

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, May 23rd, 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. Amendment to OCIO MOU Contract
 - B. Appointment to Southeast Iowa Regional Housing Authority
 - C. Fireworks Permit – Spirit Hollow – June 30th
 - D. Class C Liquor License – Apres Bar Co – Myers Wedding Barn, June 3rd
 - E. Approval of Anderson Larkin & Co Engagement Letter for FY2023 Audit
 - F. Mental Health Agency of Southeast Iowa 28E Agreement
 - G. Resolution #2023-026 Approving Mental Health Agency of Southeast Iowa Region 28E
 - H. Approval of FY2024 Optimae Life Services Lease Agreement
 - I. Personnel Actions:
 1. County Attorney (1)
 - J. Minutes for Regular Meeting on May 16th, 2023
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Session to follow the meeting:

BOS / City of Burlington

RE: Dankwardt Playground Funding

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] CO-DesMoines-FY23
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		
Customer Address 513 N Main St, Burlington IA 52601		
Customer MOU Contact ("Customer Notice Address"): Colin Gerst 513 N Main St Burlington IA 52601 319-753-8238 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"> 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". 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: Shane A. McCampbell

Title: Board of Supervisors, Chair

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.



Southeast Iowa Regional Housing Authority
218 N 3rd Street, Suite 309
Burlington, IA 52601
PH 319-753-5109
FX 319-752-8008

05/16/2023

Tom Broecker
Des Moines County Board of Supervisors
513 N Main St
Burlington, Iowa 52601

Dear Mr. Broecker,

The Southeast Iowa Regional Housing Authority currently has one vacancy on its Board of Commissioners. Ms. Mary Steffener of Iowa State University Extension Office – Des Moines County has expressed an interest in serving on the Housing Authority board. The Southeast Iowa Regional Housing Authority administers the Section 8 Housing Choice Voucher Tenant-Based Rental Assistance Program throughout the 4 – county region; Des Moines County, Henry County, Lee County, and Louisa County. With the exceptions of 3 cities within those counties; Burlington, Fort Madison, and Keokuk.

On behalf of the Southeast Iowa Regional Housing Authority, I hereby respectfully request the appointment of Ms. Steffener to serve as a Des Moines County representative. For confirmation, Ms. Steffener can be reached at:

Iowa State University Extension Office – Des Moines County
1700 W Mt Pleasant St
West Burlington, IA 52655
319- 671-7165

Please e-mail determination of this action to kfraise@seirha.com at the earliest possible convenience.

If you have any questions or concerns regarding this matter, please feel free to contact our office. Thank you for your time.

Sincerely,

Katelyn Fraise
Executive Director

**APPLICATION FOR FIREWORKS PERMIT
UNINCORPORATED AREAS OF DES MOINES COUNTY, IOWA**

Submit To: Des Moines County Auditor, Courthouse, 513 N. Main, Burlington, Iowa 52601

APPLICANT (MUNICIPALITY, FAIR ASSOCIATION, AMUSEMENT PARK, ORGANIZATION, GROUP OF

INDIVIDUALS) J&M Displays, Inc. applying for Gary Hoyer Display PHONE: 319-394-2655

ADDRESS OF APPLICANT: 18064 170th Ave., Yarmouth, IA 52660

NAME OF APPLICANT'S REPRESENTATIVE COMPLETING APPLICATION: Susan Skalinski

REPRESENTATIVE'S DATE OF BIRTH (DOB): 1958

DATE/TIME OF DISPLAY INCL. RAIN DATE: June 30th, 2023 Approx 10:05 pm

LOCATION OF DISPLAY: Spirit Hollow

DETAILED DESCRIPTION OF DISPLAY See Attached

OPERATOR (Name and DOB) David Oetken PHONE: 319-457-1405

ADDRESS: 18064 170th Ave., Yarmouth, IA 52660

Qualifications of Operator (Copy of proof must be attached)

1. Pyrotechnic Guild International, Inc. / American Pyrotechnic Association certification
2. Other formal fireworks safety training. Please specify: IL Lic.

Fire Prevention Measures: Water extinguishers, cell phones, spotters

I Mark Crooks, being Fire Marshal of the Burlington Fire Department,
Union Township, do hereby approve of the display, location and fire prevention measures
for this Fireworks display. Fire Chief/ Designee Signature & Date [Signature] 5/17/23

I hereby affirm that I understand that no person shall handle or explode Fireworks while under the influence of alcohol, narcotics, or drugs which could adversely affect judgment, movements, or stability; that no person will set up or explode Fireworks after 11:00 pm; that no person will set up or explode Fireworks who is not 18 and qualified as set out above or who is not under the direct supervision of the Operator; that the Operator will conduct a thorough search for any unexploded Fireworks or fuses; that any unexploded Fireworks will be stored or disposed of in a safe manner; and that the Sponsor, Operator, and I will follow its terms and the laws of the State of Iowa. Further, I specifically agree to protect, defend, and hold Des Moines County, Iowa, its officers and employees, and the Fire Chief/designee who signs this application harmless from any and all damages or claims for damages that might arise or accrue by reason of the granting of the permit for which I am applying.

Signature of Applicant & Date

This Application (is) (is not) approved by the Des Moines County Board of Supervisors on the
_____ day of _____, _____.

Chairperson, Des Moines County Board of Supervisors

Copy to: Des Moines County Sheriff; Fire Chief; Police Dispatch



State of Iowa

Alcoholic Beverages Division

App-180698

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
APRES BAR CO LLC	Apres Bar Co	(515) 789-0044		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
18876 111th Avenue		Sperry	Des Moines	52650
MAILING ADDRESS	CITY	STATE	ZIP	
3610 Holcomb AvenueBeaverdale	Des Moines	Iowa	50310	

Contact Person

NAME	PHONE	EMAIL
Jillian Harrington	(515) 422-4224	admin@apresbarco.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
May 30, 2023	June 3, 2023	

SUB-PERMIT

Class C Retail Alcohol License



PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

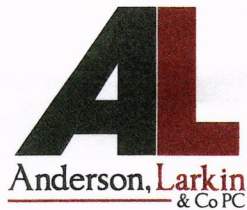
Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jillian Harrington	Des Moines	Iowa	50310	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Illinois Casualty Co	May 30, 2023	May 29, 2024
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE



ANDERSON, LARKIN & CO., P.C.
Certified Public Accountants
"Your Success Is Our Business."

Kenneth E. Crosser, CPA
April D. Crosser, CPA
Michael J. Podliska, CPA
Alexander T. Barr, CPA

April 4, 2023

Board of Supervisors
Des Moines County, Iowa
P.O. Box 784
Burlington, Iowa 52601

We are pleased to confirm our understanding of the services we are to provide Des Moines County, Iowa for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of Des Moines County, Iowa as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Des Moines County, Iowa's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Des Moines County, Iowa's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of the County's Proportionate Share of the Net Pension Liability
- 4) Schedule of County Contributions
- 5) Schedule of the Changes in the County's Total Other Post-Employment Benefits Liability, Related Ratios and Notes

We have also been engaged to report on supplementary information other than RSI that accompanies Des Moines County, Iowa's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining Schedules
- 2) Schedule of Revenues by Sources and Expenditures by Function
- 3) Schedule of Expenditures of Federal Awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste and abuse in financial audits nor do they expect auditors provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or non-compliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Risks related to the proper expenditure of grant funding.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Des Moines County, Iowa's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Des Moines County, Iowa's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate

to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Des Moines County, Iowa's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and related notes of Des Moines County, Iowa in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. We will also propose journal entries and maintain your depreciation schedule from information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibilities for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal statutes) rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditure of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements;

schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous

financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anderson, Larkin & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your Regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson, Larkin & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by your Regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michael Podliska is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in September or October of 2023 and to issue our reports no later than March 31, 2024.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$52,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as follows: ½ due upon completion of fieldwork and ½ due upon delivery of the final audit reports and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the officials of Des Moines County, Iowa. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Des Moines County, Iowa and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

ANDERSON, LARKIN & CO., P.C.

Anderson, Larkin & CO., P.C.

RESPONSE:

This letter correctly sets forth the understanding of Des Moines County, Iowa.

County Auditor signature: _____

Board of Supervisor signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

28E AGREEMENT FOR MENTAL HEALTH AGENCY OF SOUTHEAST IOWA

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and hereby join together to voluntarily form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as the Mental Health Agency of Southeast Iowa.

SECTION 1: IDENTITY OF THE PARTIES

The undersigned counties are political subdivisions and constitute "public agencies" as defined in Iowa Code section 28E.2. The member counties are: Appanoose, Davis, Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa, Mahaska, Monroe, Van Buren, Wapello, and Washington. County membership may, however, change from time to time as provided in this Agreement and the current member counties at any time shall be referred to as the "member counties" in this Agreement.

SECTION 2: PURPOSE AND GOALS

The member counties entered into this 28E Agreement to create a mental health and disability service region as described in the Iowa Code to provide local access to mental health and disability services for adults and behavioral health services to children and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged.

SECTION 3: TERM AND TERMINATION

3.1 Term. This Agreement shall be effective when the undersigned initial member counties, as listed in Section 1 execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (the "Effective Date").

3.2 Termination. The term of this Agreement shall be perpetual, unless terminated by:

- a) a repeal or amendment of the Iowa Code sections that result in the elimination of a statutory requirement for mental health services to be provided through a regional format; **and**
- b) a majority of the member counties approve termination of the region.

*Indicates the passage of legislative and/or Iowa Code changes to Region structure and implementation of the legislative revision. Transition to new legislated language will take place within the specified timeframes indicated in legislation or as per direction from Iowa Department of Health and Human Services.

3.3 Initiation of Region. In the event the Agreement is terminated as provided in Section 3.2, the Mental Health Agency of Southeast Iowa Governing Board shall begin disbanding the Region. If all the requirements in Section 3.2 are met by or on December 1 of any year, then this Agreement will terminate effective for the succeeding June 30th. If all the requirements in Section 3.2 are met after December 1 of any year, then this Agreement will terminate effective one calendar year from the succeeding June 30th.

3.4 Distribution of Assets. In the event this Agreement is terminated and the Mental Health Agency of Southeast Iowa is dissolved, all real property purchased by the Region shall be liquidated for cash value and placed in the Combined/Fiscal Agent account. All assets of the Mental Health Agency of Southeast Iowa then shall be dispersed per code back to the State of Iowa or as otherwise required by law.

SECTION 4: GOVERNANCE

4.1 Governing Board Directors: The Governing Board of Directors shall contain the following Directors:

a) Each member county shall appoint one of its supervisors to serve as a Director on the Governing Board pursuant to Iowa Code section ***331.390(2)(a)**. The Board of Supervisors of each member county shall select its Director and he or she shall serve indefinitely at the pleasure of the county appointing the Director, until a successor is appointed, or until the earlier event that may include death, resignation, or the end of such person's service as a county supervisor. Any Director appointed under this Section may be removed for any reason by the county appointing the Director, upon written notice to the Region's Board of Directors, which notice shall designate a successor Director to fill the vacancy.

*a) Member counties shall have the discretion to appoint a total of six (6) elected officials pursuant to Iowa Code 225. The Directors shall be appointed by the member county elected official advisory committee described below, with such appointment to become effective upon approval by the Governing Board of the Region.

b) One individual who utilizes mental health and disability services or is an actively involved relative of such an individual shall be appointed pursuant to Iowa Code section ***331.390(2)(b)**. This Director shall be appointed by the adult advisory committee described below, with such appointment to become effective upon approval by the Governing Board of the Mental Health Agency of Southeast Iowa. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with

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appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.

c) One individual representing adult service providers in the Region shall be appointed pursuant to Iowa Code section *331.390(2)(d). This Director shall be appointed by the adult advisory committee described below, with such appointment to become effective upon approval by the Governing Board of the Region. This Director shall serve in an ex-officio/*voting capacity. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.

d) One individual representing children's behavioral health service providers in the Mental Health Agency of Southeast Iowa shall be appointed pursuant to Iowa Code section *331.390(2)(e). This Director shall be designated by the Mental Health Agency of Southeast Iowa's children's advisory committee described below, with such appointment effective upon approval by the Governing Board of the Mental Health Agency of Southeast Iowa. This Director shall serve in an ex-officio/*voting, capacity. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.

e) One individual representing the education system in the Region shall be appointed pursuant to Iowa Code section *331.390(2)(f). This Director shall be designated by the Region's children's advisory committee described below, with such appointment effective upon approval by the Governing Board of the Region. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.

f) One individual who is a parent of a child who utilizes children's behavioral health services or actively involved relatives of such children shall be appointed pursuant to Iowa Code section *331.390(2)(g). This Director shall be designated by the Region's children's advisory committee described below, with such appointment effective upon approval by the Governing Board of the Region. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.

*g) Pursuant to Iowa Code 225 one individual representing the judiciary in the Region shall be designated by the Chief Judge of the 8th Judicial District, with such appointment effective upon approval by the Governing Board of the Region. A Director can be reappointed for one or more additional terms.

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*h) Pursuant to Iowa Code 225 one individual representing law enforcement in the Region shall be designated by the membership of the law enforcement agencies within the geography of the Region. The Region will solicit application for this representative from the leadership of each law enforcement agency. Once applications have been received within the identified 30 day timeframe, a call for vote will be requested from the leadership of each law enforcement agency based on the presentation of information from applications received. The applicant that receives the most votes (initially or via runoff election) shall be designated by law enforcement, with such appointment effective upon approval by the Governing Board of the Region. A Director can be reappointed for one or more additional terms.

i) The Governing Board shall not include employees of HHS or non-elected employees of the County.

4.2 Director Vacancies.

a) County-Appointed Elected Official Directors: If a vacancy occurs during the term of a county-appointed Director appointed pursuant to Iowa Code section *331.390(2)(a), due to death, resignation, or end of service as a county supervisor of such Director, the vacancy shall be filled within thirty (30) calendar days of its occurrence by the county having the right of appointment.

b) All Other Directors. If a vacancy occurs during the term of a Director appointed pursuant to Iowa Code section *331.390(2)(b), (d), (e), (f), or (g), due to death or resignation of such Director, the vacancy shall be filled within thirty (30) calendar days of notification of the occurrence by the committee having the duty of appointment. Such appointment to fill a vacancy shall become effective upon the approval of the Governing Board of the Mental Health Agency of Southeast Iowa.

4.3 Voting Procedures for Governing Board.

Each voting Director shall have one vote. A quorum must be present in order for the Mental Health Agency of Southeast Iowa Governing Board to take action. A quorum shall be *7 or 9 voting Directors. The Mental Health Agency of Southeast Iowa Governing Board shall take action by approval from the majority of the voting Directors present. Voting shall be done by voice vote or roll call vote when requested or required. This entity will be subject to open meeting requirements. That means any vote/meeting must meet the following rules. Only a person "attending" the meeting can vote. Attendance at an electronic meeting must follow this section: (or approved amendment thereof)

Iowa Code Chapter 21.8 Electronic meetings.

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- a) A governmental body may conduct a meeting by electronic means only in circumstances where such a meeting in person is impossible or impractical and only if the governmental body complies with all of the following:
 - 1. The governmental body provides public access to the conversation of the meeting to the extent reasonably possible.
 - 2. The governmental body complies with section 21.4. For the purpose of this paragraph, the place of the meeting is the place from which the communication originates or where public access is provided to the conversation.
 - 3. Minutes are kept of the meeting. The minutes shall include a statement explaining why a meeting in person was impossible or impractical.
- b) A meeting conducted in compliance with this section shall not be considered in violation of Iowa Code Chapter section 21.8.
- c) The Governing Board shall meet a minimum of quarterly each year.
- d) A meeting by electronic means may be conducted without complying with paragraph "a" of subsection 1 if conducted in accordance with all of the requirements for a closed session contained in Iowa Code Chapter section 21.5.

4.4 Board Officers. The Mental Health Agency of Southeast Iowa Governing Board shall organize itself and at its initial meeting elect a Chair, Vice-Chair and Secretary. Thereafter, at the first meeting each calendar year, the Mental Health Agency of Southeast Iowa Governing Board shall elect a Chair, Vice-Chair and Secretary for the next ensuing one (1) calendar year and can be re-elected for one or more additional terms.

- a) The Chair shall preside at the Board's meetings, preserve order and enforce this Agreement
- b) The Vice-Chair shall assist the Chair. During the temporary absence or disability of the Chair, the Vice-Chair shall discharge the duties of the Chair. Should the Chair be permanently absent or disabled, the Vice-Chair shall succeed to the office of the Chair.
- c) The Secretary- shall keep minutes of all Board meetings

4.5 Powers of the Governing Board. Except as otherwise provided in this Agreement, the Mental Health Agency of Southeast Iowa shall be under the direction and control of the Governing Board and the Chief Executive Officer. The Governing Board shall serve as the

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Regional Administrative Entity, as defined in Iowa Code Section *331.388(4). The Governing Board shall have each and all of the following powers:

- a) To contract with any public or private entity to provide all necessary services;
- b) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- c) Property that is proposed for acquisition or disposal must be identified and approved prior to taking any action. Only the Governing Board has the authority, whether by gift or purchase, to acquire and dispose of real property.
- d) Property that is acquired shall be titled in the name of the Mental Health Agency of Southeast Iowa for the use and benefit of the Region.
- e) To establish a system of accounting and budgeting, and a system for receiving payments;
- f) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
- g) To sue and be sued; to pursue and defend lawsuits, and/or engage in mediation and/or arbitration.
- h) To make and enforce bylaws or rules and regulations for the management and operation of the Region's business and affairs;
- i) To do and perform any acts authorized by the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity;
- j) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- k) To receive funds from each member county as set forth in this Agreement;
- l) To accept grants, contributions or loans from Federal, State or local agencies;
- m) To establish the times and places for business meetings and educational conferences, and set agendas for those meetings and conferences;
- n) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement; and
- o) To participate in the planning and implementation of the Strategic Plan for the region

The Governing Board may delegate any of these powers to the Chief Executive Officer and/or Region designated staff as the Governing Board deems necessary. The Governing Board may adopt such policies, rules, regulations and actions not inconsistent with law or this Agreement.

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4.6 Appointment of Committees

Members of any committee of the Region shall be appointed by the Governing Board. Committee members shall serve indefinitely at the pleasure of the Governing Board, until a successor is appointed, or until the earlier event that may include death or resignation of such committee member.

4.7 Duties of Committees

The Adult Advisory Committee, as appointed by the Governing Board, shall have a minimum of 5 members. The committee members shall be: adults who utilize services or actively involved relatives of such individuals, service providers, and others as identified by the Governing Board. The Governing Board will be represented at the adult advisory committee meetings by the Chief Executive Officer or designate to act in a supportive role to the Adult Advisory Committee members via communicating procedural requirements, assisting in information finding, and advising on relevant matters pertaining to the work of the Region. The Adult Advisory Committee shall advise the Governing Board as requested by the Governing Board and shall make designations to the Governing Board as requested due to vacancy of an Adult Advisory Director position that requires Adult Advisory committee designation.

The Children's Advisory Committee, as appointed by the Governing Board, shall have a minimum of 10 members. The committee members shall be: parents of children who utilize services or actively involved relatives of such children, a member of the education system, an early childhood advocate, a child welfare advocate, a children's behavioral health service provider, a member of the juvenile court, a pediatrician/Medical Professional, a child care provider, a local law enforcement representative and a regional Governing Board Member. The Governing Board will also be represented at the children's advisory committee meetings by the Chief Executive Officer or designate to act in a supportive role to the Children's Advisory Committee members via communicating procedural requirements, assisting in information finding, and advising on relevant matters pertaining to the work of the Region. The Children's Advisory Committee shall advise the Governing Board as requested by the Governing Board and shall make designations to the Governing Board as requested due to vacancy of a Children's Advisory Director position that requires Children's Advisory committee designation.

***The Elected Official Advisory Committee**, as appointed by the Governing Board, shall have one designated elected official from each member county. The Elected Official Committee shall advise the Governing Board as requested by the Governing Board and shall also make designations to the Governing Board to accommodate the six (6) Elected Official Directors allowable by Iowa Code 225 and as per any prescribed processes thereof.

The Region Finance Committee, as appointed by the Governing Board, shall have at minimum two elected officials, two provider representatives, two individuals with lived

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experience or family representatives thereof, the CEO, and Region assigned financial/operational administrator(s). The role of the Finance Committee is to review budgetary financial matters of the Mental Health Agency of Southeast Iowa and advise the Region Governing Board of budget development and financial risk management strategies while adhering to the mandates of the Region and obligations as specified in the Department of Health and Human Services Performance Based Contract.

The Governing Board may take action to create additional committees for various other purposes, as it deems appropriate

4.8 Methods for Dispute Resolution

An internal dispute which cannot be resolved shall mean any action which the Mental Health Agency of Southeast Iowa must take and for which no agreement on the particular action to be taken has been determined through the process set forth under this Agreement and such determination of action has remained unresolved for 60 business days.

In the event an internal dispute arises amongst or between the Mental Health Agency of Southeast Iowa Governing Board, the Chief Executive Officer or any of the member counties, which cannot be resolved, the following dispute resolution shall be used:

- a) Mediation conducted pursuant to Chapter 679C of the Iowa Code;
- b) If after which the dispute remains unresolved, arbitration shall be conducted pursuant to Chapter 679A of the Iowa Code;
- c) The cost of mediation/arbitration shall be equally paid by the Region and the member county(s) seeking mediation/arbitration.

This section applies only to the business of the Region. Such arbitration awarded shall be final and binding on all parties.

SECTION 5: MEMBER COUNTIES

5.1 Specification , Requirements. Obligations. Expectations of Member Counties The member Counties agree to the following:

- a) To respond to reasonable requests to make local records available to the Region for the purposes of this Agreement;
- b) To abide by decisions of the Governing Board
- c) To cooperate with local, state and federal agencies as appropriate

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- d) To provide sufficient office space for the performance of regional duties (any rent amount shall include all occupancy costs based on county comparable rental rates which include utilities and other agreed upon building expenses in a single monthly amount to be annualized).
- e) To provide county employees for Region designated work as agreed between the member county and the Governing Board.
- f) To contribute the member county's maximum maintenance of effort established by the state law unless otherwise specified by the Governing Board.
- g) To provide HIPAA and HITECH compliance and overall Risk Management

5.2 Decision that Require a Member Vote

The Mental Health Agency of Southeast Iowa Governing Board shall not have authority to, and they covenant and agree that they shall not, do, or cause the Region to do, any of the following acts without the prior consent of the Boards of Supervisors of a simple majority of the member counties:

- a) Permit any new member counties;
- b) Remove any member county (other than a voluntary withdrawal of a county as provided below)
- c) Terminate or amend for substantial cause notwithstanding Iowa Code; or
- d) Dissolve the Mental Health Agency of Southeast Iowa.

5.3 Member Voting Procedure

Any question related to the issues listed in Section 5.2 above may be presented to the member counties by resolution of the Mental Health Agency of Southeast Iowa Governing Board of the Mental Health Agency of Southeast Iowa by first adopting a recommendation on the issue and then submitting it to the individual member counties. A separate explanation of the reasons for the recommendation shall be included. Each member county desiring to vote upon the proposal shall do so by resolution of its Board of Supervisors and return of the same to Mental Health Agency of Southeast Iowa Governing Board Chair a copy of the resolution stating the County's vote within thirty (30) days of the date that the County received a copy of the proposal. Any member county not voting upon the proposal within this time shall be considered to have approved the proposal. If the proposal receives approval by majority of the member votes, it shall become effective immediately unless otherwise specified by resolution.

5.4 Additional Member Counties

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If a county wishes to become a member county of the Mental Health Agency of Southeast Iowa after the effective date, the county must make a written request to the Mental Health Agency of Southeast Iowa Governing Board. Such request will then be addressed through the Member Voting Procedure set forth in Section 5.2 and 5.3. If a new county's request is approved through such procedure, such new membership will not become effective until:

- a) the county provides a signature page to this Agreement and a resolution from its Board of Supervisors that it agrees to abide by the terms of this Agreement as set out herein and possess legal power and authority to do so; and
- b) if the new county's request has been properly approved and it has submitted the documentation in Section 5.4(a) prior to December 1st, then such membership shall become effective on the first day of the next fiscal year.
- c) The timing requirements in this subsection may be waived by the Mental Health Agency of Southeast Iowa Governing Board for cause.

The Department of Health and Human Services Director reserves the right to work with the Region Governing Board to place a county within the Region when necessary.

5.5 Member County Withdrawal/ Removal

a) Member County Withdrawal

Any member county, by resolution of its Board of Supervisors, may withdraw from the Region by giving written notice to the Region Governing Board no later than December 1st prior to the end of the fiscal year the withdrawal will be effective. Services of the Region shall continue to be provided to the withdrawing member county until the date of withdrawal, so long as such member county remains in good standing as provided in Section 5.6 below. Any withdrawing member county shall be entitled to retain county property as per the county asset inventory and to hold the Region harmless for such county property retention.

b) Member County Removal

If the Governing Board feels it is in the best interest of the Region for a member county to be removed from the Region, the Governing Board will pass a resolution to that effect and proceed under the Member Voting Procedure set forth in Section 5.3. for all remaining counties in the Region, except the county recommended for removal. A unanimous vote by all remaining counties in the Region will be required for removal to occur. Any removed member county shall be entitled to retain county property as per

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the county asset inventory and to hold the Region harmless for such county property retention.

c) Allocating Cash

A member county withdrawal or removal shall be allowed the cash flow percentage of the county's population according to the region's population indicated in the corresponding Fiscal year's Annual Service and Budget Plan as allowed by Iowa Code and as authorized by the Iowa Department of Health and Human Services. The Region finalized audit numbers shall be used for any allocation of funds. This subparagraph shall apply to all agreements in existence or entered into during Fiscal Year 23 or thereafter.

SECTION 6: Chief Executive Officer (CEO) and Staff

6.1 Selection Process for Chief Executive Officer (CEO)

The Chief Executive Officer (CEO), which is the single point of accountability for the region, shall be recruited, selected, and appointed by the Region Governing Board with consideration of the existing Region designated staff recommendation. The Region Governing Board will make this appointment the first Region Governing Board meeting of each calendar year or as necessary to expeditiously fill the open CEO position. If the CEO is not a current employee of a member county the Region identified Fiscal Agent county/financial management entity, designated independent entity, or Region created business entity will be the employer of record with Region approved benefits and personnel rules. The CEO domicile for public facing office space will be as directed by the Region Governing Board. The CEO shall report directly to the Region Governing Board.

The CEO shall divide the Region's responsibilities and additionally assigned duties amongst the member county(s) and/or Region employees. In situations of which a county employee is designated to do region work; there will be a Memorandum of Understanding between the Region Governing Board and the individual county member Board of Supervisors that will identify the individual employee(s), position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region. The Region Governing Board shall establish the salary and percentage of time for each region designated staff as identified by the CEO under the advisement of the Region Finance Committee upon full analysis of Region employee function need and financial frameworks. Until such time that this analysis can occur, currently established processes for member county employees performing Region designated work will be honored.

6.2 Performance Evaluation of Chief Executive Officer (CEO)

*Indicates the passage of legislative and/or Iowa Code changes to Region structure and implementation of the legislative revision. Transition to new legislated language will take place within the specified timeframes indicated in legislation or as per direction from Iowa Department of Health and Human Services.

The Region Governing Board shall conduct annual evaluations of the Chief Executive Officer, based on a written job description and performance measures that are contained in the policy and procedure manual for the region and/or as per the Performance Based Contract of the Region with the Department of Health and Human Services. The Region Governing Board may conduct additional evaluations of the CEO at any time, as it deems necessary. All evaluations shall be summarized in writing and submitted to the CEO's employer of record. In the event the Region Governing Board determines that it is not in the best interest of the Region for a particular person or persons to continue to serve as CEO, the Region Governing Board shall inform the CEO employer of record. The Region Governing Board will then have 30 days to select an interim or replacement to serve as the Chief Executive Officer.

In the event the Chief Executive Officer resigns, retires or otherwise has his or her employment terminated, the Governing Board shall select an interim or appoint a new Chief Executive Officer within thirty (30) days.

6.3 General functions and responsibilities of staff

The Region Governing Board shall approve all employment or contracts/MOUs for region employees. Staff shall include one or more coordinators of mental health and disability services and one or more children's behavioral health coordinators of mental health and disability services. A coordinator shall possess a bachelor's or higher level degree in a human services-related or administration-related field, including but not limited to social work, psychology, nursing, or public or business administration, from an accredited college or university. However, in lieu of a degree in public or business administration, a coordinator may provide documentation of relevant management experience.

All staff members performing services for the Region, including, but not limited to, the CEO, Executive Management Team members, Coordinators of Adult Disability Services, Children's Behavioral Health Coordinators, Administrative Assistants/clerks, etc., may remain employees of his or her respective county. In such case, there will be a Memorandum of Understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region. All cost associated with office space (including equipment and furnishings) will also be addressed in the county member/Region MOU.

The Governing Board may, by action, cause all employees performing duties or services for the Region to be employed by a single employer of record in lieu of remaining employees of their respective counties. The single employer of record may be a member county, the Fiscal Agent County or financial management entity, a designated independent entity, or the Governing Board may create its own employing entity. If such action is taken by the Region Governing

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Board, member counties will work with the Region to transition staff who will continue to perform Region duties or services to a single employer of record. If the Governing Board takes action to cause all employees performing Region duties or services to be employed by a single employer of record, the CEO shall work with the member counties to determine the locations of the office space (including equipment and furnishings) that best meets the needs of the Region. The location of office space shall be in publicly accessible buildings that serve as Region points of access. If the member county identifies the requested space is not available, or the CEO determines an alternative location will better serve the Region and its clients, other space will be secured and shall be paid by the Region. When office space is provided in county-controlled buildings, the member county shall provide access to the internet and telephone as requested and as per the appropriated cost to the region as identified in the MOU.

The Region intends to employ or contract for staff for the following functions and responsibilities:

- a) Communications, Public Education, and Marketing
- b) Strategic Plan Development
- c) Budget Planning and Financial Reports
- d) Operations - personnel, benefits, space, training, etc.
- e) Risk Management and Liability
- f) Compliance and Reporting
- g) Intake and Eligibility
- h) Resource and Referral
- i) Service Management
- j) Service Processing, Authorization and Access
- k) Provider Network- development, contracting, quality and performance
- l) Payment of Claims
- m) Utilization Review and Management
- n) Appeals and Grievances
- o) Information Technology
- p) HIPAA and HITECH

The Region Governing Board reserves the right to amend this list on its own motion without member approval as a non-substantive amendment as provided for in Section 8.1.

SECTION 7: REGION FINANCES

7.1 Management & Expenditure of Funding

*Indicates the passage of legislative and/or Iowa Code changes to Region structure and implementation of the legislative revision. Transition to new legislated language will take place within the specified timeframes indicated in legislation or as per direction from Iowa Department of Health and Human Services.

a) Fiscal Agent Appointment

The Region Governing Board will utilize a bid process for interested county auditors or other qualifying financial management entities to apply to become the fiscal agent of the region. The fiscal agent will be an appointed position. Withdrawal of appointed fiscal agent may occur upon a ninety (90) days prior written notice of termination to the Region Governing Board. In the event the Region Governing Board determines that it is not in the best interests of the Region for a Fiscal Agent to continue to serve in that capacity, the Region Governing Board shall inform the Fiscal Agent that the Region Governing Board may take action to rebid the Fiscal Agent function/position.

b) Fiscal Agent Bid Process

The Region Governing Board will accept a bid proposal that outlines how the county or financial management entity will establish a Region bank account separate from all other county or entity bank accounts. Applicants will be required to outline a process for accepting revenues, accepting claims, issuing warrants, reconciliation of warrants, reporting financial position to the Region Governing Board monthly, and identify the certified public accountant. The Mental Health Agency of Southeast Iowa Governing Board will retain the authority to approve the designated certified public accountant who will audit the Region account. The applicants will also provide an itemized estimated startup cost for establishing a Region bank account. If the fiscal agent is requesting an administration fee a justification for such request must be submitted.

c) Fiscal Agent Account

All revenue received by the Region for purposes related to the Region shall be deposited into the fiscal agent account within 30 calendar days of receipt of such funds. The state will distribute funds to regions in accordance with 25C.7A. Funds will be distributed in July, October, January, and April.

All expenditures for Region cost and non-Medicaid mental health and disability services and children's behavioral health services is under the control of the Region Governing Board and shall:

1. Be maintained to limit administrative burden and provide public transparency regarding financial processes.
2. Be maintained in the Region account
3. Be used to fund services in accordance with the regional service system management plan and the performance-based contract. The Regions account shall be managed and administered by the Chief Executive Officer, or designated

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staff and in compliance with the law, direction from the Region Governing Board, and other written policies of the Region.

Prospective and retrospective expenditure accounting of the fiscal agent account will be received by the CEO monthly and reported to the Region Governing Board for claims review and approval.

- Member County Sub funds
 - The Region Fiscal Agent Account will issue start-up payment to member county sub fund accounts using processes as directed by the Department of Health and Human Services to sufficiently make funds available July 1 of each fiscal year as described for employee salary and benefit costs indicated in the region and individual member county(s) Memorandum of Understanding executed document(s).

d) Administrative Funding and Resources:

Administrative costs shall be a component of the Region's budget. Such costs shall be paid through the process described in Section 7.1(c) and any funds or resources for administrative costs of the Region shall be collected through this same process.

e) Use of Savings for Reinvestment

The Region shall comply with Chapters 128 and 12C of the Iowa Code for deposit and investment of Region funds. Through the Region's budgeting and amendment processes, it shall strive to use budgetary accrued less expenditure funds for the development of additional services.

f) Cash Flow

An amount shall be reserved in the Fiscal Agent account to address cash flow obligations in the next fiscal year. The cash flow amount shall not exceed the amount indicated as per Iowa Code. Encumbrance of funds will be the methodology used to develop other services of the region as identified in the Mental Health Agency of Southeast Iowa Annual Service and Budget Plan when the Region is able to meet the requirements of encumbrance.

g) County Member Withdrawal/Removal Cash Flow

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Effective July 1, 2022 (or until such time that code language is modified) County Members subject to the procedure of withdrawal and removal as indicated in 5.5 (a) and (b) are subject to Region termination only at the beginning of a fiscal year. All cost associated with dispute resolution shall be the liability of the member county(s) and Region. It is the intent of the Region to mediate conflict amicably to preserve the continuity of the region as a whole. Any and all remaining funds are at the discretion of the Region Governing Board and as per the Department of Health and Human Services approved Region Annual Service and Budget Plan.

With this as factual basis, any county member(s) that becomes separated from the Mental Health Agency of Southeast Iowa shall forfeit their state allocated per capita contribution to the region as was designated in the Annual Service and Budget Plan for the current fiscal year. The same county member(s) will begin their membership with their subsequent identified region with their designated per capita contribution as per the subsequently identified region's Annual Service and Budget Plan. All per capita funds shall be remitted by the State of Iowa to the member county's identified Region fiscal agent account.

7.2 Process for Initial Funding to Begin Operations

Within 30 days of the Effective Date of this 28E, the Department of Health and Human Services shall transfer the initial per capita contribution to the Region, with such funds to be collected and expended through the process described in Section 7.1.

7.3 Process for Annual Independent Audit

The account of the Region shall be audited annually by a certified public accountant certified in the state of Iowa, as selected by the Fiscal Agent. All annual Region audits shall be remitted to the Department of Health and Human Services within the month in which the Region Governing Board takes action to receive and file the annual audit report.

7.4 Methods of Acquiring and Disposing of Real Property

- a) Property that is proposed for acquisition or disposal must be identified and approved prior to taking any action. Only the Governing Board has the authority, whether by gift of purchase, to acquire and dispose of real property.
- b) Prior to any action to acquire real property, the property, and all structures, if any, shall be inspected and tested for the identification of any contaminants, including asbestos, PCBs, underground storage tanks, hazardous wastes and other environmental concerns. If any contaminants are identified, a plan for their disposal or neutralization shall be included with the request to acquire subject property, including estimated costs and identification of responsibility for abatement.

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- c) All required renovations and /or alterations to make the property functionally in accordance with all applicable codes and current standards of use shall be evaluated with estimated cost to complete and source of funds identified prior to any action to acquire.
- d) Property that is acquired shall be titled in the name of Mental Health Agency of Southeast Iowa: for the use and benefit of the Region.
- e) If the Governing Board decides by a majority vote to dispose of real property that is no longer necessary to meeting the needs of the Region, the receipts from the sale or conveyance of real property shall be deposited in the Mental Health Agency of Southeast Iowa fund.

SECTION 8: SCOPE & AMENDMENTS

8.1 Amendments

The Mental Health Agency of Southeast Iowa Governing Board is authorized to make non-substantive amendments to this Agreement with a two-thirds vote of board members present. All other amendments to this Agreement shall be conducted through the member approval process described in Section 5.3 and in compliance with Iowa Code Chapter 28E, which includes filing all amendments with the Iowa Secretary of State.

8.2 Entire Agreement

This Agreement represents the entire 28E Agreement of the Mental Health Agency of Southeast Iowa.

8.3 Invalidity

If any one or more provisions of this Agreement are declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.

8.4 No Waiver

The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

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/

MENTAL HEALTH AGENCY OF SOUTHEAST IOWA

Des Moines County Board of Supervisors, Chairperson

Des Moines County Auditor

[illegible]

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ (Board of Supervisors, Chair) and _____ (County Auditor) to me personally known, _____ (Notary) who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Des Moines County, Iowa respectively; that the seal affixed hereto is the seal of Des Moines County, Iowa, by the authority of its Board of Supervisors and that said _____ (Board of Supervisors, Chair) and _____ (County Auditor) as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of Des Moines County, it and by them voluntarily executed.

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF DES MOINES
COUNTY APPROVING
MENTAL HEALTH AGENCY OF SOUTHEAST IOWA
REGION 28E
RESOLUTION #2023-026**

WHEREAS, Iowa Code 331 expresses the intent of the legislature that Mental Health and Disability Services shall be provided by counties operating together as Regions; and

WHEREAS, the Des Moines County Board of Supervisors has participated in the Southeast Iowa Link (SEIL) 28E Agreement as a member county; and

WHEREAS, the Des Moines County Board of Supervisors has been engaged in the development of the merged Mental Health Agency of Southeast Iowa Region 28E documents; and

WHEREAS, the Governing Board represented Counties of Appanoose, Davis, Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa, Mahaska, Monroe, Van Buren, Wapello, and Washington have approved the Mental Health Agency of Southeast Iowa 28E by way of roll call vote at their respective Mental Health and Disability Services Regions Governing Board meetings, and

BE IT RESOLVED that Des Moines County approves the Mental Health Agency of Southeast Iowa 28E.

PASSED AND ADOPTED this _____ day of _____ 2023.

Chairperson Board of Supervisors

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Board of Supervisors of Des Moines County, Iowa, at a regular meeting held on _____, _____ 2023, by the following vote:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

Clerk to the Board

**LEASE AGREEMENT BETWEEN DES MOINES COUNTY OPTIMAE LIFE SERVICES FOR
910 COTTONWOOD SUITE 1001 OFFICE SPACE**

This Commercial Lease Agreement ("Lease") is made and effective July 1, 2023, by and between DES MOINES COUNTY ("Landlord") and OPTIMAE LIFE SERVICES ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 910 COTTONWOOD, SUITE 1000, BURLINGTON, IOWA 52601 and legally described as follows (the "Building"):

Landlord makes available for lease a portion of the Building designated as OPTIMAE LIFE SERVICES, SUITE 1001 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained, and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning JULY 1, 2023, and ending JUNE 30, 2024. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of 12 MONTHS. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (30) days prior to the expiration of the Initial Term. The renewal term if mutually agreed upon between tenant and landlord shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$20,136 per year, payable in

installments of \$1,678.00 per month which shall include all maintenance costs. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at DES MOINES COUNTY, 513 N. MAIN ST, BURLINGTON, IOWA or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

B. The rental for the first renewal lease term, if created as permitted under this Lease, shall be \$20,136 per year payable in installments of \$1,678.00 per month.

3. Use.

Tenant covenants and agrees that during the term of this Agreement, it will use and occupy the premises exclusively for the provision of OPTIMAE Life Services. Where applicable, Tenant agrees to operate and maintain the property strictly in accordance with any/ all rules, standards, and regulations promulgated by the Iowa Department of Inspections and Appeals and the Iowa Department of Human Services, in accordance with all Federal, State, or Local laws, rules, standards, and resolutions applying to such operation, and shall obtain or maintain such licenses, approvals, and/or accreditation as may be required, and in keeping with the principles of ethical behavior.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing, or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, or to any corporation under common control with Tenant. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

The tenant takes the premises in their present condition. All repairs exceeding \$500.00 per occurrence will have prior approval of the County or its officially designated representative. The first \$500.00 (or less if the cost does not equal or exceed \$500.00) for each repair occurrence will be paid by the Tenant, and the balance remaining after payment of \$500.00 by Tenant will be paid by County. Tenant shall not do, nor cause to be done, any remodeling of existing structures, nor erection of new structures unless County gives prior consent. Tenant shall maintain said premises in a safe and serviceable condition, except for normal wear and tear, and will not permit the premises to be damaged by any act or negligence of Tenant, its agents, or employees. The tenant will be responsible for daily and routine cleaning.

County would suggest the Tenant utilize the following items as a guide to successful daily operations:

- Practice of closing and locking of all doors when rooms or said leased space is not occupied by Optima Life Service staff per safety and security purposes.
- Outdoor areas including all porches and furniture shall be kept clean and free of debris and weeds to provide a safe environment.
- Provide timely and accurate work orders to Des Moines County Maintenance.
- The property will be kept clean.
- Inspections will be performed by County officials.
- General building and grounds maintenance issues will be handled by Des Moines County, all concerns shall be directed to the County Maintenance Supervisor

6. Alterations and Improvements.

The tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises and fasten the same to the premises.

Tenant shall keep an up-to-date inventory of the personal property leased hereunder, notifying County of any losses, thefts, destruction, or contemplated disposal of personal property not needed for the operation of the Leased Premises or welfare of the individuals. Any replacement of Leased Premises property purchased by Tenant during the term of this lease shall remain with County upon termination of the Agreement. The tenant shall have the right to use all furniture, equipment, and other personal property located in Leased Premises. Equipment purchased by Tenant not reimbursed or otherwise paid for by County (except for items purchased to replace original items on the inventory) and perishables (e.g. – food, office, medical, and cleaning supplies) for the operation of OPTIMAE services shall remain the property of Tenant. The County has the right to make an independent inventory of its personal property at any time.

7. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance. The tenant shall pay for fire monitoring services for the property.

B. County shall insure the building and personal property against hazards and casualties, including fire and extended coverage; County shall also maintain general liability insurance covering its potential liability for any property damage or bodily injury for which it may be responsible as owner. Tenant shall keep in full force and effect during the term of this lease general liability insurance, as well as professional malpractice insurance covering those employees as is warranted, naming Des Moines County as an additional insured. During the period of this

Agreement, Tenant and Des Moines County shall hold each other harmless from any liability or responsibility for the acts or omissions of any of their respective employees or agents.

8. Utilities.

Des Moines County shall pay Utilities Electric, gas, water, sewer, and garbage. The tenant is responsible for other services such as phone, internet, cable, etc.

Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenants shall not use any equipment or devices that utilize excessive electrical energy, or which may, in the Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

9. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

10. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Des Moines County shall have the right to enter upon the Leased Premises at any time for emergency purposes. Des Moines County Maintenance is the point of contact and issuer for Keys and Security Access badges/key fobs. Tenant representatives and/or tenants' employees shall agree to all terms and conditions within the Security badge/key fob and Key Agreements signed at time of issuance.

11. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests, and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Separate structured parking, if any, located about the Building is reserved for tenants of the Building.

12. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

The consumption or possession of alcoholic beverages or illegal drugs by tenants or visitors is not allowed anywhere on or near the premises of OPTIMAE Life Services, which includes but is not limited to, the inside of vehicles, rooms, and all common areas.

Tenants and visitors are not to be on or near the OPTIMAE Life Services while under the influence of alcohol or drugs. Anyone who witnesses signs of alcohol or drug abuse has an obligation to report it to management, to protect the well-being of other people.

Tenant or guests will not permit the dwelling to be used for, engage, or to facilitate criminal activity including drug related criminal activity on or near the premises.

Smoking- Tenant, guest, or other people under Tenant's control shall not smoke anywhere in the building. Smoking is permitted outside, in designated areas only per Iowa Smoke Free Air Act.

Candles- Tenants shall not burn candles, or start any open flames, anywhere in the building or on the property.

Any violation of the above may lead to an immediate termination of agreement and eviction.

To allow no fish, birds, reptiles, animals nor pets of any kind [except for assistive animals] anywhere on premises at any time without prior written permission from DMC maintenance. To report to DMC maintenance any pets seen anywhere on the premises. May not keep pets even temporarily belonging to another person at any time for any reason.

Assistive Animals: Potential tenants must prove [Through State Law] the need for an assistive animal and there will be no more than one assistive animal per unit. No assistive animal can be harmful to others. The assistive animal must be crated at all times when Tenant is absent from the unit. The size of the crate must be of adequate size to allow freedom of movement. If the assistive animal is a cat, the Tenant must provide a veterinary certificate stating the front claws have been removed. Tenants must provide a veterinary certificate stating that all assistive animals have been spayed or neutered. Tenant must show that the animals are current with necessary vaccines. Carpet must be professionally cleaned and treated as necessary for pest infestation if it is so recommended by pest control professionals at the Tenants expense. Tenants are responsible to walk assistive animal only in designated areas. Any waste left by animals must be collected and disposed of appropriately by the Tenant. Assistive animals must be always on a leash in public or common areas.

13. Damage and Destruction.

Subject to Section 7 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes unless otherwise provided for in Section 7. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control, and which renders the Leased Premises, or any appurtenance thereto, inoperable, or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

TERMINATION AND AMENDMENT.

Either party to this Agreement shall have the right to terminate this Agreement for cause upon giving a ninety (90) day prior notice in writing. The first thirty (30) days after a notice of termination for cause may be used to correct and cure the causes listed in the notice, thereby rescinding the termination. "Cause" shall be defined as including, but not limited to, the following: an increase in per diem not included in the Agreement or agreed to by both parties, documented abuse in violation of rules of Department of Inspections and Appeals or state law, or violation of the terms and conditions of this Agreement or any provision incorporated. This Agreement may be terminated immediately because of loss of license or bankruptcy.

County may amend this Agreement to comply with changes in state law or policy and shall give written notice to Provider of such amendment and its effective date.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination.

Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Des Moines County Auditor
513 N. Main
Burlington, Iowa 52601

If to Tenant to:

Optimae Life Services
James Maize
301 West Burlington Avenue
Fairfield, Iowa 52556

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

20. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

21. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

22. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than ninety (90) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

23. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises.

24. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly

executed by both parties.

25. Governing Law.

This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

BY DES MOINES COUNTY:

Mr. Shane McCampbell, Chairman
Des Moines County Board of Supervisors

Date

Mr. Thomas Broeker, Vice-Chairman
Des Moines County Board of Supervisors

Date

Mr. Jim Cary, Member
Des Moines County Board of Supervisors

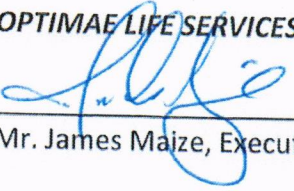
Date

ATTEST:

Ms. Sara Doty
Des Moines County Auditor

Date

OPTIMAE LIFE SERVICES:



Mr. James Maize, Executive Director

5/19/23

Date

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Nathaniel Bennett

Employee #: _____

Title: Legal Intern

Department: _____

County Attorney

STATUS CHANGES

TERMINATION

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

Last Day Worked _____

Add Vacation Days 0 to _____

Add Sick Days 0 to _____

Add Other Days 0 to _____

Last Day Paid _____

Unpaid Days _____ Personal hrs _____

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 hourly 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

☐ Reclassification ☐ Demotion
☐ Anniversary ☐ Reduction
☐ Promotion ☐ Suspension
☐ Probationary ☒ Other, Explain


Part time Legal Intern-8 week program - \$20.00 per hour

0001-04-1100-000-10020 - Effective 5-24-23

Previous Rate _____ New Rate _____

Previous Job Title: (if changed) _____

Effective Date: _____

Authorized by: 

Authorized by: _____

Department: County Attorney

Department: _____

Date: 5-19-23

Date: _____

Pay Period Ending: _____

Payroll Date: _____

May 16, 2023

The Des Moines County Board of Supervisors met in regular session at the Court House in Burlington at 9 AM on Tuesday, May 16, 2023, with Chair Shane McCampbell, Vice-Chair Tom Broeker and Member Jim Cary present. 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: Public Health Director Christa Poggemiller reported the Public Health Department remains busy. Maintenance Director Rodney Bliesener stated the Jail project is still in process. County Recorder Natalie Steffener reported the digitization project is done with their third stage. She is now in contact with the Tyler programmers to get it uploaded to our system. Assistant County Attorney Trent Henkelvig reported the County Attorney's Office remains busy. Conservation Director Chris Lee stated the Mississippi River levels are starting to go down. Conservation is currently working on doing some spring clean up at the shops. Land Use Administrator Zach James and Assistant Land Use Administrator Jarred Lassiter have a work session following the meeting. IT Director Colin Gerst reported his office is busy. Sheriff Kevin Glendening reported the Crime Commission met at the jail this morning. They are working on handling fire situations if they were to occur. The jail population is 79. County Auditor Sara Doty reported she is wrapping up the end of the Fiscal Year for payroll and insurance processes. She is requesting the Department Heads to turn in their appointment letters. The Auditor's Office is still accepting food for the food drive through the month of May. County Engineer Brian Carter stated Bridgeport Road is now open. His crew is in the process of reshaping gravel roads in the County. County wide dust control should begin next week.

No correspondence received.

Approval of Resolution #2023-025 and Final Plat for 1st Addition to Leonardale Subdivision was presented. Assistant Land Use Administrator Jarred Lassiter spoke on this Resolution. Cary made a motion to approve and was seconded by Broeker.

INSERT RESOLUTION #2023-025

Approval of a Class C Liquor License at Myers Tree Farm on 5/27/23 was presented. Broeker made a motion to approve and seconded by Cary.

Approval of a Class C Liquor License at Barn on the Ridge on 6/17/23 was presented. Cary made a motion to approve and was seconded by Broeker.

Approval of Accounts Payable Claims in the amount of \$1,217,357.44 was presented. Broeker made a motion to approve and was seconded by Cary.

Approval of Payroll Reimbursement Claims in the amount of \$864.43 was presented. Broeker made a motion to approve and was seconded by Cary.

Personnel Actions – Sheriff – Thomas Plein, Resignation effective 5/10/2023. Cary made a motion to approve and was seconded by Broeker.

Reports received and filed in the Auditor's Office:
Sheriff's Monthly Report of Fees Collected, April 2023
Clerks Report of Fees Collected, April 2023

Broeker motioned to approve the May 9, 2023, regular meeting minutes and seconded by Cary.

Broeker attended a SEIL and Emergency Food & Shelter Program meeting. Cary attended a RUSS meeting, and McCampbell attended a Workforce Development meeting.

The meeting was adjourned at 9:33 AM.

Following the meeting a work session was held with SEIRPC to discuss the Wind & Solar Ordinance.

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

Shane McCampbell, Chair
Attest: Sara Doty, Auditor