

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, May 2nd, 2023** at 9:00 A.M. in the public meeting room at the Des Moines County Courthouse.

8:30 AM -Work Session: Board of Supervisors: Review of Weekly Business

PUBLIC NOTICE – the meeting can be viewed by live stream at www.dmcountry.com/youtube. Anyone with questions during the meeting may email the Board of Supervisors at board@dmcountry.com OR call 319-753-8203, Ext 4

TENTATIVE AGENDA:

1. Pledge of Allegiance
2. Changes to Tentative Agenda
3. Meet with Department Heads / Elected Officials
4. Correspondence
5. Discussion / Vote:
 - A. OCIO MOU Contract
 - B. Payroll Reimbursement Claims
 - C. Accounts Payable Claims
 - D. Class C Liquor License – Minnis Wedding – 5/6/23
 - E. Class C Liquor License – Wilkins/Boyer Wedding – 6/10/23
 - F. Personnel Actions:
 1. Sheriff (2)
 - G. Minutes for Regular Meeting on April 25th, 2023
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Sessions following the meeting:

BOS / Sheriff

RE: K9 Unit / Fitness Incentive

KIM REYNOLDS, GOVERNOR

ADAM GREGG, LT. GOVERNOR

**Iowa Office of the Chief Information Officer
Contracts Declaration & Execution ("CD&E")**

Memorandum of Understanding for Enhanced Security Services ("MOU")		MOU Number: [Contract No. xxxxx]
State Agency's Name: Department of Management ("DOM"), Iowa Office of the Chief Information Officer ("OCIO")		
OCIO's Address: 200 E. Grand Ave. Des Moines, IA 50309		
OCIO MOU Contact ("OCIO Notice Address"): ATTN: Local Government Program Manager 200 E Grand Ave, Des Moines, IA 50309 515.281.5503 government.services@iowa.gov		
Customer Name (hereafter "Customer"): Des Moines County [Governmental Entity Name]		
Customer Address 513 N Main St. [Governmental Entity Address] Burlington, IA 52601		
Customer MOU Contact ("Customer Notice Address"): Colin Gerst [Employee Contact] 513 N Main St. [street, city, zip] Burlington, IA 52601 [phone] 319-753-8238 [email] gerstc@dmcounty.com		
MOU Effective Date (the "Effective Date"): Date of last signature below	Date of Expiration: Feb. 28, 2025	Available Annual Renewals: None
<ol style="list-style-type: none"> 1. Introduction. This is effective as of the Effective Date. The parties may be referred to herein individually as a "Party" or collectively as the "Parties". 2. Purpose. Through this MOU, entered into pursuant to authority under Iowa Code chapter 8B, OCIO's will make available to the Customer Information Technology Services, 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 MOU establishes the terms and conditions pursuant to which the Office provides these Enhanced Security Services ("ESS"). This includes the current 		

Endpoint Detection and Response (“EDR”) software used to secure devices. This MOU supersedes and replaces any pre-existing MOU between the parties for the provision of similar services.

3. **Documents Incorporated.** This MOU consists of the attachments identified below which are incorporated by this reference as if fully set forth herein, and together comprise the terms and conditions governing the relationship between the Parties. Documents incorporated by reference into this MOU are designated below:

- ☐ Attachment A: Services & Pricing
- ☐ Attachment B: Obligation of Parties Onboarding Plan
- ☐ General Terms for Cybersecurity Services, available at:
<https://ocio.iowa.gov/document/general-terms-and-conditions-cybersecurity-services-0>.
- ☐ Exhibit 7 & or IRS Publication 1075, available at:
<https://ocio.iowa.gov/document/irs-pub1075-ex7>.
- ☐ IT Business Associate Agreement, available at:
<https://ocio.iowa.gov/document/20220224-baa-it>.
- ☐ IT Qualified Service Organization, available at:
<https://ocio.iowa.gov/document/20220224-it-qso>.

4. **Amendment of Attachments.** Attachments may be amended from time to time. Updated versions of attachment will be posted at <https://ocio.iowa.gov/contract-terms-and-conditions-templates> 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 Contract within 30 days.

5. **Order of Precedence.** In the event of any conflict or inconsistency between the various provisions of this MOU, the MOU will be interpreted in accordance with the following order of preference, presented in descending order of precedence, to the extent each is incorporated by reference above:

- 5.1. The text of this MOU, excluding any attachment;
- 5.2. Any Attachment or Exhibit to this MOU;
- 5.3. The General Terms;
- 5.4. The IRS Publication 1075 document;
- 5.5. The IT Business Associate Agreement;
- 5.6. The IT Qualified Service Organization document.

6. **Term and Termination.** The term of this MOU shall be as stated in the table above unless terminated earlier in accordance with this provision. This MOU will begin on the Effective Date and expire on the Date of Expiration unless otherwise terminated by the parties as set forth below:

- 6.1. **Termination by Customer.** This MOU is non-cancellable during the Term.
- 6.2. **Termination by OCIO.** OCIO may terminate this MOU upon 90-days’ notice with or without cause. Noncompliance with the terms in Attachment B may result in immediate termination of this MOU.
- 6.3. **Effect of Termination.** Effective immediately upon notice of termination, Customer agrees to uninstall any and all third party software installed on Customer devices pursuant to this MOU. OCIO will cease monitoring Customer’s environment 30 days after the notice of Termination or upon expiration of this MOU, whichever is earlier.

7. **Services & Pricing.** The goods and services provided pursuant to this MOU are set forth in Attachment A.

- 7.1. Pricing. There is no cost associated with provision of services described hereunder.
- 7.2. Authorized Utilization. Customer is entitled to install EDR software on Customer devices up to the number of authorized installations identified in Attachment A.
- 7.2.1. **Additional Installations.** Absent an amendment, Customer may not exceed the not-to-exceed installation number. Please contact the Local Government Program Manager to receive the Installation Change Order Form.
- 7.2.2. **Reducing Installations.** Authorized Installations may be reduced during the term of the MOU. In the event of reductions in Authorized Installations, Customer must notify OCIO within 30 days. Please contact the Local Government Program Manager to receive the Installation Change Order Form.

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

Customer, by

Signature: _____

Printed Name: _____

Title: _____

Date: _____

The Iowa Department of Management, Office of the Chief Information Officer, by

Signature: _____

Printed Name: Matt Behrens

Title: Chief Information Officer

Date: _____

Attachment A: Services & Pricing

List of Goods/Services Provided to Local Governments

Service: Enhanced Security Services

- 24/7 Security Operations Center monitoring
- EDR software (CrowdStrike)

Authorized Installations: 250

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; in addition, they provide 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. Pursuant to Iowa Code section 47.1(8) and Iowa Admin. Code rule 721-29.4(4), county auditor offices must participate in OCIO's cybersecurity services. Other county offices may participate in the same services but are not compelled to do so.

Attachment B: Obligations of the Parties

Through this MOU, Customer agrees to:

1. Install the EDR software on all county-issued devices in the County Auditor's office.
2. Install the EDR software on other county-issued devices up to the Authorized Installations as referenced in Attachment A.
3. Inquire with the OCIO 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 OCIO staff in evaluating EDR logs during the phased implementation of the EDR tool and remediating or whitelisting identified issues.
5. Evaluate installation reports provided periodically by OCIO throughout the Term to ensure that appropriate devices in Customer facilities are protected with EDR software.
6. Work with OCIO staff in responding to security incidents by providing information or access as necessary to ensure security incidents are fully addressed and remediated.
7. Uninstall OCIO-provided EDR software at the end of the MOU, or as otherwise directed by OCIO.

Through this MOU, OCIO 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 Customer during the phased implementation of the EDR software and consult with the Customer concerning the logs to either provide guidance on 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.
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 MOU does not cover additional response and remediation services offered by the

OCIO, which may be offered through a separate agreement.

7. UNINSTALL - Support the customer in the uninstallation process.

KIM REYNOLDS, GOVERNOR

ADAM GREGG, LT. GOVERNOR

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Customer, by

Signature: _____

Printed Name: _____

Title: _____

Date: _____

The Iowa Department of Management, Office of the Chief Information Officer, by

Signature: _____

Printed Name: Matt Behrens

Title: Chief Information Officer

Date: _____

Attachment A: Services & Pricing

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OCIO, which may be offered through a separate agreement.

7. UNINSTALL - Support the customer in the uninstallation process.

Accounts Payable Claims

05/02/2023 MEETING

\$390,439.95

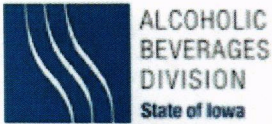
Checks

\$0.00

Wire Transfer Pmnt

\$390,439.95

GRAND TOTAL



State of Iowa

Alcoholic Beverages Division

App 170960

Applicant

NAME OF LEGAL ENTITY

Debbie Hawkins

NAME OF BUSINESS(DBA)

Minnis Wedding

BUSINESS

(319) 795-7941

ADDRESS OF PREMISES

18876 111th Avenue

PREMISES SUITE/APT NUMBER

CITY

Sperry

COUNTY

Des Moines

ZIP

52650

MAILING ADDRESS

3345 Mississippi River Road

CITY

Keokuk

STATE

Iowa

ZIP

52632

Contact Person

NAME

Debbie Hawkins

PHONE

(319) 795-7941

EMAIL

hawkins.deb.a@gmail.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Class C Retail Alcohol License

5 Day

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

May 4, 2023

TENTATIVE EXPIRATION DATE

May 8, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Debbie Hawkins	Keokuk	Iowa	52632	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Specialty Risk of America

POLICY EFFECTIVE DATE

May 4, 2023

POLICY EXPIRATION DATE

May 8, 2023

DRAM CANCEL DATE

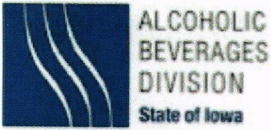
OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

App. 175568

Applicant

NAME OF LEGAL ENTITY

Tom Wilkens

NAME OF BUSINESS(DBA)

Tom Wilkens

BUSINESS

(319) 470-8871

ADDRESS OF PREMISES

18876 111th Avenue

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

Sperry

Des Moines

52650

MAILING ADDRESS

18876 111th Avenue

CITY

Sperry

STATE

Iowa

ZIP

52650

Contact Person

NAME

Tom Wilkens

PHONE

(319) 470-8871

EMAIL

twilkens@shottenkirk.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Class C Retail Alcohol License

5 Day

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

June 10, 2023

TENTATIVE EXPIRATION DATE

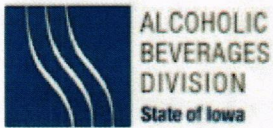
June 14, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tom Wilkens	Fort Madison	Iowa	52627	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

June 10, 2023

POLICY EXPIRATION DATE

June 15, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Klay Alan Foster Employee #: _____
Title: Deputy Department: Sheriff's Office

STATUS CHANGES

TERMINATION

☐ Resignation ☐ Unsatisfactory Probation
☐ Discharge ☐ Death
☐ Retirement ☐ Other, Explain

Last Day Worked _____
Add Vacation Days _____ to _____
Add Sick Days _____ to _____
Add Other Days _____ to _____
Last Day Paid _____
Unpaid Days _____ to _____

TRANSFER

☐ Permanent ☐ Voluntary
☐ Temporary ☐ Involuntary
Previous Title _____
Previous Dept _____
New Job Title _____
New Dept _____
Previous Rate _____ New Rate _____
Effective Transfer Date _____

Final Termination Date _____
Final Rate of Pay _____
Permanent Address _____
City, State, Zip _____

LAY OFF

Does the employee Want
Health Insurance Continued ☐ Yes ☐ No
Does Employee Want Life
Insurance Continued ☐ Yes ☐ No
Last Day Worked _____

LEAVE OF ABSENCE

☐ Maternity ☐ Educational
☐ Medical ☐ Military
☐ Other, Explain

Dates of Absence _____ to _____

Does the employee Want
Health Insurance Continued ☐ Yes ☐ No
Does Employee Want Life
Insurance Continued ☐ Yes ☐ No

SALARY ADJUSTMENT

☒ New Hire (Check # of Hours) ☐ Probationary
☒ 74.77 Hours ☐ Demotion
☐ 80 Hours ☐ Reduction
☐ Anniversary ☐ Suspension
☐ Promotion ☐ Other, Explain

Previous Rate _____ New Rate \$48,873.62
Previous Job Title: (if changed) _____
Effective Date: April 27, 2023

Authorized by: K. G. Grij Department: Sheriff's Office Date: 4/27/23
Authorized by: _____ Department: _____ Date: _____

Pay Period Ending: April 29, 2023 Payroll Date: May 5, 2023

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Brett Kenneth Haubrich Employee #: _____
Title: Deputy Department: Sheriff's Office

STATUS CHANGES

TERMINATION

☐ Resignation ☐ Unsatisfactory Probation
☐ Discharge ☐ Death
☐ Retirement ☐ Other, Explain _____

Last Day Worked _____
Add Vacation Days _____ to _____
Add Sick Days _____ to _____
Add Other Days _____ to _____
Last Day Paid _____
Unpaid Days _____ to _____

Final Termination Date _____
Final Rate of Pay _____
Permanent Address _____
City, State, Zip _____

LEAVE OF ABSENCE

☐ Maternity ☐ Educational
☐ Medical ☐ Military
☐ Other, Explain _____

Dates of Absence _____ to _____

Does the employee Want
Health Insurance Continued ☐ Yes ☐ No
Does Employee Want Life
Insurance Continued ☐ Yes ☐ No

TRANSFER

☐ Permanent ☐ Voluntary
☐ Temporary ☐ Involuntary
Previous Title _____
Previous Dept _____
New Job Title _____
New Dept _____
Previous Rate _____ New Rate _____
Effective Transfer Date _____

LAY OFF

Does the employee Want
Health Insurance Continued ☐ Yes ☐ No
Does Employee Want Life
Insurance Continued ☐ Yes ☐ No
Last Day Worked _____

SALARY ADJUSTMENT

☒ New Hire (Check # of Hours) ☐ Probationary
☒ 74.77 Hours ☐ Demotion
☐ 80 Hours ☐ Reduction
☐ Anniversary ☐ Suspension
☐ Promotion ☐ Other, Explain _____

Previous Rate _____ New Rate \$48,873.62
Previous Job Title: (if changed) _____
Effective Date: April 28, 2023

Authorized by: K. G. [Signature] Department: Sheriff's Office Date: 4/27/23
Authorized by: _____ Department: _____ Date: _____

Pay Period Ending: April 29, 2023 Payroll Date: May 5, 2023

April 25, 2023

The Des Moines County Board of Supervisors met in regular session at the Court House in Burlington at 9 AM on Tuesday, April 25th, 2023, with Vice-Chair Tom Broeker and Member Jim Cary present. Chairman Shane McCampbell was present via Webex. This meeting was also held electronically via Webex and YouTube live streaming. Public input was available through board email or call in.

Unless otherwise noted, all motions passed unanimously. The Pledge of Allegiance was conducted.

Meeting with Department Heads: County Auditor Sara Doty reported her office remains busy. IT Director Colin Gerst has a work session following the meeting. Assistant Land Use Administrator Jarred Lassiter stated the office remains busy. They have several subdivisions out for review. Conservation Director Chris Lee reported the river is continuing to rise. Summer camp sign up opens today at noon. You can sign up on the Conservation website or contact the Nature Center with any questions. County Treasurer Janelle Nalley-Londquist stated her office is currently working on delinquent and tax sale notices that will go out Monday. SEIL CDS Director Ken Hyndman stated they are still working on the mobile crisis for our area and hope to get it wrapped up this week. Assistant County Attorney Trent Henkelvig stated the office is busy. County Recorder Natalie Steffener reported the DNR is now offering a hunting and fishing license for the residents in Iowa who have served in active duty. You must submit an application and your DD214. County Engineer Brian Carter stated his crew is working on the usual rocking and ditching. The Bridgeport Road project is coming along. He also noted the river is rising. Sullivan Slough is underwater. Tama Road will probably be under before too long as well. Please be careful in these areas and do not go past the signs that are posted. His crew is replacing a crossroad culvert on Irish Ridge Road today and it will be closed between Stony Hollow Road and 180th for a couple days. Local Health Director Christa Poggemiller reported changes made to Covid 19 Schedule. There is a new shot available, and her office is available Thursdays from 8:30 am – 4:30 pm to give the vaccine at no charge. Safety Director Angela Vaughan also wanted to add the importance of safety with the flood waters. Maintenance Director Rodney Bliesener reported the courthouse parking lot project is almost complete. The sidewalk section has been poured and they are hoping to get it open Friday morning. The jail roof project is hoping to be started at the beginning of May. Sheriff Kevin Glendening reported the jail population is at 74. The Sheriff's Department will be doing a department photo this Thursday. They have two new deputies that will be starting the end of this week and go to the academy May 1st. The Civil Service conducted interviews last week and certified one applicant. The sheriff also added in, with the flood waters rising, do not cross barricades. If you see an ATV/UTV on the levee, they are there by permit only. The Iowa Code and County Ordinance does not allow you to operate a motor vehicle there. You can only be on there by permit by the levee district. It is a serious misdemeanor.

No correspondence was received.

Approval of Resolution #2023-022 and Final Plat for East Northfield Subdivision was presented. Assistant Land Use Administrator Jarred Lassiter spoke on this and recommended approval. Cary made a motion to approve and was seconded by Broeker.

INSERT RESOLUTION #2023-022

Approval of the Courthouse & Public Building Security Policy was presented. Cary made a motion to approve and was seconded by Broeker.

Approval of the Crime Victims' Rights Week Proclamation was presented. Cary made a motion to approve and was seconded by Broeker.

Approval of the Emergency Declaration regarding the Mississippi River was presented. Cary made a motion to approve and was seconded by Broeker.

Approval of the Letter of Support for the Capitol Theater was presented. Cary made a motion to approve and was seconded by Broeker.

Personnel Actions – Local Health – Julie Melichior, Secretary, New hire effective 4/17/23 with a starting rate of \$36,788.99 yearly. Cary made a motion to approve and was seconded by McCampbell. Sheriff – Theresa Tripp, Administrative Assistant, an adjustment to her vacation was made, as she was hired starting with two weeks. McCampbell made a motion to approve and was seconded by Cary. Correctional Center – Brad Koenig, Full Time Correctional Officer, 60-month step increase effective 4/27/23 with a new rate of \$47,733.07 yearly. James Pleasant, Full Time Correctional Officer, 18-month step increase effective 5/1/23 with a new rate of \$44,463.60 yearly.

Cassandra Belknap, Dietary Manager, 12-month step increase effective 5/3/23 with a new rate of \$43,667.38 yearly. Cary made a motion to approve all three personnel actions for the Correctional Center and was seconded by McCampbell.

Reports received and filed in the Auditor's Office:
Clerk's Report of Fees Collected, March 2023

Cary motioned to approve the April 18th, 2023, regular meeting minutes and seconded by McCampbell.

Cary attended a Public Health meeting. McCampbell attended a Community Action meeting. Broeker attended a SEIL Region meeting and Emergency Management Meeting.

The meeting was adjourned at 10:06 AM.

Following the meeting two work sessions were held. The first work session was with the IT Director, Colin Gerst regarding the State of Iowa MOU for cyber security. The second work session was a Project Tour with the County Engineer, Brian Carter.

This Board meeting is recorded. The meeting minutes and audio are posted on the county's website www.dmccounty.com

Tom Broeker, Vice-Chair
Attest: Sara Doty, Auditor