & Pricing

List of Goods and/or Services Provided to Customer

Service: Enhanced Security Services

- 24/7 Security Operations Center monitoring
- EDR software

Authorized Workstation and Laptop Installations: Please fill in the number: 50

Authorized Server and Domain Controller Installations: Please fill in the number: 4

Category: Security

Description: This service will provide next-generation Endpoint Detection and Response (EDR) for managed endpoints, including PCs, servers, and other devices. The EDR platform is designed to prevent a wide range of known and unknown malware and threats and to provide protection from such threats. Further, it provides the ability to investigate and remediate incidents that evade protection controls. Additionally, this service includes 24x7 around-the-clock security monitoring and incident response positioned to appropriately respond to cybersecurity threats against the protected endpoints.

For Customers who are counties: Pursuant to Iowa Code section 47.1(8) and Iowa Admin. Code rule 721-29.4(4), county auditor offices must participate in DOM cybersecurity services. Other county offices may participate in the same services but are not compelled to do so. This requirement applies to all 99 Iowa counties.

For purposes of this Agreement, "auditor devices" means election-related workstations—specifically, computers or laptops used for election activities that are connected to the internet, as defined by the Iowa Secretary of State pursuant to Iowa Admin. Code rule 721-29.4. Devices with access to I-Voters are of particular importance and must be covered by the EDR tool.



**Department of
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Attachment B: Obligations of the Parties

Through this Agreement, Customer agrees to:

1. Install the EDR software on other Customer-issued devices up to the Authorized Installations as referenced in Attachment A. If the Customer is a County Auditor's office, install the EDR software on all county-issued devices in the County Auditor's office.
2. Install the EDR software only on operating systems that are officially supported by the selected EDR software.
3. Inquire with the DOM Security Operations Center ("SOC") to confirm that, for each installation, the SOC can see the computer on the SOC monitoring tools. Inquiries must be by email sent to: soc@iowa.gov.
4. Assist DOM staff in evaluating EDR logs during the phased implementation of the EDR tool and remediating identified issues.
5. Evaluate installation reports provided periodically by DOM throughout the Term to ensure that appropriate devices in Customer facilities are protected with EDR software.
6. Work with DOM staff to respond to security incidents by providing information or access as necessary to ensure they are fully addressed and remediated.
7. Uninstall DOM-provided EDR software at the end of the Agreement or as otherwise directed by DOM.
8. Assume all risk associated with any exclusions or whitelisting of files, folders, portable executables, scripts, detections, or any other type of exclusion requested by Customer (whether at the direction of elected officials, vendors, or Customer's IT personnel). In the event a Security Incident or breach results from or is attributable, in whole or in part, to an exclusion or whitelist entry requested by Customer, Customer shall bear full responsibility for all resulting damages, losses, costs, and liabilities, and shall hold DOM and the State of Iowa harmless therefrom. This provision applies regardless of whether the exclusion was reviewed or implemented by DOM.

Through this Agreement, DOM agrees to:

1. Provide EDR software to Customer so that Customer can install the EDR tool on all devices in the County Auditor's office and up to the Authorized Installations referenced in Attachment A.
2. Respond to Customer inquiries concerning the installed status of EDR software on specific devices.
3. Provide logs to the Customer during the phased implementation of the EDR software and consult with the Customer concerning the logs to either provide guidance on the remediation of log entries or to whitelist the activity within the EDR monitoring tool.
4. Provide installation reports to Customer at least yearly so that Customer can determine whether or not EDR software is installed within Customer facilities up to the Authorized Installations referenced in Attachment A.



**Department of
Management**

5. Work with Customer staff on an ongoing basis to evaluate security incidents identified by the EDR tool or otherwise.
6. Work with Customer staff in response to any security breach identified to provide Customer the necessary information and guidance so that Customer can respond to and remediate any security breach. This Agreement does not cover additional response and remediation services offered by DOM, which may be offered through a separate agreement.
7. Support the customer in the uninstallation process.



Department of
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Attachment C: General Terms and Conditions for Cybersecurity Services

These General Terms and Conditions are part of the MOU for Enhanced Security Services (“ESS”) between DOM and Customer. In the event of a conflict or inconsistency between the terms and conditions set forth here and those set forth in the MOU CD&E, the terms and conditions in the MOU CD&E shall take precedence.

1. Definitions. Unless otherwise specifically defined in the MOU, all capitalized terms used herein shall have the meanings ascribed to them under Iowa Code chapter 8 and corresponding implementing rules found in Iowa Administrative Code chapter 129. In addition, the following terms shall have the following meanings:

- 1.1. **“Authorized Contractor(s)”** means independent contractors, consultants, or other Third Parties used by DOM to provide ESS.
- 1.2. **“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 the terms of the MOU; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party. Subject to the foregoing exclusions, Confidential Information includes Customer Data.
- 1.3. **“Customer Data”** means all Customer data or information accessed by DOM or disclosed to DOM in connection with this MOU, including **“System Data”** such as security or software logs, system event information, system audit logs and records, and other similar information, and **“User Data”** such as files, database entries, or electronic records created by end users for governmental or business purposes.
- 1.4. **“Customer Systems”** means Customer’s websites, applications, databases, data centers, servers, networks, desktops, endpoints, or any other like systems or equipment that are monitored, assessed, defended, or otherwise accessed by DOM in the performance of the ESS. Customer Systems may be more fully described in an exhibit to the MOU.
- 1.5. **“Endpoint Detection and Response” or “EDR”** means an endpoint security solution that continuously monitors end-user devices to detect and respond to cyber threats like ransomware and malware.
- 1.6. **“Enhanced Security Services” or “ESS” or “Services”** means the security services or any related services offered and provided by DOM, by and through the Security Operations Center, designed to assist governmental entities in the State of Iowa in safeguarding against unauthorized access, disclosure, theft, or modification of or to government systems and data; and preventing, detecting, and responding to Security Incidents, Security Breaches, and other significant cyber events. Enhanced Security Services may be more fully set forth in an Exhibit to the MOU.



**Department of
Management**

- 1.7. **"DOM-Supplied Tools"** means any hardware, equipment, software, applications, or tools used by DOM to interface with or connect to Customer Systems; that host, store, process, or transmit Customer Data; or that are otherwise used by DOM in connection with provisioning ESS.
- 1.8. **"Security Incident"** means an occurrence that jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. **"Security Incident"** shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.
- 1.9. **"Security Operations Center" or "SOC"** means the State of Iowa's dedicated unit from which Customer Systems and Customer Data are monitored and assessed to detect Security Incidents.
- 1.10. **"Third Party"** means a person or entity not a party to this MOU.
2. **Brokered I.T. Devices and Services.** In addition to or in lieu of the Services or DOM-Supplied Tools provided by DOM by more direct means hereunder, DOM 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 DOM, 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, DOM 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.
3. **Customer's Responsibilities.** Customer is responsible for:
 - 3.1. Obtaining and installing any hardware, equipment, software, applications, or tools, including Third-Party Cloud Services, to enable DOM to provide the ESS hereunder. DOM will work to provide Customer with DOM-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 or aspects thereof.
 - 3.2. Granting and facilitating DOM access to any Customer Systems or facilities as is necessary for DOM to install or connect any DOM-Supplied Tools to provide ESS.
 - 3.3. Working collaboratively with DOM, including providing appropriate staff to attend meetings and to address matters related to this MOU and DOM's provision of ESS.
 - 3.4. Identifying Customer's point of contact who DOM should notify during normal business hours and off hours in the event DOM identifies a Security Incident, Security Breach, or other significant cyber event that may impact or involve Customer Systems or Customer Data.
 - 3.5. Identifying under what circumstances, if any, DOM 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 DOM must obtain prior approval from Customer prior to containing such event.



**Department of
Management**

- 3.6. Determining whether a Security Incident, Security Breach, or other cyber event reported to the Customer by DOM 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.
- 3.7. 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.
- 3.8. 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, ESS provided by DOM do not include forensic investigations, although DOM may assist Customer in identifying Third Parties who are qualified to provide such services.
- 3.9. Refraining from the Misuse of the Services or DOM-Supplied Tools provided or performed by DOM. Each of the following constitutes a **"Misuse"** for purposes of this MOU:
 - 3.9.1. Using the Services or DOM-Supplied Tools in a manner that is inconsistent with DOM's directions or instructions.
 - 3.9.2. Using the Services or DOM-Supplied Tools in a manner that is inconsistent with any applicable Third-Party license agreement or terms and conditions governing the use thereof.
 - 3.9.3. Indirectly providing the Services or DOM-Supplied Tools to unauthorized Third Parties, including through a service bureau or other like arrangement.
 - 3.9.4. Using DOM's Services or DOM-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 DOM, the State, or any Third Party.
 - 3.9.5. Using the Services or DOM-Supplied Tools in a manner that is inconsistent with or violates applicable law, rule, or regulation.
 - 3.9.6. Using the Services or DOM-Supplied Tools in a manner that does not directly further the Customer's governmental objectives.

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

- 4.1. *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 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). By entering into this MOU, Customer consents to these information exchanges.
- 4.2. *Third-Party SOC Access.* DOM 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, DOM 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, DOM may grant the U.S. Department of Homeland Security access and connection to the SOC to conduct certain vulnerability assessments. Customer consents to such Third Party's access to the SOC and Third-Party monitoring of Customer Systems and view or access Customer System Data to perform their official



**Department of
Management**

duties. Customer's User Data will only be accessed as necessary for Third Parties to perform their official duties.

- 4.3. *Cloud Storage/Processing.* Some of the DOM-Supplied Tools utilized by DOM in providing the Services under this MOU include Third-Party Cloud Services. Customer consents to DOM's use of 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.

5. Confidentiality.

- 5.1. *DOM's Treatment of Customer's Confidential Information.* DOM will implement and maintain reasonable and appropriate security measures to safeguard against unauthorized access, disclosure, theft, or modification of Confidential Information and will require the same of any Third Parties used in provisioning the Services or DOM-Supplied Tools hereunder.
- 5.2. *Customer's Treatment of DOM or Third-Party Confidential Information.* DOM Confidential Information, as well as Confidential Information of Third parties used by DOM in connection with ESS shall at all times remain the property of DOM or applicable Third Party, and DOM 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 DOM in writing. Customer will immediately report the unauthorized access to or disclosure of such Confidential Information to DOM. Customer may be required to return and destroy, and provide proof of such return or destruction, such Confidential Information to DOM upon the expiration or termination of this MOU, as directed by DOM.
- 5.3. *Compelled Disclosures.* To the extent required by applicable law, the Receiving Party may disclose Confidential Information to a Third Party, subject to the following conditions:
 - 5.3.1. To the extent allowed by applicable law, as soon as becoming aware of a compelled disclosure of Confidential Information 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.
 - 5.3.2. The Receiving Party will consult with the Disclosing Party on the advisability of taking steps to resist or narrow any required response or disclosure.
 - 5.3.3. 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.
 - 5.3.4. 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



Department of
Management

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.

- 5.4. *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 seek 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 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.
- 5.5. *Survives Termination.* Each Party's duties and obligations as set forth in this Section shall survive termination of this MOU.
6. **DISCLAIMER OF WARRANTIES.** DOM HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND REPRESENTATIONS RELATING TO THE ESS, DOM-SUPPLIED TOOLS, OR ANY ANCILLARY OR RELATED SERVICE PROVIDED OR MADE AVAILABLE BY DOM, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THIS MOU OR DOM'S PERFORMANCE HEREOF. THIS DISCLAIMER APPLIES TO ALL WARRANTIES 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 DOM-SUPPLIED TOOLS ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED.
7. **Limitation of Liability.** The Parties understand and accept that this MOU addresses a constantly changing cybersecurity global landscape and that there are inherent risks when addressing the cybersecurity needs of any entity. As such, other than subscription fees due and the right of DOM to obtain payment for such subscription fees, the total aggregate liability of any Party under this MOU to another Party shall not exceed one month's service subscription.
8. **Termination.**
- 8.1. *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 DOM, as directed by DOM, DOM-Supplied Tools or other DOM- or State-owned or licensed property. Customer's duties and obligations set forth in this Section shall survive termination of this MOU.
- 8.2. *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, DOM will, where possible, endeavor to provide additional and reasonable advance notice to Customer of DOM's intention to cease providing any or all Services hereunder, which advance notice shall be calculated to enable Customer to plan for DOM's discontinuation of applicable



**Department of
Management**

Services and to procure comparable replacement services. In determining what is reasonable under the circumstances, DOM 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.

9. Administration.

- 9.1. *Relationship between the Parties.* DOM, 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 DOM 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.
- 9.2. *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.
- 9.3. *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. Any litigation concerning the MOU filed by either Party shall be brought and maintained in the state or federal courts sitting in Des Moines, IA. However, if Iowa Code section 679A.19 is applicable, any dispute between the parties must be addressed in accordance with the statutory provision.
- 9.4. *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, 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 the terms of this MOU.
- 9.5. *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.
- 9.6. *No Third-Party Beneficiary Rights.* There are no third-party beneficiaries to this MOU. This MOU is intended only to benefit DOM and Customer.
- 9.7. *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.
- 9.8. *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. This MOU shall not be construed or interpreted against either Party on the basis of draftsmanship or preparation thereof.
- 9.9. *Supersedes Former MOUs.* This MOU supersedes all prior MOUs or agreements between the Parties concerning the subject matter hereof.



**Department of
Management**

- 9.10. *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.
- 9.11. *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 the CD&E. Each such notice shall be deemed to have been provided: (1) At the time it is actually received; (2) Within one day in the case of overnight hand delivery, courier, or services such as Federal Express with guaranteed next day delivery; or (3) Within five 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.
- 9.12. *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.
- 9.13. *Authorization.* Each Party to this MOU represents and warrants to the other Party that it has the right, power and authority to enter into and perform its obligations under this MOU, and it has taken all requisite action (corporate, statutory, or otherwise) 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.
- 9.14. *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.
- 9.15. *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.
- 9.16. *Cumulative Rights.* The various rights, powers, options, elections and remedies of any Party provided in this MOU shall be construed as cumulative, and the exercise of any one remedy shall not affect or impair the right of any Party to pursue any other equitable or legal remedy to which they may be entitled.
- 9.17. *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.
- 9.18. *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. Any such documents may be signed electronically in accordance with Iowa Code chapter 554D or other applicable law, and each Party waives any arguments concerning the validity of such electronically signed documents related to this MOU.
- 9.19. *Use of Third Parties.* DOM may use Authorized Contractors to provide the Services or DOM-Supplied Tools contemplated hereunder. Any rights, authorizations, or consents conferred or granted to DOM hereunder shall be deemed to be conferred or granted to and may be exercised by any Authorized Contractors used by DOM to provide the Services or DOM-Supplied Tools contemplated hereunder.



**Department of
Management**

- 9.20. *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. “Force majeure” for DOM includes: claims or court orders that restrict DOM’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.
- 9.21. *Ancillary Agreements.* Generally, the Customer Data that DOM, 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 MOU, DOM will provide Customer with notice prior to accessing or using any User Data in connection with the Services provided hereunder. DOM 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. DOM may decline to execute such Ancillary Agreements and Customer acknowledges that, as a result, DOM may be unable to provide the contemplated Services, in whole or in part.
- 9.22. *Review Meetings.* DOM 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 DOM as part of these annual review meetings.

10. Customer Systems/Data Access.

- 10.1. Customer consents to and authorizes DOM 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 an Exhibit to the MOU. Such access and monitoring may include the following:
- 10.1.1. Administrator level and/or system-level access to any network, computing, or communications device;
 - 10.1.2. Access for interactively monitoring and logging traffic on Customer Systems, including Customer’s networks; and/or
 - 10.1.3. Access to information Customer Data that may be produced, transmitted, or stored on, from, or over Customer Systems, equipment, facilities, or premises.
- 10.2. Customer acknowledges that the ESS and installation or connection of DOM-Supplied Tools to Customer Systems, or Customer’s or DOM’s use of DOM-Supplied Tools that are Third-Party Cloud Services, involves a risk of potential adverse impacts or consequences to Customer Systems and



**Department of
Management**

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 DOM-Supplied Tools on Customer Systems or Customer's or DOM's use of DOM-Supplied Tools that are Third-Party Cloud Services. Consistent with the foregoing, Customer waives any claims it may have against DOM or the State of Iowa involving Customer Property or Customer Data caused, in whole or in part, by DOM's provisioning of the ESS hereunder, including the ESS provided through the SOC, installation or connection of DOM-Supplied Tools to Customer Systems, or Customer's or DOM's use of DOM-Supplied Tools that are Third-Party Cloud Services.

- 10.3. Customer represents and warrants that it has the authority to grant DOM 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.
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OFFICE OF THE
Appanoose County Auditor
KELLY HOWARD
COURTHOUSE
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CENTERVILLE, IOWA 52544
Phone (641) 856-6191
auditor@appanoosecounty.net

June 23, 2026

Appanoose County Board of Supervisors

Re: Outstanding checks

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

<u>Disbursement #</u>	<u>Name</u>	<u>Amount</u>	<u>Fund</u>
61982	US Cellular	\$60	01000
66894	Simmons Building Materials	\$55	20000
66916	US Cellular	\$50	70000

Kelly Howard
Appanoose County Auditor

BoS Approval: _____