

The Board of Supervisors met on 12/15/20 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lisa Heddens, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyiowa.gov). Murken read the special note to the public: due to recommendations for social distancing in order to help slow the spread of the COVID-19 virus and limited space, the meeting will be provided via Zoom originating from the Story County Administration Building.

ADOPTION OF AGENDA: Heddens moved, Olson seconded adopting the agenda as changed. Motion carried unanimously (MCU) on a roll call vote.

UPDATES ON COVID-19: Heddens reported on the most recent caseload statistics.

REQUESTS TO HAVE ON-GOING ACCESS TO TRAVEL ON STORY COUNTY ROADS WITH A STRUCTURE, WHEN THE PROPER MOVING PERMIT APPLICATION PROCESS IS FOLLOWED FOR FERNEAU & SONS HOUSE MOVING & RAISING, LLC – Kevin Ferneau, owner of Ferneau & Sons House Moving & Raising LLC, stated he was denied a permit in October and told to use Highway 30 only. However, according to Ferneau, the State does not want his business to use Highway 30. Ferneau reported on his route. Discussion took place. Engineer Darren Moon reported on background information and permit denial. Additional discussion took place. The Board supports the Engineer and his staff. Murken read an email sent to Ferneau to 2013 documenting he was notified of his infractions. Murken asked for action from the Board. Olson moved, Heddens seconded to affirm it is the County Engineer's responsibility to issue permits based on expertise, knowledge, and concerns about each individual application and/or permit. Roll call vote. (MCU)

EMERGENCY MANAGEMENT QUARTERLY REPORT – Keith Morgan highlighted items from his submitted written report.

MINUTES: 12/8/20 Minutes – Olson moved, Heddens seconded of minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 12/20/20, in a) Facilities Management for Kelly Ruther @ \$19.98/hr; b) Planning and Development for Stephanie Jones @ \$20.71/hr; c) Sheriff's Office for Clark Blau @ \$2,450.40/bw; Emily Carlson @ \$2,033.60/bw; Stephanie Cunningham @ \$1,887.20/bw; Cody Hamilton @ \$2,295.20/bw; Aaron Kester @ \$2,748.00/bw; Loretta Smith @ \$2,232.00/bw. Heddens moved, Olson seconded the approval of Personnel Actions. Roll call vote. (MCU)

Olson moved, Heddens seconded the approval of Consent Agenda as presented.

1. Final Pay Voucher for Progressive Structures LLC., for Box Culvert Project #L-C26--73-85
2. Final Pay Voucher for Progressive Structures LLC., for Bridge Project #L-LIN--73-85
3. Renewal of Contract between Story County and Protex Central for fire suppression inspection, effective 1/1/21-12/31/21, for \$1,010.00
4. Resolution #21-46, Assessed/Taxable Values of Utility Companies for 2020 – Payable in 2021-2022 fiscal year
5. Story County Veterans Affairs Commissioners Guidelines, adopted 12/9/20
6. Master License and Services Agreement between HomeWAV, LLC and Story County, effective 12/15/20, at no cost

Roll call vote. (MCU)

TEMPORARILY EXTENDING BENEFITS PROVIDED BY THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT TO THE END OF FEBRUARY 2021 IF CONGRESS DOES NOT TAKE ACTION PRIOR TO THE EXPIRATION DATE OF DECEMBER 31, 2020 – Alissa Wignall, Internal Operations and Human Resources Director, reported that all Families First Coronavirus Response Act (FFCRA) leave benefits, including the eighty hours of Covid-19 leave (EPSL) and EFMLA were created by a time-limited statutory authority and are set to expire on December 31, 2020. There are currently no discussions of extending or amending benefits in Congress. Wignall is requesting the Board extend the benefits to the end of February 2021, if Congress does not act on this issue prior to the expiration date. Heddens moved, Olson seconded the approval of the Temporarily Extending benefits provided by the FFCRA to the end of February 2021. Roll call vote. (MCU)

REVISED TEMPORARY EMPLOYMENT PRACTICES AND POLICIES IN RESPONSE TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC – Alissa Wignall, Internal Operations and Human Resources Director, reported on changes regarding identification and isolation of employees with COVID-19 symptoms, and recommended approval. Olson moved, Heddens seconded the approval of the Revised Temporary Employment Practices and Policies in Response to the Novel Coronavirus (COVID-19) Pandemic. Roll call vote. (MCU)

CONTRACT WITH COTT SYSTEMS, INC. TO SCAN AND HOST LAND RECORDS FOR \$19,995.00 (UN-BUDGETED) – Stacie Herridge, Recorder, reported on process and recommends approval; project to be paid for from the Recorder's Record Management Fund. Heddens moved, Olson seconded the approval of the Contract with Cott Systems, Inc. to scan and host land records for \$19,995.00. Heddens moved to amend the motion to include funding source is the Recorder's Record Management Fund, Olson seconded. Roll call vote. (MCU)

STORY COUNTY FUNDING ALLOCATION TO THE ANALYSIS OF SOCIAL SERVICES EVALUATION TEAM (ASSET) PROCESS FOR FY22 – moved to the following week.

DIRECTION REGARDING COUNTY SUPPORT FOR AMES CITY ASSESSOR POSITION – Murken reported the Ames Assessor is retiring and the City of Ames will explore options. Discussion took place. Olson reported on the process. Olson moved, Heddens seconded for the Auditor's Office to submit process change recommendations to the Board if the city chooses to retain its own Assessor. Roll call vote. (MCU)

FOR INSTALLATION OF FULL COURTROOM CONFERENCING SYSTEM AT THE JUSTICE CENTER - Joby Brogden, Facilities Management Director, provided an overview. Costs will be covered by federal money. Brogden stated he has met with the installation company and recommends approval. Discussion took place. Heddens moved, Olson seconded the approval for Installation of Full Courtroom Conferencing System at the Justice Center. Roll call vote. (MCU)

INFORMATION TECHNOLOGY QUARTERLY REPORT – Barbara Steinback highlighted items from her submitted written report.

UPCOMING AGENDA ITEMS: Murken reiterated the ASSET item will be considered next week. Heddens reported the Board of Health may have an item.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Board members reported on multiple meetings.

Olson moved, Heddens seconded to adjourn at 11:39 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
12/15/20

1. Originating From Administration Building, Story County Public Access Provided Via "Zoom" Meeting

SPECIAL NOTE TO THE PUBLIC: Due to recommendations to social distance in order to help slow the spread of the COVID-19 virus, the capacity of our meeting room is significantly limited. Therefore, public access to the meeting will be provided via Zoom.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone:

Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

To join the meeting by telephone:

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS

for more information on how to participate in meetings of the Story County Board of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. ADOPTION OF AGENDA:
6. UPDATES ON COVID-19
 - a) Staff
 - b)Supervisors
7. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda
8. DISCUSSION AND CONSIDERATION OF ITEMS BROUGHT BEFORE THE BOARD WITH REQUEST FOR IMMEDIATE ACTION:
9. Discussion And Consideration Of Requests To Have On-Going Access To Travel On Story County Roads With A Structure, When The Proper Moving Permit Application Process Is Followed For Ferneau & Sons House Moving & Raising, LLC - Kevin Ferneau

Department Submitting Auditor

Documents:

10. AGENCY REPORTS:

I. Emergency Management Quarterly Report - Submitted Report

Department Submitting Auditor

Documents:

EMA.PDF

11. CONSIDERATION OF MINUTES:

I. 12/8/20 Minutes

Department Submitting Auditor

12. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)pay adjustment, effective 12/20/20, in a)Facilities Management for Kelly Ruther @ \$19.98/hr; b)Planning and Development for Stephanie Jones @ \$20.71/hr; c)Sheriff's Office for Clark Blau @ \$2,450.40/bw; Emily Carlson @ \$2,033.60/bw; Stephanie Cunningham @ \$1,887.20/bw; Cody Hamilton @ \$2,295.20/bw; Aaron Kester @ \$2,748.00/bw; Loretta Smith @ \$2,232.00/bw

Department Submitting HR

13. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Final Pay Voucher For Progressive Structures LLC., Box Culvert Project #L-C26--73-85

Department Submitting Engineer

Documents:

PROGRESSIVE STRUCTURES FPV BOX CULVERT.PDF

II. Consideration Of Final Pay Voucher For Progressive Structures LLC., For Bridge Project #L-LIN--73-85

Department Submitting Engineer

Documents:

PROGRESSIVE STRUCTURES FPV BRIDGE.PDF

III. Consideration Of Renewal Of Contract Between Story County And Protex Central For

Fire Suppression Inspection Effective 1/1/21 - 12/31/21 For \$1,010.00

Department Submitting Information Technology

Documents:

PROTEX FIRE INSPECTION.PDF

IV. Consideration Of Resolution #21-46, Assessed/Taxable Values Of Utility Companies For 2020 – Payable In 2021-2022 Fiscal Year

Department Submitting Auditor

Documents:

RES2146.PDF

V. Consideration Of Story County Veterans Affairs Commissioners Guidelines Adopted 12/9/20

Department Submitting Veterans Affairs

Documents:

VA COMMISSION GUIDELINES 2020.PDF

VI. Consideration Of Master License And Services Agreement Between HomeWAV, LLC And Story County Effective 12/15/2020 No Charge

Department Submitting Sheriff

Documents:

19700.PDF

14. PUBLIC HEARING ITEMS:

15. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Temporarily Extending Benefits Provided By The Families First Coronavirus Response Act To The End Of February 2021 If Congress Does Not Take Action Prior To The Expiration Date Of December 31, 2020 - Alissa Wignall

Department Submitting Human Resources

Documents:

FFCRA TEMPORARY EXTENSION.PDF

- II. Discussion And Consideration Of Revised Temporary Employment Practices And Policies In Response To The Novel Coronavirus (COVID-19) Pandemic - Alissa Wignall

Department Submitting Human Resources

Documents:

TEMPORARY EMPLOYMENT PRACTICES AND POLICY
REVISED121020.PDF

- III. Discussion And Consideration Of Contract With Cott Systems, Inc. To Scan And Host Land Records For \$19,995 (Un-Budgeted)- Stacie Herridge

Department Submitting Recorder

Documents:

COTTNOVEMBER2020OIBPROJECT (002).PDF
REC RECORDS MNGT FUND STATUS DETAIL.PDF

- IV. Discussion And Consideration Of Story County Funding Allocation To The ASSET Process For FY 2021-22 – Sandra King

Department Submitting Board of Supervisors

Documents:

ASSET COUNTY FUNDING COMPARISON FY21 22.PDF

- V. Discussion And Direction Regarding County Support For Ames City Assessor Position – Linda Murken

Department Submitting Board of Supervisors

- VI. Discussion And Consideration For Installation Of Full Courtroom Conferencing System At The Justice Center - Joby Brogden

Department Submitting Auditor

Documents:

IA CO CRTS SCOPE OF WORK.PDF
SYSTEM INSTALLATION AND SIGN OFF.PDF

16. DEPARTMENTAL REPORTS:

- I. Information Technology Quarterly Report - Submitted Report

Department Submitting Auditor

Documents:

IT QTRLY RPRT.PDF

17. OTHER REPORTS:

18. UPCOMING AGENDA ITEMS:

19. PUBLIC FORUM #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

20. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

21. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

FERNEAU & SONS HOUSE MOVING & RAISING, LLC

2608-D Reed Avenue

Marshalltown, IA 50158

641-753-8060 641-751-3883 (cell)

December 10, 2020

Story County Engineer

837 N Avenue

Nevada, IA 50201

To: Darren Moon, Story County Engineer, and the Story County Board of Supervisors --

Subject: Ferneau & Sons House Moving & Raising, LLC, requests to have on-going access to travel on Story County roads with a structure (home, building, garage, etc), when the proper moving permit application process is followed.

I, Kevin Ferneau, owner of Ferneau & Sons House Moving & Raising, LLC, a reputable business of central Iowa, would like to add the above listed subject to the Agenda of the Board of Supervisors meeting scheduled on December 15, 2020 at 10:00 a.m.

Recently, through the application process of a Story County single move permit for a double-wide mobile home, it was brought to my attention that our company was banned from moving on Story County roads. This was not only discerning to me, but, surprising! To my knowledge, I have not received any official documentation to show this banning, which supposedly took place because of incidences that occurred back in the years of 2012 and 2013 under the ownership of my father, Robert Ferneau of Ferneau House Moving. Ferneau & Sons House Moving & Raising, LLC, was not established until the Spring of 2014. Since 2014, Ferneau & Sons House Moving & Raising, LLC, has been permitted to move the following structures in or through Story County with no concerns or mention of being banned:

Colo to Nevada hog building move – Fall 2014

2 Story home moved near Nevada – Winter 2015

Nevada to Maxwell garage move – Summer 2018

Move of single story home in Ames – Spring 2019

'Homes for Iowa' single story home move – Newton to Jefferson - Winter 2020

'Homes for Iowa' single story home move - Newton to Perry – Winter 2020

'Homes for Iowa' single story home move – Newton to Jefferson – Winter 2020

'Homes for Iowa' single story home move – Newton to Manning – Fall 2020

We have moved many homes throughout the State of Iowa in the past six years and have had good rapport with all counties we have had communications with and have travelled through. We have always paid permit fees and any other charges incurred because of these moves.

We need to be able to work things out with the County of Story for better travels in the future.
Thank You!

Sincerely,



Kevin Ferneau, Owner
Ferneau & Sons House Moving & Raising, LLC

Reviewed

APPROVED

DENIED

Board Member Initials: *JM*

Meeting Date: 12-15-2020

Follow-up action: _____



Keith Morgan, Coordinator

Melissa Spencer, Deputy Coordinator

Board of Supervisors Update

As Of Dec 10, 2020

Response:

COVID-19 response continues. Focus has shifted to supporting Story County Public Health planning and implementation of vaccination efforts while monitoring capacities within medical facilities. Resources at hospitals were stretched thin during the recent spike in COVID sickness and hospitalizations. The main resource in short supply was staffing both locally and nationally. Efforts are being made at the State level to secure agency staffing from national vendors, but local facilities are expected to maximize the availability of their staff through use of training waivers and other actions. Mary Greeley Medical Center continues to provide testing for residents of Story County and surrounding counties through their operation of a Test IA Clinic with significant support from the City of Ames. Testing moved to CIT's maintenance building allowing drive-through testing indoors. Story County Emergency Management continues to facilitate procurement of resources to support the Test IA Clinic from Homeland Security.

Access to the FEMA Individual Assistance closed on November 2nd. As of this report, 45 individuals received assistance through the Individual and Households Program for a total of \$160,374, 34 received Housing Assistance for a total of \$140,316, and 21 received Other Needs Assistance totaling \$20,059. This is a total of \$320,749 FEMA assistance going to families and individuals in Story County. Story County Emergency Management circulated an After Action Report which highlighted four main areas for improvement; Story County Emergency Operations Center (SCEOC) operations, damage assessment, volunteer management, and sheltering. The SCEOC action item focuses on the ability of the SCEOC to gather information from a jurisdiction that is impacted and manage the procurement of resources for an affected community. While Story County has a well-developed Continuity of Operations Plan to guide its actions to preserve its core functions during disasters, Story County could benefit from the development of an Emergency Operations Plan to manage an emergency response and damage assessment in rural areas. Emergency Management is developing templates for all jurisdictions to use to write emergency operations plans and looks forward to working with the Story County administration as they conduct this planning.

On Jan 7th, the STAR 1 search and rescue team was activated to assist with the search for an individual in Ames with dementia. The team rapidly responded and the individual was located soon after activation. Story County Emergency Management used social media to get the word out so the public could assist with locating the individual.

PREVENTION

PREPAREDNESS

RESPONSE

RECOVERY

MITIGATION

Proudly serving the communities of:

Ames – Cambridge – Collins – Colo – Gilbert – Huxley – Kelley – McCallsburg – Maxwell- Nevada
Roland – Sheldahl – Slater – Story City – Story County – Zearing

Planning:

Grant funding is being used by Emergency Management to hire a vendor to facilitate both Medical Surge and Vaccination Planning. This will be a community-wide planning effort involving the hospitals, schools, long-term care facilities, and local governments.

Revisions of ESF-9/Search and Rescue are under revision this year. Emergency Management is updating processes to utilization of Story County Sheriff's Office drone resources to support search efforts. Additionally, child abduction processes will be review to ensure they are current.

Recent activations of the SCEOC went relative well, but there were some lessons learned which are being integrated into revisions of the Stand Operating Guides (SOGs) by the Deputy Coordinator.

Preparedness:

Training

Lessons learned from the two recent activations of the SCEOC were integrated into three EOC staff training sessions in November. The value of having well trained staff was demonstrated during the derecho response. Emergency Management appreciates the support received from Story County through allowing its employees to participate in this training.

Exercises

An I-35 closure drill was done on Oct 17th to exercise the ability of Story County to respond to closures of the interstate. The drill resulted in updates to the hotel map, coordination of Iowa Department of Transportation (IDOT) messaging, and review of processes to close the northbound lanes given the modifications to the I-35/Hwy 30 intersection.

Operations

Emergency Management is attempting to hire an intern to assist with a backlog of projects. Unfortunately, there were few applicants during the initial hiring process so a second attempt is being made. Locating prospective interns with basic knowledge of emergency management and the ability to work in Nevada is proving challenging.

Story County Facilities and Emergency Management are working together to share the cost of purchasing a cell phone booster system to support SCEOC operations and Facilities communications. The collaborative effort is driving down cost and making installation more efficient.

Emergency Management continues to assist jurisdictions with response and mitigation grant applications.

Looking Forward

Vaccination operations are expected to ramp up very quickly within the next month and support to these operations will be a priority.

Planning efforts will continue for medical surge and vaccinations.

Winter weather responses are anticipated.

Project No. L11NR8-72-85
 Contractor PROGRESSIVE STRUCTURES, LLC
 Type of Work 320-Bridges
 Letting Date 2/29/2020
 Location 690th Avenue On 690th Ave., S20 T85 R21

Story County Road Department
 CONTRACT CONSTRUCTION PROGRESS VOUCHER
 Voucher: 2 - FINAL
 Date Last Voucher: 9/22/2020
 Date This Voucher: 10/22/2020

To Date: 13
 Last Voucher: 13.00
 Authorized: 35
 Project Start Date: 8/31/2020
 Project End Date: 9/23/2020

| REF | ITEM | DESCRIPTION | UNIT | PRICE | UNIT | QTY. | CONTRACT AMOUNT | TOTAL THIS CLAIM | PREVIOUSLY ALLOWED | TOTAL ALLOWED |
|-----|--------------|--------------------------------|------|-------------|------|---------|----------------------------|------------------|--------------------|----------------|
| 1 | 2101-0656001 | CLEARING AND GRUBBING | ACRE | \$5,400.00 | | 0.500 | \$3,200.00 | \$0.00 | 0.500 | \$3,200.00 |
| 2 | 2102-2710070 | EXCAVATION CLASS 10, ROADWAY | CY | \$24,000 | | 254.000 | \$6,096.00 | \$0.00 | 254.000 | \$6,096.00 |
| 3 | 2104-2710020 | EXCAVATION CLASS 10, CHANNEL | CY | \$7,000 | | 46.700 | \$334.00 | \$0.00 | 46.700 | \$334.00 |
| 4 | 2401-6746636 | REMOVAL OF EXISTING BRIDGE | LS | \$8,400.00 | | 1.000 | \$8,400.00 | \$0.00 | 1.000 | \$8,400.00 |
| 5 | 2402-2720000 | EXCAVATION CLASS 20 | CY | \$14,000 | | 239.000 | \$3,346.00 | \$0.00 | 239.000 | \$3,346.00 |
| 6 | 2415-2200000 | PRECAST CONCRETE BOX CULVERT | LF | \$1,510.00 | | 42.000 | \$63,420.00 | \$0.00 | 42.000 | \$63,420.00 |
| 7 | 2415-2200000 | PRECAST CONCRETE BOX CULVERT S | EACH | \$24,500.00 | | 2.000 | \$49,000.00 | \$0.00 | 2.000 | \$49,000.00 |
| 8 | 2507-3250005 | ENGINEERING FABRIC | SY | \$4,500 | | 113.800 | \$512.10 | \$0.00 | 113.800 | \$512.10 |
| 9 | 2507-4840041 | REVEALMENT CLASS E | TON | \$68.000 | | 86.000 | \$4,488.00 | \$0.00 | 86.000 | \$4,488.00 |
| 10 | 2516-6910000 | SAFETY CLOSURE | EACH | \$75.000 | | 4.000 | \$300.00 | \$0.00 | 4.000 | \$300.00 |
| 11 | 2528-8445110 | TRAFFIC CONTROL | LS | \$1,850.000 | | 1.000 | \$1,850.00 | \$0.00 | 1.000 | \$1,850.00 |
| 12 | 2533-4980005 | MOBILIZATION | LS | \$5,000.000 | | 1.000 | \$5,000.00 | \$0.00 | 1.000 | \$5,000.00 |
| 13 | 2599-9999003 | (CUBIC YARDS) ITEM | CY | \$38.000 | | 37.400 | \$1,346.40 | \$0.00 | 37.400 | \$1,346.40 |
| | | | | | | | Subtotal | \$145,892.50 | | \$145,892.50 |
| | | | | | | | Less 0.0% retention | \$0.00 | | \$0.00 |
| | | | | | | | Less Previously Paid | (\$141,515.72) | | (\$141,515.72) |
| | | | | | | | Amount due this statement: | \$4,376.78 | | \$4,376.78 |

Contractor / PROGRESSIVE STRUCTURES, LLC
 Date 10-22-20

Recommended: *Carroll Moon* 10-22-20
 Story County Engineer Darren Moon
 Date 12/15/2020
 Story County Board of Supervisors



Protex Central, Inc.
 1239 N. Minnesota, PO Box 1467
 Hastings, NE 68902
 402-463-0666

Pre-Bill Invoice

Date: 12/01/2020
For Contract: 11352
Reference: Quote #11003

Account ID: 200902

Story County Administration - IT Department
 900 6th St.
 Nevada, IA 50201

Contract Starts: 01/01/2018
Contract Expires: 12/31/2020

This invoice is for voluntary participation in the **Annual Inspection Pre-Bill** Program.
Please pay by February 15th.
 Participation by payment allows you to receive a 5% service/parts discount throughout the year.
 Please call 800-274-0888 with any questions.

| Item ID | Item Description | Date | Reference | Yearly Price |
|--------------------|--|------------|------------|-----------------|
| PCI-INSP CONTRAC | ## IT Department Fire Suppression Inspection | 01/01/2021 | 2-Apr, Oct | \$505.00 |
| Item Total: | | | | \$505.00 |
| Tax: | | | | \$0.00 |
| Total: | | | | \$505.00 |

RESOLUTION 21-46

**Assessed/Taxable Values of Utility Companies for 2020
(Payable in 2021-2022 Fiscal Year)**

Be it Resolved, that pursuant to §433.9, *Code of Iowa*, there be ordered entered in the minute book the length of lines and the assessed value of the property of each of the following utility companies situated in each city, township, or lesser taxing district in its county as fixed by the Director of Revenue and certified to the County Auditor.

Gas and Electric utility assessed and taxable values are determined on a company-by-company basis. The taxes on said utility property when collected by the County Treasurer shall be disposed of as taxes on real estate. A detailed report showing the value for each company by taxing district is on file in the County Auditor's Office.

| Utility Name | Miles/Type | Rate | Assessed Value | Taxable Value |
|---|-------------------|----------------|-----------------------|----------------------|
| Commercial Telephone & Telegraph | | | | |
| AT&T | 26.27 | | 189,712 | 186,959 |
| Colo Telephone Co | 228.09 | | 333,900 | 329,056 |
| Ellsworth Telephone Co | .46 | | 610 | 601 |
| Huxley Communications | 190.71 | | 481,243 | 474,258 |
| IMON Communications | 39.74 | | 54,640 | 53,845 |
| Iowa Network Services Inc | 86.01 | | 659,657 | 650,085 |
| Windstream Iowa Telecom | 561.60 | | 1,762,415 | 1,736,840 |
| Jefferson Telephone Company | .75 | | 1,412 | 1,392 |
| Level 3 Communications LLC | 83.20 | | 286,006 | 281,856 |
| MCI Verizon | 23.97 | | 97,016 | 95,609 |
| McLeod USA Network Services Inc | 105.58 | | 362,069 | 356,815 |
| Mediacom Communications Corp | 471.21 | | 237,203 | 233,762 |
| Minerva Valley Telephone Co | 103.55 | | 55,267 | 54,465 |
| Ogden Telephone Company | 2.11 | | 7,305 | 7,199 |
| Partner Communications Coop | 4.57 | | 12,611 | 12,428 |
| Centurylink Communications Corp | 28.70 | | 129,522 | 127,643 |
| Qwest Corporation | 584.00 | | 4,322,474 | 4,259,748 |
| Sprint | 24.15 | | 42,688 | 42,068 |
| Railroads | | | | |
| Union Pacific Corporation | 68.75 | 1129423.465400 | 77,647,863 | 69,883,079 |
| Pipelines | | | | |
| Magellan Pipeline Co, LP | Pipeline | | 4,411,467 | 4,347,451 |
| Northern Natural Gas Co | Pipeline | | 4,441,756 | 4,377,303 |
| Koch Pipelines | Pipeline | | 1,004,215 | 989,642 |
| Dakota Access LLC | Pipeline | | 72,372,714 | 71,322,513 |
| Sub-Total Non Gas & Electric | | | 168,913,765 | 159,824,617 |



Story County Commission of Veterans Affairs
Brett D. McLain, Director
Story County Human Services Center
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010
Ph. 515-956-2626 Fax 515-956-2627
www.storycountyIowa.Gov
veteransaffairs@storycountyIowa.Gov

Story County Veterans Affairs Commissioners Guidelines

INTRODUCTION

Congratulations on your appointment by the Story County Board of Supervisors. You now have an opportunity to assist your fellow Veteran and or surviving spouses, make the most of it. Story County Veterans are one of our counties most valuable assets. No one has done more for this county than our county Veterans. Story County and Iowa has been on the forefront of every War, Conflict, and Skirmish that this Nation has encountered. In order to show its appreciation for the sacrifices that the Veteran/Dependents have made, in 1874 the State of Iowa established a Veteran Assistance Program. You are now a part of this rich heritage as a member of the Story County Commission of Veteran Affairs. Again, welcome and thank you.

CONFIDENTIALITY

Confidentiality and a Veteran's or surviving spouse right to privacy is a high priority to Story County Veterans Affairs Department. Information obtained from or about the Veteran and or surviving spouse will be kept in strict confidence.

ESTABLISHING THE COMMISSION

Chapter 35B of the Code of Iowa created the Commission. Chapter 35B gives Iowa's individual County Boards of Supervisors the authority to establish a County Commission of Veteran Affairs. Once Commissioners are appointed, the State Code states the following:

Senate File 2134: Section 35B.6 subsection 1a, Code 2007 has been amended. This section of the code states that once the Commission is established by the Supervisors, the Commission shall employ an Executive Director or Administrator and shall have the power to employ administrative or clerical assistants. The appointment and salaries will be fixed by the Supervisors.

The Executive Director must have the same qualifications as the Commissioners (Section 35B.3). If an Administrator is employed in lieu of a Director, the Administrator does not have to meet the same requirements (Section 35B.3).

Chapter 35B.6 further states, "An administrator may hold another position within the county or other government entity while serving as an administrator only if such position does not adversely affect the administrator's duties under this chapter".

The Executive Director or Administrator must complete a certification training provided by the State Department of Veteran Affairs (35A.5). Failure to comply and maintain certification shall be cause for removal from office.

APPROVED
Board Member Initials: *DM*
Meeting Date: *12/15/2020*
Follow-up action:

A county's population determines office hours:

1. A Commission with a county population of 30,000 or less must be open for a minimum of 20 hours per week.
2. A Commission with a county population of more than 30,000, but less than 60,000 must be open for a minimum of 30 hours per week.
3. A Commission with a county population of 60,000 or more must be open for a minimum of 40 hours per week.

Exceptions to the 40 hour a week are when a staff member is on vacation and the other is sick or for an outreach program or during times when it is required that the staff attend training.

RESPONSIBILITIES OF THE COMMISSION

There will be times when it is required for the commission to attend more than one meeting per month. The chair of the commission meets monthly with the County VA Director and quarterly with the Board of Supervisors. If a commissioner misses three unexcused meetings in a calendar year that will be grounds for removal.

Monthly meetings are a time when the Director reports on the office operation and a time when commissioners can refer veterans to the office and report on any activities they were part of during the last month. The commission reviews expenditures, formulate new ideas, update policy, interview clients on appeal, implement new ideas, receive input from local county Veterans, Veteran organizations (American Legion / VFW), and the public or any other matter pertinent to the Veteran or Commission. Meetings will be schedule as agreed upon by the commissioners. The agenda for each meeting will be posted to the county website no later than 24 hours prior to meeting.

From time to time the Department has outreach events for county veterans. The commissioners should be part of these events as a good visual and name recognition for county veterans to get to know their appointed commissioners. Each year around Veterans Day we host a supermarket of veteran's benefits it takes all commissioners to pull this event off. The event is in November. Also, the Department produces a newsletter in the spring and fall. Contributions from each commissioner is strongly encouraged to make sure we have top notch newsletter for our veterans.

The Commission is responsible for the execution of Chapter 35B, Code of Iowa. The Commission is responsible for the formulation of the Story County VA Department manual and to review the proposed budget along with attending the work session with the Board of Supervisors in January each year.

Open Meetings Law

Iowa Code: Chapter 21.2 definitions state that a board, council, commission or other governing body expressly created by the statutes of this state or by executive order must comply with the open meetings law.

Commission Meetings

- Will be conducted with an awareness of Robert's Rules
- Will start at the pre-scheduled time
- Will be conducted in a professional manner
- Will follow the agenda
- Will allow each Commissioner to be involved in discussions and decision making
- Will encourage each Commissioner to be on a Commission committee
- Will end each meeting by giving each Commissioner the opportunity to address any issue they deem important.

Executive Director or Administrator Evaluation

The Commission is responsible for establishing an evaluation process setting the standards by which the Executive Director or Administrator and staff is evaluated. This process will aid the Commission in determining program progress and the Executive Director or Administrator salary recommendation.

Acknowledgement

Commissioners must always remember that the Commission is a team and should function as a team. All matters that concern the Commission shall be placed on the Commission's monthly agenda for full disclosure and discussion before any action is taken. An individual Commissioner cannot make a Commission decision or represent the Commission unless such representation is voted on and approved at an open meeting by a quorum of the Commission.

It is also important to remember that the Commission is a semi-autonomous body. This means that the Commission does not stand alone in all of its operation. The Supervisors provide for the budget, housing the staff of the Commission, physical maintenance of all equipment, telephone service, personnel office, health insurance, life insurance and payroll.

COMMISSION ADMINISTRATIVE COMPONENT

Confidentiality and a Veteran's right to privacy is a high priority to the staff of the County Commission of Veteran Affairs. Information obtained from or about the Veteran will be kept in strict confidence. The Executive Director or Administrator is responsible for the day-to-day operation of the County Commission of Veteran Affairs.

Senate file 2134 section 35B.6 specifically states the following:

"d. The duties of the executive director, administrator, and employees shall include all of the following:

1. Inform members of the armed forces, veterans, and their dependents of all federal, state, and local laws enacted for their benefit.
2. Assist all residents of the state who served in the armed forces of the United States and their relatives, beneficiaries, and dependents in receiving from the United States and this State any and all compensation, pensions, hospitalization, insurance, education, employment pay and gratuities, loan guarantees, or any other aid or benefit to which they may be entitled under any law". (S.F. 2134 section 35B.6)

The Executive Director, who is Nationally Certified, is responsible for the day-to-day operation of the County Commission of Veteran Affairs. The Executive Director has a number of duties which include but are not limited to, giving direction to the staff. The Executive Director is also responsible for attending meetings on matters pertaining to the Veteran and/or Commission, interacting with the public, media, local, State and Federal legislators, monitoring the Commission budget, making policy recommendations, hearing appeals, keeping the Commission informed about the effectiveness of their policies, and also social and economic trends affecting the Veteran.

The Executive Director/Administrator is also responsible for the administration of Service Work and Monetary Assistance, which are the two divisions of the administrative component of the Commission:

SERVICE WORK

The first division is Service Work. Service work is the filing of any and all Federal forms for the Veteran/Dependent to obtain Federal or State benefits. There are hundreds of forms that may be filed. Some examples of the benefits available are:

- Compensation benefits
- Dependency and Indemnity
- Non-service-connected pension
- Compensation (DIC)
- Surviving Spouse benefits
- Vocational rehabilitation
- Enrolment in VA Health Care
- Nursing home benefits
- Gift cards and other available resources

70% of the office staff's time is spent assisting Veteran's with service work. Service Work is a priority of the office staff. Millions of dollars are received by Veterans/Dependents in Story County each month. This money greatly enhances County and State commerce. Once a Veteran/Dependent starts receiving compensation/pension or vocational rehabilitation benefits, it helps to stabilize the Commission's budget.

Iowa Veteran's Home

The Iowa Veteran's Home was founded in 1887 and is currently the third largest state-owned facility for Veterans in the nation. Any honorably discharged Veteran and his spouse who demonstrates either medical or financial need, and meets entry requirements may apply for admission. The Iowa Veteran's Home is located on a 150 acre campus in Marshalltown, Iowa. The Home provides professional care for a Veteran and his spouse in a friendly environment with a caring staff. The staff of the County Veteran Affairs Commission will assist the Veteran and his spouse in making application.

Iowa Veteran's Trust Fund

The State of Iowa has established a Veteran's Trust Fund to further assist Veterans defined under Iowa Code section 35.1 as residents of Iowa who served the armed forces of the United States, completing a minimum of 90 days of active duty or who are discharged for injury before 90 days. The staff of the County Veteran Affairs Commission is responsible for assisting Veterans in filing for Trust Fund assistance.

Iowa State Veteran's Cemetery

The staff of the County Commission of Veteran Affairs informs Veterans/Dependents and acts as a referral agency in assisting Veterans/Dependents in applying for admittance to the Iowa State Veteran's Cemetery.

- The Iowa Veteran's Cemetery operational standards are set by the United States Department of Veteran's Affairs (USDVA). Eligibility is determined as follows:
- Discharged from "active duty" under conditions other than dishonorably, or
- Died while on "active duty", or
- Served at least 20 years in the National Guard or Reserves and qualified for military retirement pay (or would have qualified except death occurred before age 60). Reserve component personnel qualify if they otherwise served in a Presidential call up during their reserve component of military service. Active duty for training of reserve component personnel does not qualify as active service.
- Iowa residency is not required for burial in the Iowa Veteran's Cemetery.
- Veterans can pre-register for burial determination.
- Funeral directors are required to apply for Interment (submitted at the time of need).

MONETARY ASSISTANCE

The second division of the administrative component is monetary assistance. Monetary assistance includes, but is not limited to, the following:

- Rent/Mortgage
- Dental assistance
- Utilities
- Cleaning
- Food
- X-ray
- Burial assistance
- Exam
- Medication
- Eye glasses

APPEALS

When a Veteran / surviving spouse disagrees with a decision made by the Director of Story County Veterans Affairs Dependent they have 10 days to appeal to the chair of Story County Veterans Affairs Commission. After the Commission chair has had a chance to read the case file, they will call a commission meeting, the commission's decision is final. The Commission meets outside of the monthly meeting for appeals without the staff of the Story County Veterans Affairs Department and at a time that is convenient for the veteran or surviving spouse.

GRIEVANCE

If a veteran or surviving spouse would like to file a grievance, they can request a form from the office either by going to the office or calling. Any veteran or surviving spouse has the right to have the grievance addressed by the Executive Director. If it is not resolved in a way that is satisfactory to the grievance issuer, they have the right to have it addressed by the Story County Commission of Veterans Affairs.

COUNTY POLICIES

The Commission shall review all county policies enacted by the Board of Supervisors to determine their effect on the operation of the Commission under Chapter 35B, Code of Iowa.

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

Story County is committed to HIPAA compliance. Each county department, board or commission must adhere to all of Story County policies and procedures. Policies and procedures must be reviewed annually to insure that all general requirements of HIPAA are met. Specifically:

- “Ensure the confidentiality, integrity and the availability of all electronic protected health information (E PHI) the county creates, receives, maintains or transmits.
- Protect against any reasonably anticipated threats or hazards to the security or integrity of such information.
- Protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required.
- Ensure compliance with the security standards identified in the HIPAA regulations”.
- Story County Veterans Affairs staff are not allowed to talk about veteran’s issues with anyone without permission from the veteran.

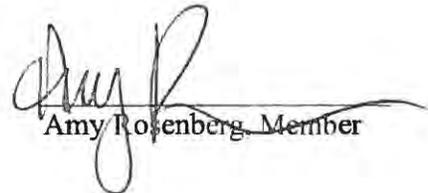
.....
WE, AS MEMBERS OF THE STORY COUNTY COMMISSION OF VETERANS AFFAIRS,
HAVE ADOPTED THE GUIDELINES IN THIS DOCUMENT.
THIS NINTH DAY OF DECEMBER, YEAR OF 2020 AT A REGULAR MEETING HELD
ON DECEMBER 9, 2020.

SIGNED:


Monty Woodward, Chair


Nic Briseno, Vice Chair


Luke Vance, Secretary


Amy Rosenberg, Member


Pat Peakin, Member



Master License and Services Agreement

This Master License and Services Agreement (the “**Agreement**”), made and entered into as of this ____ day of _____ 2020 (the “**Effective Date**”), by and between Story County Sheriff’s Office (IA) (the “**County**”) and HomeWAV, LLC, a Delaware limited liability company (“**HomeWAV**”). Each of the County and HomeWAV may be referred to herein as a “**Party**” and collectively, the “**Parties**.”

RECITALS

Whereas, HomeWAV is a provider of a unique, custom video visitation solution comprised of patented technology, video software, hosted services, and equipment that has been adapted for use in secured detention facilities as more particularly described herein (collectively, the “**System**”); and

Whereas, the County desires that HomeWAV provide the System to one or more of its secured detention facilities (each a “**Facility**” and collectively, the “**Facilities**”), and HomeWAV desires to provide the System identified herein to the County pursuant to the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Definitions.

- a. “**Equipment**” means the specific HomePAS™ Kiosks, PoE Adaptor Sets, routers, switches and other such hardware and equipment as set forth on Exhibit A which is provided to the County as part of the System licensed to it under this Agreement.
- b. “**Licensed Services**” means that portion of the System comprised of the Software and cloud-based applications that are run on a hosted system and which are provided by HomeWAV to the County pursuant to the license terms herein to enable inmate video calls.
- c. “**Professional Services**” means the installation, setup, configuration, and testing of the Equipment and the System, and training provided by HomeWAV to the County as more particularly described herein.
- d. “**Software**” means the proprietary and patented software program owned by HomeWAV and licensed to the County pursuant to the terms of this Agreement.

2. Exclusivity. The County acknowledges and agrees that this is an exclusive services agreement between the Parties; and accordingly the County agrees that for as long as this Agreement remains in full force and effect HomeWAV will be its sole and exclusive provider of inmate video calls for the purpose of inmate video visitation with family and friends. For purposes of clarity, this exclusive arrangement means, and the County agrees that the County is expressly prohibited from engaging using, licensing, purchasing, or accepting from any third party, employee, contractor, or related entity any software, equipment or services that are similar to some or any part of the System (including the Licensed Services) or the Professional Services for use at any of its Facilities. This does not include services used by the courts, medical providers, or other such contracted services that use, but is not limited to, Zoom, Go to Meeting, etc.

3. Term of this Agreement. This Agreement is effective as of the Effective Date and continues in full force and effect until expiration of a Term or earlier termination. The System will be made fully available to the County for its use and the County’s license to the System pursuant to Section 7 will commence ninety (90) days after the Effective Date (the “**Commencement Date**”) and HomeWAV will provide the System and related Professional Services an Licensed Services to the County for a period of five (5) years from the Commencement Date.

4. **Professional Services (No Charge).** HomeWAV will provide the following Professional Services to the County at no charge during the Term:

- arrange for the delivery of the Equipment to the County's Facilities included under this Agreement,
- load the Software onto the Equipment,
- coordinate the installation of the Equipment in designated wall mount locations within the Facilities,
- provide system testing and acceptance on all kiosks,
- provide staff and inmate training on platform features and functionality,
- arrange for high speed Internet service at minimum of 0.5MB up/0.5MB down per kiosk, and any equipment associated therewith to service the System, and
- arrange for cat 5e or greater cable to be installed (if necessary) to each location within the Facility where Equipment is to be installed.

5. **Support and Maintenance (No Charge).** For the entire Term of this Agreement, and at no charge to the County, HomeWAV will support and maintain the Equipment located at each Facility pursuant to HomeWAV's Software and Hardware Service Level Agreement attached hereto as Exhibit B (the "**Service Agreement**"). Under no circumstances may the County or any third party acting on behalf of the County install, uninstall, or perform any maintenance or related services on the Equipment, it being understood and agreed that only an approved HomeWAV technician may provide Professional Services, support and maintenance on the Equipment.

6. **Ownership of Equipment and Software.** HomeWAV is the sole and exclusive owner of the Software and Equipment and retains all right, title and interest in and to the Software and Equipment at all times during the Term. The Software and Equipment are provided to the County pursuant to the System license granted in Section 7 below. HomeWAV will purchase and maintain insurance coverage for the Equipment and the Software comprising the System. HomeWAV will deliver the Equipment to the County's designated Facilities pursuant to a mutually agreed schedule and will install and configure the Equipment with the Software pursuant to the Professional Services set forth above.

7. **License to System.** HomeWAV hereby grants to the County a limited, non-assignable, non-sublicenseable, revocable, and nonexclusive license during the Term to use the Software, Equipment, and related components comprising the System solely for the limited purposes of providing Internet video calls to inmates in each Facility and viewing or monitoring the records of such calls. The County will not, and will not permit any other person to, remove, alter, disfigure or cover up any numbering, lettering, insignia or any owner's tag(s) displayed upon the Equipment, and the County may not move the Equipment from the Facility or the location in the Facility where it is installed by HomeWAV. Any of the foregoing actions are deemed a material breach of this Agreement. The County's license to and use of the Software is governed by the terms of this Agreement, the Software End User License Agreement provided with the Software (a copy of which is located at <https://app.homewav.com/account/terms>), and the Website Terms of Use and Privacy Policy located at https://www.homewav.com/privacy_policy/, as such items may be updated, amended and modified in accordance with their respective terms (collectively, the "**Software Terms and Conditions**"). The County may not copy or modify the Software, or any adaptation, transcription or merged portion thereof, unless expressly authorized in writing by HomeWAV. Any modifications, improvements, enhancements, changes, or any other alterations to the Software, or any derivative works made therefrom

(collectively, “**Modifications**”) that are made by the County or any third party acting on the County’s behalf, whether or not authorized by HomeWAV, are deemed the sole and exclusive property of HomeWAV. Accordingly, the County hereby assigns to HomeWAV all of its right, title and interest in and to such Modifications and shall take all necessary actions to ensure that any third party who has participated in the development of any Modifications likewise assigns all of their right, title and interest in the Modifications to HomeWAV. For the avoidance of doubt, the foregoing licenses to the Software, Equipment and any related System components shall terminate immediately upon the termination or expiration of this Agreement. The terms actually set forth in this contract will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties. This contract shall have priority over the Software End User License Agreement, and the Website Terms of Use and Privacy Policy

8. **The County’s Covenants and Obligations.** The County hereby covenants and agrees to the following terms as material conditions to its right to use the System:

- a. It will not sell, sublicense, or assign the Equipment, the Software, or any other components of the System.
- b. It will keep the Equipment free and clear of all liens and encumbrances.
- c. It will only use the Equipment, Software, and other components of the System for (i) the limited purposes provided under the license in Section 7 and (ii) if requested by and, as applicable, purchased by the County, any Add On Features in all cases pursuant to the terms and conditions of this Agreement and the Software Terms and Conditions.
- d. It will use the System solely at the Facilities and locations within the Facilities where installed by HomeWAV
- e. It will use its best efforts to ensure that none of the Equipment or Software is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.
- f. It will work with HomeWAV to ensure that all individuals to whom it grants access to and use the System will agree to the Software Terms and Conditions, and further acknowledges and agrees that it will be fully liable to HomeWAV for breach by any such individuals of the Software Terms and Conditions.
- g. It acknowledges and agrees that HomeWAV will be the sole and exclusive provider of inmate video calls and all related Professional Services to all of the County’s Facilities. This does not include services used by the courts, medical providers, or other such contracted services that use, but is not limited to, Zoom, Go to Meeting, etc.
- h. It will not move the Equipment without the advance written consent of HomeWAV.
- i. It will not remove, alter, disfigure, or cover up any numbering, lettering, insignia, or any owner’s tag(s) displayed upon the Equipment.
- j. It will make every effort to provide a data file from the Jail Management Software, via secure FTP or web services integration, at a minimum of every fifteen (15) minutes barring any technical difficulties or outages.

9. **Access to the Facility.** The County will grant HomeWAV and its employees and subcontractors reasonable and necessary access to the Facilities in order to enable HomeWAV to perform its obligations and exercise its rights hereunder. HomeWAV shall have the right, upon reasonable notice, to enter into each Facility to inspect the

System.

10. **Use of the System.** The County agrees that the System shall be available to inmates for remote video calls during the same time period as inmate phone services.

11. **System Usage Fee.** The Facility’s inmates shall be charged the following fees for using the System, or such other prices as may be agreed to by the County and HomeWAV (such amounts, the “Usage Fees”). Usage Fee shall be defined as the cost per minute for video calls.

| System Usage Fees | |
|------------------------------|-------------------|
| Onsite Video Calls | Free |
| Remote (Offsite) Video Calls | \$0.20 per minute |

Revenues from using the System shall be deposited into a dedicated account established and maintained by HomeWAV and HomeWAV is authorized to disburse such funds in accordance with Section 11. HomeWAV reserves the right to change the Usage Fees, upon 30 days’ written notice to the County if such changes arising from any one or combination of the following: (a) inflation, (b) a change in taxes, or any (c) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to HomeWAV. Notwithstanding the terms of this paragraph, in no event will the fee increase more than five (5) cents per year this contract is in effect. In in response to inflation, change in taxes, or any rule, regulation or other action from government increases costs beyond five (5) cents per year, this will trigger a renegotiation of the System Usage Fee. In the event the renegotiation is unsuccessful this contract shall either remain at the prior rate, or terminate

12. **Revenue Sharing.** HomeWAV shall pay to the County **10% of the Gross Billable Revenue (“GBR”)**, from the usage of the System installed in the Facility. GBR shall be defined as Gross Revenue of the Usage Fees less internet fees, Federal, State, Local taxes, and Cost Recovery Fee. For information on the Cost Recovery Fee and how they are applied, please refer to <https://www.homewav.com/understandingtaxes/>. HomeWAV shall pay to the County, on a monthly basis, its share of the revenues not later than the 10th day of following month.

13. **Call Recording.** The County hereby agrees that HomeWAV shall have no obligation to verify the users of the System and that the County is strictly liable to HomeWAV for any use of the Software by any of its users that violates the Software Terms and Conditions. HomeWAV will make every effort to make certain recordings are available to the County on demand for a period of not less than 90 days after the date of such recording and, with advanced written notice, for a period of one year from the date this Agreement expires or is terminated. The County agrees that HomeWAV has no liability to the County or any third party for any failure to record, store, transmit, relay, review, or monitor any call.

14. **Personal Inmate Information:** HomeWAV will not share any personal inmate or friend and family information with outside sources unless ordered by the court. This does not include recordings requested to be shared by the jail with other agencies or allowing access to inmate recordings requested by the Jail. HomeWAV does not share inmate information with outside sources unless it is requested by the jail.

15. **Financial Reporting Requirements.** HomeWAV shall maintain an accounting program that accurately reflects the revenues generated by the System in the Facilities and provide that information to the County monthly during the term of this Agreement. HomeWAV shall retain its share of the revenues as payment for its obligations hereunder, and shall remit the County’s share of revenues, along with such monthly financial reports, to the County. HomeWAV shall issue call data, revenue, and expense information by the 10th day of each month with respect to call activity that occurred in the Facilities during the preceding month. HomeWAV shall maintain all books, documents, accounting records and other evidence pertaining to the services and payments under this Agreement and make such materials available for inspection at all reasonable times during the term of this Agreement, and for three (3) years after the date of the final payment under the Agreement.

16. Termination.

a. **Rights of Termination.** The County may terminate this Agreement if HomeWAV breaches any of its obligations under this Agreement and such breach remains uncured thirty (30) days after notice thereof,

provided, that if the County breaches the scope of the license to any part of the System as set forth in Section 7, HomeWAV may terminate this Agreement immediately upon giving written notice to the County.

- b. **Effects of and Actions upon Termination or Expiration.** Upon termination or expiration of this Agreement, irrespective of the cause, the licenses granted by HomeWAV to the County shall terminate. The County shall take the following actions: (i) immediately cease and cause all of its users to immediately cease all access to and use of the System (ii) and allow a HomeWAV authorized technician to remove the Equipment no later than (30) days following the termination or expiration date.. In the event that any returned Equipment is not in good, working condition or any Equipment is not returned pursuant to this Section, the County will be liable for the replacement cost of such Equipment, and will remit payment in full upon demand by HomeWAV.
- c. **Survival.** Sections 11, 13, 15-18, 21-23, and 25-28 shall survive termination of this Agreement.

17. **Agreement Documents.** The attached Exhibit A, describing the Equipment and attached Exhibit B setting forth the terms of the Service Agreement, and the Software Terms and Conditions are each made part of this Agreement and are each incorporated herein by this reference. This Agreement represents the entire agreement and understanding between HomeWAV and the County with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the Parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either Party or by any agent or representative of either Party which is not contained in this Agreement shall be valid or binding between the Parties.

18. **Force Majeure.** To the extent allowable by law, any delays or failures by either Party hereto in the performance of the obligations hereunder shall be excused if and to the extent such delays or failures are caused by occurrences beyond such Party's control (a "Force Majeure"), including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, failure of the Internet, or any part or element thereof and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such Party.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

20. **Independent Contractor.** Each party acknowledges and agrees that HomeWAV and its employees (and any subcontractors it engages) serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

21. **Subcontractors.** HomeWAV shall have the right, in its sole and absolute discretion, to use subcontractors to perform its obligations and exercise its rights hereunder. HomeWAV shall be responsible for all acts and omissions of its subcontractors as if such acts or omissions were performed by HomeWAV.

22. **Notices.** All notices under this Agreement must be in writing and given to the other Party at the address or email below. Delivery is deemed to occur: (a) on the third (3rd) business day after bring mailed first class, prepaid, (b) upon delivery from a nationally recognized overnight courier service, (c) upon delivery if hand delivered, and (d) upon receipt of an automated verification of receipt if sent by email. Either Party may change its address and/or addressee for notices at any time with fifteen (15) days' prior notice to the other Party in accordance with the foregoing.

HomeWAV: HomeWAV, LLC
2020 Westport Center Dr.
St. Louis, MO 63146

County: Story County Sheriff's Office (IA)
1315 South B Avenue
Nevada, Iowa 50201

23. **Nondiscrimination and Non-Conflict Statements.** HomeWAV agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of HomeWAV. HomeWAV shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

24. Warranties and Disclaimers.

- a. **Services Warranty.** HomeWAV warrants that it will perform the Professional Services, support and maintenance in a good and workmanlike manner using trained professionals, and that it will use commercially reasonable efforts to meet the performance terms in the Service Agreement.
- b. **Disclaimers.** EXCEPT AS PROVIDED HEREIN, THE SYSTEM AND ALL RELATED SERVICES IN THIS AGREEMENT ARE DELIVERED AND PROVIDED "AS IS" AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

25. **Compliance with all Federal, State, and Municipal Laws.** HomeWAV will comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of inmate communication, and shall ensure that its third party subcontractors, if any, obtain any necessary permits prior to installation of the Equipment in the Facilities.

26. **Assignment.** Neither Party may assign this Agreement or any or all of its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that HomeWAV may assign this Agreement to any of its subsidiaries or affiliates or to any entity that acquires all or substantially all of HomeWAV's assets and agrees to assume responsibility hereunder. None of the provisions of this Agreement shall be construed to be for the benefit of or enforceable by any person or entity other than the Parties hereto and their successors and assigns.

27. **Severability.** If any provision of this Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original hereof and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means will be deemed originals.

29. **Authorization; Third Party Beneficiaries.** Each person signing below warrants and represents that he/she has full power and authority to execute this Agreement on behalf of the Party he/she represents. There are no third-party beneficiaries to this Agreement.

(signature page follows)

In witness whereof, the Parties hereto have caused this Agreement to be executed on the day and year first above written, to be effective as of the Effective Date.

HomeWAV, LLC

By: _____

Name: John Best

Title: CEO/President

Story County Sheriff's Office (IA)

By:  _____

Name: LINDA MURKEN

Title: CHAIR, BO-OF SUPS.

By: _____

Name:

Title:

By: _____

Name:

Title:

EXHIBIT A

The Equipment

- Thirteen (13) HomePAS™ Kiosks
- Thirteen (13) PoE Adaptor Sets
- One (1) Router/firewall
- One (1) 24-port PoE Switches

Exhibit B

HomeWAV's Software and Hardware Service Level Agreement

Support and Maintenance

- Support and maintenance will be provided by phone, remote, and onsite. Phone support is available from 6:00 a.m. EST to 11:00 p.m. PST, Monday through Friday. After hours, messages may be left for service (7) days a week, and three-hundred and sixty-five (365) days a year. These messages will be addressed the next morning beginning at 6:00 a.m. EST.
- Maintenance/repair calls from the facility will be resolved in the manner outlined in this section.
- HomeWAV agrees to send qualified background-checked technicians—as required—to arrive at the affected County facility within twenty-four (24) clock hours of the request, 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, excluding weekends and County holidays.
- Holiday and weekend P-1 response will be handled on a case by case basis and is worked in conjunction with allowed access by the facility needing service.

Priority 1 Outage: A P-1 failure is defined as:

- A failure of the system's processor, its common equipment, or power supplies which render the system incapable of performing its normal functions.
- A failure of the recording function or any of its components that affects the full recording operation.
- A failure of 100% or more of the calling kiosks at any one area within the facility.
- Disruption in service to a single user of material nature. Material nature shall mean County's operations are critically affected.

For a "P-1," response to P-1 issues shall be available twenty-four (24) hours a day, seven (7) days a week, throughout the term of the contract.

HomeWAV shall respond to the service problem within sixty (60) minutes of initial trouble reported by County personnel through the use of remote testing or access. Should the system not be accessible for remote testing, then HomeWAV shall have a qualified background-checked technician onsite at the facility within four (4) hours from the time it is determined that the problem cannot be resolved remotely.

If the issue can be worked on remotely, HomeWAV is committed to having completed repair within four (4) hours of the initial issue report. If it is determined that a technician must be on-site to correct the issue, the technician will be onsite within four (4) hours of the time it was determined that the problem could not be resolved remotely.

Priority 2 Outage: A P-2 failure shall be defined as:

- A Priority 2 condition exists when a facility is 50% off line or when any housing unit is 50% offline.

When a P-2 failure occurs, HomeWAV shall respond to the service problem within sixty (60) minutes of initial trouble reported by County personnel through the use of remote testing or access. HomeWAV is committed to having completed repair within eight (8) hours of the initial issue report. Should the system not be accessible for remote testing, the HomeWAV shall have a qualified background-checked technician onsite at the facility within sixteen (16) hours of the time it was determined that the problem could not be resolved remotely.

Priority 3 Outage: A P-3 failure shall be defined as:

- A Priority 3 is a normal ticket that does not fall into the Priority 1 or Priority 2 categories. These issues are handled as quickly as possible. When a P-3 failure occurs, HomeWAV shall respond to the service problem within 120 minutes of initial trouble reported by County personnel through the use of remote testing or access. HomeWAV is committed to having completed repair within 48 to 72 hours of the initial issue report.

If HomeWAV successfully corrects any failure within the required response period remotely, and no onsite presence is required to restore the system to proper performance levels, the 24-hour onsite response requirement shall be waived.

Warranty

- **HomeWAV Software Warranty:** Includes support, maintenance, schedule upgrades, and scheduled updates. Software updates are done remotely at 3:00 a.m. Central Time.
- **HomeWAV Hardware Warranty:** Includes parts and equipment, on-site maintenance for normal wear, defects in material and workmanship, inmate abuse, natural disaster, and inmate unrest.

Service Ticket Process

- A service ticket is created for the issue/defect by emailing our tech support team at facilitiesupport@homewav.com. Or a ticket may be phoned into 844-842-9167.
- A service ticket will be generated with a ticket number, date, and time stamp.
- Our tier 1 technical support team will triage the issue and determine the next course of action. Tier 1 support will manage the issue and report status to stakeholders periodically as the ticket progresses.
- Tier 1 will create a dispatch if necessary and coordinate with the facility point of contact for technician access.
- Tier 1 will manage the ticket from beginning to end and follow a close out process with the point of contact to make sure all issues have been handled as they relate to the service request.

Request for Product Enhancement (Upgrade) Process

- The staff fills out a work order request for the upgrade.
- Our product development team will take the issue/defect and have it documented for analysis.
- Once analyzed, a simple 1-10 scale (10 highest) is used to prioritize, and a number is placed on the issue/defect.
- This service ticket is then placed on the revolving to-do list for our programmers who deploy the fixes based on priority.
- Issues and defects are defined as common bug fixes to current versions of the software.
- The work order request is analyzed by the product development team to determine whether it is a necessary universal upgrade to the system or specific to the County.
- If it is determined to be a necessary universal upgrade, it will be sent through the service ticket process and developed at no charge to the County. If it is determined to be specific to the County, a quote will be presented to the County for approval.
- If the work order request is approved by the County, the work order request will be sent to the service ticket process.
- HomeWAV has the right to have universal upgrade throughout the entire system without notice when the software upgrade is necessary to keep systems running due to a third party software update, such as Microsoft, etc.



**STORY COUNTY
BOARD OF SUPERVISORS**

**LISA K. HEDDENS
LINDA MURKEN
LAURIS OLSON**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

December 10, 2020

Story County Board of Supervisors
900 6th Street
Nevada, IA 50201

Dear Board of Supervisors,

The Families First Coronavirus Response Act (FFCRA) provided benefits to employees under the Emergency Paid Sick Leave Act (EPSL) and the Emergency Family and Medical Leave Expansion Act (EFMLA). All FFCRA leave benefits, including the eighty (80) hours of Covid-19 leave (EPSL) and EFMLA were created by a time-limited statutory authority and are set to expire on December 31, 2020. This means that, currently, employees are not entitled to receive Covid-19 leave (EPSL) or EFMLA benefits past December 31, 2020. There has been discussion of extending or amending the benefits, but Congress has taken no action to do so. I am requesting that the Board of Supervisors extend the benefits to the end of February 2021, if Congress does not act on this prior to the expiration date of December 31, 2020. If the Board approves the temporary extension, it would only be in place until the end of February 2021 or when Congress takes action on this topic, whichever comes first.

Thanks in advance for your consideration.

Sincerely,

Alissa Wignall

Alissa Wignall
Director of Internal Operations and Human Resources

APPROVED **DENIED**
Board Member Initials: LM
Meeting Date: 12-15-2020
Follow-up action: _____



Board of Supervisors

Story County, Iowa

Temporary Employment Practices and Policies in Response to the Novel Coronavirus (COVID-19) Pandemic

| | | |
|-------------------------------------|--------------------------------------|----------------------------|
| Approval Date: 12/15/2020 | Effective Date: 12/15/2020 | Revision No.: 06 |
|-------------------------------------|--------------------------------------|----------------------------|

| | |
|--|---|
| Reference: BOS Minutes: 12/15/2020 Initially Adopted: 03/20/20 | Distribution: Intranet, S:drive, Policy Book APPROVED Board Member Initials: <i>JM</i> Meeting Date: 12/15/2020 DENIED Follow-up action: _____ |
|--|---|

General Policy Statement

This policy is intended to address multiple Story County employment-related policies on a temporary basis to ensure the health and safety of Story County employees while providing for continuity of services to Story County residents. The purpose of this policy is to implement various employment-related practices on a temporary basis, that are consistent with OSHA and CDC recommendations for employers while still ensuring the continuity of Story County government.

Scope

This policy is applicable to the following:

All Story County employees responsible to the Story County Board of Supervisors;

All Story County employees responsible to a County elected office holder who has adopted the policy.

All Story County employees not directly responsible to either the Board of Supervisors or a county elected office holder and whose governing body and the Board of Supervisors has certified its applicability.

Employee Infection Control Practices

Story County expects all employees to adhere to the infection control policies outlined in the policy and also communicated to employees through an email sent by the Board of Supervisors Chair, Linda Murken on March 12, 2020. Practices outlined in this policy were developed by recommendations from the CDC and Iowa Department of Public Health. The practices include but are not limited to:

- Engage in respiratory etiquette and hand hygiene while in the workplace
 - Hand hygiene includes washing hands often with soap and water for at least twenty (20) seconds.
 - Cover your cough or sneeze with a tissue (dispose of it immediately) or your upper arm/elbow.
 - Avoid touching your face.
- Immediately advise management/supervisory staff if employees have any of the following symptoms:
 - Fever
 - Cough
 - Shortness of breath
- Provide appropriate notification and stay home from work if symptomatic of COVID-19
- Cooperate with department/offices management regarding staffing coverage for absences related to illness of other employees. This may include working additional hours so symptomatic employees may remain isolated from the workplace, working various duties that are not normally performed by your position and assisting other departments/offices that are experiencing staff shortages.

Employees are further required to comply with any specific department/office rules implemented for infection control purposes within the workplace.

Story County Infection Control Practices

Story County will implement the following practices in an effort to eliminate/reduce exposure to COVID-19 and for infection control purposes.

- Eliminate all non-essential work travel. This includes, but is not limited to travel to conferences, trainings, non-essential meetings with various organizations, or other gatherings. Exceptions to this may be granted if proper COVID safety protocols and social distancing are put in place.
- Eliminate all non-essential staff meetings, trainings or employee events unless proper COVID safety protocols and social distancing are put in place
- Make available cleaning products for routine environmental cleaning of work areas (cleaning to be done by staff within the respective department or office).
- Eliminate non-essential gatherings of ten (10) or more individuals unless area allows for proper social distancing.

- Utilize electronic means to conduct public meetings unless conducting Public Hearings required by the Iowa Code.
- Use responsible social distancing practices.

Identification and Isolation of Employees with COVID-19 Symptoms

In order to protect the health and safety of all Story County employees prompt identification and isolation of potentially infected employees or individuals is critical. Information concerning COVID-19 has been distributed to all employees and will be displayed within worksites. Employees or individual within any Story County worksites exhibiting symptoms including, but not limited to those identified as being associated with COVID-19 must be immediately isolated from others at the worksite. Employees exhibiting the symptoms at the workplace will also be required to self-quarantine at their home and encouraged to seek medical testing and treatment. If the severity of an employee's condition warrants, emergency medical personnel may need to be contacted.

Story County will follow the protocol set forth by the Iowa Department of Public Health concerning exposure and quarantine requirements. Symptomatic employees who test positive for Covid-19 should remain at home until they are free of fever (100.4 degrees Fahrenheit or greater using an oral thermometer) or other symptoms for at least twenty-four (24) hours without the use of fever-reducing or other symptom-altering medication and at least ten (10) days have passed since symptoms first appeared. Asymptomatic employees should remain home until ten (10) days have passed since the positive COVID test result. Employees with a documented exposure are to stay home and isolate themselves from others per Iowa Department of Public Health guidelines.

Paid Leave for COVID-19 Isolation, Testing and/or Recovery

Symptomatic employees who are sent home or otherwise require to miss work for purpose of isolation, testing, treatment and/or recover from COVID-19 related symptoms may receive up to a maximum of eighty (80) hours of paid leave if classified as full-time. Part-time employees will receive leave on a pro-rated basis dependent on employment status ($\frac{1}{4}$ time, $\frac{1}{2}$ time, $\frac{3}{4}$ time). Temporary employees/interns will receive a number of hours paid leave equal to the number of hours that such employee works, on average, over a 2-week period. This leave will be tracked separately from an employee's sick leave. Employees will only be able to use this leave for the purpose of isolation, testing, treatment and/or recovery from COVID-19 related symptoms. Employees may utilize necessary sick leave benefits if symptoms and medical recovery exceed the COVID-19 paid leave (80 hours for full-time or pro-rated hours for part-time). The County will also provide

any additional paid sick leave benefits and FMLA expansion mandated by the Families First Coronavirus Response Act (FFCRA) approved by the federal government. Once an employee is fever free, symptom free for twenty-four (24) hours and at least ten (10) days have passed since first symptoms have appeared and/or the Iowa Department of Public Health or other medical provider has cleared an employee to return to work the employee is expected to immediately return to work. Story County will follow any additional guidance issued by the Iowa Department of Public Health in regards to isolation or returning to work.

Staff should stay home and isolate themselves from others in the following situations:

- Taken a cruise anywhere in the world in the last 14 days.
- Traveled internationally per CDC recommendation
- Close contact with a confirmed COVID-19 case in the last 14 days.

While there is no longer a recommendation to self-isolate for 14 days after returning home from travel outside of Iowa and within the United States (as long as the traveler remains well and has not been identified as a close contact of an ill individual), travelers should continue to:

- Clean your hands often.
- Wash your hands often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing. If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol. Cover all surfaces of your hands and rub your hands together until they feel dry.
- Avoid touching your eyes, nose, and mouth.
- Avoid close contact with others.
- Keep 6 feet of physical distance from others.
- Avoiding close contact is especially important if you are at higher risk of getting very sick from COVID-19.
- Wear a cloth face covering in public.
- Cover coughs and sneezes.

Exceptions to this may be made to allow essential staff return to work that can't work remotely without isolation and/or if determined that the employee's risk of exposure was minimal: avoided crowds, did not travel by public conveyance (airplane, bus, etc.). This will be determined by the respective department head or

elected official. Every effort will be made to isolate the essential employee within the worksite.

Employees will also be allowed to utilize the COVID-19 leave if they fall within one of the six categories listed in the expanded paid sick leave provision of the FFCRA

- The employee is subject to a Federal, State, or local quarantine or isolation ordered related to COVID-19.
- The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- The employee is caring for an individual who subject to a Federal, State, or local quarantine or isolation ordered related to COVID-19 or been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.
- The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Story County trusts that its employees will not abuse this benefit, especially during a time in which all available asymptomatic essential employees will be needed to ensure the continuity of Story County government. Any employee found to violate this trust by abusing this benefit shall be subject to immediate discipline up to and including termination of employment.

Leave for Employees in Identified High-Risk Categories

Employees in essential positions requiring their presence at the worksite who fall into one of the high-risk categories as determine by the CDC may request the department/office to provide an alternate/modified work assignment or leave to accommodate their underlying risk factor(s). Departments/offices will accommodate the leave request to the greatest extent feasible, consistent with the operation continuity of the department/office. If the leave is granted, the employee may utilize any accrued leave (sick, vacation, comp, etc.). If an employee does not have available accrued leave, the employee may be granted unpaid leave.

Employees with disabilities seeking employment-related accommodations may do so in accordance with Story County EEO/ADA Policy. Departments and offices are asked to work with Human Resources when accommodations are requested.

Expanded Emergency Paid Family Leave

- **Caring for Family Members**

Employees providing direct care for an individual that has been subject to a Federal, State, or local quarantine or isolation ordered related to COVID-19 or been advised by a health care provider to self-quarantine due to concerns related to COVID-19 may request time off from work from their immediate supervisor. Leave will be granted by individual departments/offices based on staffing needs in accordance with the FFCRA. Employees may use the eighty (80) hours of COVID-19 leave as specified above for the first two weeks of leave. After the COVID-19 leave is exhausted, an employee may use any accrued leave (sick, vacation, comp, etc.) for the remaining absence. If an employee has no accrued leave available, leave without pay will be granted.

- **Caring for individual due to daycare or school closure**

Employees who are obligated to care for immediate family members, children or elderly, due to closures in the community (i.e. schools, child and adult daycares) because of the COVID-19 pandemic may request time off from work from their immediate supervisors. Leave will be granted by individual departments/offices based on staffing needs in accordance with the FFCRA and EFMLA. Employees may use the eighty (80) hours of COVID-19 leave as specified above for the first two weeks of leave. If an employee has already exhausted the eighty (80) hours of COVID-19 leave, the first two weeks will be unpaid unless the employee chooses to use accrued leave (sick, vacation or comp). If an employee is unable to return after the first two weeks of EFMLA they will receive 2/3 of their normal pay for up to an additional 400 hours. Employees may use accrued any accrued leave (sick, vacation, comp, etc.) to cover the additional 1/3 pay.

The emergency expansion of FMLA does not give an additional twelve weeks of FMLA to employees. It allows them to utilize FMLA for the reasons specified above.

- **Support for employees to care for children due to School District opting for online instruction (full or hybrid model).**

Story County acknowledges the challenges faced by parents concerning school instruction this fall. Not all positions within the County provide flexibilities in work schedules or telework options. Where flexibilities exist, departments and offices are encouraged to plan ahead by facilitating discussions with employees to learn how school reopening plans may affect work schedules. Possible solutions to support employees where schools have implemented online instruction and was not a decision made by the employee include the following:

- Telework on certain days of the work week when possible
- Allow flexible schedules when possible
- Use of paid leave to accommodate certain portions of the day/week care is needed
- Unpaid leave of absence

The EFMLA portion of the FFCRA is only required to be provided by the employer when the school is physically closed. The employer may agree to allow intermitted EFMLA for situations that involve a hybrid phase that includes online instruction for certain days at the decision of the school district. EFMLA or other solutions will not be available for situations where the parent/legal guardian chooses not to send the student to in-person instruction at the school (ex: home-schooling or personal decision to choose 100% online instruction). An exception to this may be considered for students who are unable to attend in-person instruction due to a doctor recommendation to quarantine due to health conditions of the student.

Solutions to support employees will be at the discretion of the individual department or office based on its staffing needs unless mandated by law.

Insurance Benefits During Unpaid Leave

Story County will maintain monthly premium contributions while an employee is on unpaid leave due to Covid-19. This includes monthly health insurance and flexible benefit contributions. Employees will continue to pay their contribution through payroll or by separate payment.

Telework

Story County departments and offices must determine what positions are required to be physically present at a work site in order to maintain basic minimum services necessary for continuity of ongoing operations.

Consistent with OSHA recommendation that employers implement policies, such as telecommuting, designed to limit contact between individuals to mitigate spread, departments and offices may permit staff to work remotely to the extent the position duties are able to be performed at the employee's home. Determination as to whether a position is capable of being performed remotely is solely at the discretion of the department/office. Employees that are authorized to work remotely will agree to the terms of the telework agreement attached to this policy. Employees may be granted VPN access and schedules set up for access due to network capabilities. Authorization for VPN access will only be granted by the department head or elected official and allocated as approved by the Board of Supervisors.

Contingent Staffing Plans

Departments and offices are encouraged to consult with Human Resources to develop contingent staffing plans that will ensure sufficient staffing levels for the continuity of operations. Staff may be asked to assist other departments/offices that are experiencing staffing shortages due to COVID-19. Contingent staffing plans will be department/office specific and designed to address the specific operation continuity needs of that department/office.

The Board of Supervisors reserves the right to amend/alter this policy as situations develop due to COVID-19. This policy is non-precedent setting and was implemented specifically to address the County's needs during the COVID-19 pandemic of 2020.



Department of Information Technology
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7300 Fax 515-382-7349
www.storycountyiaowa.gov

12/11/2020

Information Technology Quarterly Report

December 15, 2020

Vacancy in IT

The Computer Support Analyst position was filled in late September. Clint Myer, from Madrid accepted the position and has quickly acclimated himself within the role. Clint has experience in a variety of different positions within IT and will be a great asset to the County.

UPS Systems Upgrade

IT replaced the UPS units at the Administration and Human Services buildings. The project took longer than expected and involved two weekends and three vendors to accomplish. There were issues with the electrical, which had to be upgraded and a part ordered. The system fail-over for the public safety servers encountered a few issues as well. We are currently still operating on the DR system and won't be able to fail back to the main system until later in the month. Due to the electrical delay, we lost our place on the schedule of the vendor that was to perform the fail back to the main system. The UPS at the Justice Center was not replaced due to scheduling issues with dispatch and limited workspace. We plan to replace this unit in the July-August 2021 timeframe.

Spam Filter replacement

We are currently migrating our mail system to a new spam filter platform. The old product, while easy to use and highly rated, was not catching new threats as quickly as it should. The new platform will give the user the opportunity to check their own spam folder to see if anything was mistakenly filtered out of their mailbox as spam and not have to call IT if they think something is missing from their mailbox.

Animal Control

We are working with Animal Control on a few projects including VoIP phones, software training, printer networking, and speaker paging capabilities.

No Wait Inside

Worked with vendor to train and implement the system. Performed the initial administrative set-up for the Recorder and Treasurer's Offices. They set up the calendars and appointment types, duration, and schedules. So far there have been a few issues involving daylight savings time, server updates and calendar overlaps, but overall it has been a useful tool.

Miscellaneous

Working on budgets, hardware replacements, CIP items, and server certificate updates.



Department of Information Technology
Ph. 515-382-7300 Fax: 515-382-7349



Contract for

Additional Hosted Online Index Books

Story County, Iowa

Stacie Herridge, County Recorder

ONLINE
INDEX
BOOKS



November 17, 2020

Cott Systems, Inc.
2800 Corporate Exchange Dr.
Columbus, OH 43231
(800) 234-2688 | www.Cottsystems.com





1. Online Index Books with Records.

- Engineers Condemnation Proceedings and ROW Easements, 1968-1971.

2. Online Index Books.

- Miscellaneous, (5) series, #1-16, 1876-January 1978.

3. Index and Records Source. Scanning by Cott Systems.

4. Total Books. (21).

- (9) index bound, offsite scanning at Cott in Columbus Ohio.
- (8) index loose leaf, onsite scanning in Story County.
- (4) record loose leaf, onsite scanning in Story County.



5. Requirements.

- Customer must assign page numbers (1, 2, 3, 4) to every page in the index books (every page between the front and back binder, including sub-index pages & tabs) to be used in identifying and tracking each image.
- Cott will send a team on-site to the customer's location to gather images utilizing Cott's On-site Scanning Process.
- Customer books may be disassembled then re-assembled to obtain pages for scanning.
- Cott to reverse record images to black type on a white background.
- Bound books will be scanned as bound at Cott location. Includes transporting from Story County and return shipment back to Story County.
- Customer may request particular images while books/files are offsite. If needed, images will be provided within 16 business hours of Cott receiving the request.
- Cott will provide Resync: Quality Control for sequencing, and naming of images to match the actual numbers on the documents.



6. GB of Images. This project will yield approximately 1 GB worth of images.

7. User Licenses. Unlimited search, rights to use software for term of contract.

8. Deployment. Hosted deployment, Hosted (internet) search on Auditor's Online Index Book System.

9. Implementation. Project management and service installation are included.

10. Data Access Permissions.

Please check below the appropriate data access permissions:

Staff Only.

In office public search stations.

County offices.

Any internet users.

Other, please explain: _____

| | | |
|----------------------|---|----------------------|
| Fees | \$19,995 | |
| Schedule of Payments | Invoice upon receipt of signed contract | \$10,000 |
| | Due upon subsequent invoices | \$9,995 ¹ |

¹ Cott will issue invoice upon completing the installation of software and images on or after July 1, 2021.

PLEASE NOTE: The pricing in this offer is valid through 12/19/2020. After this date, this offer will be priced at the current rate.

Customer to provide the following:

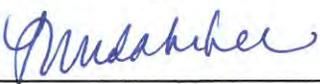
Broadband High-Speed Access, Access to hardcopy books, Permission to Take Bound Books Off-site

Specifications:

Search Stations

Use one of the following supported browsers:

- Internet Explorer 11
- Microsoft Edge
- Google Chrome
- Mozilla Firefox

X Customer Acknowledgement:  Date: 12-15-2020

Cott and Customer have executed this contract to be effective as of the date it is signed by Customer. Cott's **Master Agreement for Products and Services** also applies to the provision of services by Cott under this contract and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this contract will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

Master Agreement for Products and Services 8/28/2018
(Date Signed)

Online Index Books Hosted Services Addendum 8/28/2018
(Date Signed)

Addendum for Online Index Services 8/28/2018
(Date Signed)

County Recorder, Story County, Iowa

(County, Parish, Town)

COTT SYSTEMS, INC.

Deborah A. Ball 11/17/2020
(Signature) (Date)

Deborah A. Ball
(Print Name)

Chief Executive Officer

Jane E. Miller



CUSTOMER

Linda Murken 12/15/2020
(Signature) (Date)

LINDA MURKEN
(Print Name)

CHAIR, BD. OF SUPERVISORS

[Signature]

Customer acknowledgement also required on additional page(s).

Please digitally sign and initial; or print, sign, and initial original copy.

Once contract is signed, please fax or email the **entire** contract to Cott.

To: Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | contracts@cottsystems.com

CUSTOMER SUPPORT EXHIBIT

Customer Support Structure

Our automated system directs incoming Customer calls to the appropriate Customer Support Specialist. Customer Support is organized into product centric teams. This structure allows each Specialist to develop expertise in a concentrated area of Cott's vast offerings. Team members are encouraged to work together to resolve issues and use all resources available to answer your questions timely and accurately.

Contacting Customer Support

Cott Customer Support is available using any of the follow methods:

- **Toll free hotline: 800-588-COTT**
- Cott- in-house personnel are available during normal business hours:
 - **Monday through Friday, 7:00 am through 6:00 pm, Eastern Time, excluding holidays.**
 - **Voicemail:** During business hours or after business hours, Cott Customers always have the option of leaving a voice mail message for the Customer Support Team. Voicemail is checked every hour during normal business hours.
- **Email: support@cottsystems.com**
 - During normal business hours, a Customer Support Representative reads email sent to this address within one hour of receipt.
- **Fax: 866-540-1072**

Escalation Procedures

If you are not satisfied with the service provided by Cott's Customer Support Specialists, please let us know. We have weekly meetings to discuss Customer input and determine what is needed to improve our support processes. Please contact Cott's Customer Support Manager to discuss matters of concern:

- **Customer Support Manager**
Tonia Thomas
Office: 800-234-COTT, Ext. 365
Email: tthomas@cottsystems.com

If your issue is still not being resolved to your satisfaction, please inform our COO or CEO:

- **COO**
Drew Sheppard
Office: 800-234-COTT, Ext. 251
Email: dsheppard@cottsystems.com
- **CEO**
Deborah Ball
Office: 800-234-COTT, Ext. 255
Email: dball@cottsystems.com

Customer Support Service Levels

All Customer issues are recorded and responded to using service level (priority) criteria. The table below depicts Cott's current service level categories.

Definition of Terms:

Respond Time: The time it takes to assign the issue to a Customer Support specialist.

Resolve Time: The time it takes to completely resolve the issue.

Resolve times are estimated for items that can be resolved between the Customer and our Support team. An issue that requires changes to our application software must go through Development and Quality Assurance teams and takes longer to resolve. Times vary depending on the circumstances (i.e. complexity, connectivity, 3rd party support, etc.).

| Level | Definition | Estimated Respond & Resolve Times | Examples |
|------------------------------|---|---------------------------------------|---|
| Priority 1 (High) | Problem/Request that is significantly impacting office workflow to the point of zero productivity; there is no workaround. | 0-30 min. Respond 0-6 hrs. Resolve | Server is not functioning. Customer cannot record documents. Search is not working. Indexing viewable but images are not in eSearch. |
| Priority 2 | Problem/Request significantly impacts office workflow; generally there is a workaround. Issue involves data integrity. | 0-2 hrs. Respond 0-3 Days Resolve | Search is inaccurate. Backup is not functioning. Auto Redaction is not working. eRecording errors. Unable to balance fees. |
| Priority 3 | Problem/Request has minimal impact on office workflow. | 0-1 Day Respond 0-5 Days Resolve | Error that still allows the office to work. Able to print but printing on wrong printer. Incident request from Customer. |
| Priority 4 | General inquiries not impacting office workflow. | 0-5 Days Respond 0-30 Days Resolve | Customer needs assistance when issue reoccurs. Waiting to duplicate error. |
| Priority 5 (Low) | Change / Enhancement requests. Or, other types of requests that require careful planning or significant resource time. | To Be Determined | Enhancement requests. Problem is resolved, want to leave it open to monitor. |

SERVICE LEVEL AGREEMENT FOR COTT SYSTEMS HOSTED SOLUTIONS

Service Level Commitment

Cott Systems commits to provide 99.5% uptime with respect to the Customer's Service during each month of the Term, excluding regularly scheduled maintenance times. Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the Service.

Certain conditions deemed to be not under Cott's control shall not be covered under this Service Level Agreement. These conditions include, but are not limited to:

- Connectivity provided by Customer's ISP (example, the customer link)
- Uptime or reliability of Customer's network
- Uptime of Customer's hardware
- Other scheduled outages
- Packet loss
- Problems with underlying network providers: network or applications, equipment of facilities, acts or omissions of any underlying network provider, any use or user of the service authorized by an underlying network provider, Force Majeure (see Addendum) or local access provider outages or service interruption.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time will typically be scheduled a week in advance, scheduled to occur at night on the weekend, and take less than 10 hours per quarter. Cott Systems provides notice that every Sunday night from 10:00 PM - 10:30 PM EST is reserved for routine scheduled maintenance as needed.

Cott Systems reserves the right to take down the service for unscheduled maintenance at any time. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates and Notices

This Service Level Agreement may be amended by Cott Systems only after providing 30 days advance notice. Notice will be communicated to the person designated as Administrator of your system or of your Cott System's account. Notices will be delivered by e-mail, or on the authentication screen of your software portal.

Customers to accept /receive updates as Cott deems necessary to appropriately maintain & optimize the hosted environment. This will help us keep customers on the same version in this environment.

Customer is responsible for antivirus protection on stations that update the hosted site with index data and/or images.

Services Cott Provides

- Management of server infrastructure to support the Cott software applications in the hosted environment, including:
 - Assure maintenance and warranty coverage.
 - Manage all security and software updates for all hardware and systems contained within the hosted environment.
 - Manage disaster recovery backups.
 - Maintain high availability & redundancy.
- Support access and utilization of the Cott software applications in the client's environment, including:
 - Troubleshooting of Citrix issues.
 - Assisting Customer's IT resources in resolving issues with printers, scanners, workstations, etc.

Services Customer Provides

- Equipment in the Customer's office.
- Manage and support in the Customer's office all configuration of network, internet, firewall, and other client-owned technology.
- Communicate details on all users who need access to the Cott solution.
- Maintain backups of all data and systems not part of the Cott hosted environment.

Date - 12/01/20
Time - 11:57:32

Story County - Accounting
Fund Status Report

Program - AA20501
Page - 1

Month 11 November Fiscal Year 2020/2021 Ending 11/30/2020
Fund 27000 Recorder's Record Mgmt

| | Treasurer | Auditor | Year to Date |
|-------------------------------|-----------|-----------|--------------|
| Beginning Year Balance | 84,241.03 | 84,241.03 | |
| Beginning Cash Balance | 76,080.89 | 76,080.89 | |
| Less Loans Payable to Funds | .00 | .00 | |
| Plus Loans Receivable From | .00 | .00 | |
| Beginning Month Balance | 76,080.89 | 76,080.89 | |
| Revenues | Month | Month | Year to Date |
| Property Tax-Current | .00 | .00 | .00 |
| Property Tax-Delinquent | .00 | .00 | .00 |
| Penalties & Interests | .00 | .00 | .00 |
| Other County Taxes | .00 | .00 | .00 |
| State Shared Revenues | .00 | .00 | .00 |
| State Grants/Reimbursements | .00 | .00 | .00 |
| State Replacement/Tax | .00 | .00 | .00 |
| Other State Replacement | .00 | .00 | .00 |
| Federal Grants | .00 | .00 | .00 |
| Contrib&Reimb Other Gov | .00 | .00 | .00 |
| Payment in Lieu of Tax | .00 | .00 | .00 |
| Licenses & Permits | .00 | .00 | .00 |
| Charges for Services | 1,411.00 | 1,411.00 | 7,240.00 |
| Use of Money & Prop | 23.15 | 23.15 | 134.01 |
| Fines/Forfeits/Defaults | .00 | .00 | .00 |
| Miscellaneous Revenues | .00 | .00 | .00 |
| Total Revenues | 1,434.15 | 1,434.15 | 7,374.01 |
| Treasurer Disbursements | .00 | .00 | .00 |
| Warrants Paid Out | .00 | .00 | 14,100.00 |
| Warrants Issued | .00 | .00 | 14,100.00 |
| Auditor Adjustments | .00 | .00 | .00 |
| Auditor Transfers In | .00 | .00 | .00 |
| Auditor Transfers Out | .00 | .00 | .00 |
| Treasurer Transfers In | .00 | .00 | .00 |
| Treasurer Transfers Out | .00 | .00 | .00 |
| Treasurer Reimbursed Revenues | .00 | .00 | .00 |
| Auditor Reimbursed Expenses | .00 | .00 | .00 |
| Ending Month Fund Balance | 77,515.04 | 77,515.04 | |
| Plus Loans Payable to Funds | .00 | .00 | |
| Less Loans Receivable From | .00 | .00 | |
| Ending Month Cash Balance | 77,515.04 | 77,515.04 | |
| --Warrants Outstanding | | | .00 |



Iowa County Courts Full Courtroom System Package

Scope of Work:

A 7" desktop control panel will be placed at the clerk's desk or judge's bench whichever is appropriate. The control panel talks to the processor. The panel has all the functions to control the system. Power on/off, source select, and audio system controls.

An equipment rack is normally placed under or very near the clerk's desk. This rack is approximately 24" x 24" x 24" and electrical power is needed at that location.

The Control System Processor is the brains of the system; this device will be mounted in the equipment rack and connect to all the other equipment.

The Professional Audio Mixer with DSP and Echo Cancellation will be mounted in the equipment rack. This device controls and routes the audio and controls the audio conferencing.

A Bench Conferencing Microphone and five 12" Gooseneck Microphones are provided (Judge, witness, plaintiff, defense, and lectern). These have a weighted base and a short length of cable so they can be moved a foot or two in any direction as needed.

Five Microphone and Speaker boxes will be provided; these are the connection points for the microphone and the five small desktop speakers. The speakers have a local volume control. Four recessed ceiling speakers are provided and will be mounted over the jury and/or gallery.

Four Fixed HD Cameras (Judge, Witness, Plaintiff, Defendant) are provided. The camera view can be switched via the touch panel to display in the virtual meeting.

An Audio Video Bridge to PC over USB connection box will sit in the equipment rack and provide A/V for software video conference on the court provided PC.

A Digital Presenter (aka document camera or Elmo) is provided to present evidence. The image from this doc cam can be switched via the touch panel to display on the virtual meeting and/or on the two 65" displays and/or the 22" display at the judge's bench or the 22" display at the witness bench.

The two 65" displays will be mounted in such a way to allow viewing by the jury, the plaintiff, and defendant. If a mounting location can be done for viewing by the gallery, we will do so but that is not the priority. This is dependent on each courtroom layout and CTI will adjust to the will and needs of each.

Electrical power for the displays needs to be provided. An electrical contractor can be scheduled to work concurrently with CTI to locate and provide the outlets.

A network drop is required at the equipment rack; if audio conferencing outside of the web-conferencing is needed, the courts will need to provide a phone line at the equipment rack.

The utmost care will be taken to conceal all cabling and minimize aesthetic disruption of the courtroom however some cabling may be exposed especially over floors. Several cable cover devices are available to secure the cable.

It will be the responsibility of the Court to dispose of all old equipment.

Conference Technologies can provide consultation and relocation/installation of the removed equipment if desired but that will be done on a case by case basis and apart from this contract.

System Installation Sign Off

The judicial branch has selected a vendor to install a "Full Courtroom" conferencing system in your county. See the attached document for a complete description of the system and functionality.

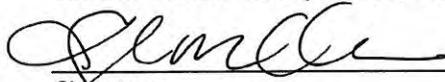
Before installation can begin, this form must be completed and signed by a judicial officer and a county representative (such as the auditor, county attorney, a member of B.O.S, or maintenance). Explain any "No" answers in the space provided. Sign and date the form and return to Valentina.Kunkel@iowacourts.gov.

County Name: Story

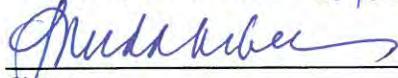
| Statement | Judicial Officer | County Representative |
|--|--|---|
| 1. Do you approve the installation of the Full Courtroom system (described in the attached document) on the County premises? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text. | <input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text. |
| 2. Do you understand that some cabling may run over the floor (e.g., near the counsel tables)? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text. | <input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text. |
| 3. Do you understand you can purchase and apply covers for the exposed cabling? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text. | <input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text. |
| 4. Will the county assist with any electrical needs (power outlets, etc.), if necessary? | Not applicable. | <input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text. |

Signatures

Judicial officer: I, Amy Moore, authorize and approve the Full Courtroom system installation.

| | | |
|---|----------------------|-------------------|
|  | District Court Judge | November 23, 2020 |
| Signature | Title | Date |

County representative: I, ^{Linda Murken} ~~Story County~~, authorize and approve the Full Courtroom system installation.

| | | |
|---|----------------------------|----------|
|  | Board of Supervisors Chair | 12/15/20 |
| Signature | Title | Date |