

Consent Agenda

November 16, 2021

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members present. Chairman Belt presiding.

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

After discussion was held by the Board, a Motion was made by Wichman, and second by Shea, to approve:

- A. November 9, 2021, Minutes as read.
- B. Jail – Employment of Gerald Cahill as Detention Officer
- C. Secondary Roads – Employment of Israel Rivera as Bridge Technician III, Travis Bauer as Bridge Technician I, and Perry Beedle IV as Equipment Operator.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

After discussion was held by the Board, a Motion was made by Wichman, and second by Shea, to Canvass Second Tier Elections for City/Schools and Iowa Western Community College, and to authorize Auditor to pay election costs.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to approve and authorize Chairman to sign Iowa Economic Development Authority Community Development Block Grant Disaster Recover (CDBG-DR) Program Contract.

UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Planning and Zoning Resolution No. 2021-04** entitled: Final Plat of the Boonies, a subdivision situated in Lewis Township.

**PLANNING AND ZONING
RESOLUTION NO. 2021-04**

WHEREAS, this Board had approved the preliminary plat of **The Boonies**, a residential subdivision situated in **Lewis Township**, by approval of Planning and Zoning Resolution No. **2021-03**, dated **September 7th, 2021**; and

WHEREAS, the final plat and supporting documents required by Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, has been filed with this Board for its study and consideration under **Case #SUB-2021-02**; and

WHEREAS, this Board has examined the final plat and has found it is in substantial compliance with the approved preliminary plat; and

WHEREAS, after careful study, and due consideration this Board has determined that the final plat and supporting documents conform to the requirements of Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, and it has deemed it to be in the best interest of Pottawattamie County, Iowa, to approve the final plat.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA: That the final plat of **The Boonies**, a residential subdivision in Pottawattamie County, Iowa, be, and the same is hereby approved as the final plat of said subdivision.

And that the Chairman of the Board of Supervisors is hereby authorized to enter such approval upon said final plat.

PASSED AND APPROVED November 16th, 2021

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Scott Belt, Chairman				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tim Wichman				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Lynn Grobe

	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Justin Schultz				

	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea				

Attest: _____
Melvyn Houser, County Auditor
Pottawattamie County, Iowa

RECORD: After Passage

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

Motion by Wichman, second by Schultz, to approve and authorize Board to sign **Resolution No. 116-2021** entitled: Establishment of Speed Limit Zone.

RESOLUTION NO. 116-2021

ESTABLISHMENT OF A SPEED LIMIT ZONE

WHEREAS, Pottawattamie County has been requested to study traffic conditions within Sherwood Country Estates Subdivision, and;

WHEREAS, the following roads are not posted at any speed, and;

WHEREAS, the results of the study indicate these roads were designed for less than 30 MPH, and;

WHEREAS, the Pottawattamie County Board of Supervisors may determine and declare reasonable and proper speed limits on County roads.

NOW THEREFORE BE IT RESOLVED, by the Pottawattamie County Board of Supervisors in session this day 16th Day of November, 2021, that speed limits be established at 25 MPH and appropriate signs be erected at the locations described below:

Norman Drive, Tonya Street, Brett Loop, Wayne Circle

Dated this 16th day of November, 2021.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Scott A. Belt, Chairman				
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tim Wichman				
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lynn Grobe				
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Justin Schultz				
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea				

ATTEST: _____
Melvyn Houser, County Auditor

RECOMMEND: _____
John Rasmussen, County Engineer

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

Motion by Wichman, second by Shea, to open Public Hearing on Status of Funded Activities for Carson/Macedonia CDBG-DTR project.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

Motion by Wichman, second by Shea, to close Public Hearing.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

Motion by Wichman, second by Schultz, to approve Cornerstone Commercial Contractors pay request no. 5 for Carson/Macedonia CDBG-DTR.
UNANIMOUS VOTE. Motion Carried.

Kristine Sorenson, Executive Director of the Western Iowa Development Association appeared before the Board to give an update on the organization and current WIDA projects. Discussion only. No action taken.

3. OTHER BUSINESS

Motion by Schultz, second by Shea, to approve job description for Health Educator position.
UNANIMOUS VOTE. Motion Carried.

Motion by Grobe, second by Schultz, to approve the following appointments to the Compensation Board: Board of Supervisors – Marcia Antworth & Roger Williams; Attorney – Matthew Garst; Auditor – Rob Livingston; Treasurer – Julie Roach Jenson. Said terms will run through June 30, 2025.
UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, and second by Shea, to amend Agenda adding Closed Session item pursuant of Iowa Code, 20.17 (3), for discussion and/or decision on labor regulations/collective bargaining.

4. CLOSED SESSION

Motion by Wichman, second by Shea, to go into Closed Session pursuant of Iowa Code, Chapter 21.5 (1)(i) for discussion and/or decision on personnel matters.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

Motion by Shea, second by Schultz, to go out of Closed Session.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

4. CLOSED SESSION

Motion by Schultz, second by Wichman to go into Closed Session pursuant of Iowa Code, Chapter 20.17 (3) for discussion and/or decision on labor regulations/collective bargaining.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

Motion by Shea, second by Grobe to go out of Closed Session.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

6. CLOSED SESSION

Motion by Wichman, second by Shea, to go into Closed Session pursuant of Iowa Code, Chapter 21.5 (1)(i) on evaluation of individual's hiring.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

Motion by Shea, second by Wichman, to go out of Closed Session.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

7. RECEIVED/FILED

A. Salary Actions

- 1) Communications – Payroll Status Change for Rachelle Holt
- 2) Juvenile Detention – Employment of Stephanie Bradley as Part-Time Youth Corrections Worker
- 3) Auditor – Payroll Status Change for Marilyn Kennedy

8. ADJOURN

Motion by Wichman, second by Grobe, to adjourn meeting.
UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 2:34 P.M.

Scott A. Belt, Chairman

ATTEST: _____
Melvyn Houser, Pottawattamie County Auditor

APPROVED: November 23, 2021
PUBLISH: X

Scheduled Sessions

**Brenda Mainwaring/President & CEO Iowa
West Foundation**

**Update and discussion of grant award
cycle.**



FOR IMMEDIATE RELEASE
Date: Nov. 21, 2021

CONTACT: Nicole Lindquist
Director of Communications
w: 712-309-3004
c: 402-981-2289
nlindquist@iowawestfoundation.org

Iowa West Foundation funnels \$4 million + into southwest Iowa communities

Grants & initiatives bolster education, economic development, placemaking and healthy families

The Iowa West Foundation Board of Directors recently approved a plan in grants and initiatives in the following areas: to provide a variety of cases that received financial support from the foundation to help develop and provide more accessibility to essential services and quality of life.

The Iowa West Foundation's goal is to help address the needs of communities that are also struggling in their areas. Brenda Bain, a resident and CEO of the Iowa West Foundation, sees herself as a partner with the nonprofit that she supports. "We can be confident to improve lives in our region."

Bain credits the nonprofit partners with the American Arrais and Horses for the foundation's ability to make a meaningful impact in the community. "The investments and income are a tremendous help to the students and the community. The grants that support the projects throughout the counties in southwest Iowa."

CE

In the place, a kind category, a plan for any of the foundation received a \$10,000 for an owner-occupied repair program. The program is for protection and renovation of the existing housing stock in order to improve the health and safety of the occupants, maintain property values and increase overall food access.

This support means that the plan is able to work directly with the owners in the areas where they are to find solutions for home maintenance and repair issues where they do not otherwise have the funds. Said Blake Johnson, Executive Director, "We plan to provide the award through the collaborative spirit of the plan and to bring the most of the community and those in need of our support."

Cass County Fair Association

Replacement of stalls

00000

City of Council Bluffs

F.I.R.S.T. A.V.E.

00000000

City of Griswold

Park Revitalization

00000

City of Sidney

Gazebo on the Square

000000

Council Bluffs Chamber of Commerce

Workforce Development Program

0000000

Council Bluffs Community School District

BLink

0000000

Council Bluffs Schools Early Learning Center

00000000

Golden Hills Resource Conservation & Development

Operating Support 2022

000000

Habitat for Humanity of Council Bluffs

Owner Occupied Repair Program

000000

Heartland Bike Share

Connection Council Bluffs Iron Horse Heartland Bicycle

000000

Heartland Family Service

H.E.A.T. 2022

0000000

Lewis Central Children's Mental Health

000000

Historic General Dodge House

Preservation, Porches & Paint

000000

Iowa West Foundation initiative

Capacity Building Fund

□□0□000

Nebraska Enterprise Fund

Expanding Western Iowa Fund for Entrepreneurs

□□□□000

New Visions Homeless Services

Operating Support 2022

□□□□000

The 712 Initiative

Operating Support 2022

□□□□000

David Bayer/CIO

**Discussion and/or decision to approve and
authorize CIO to sign contract for
Microsoft 365 Migration Services.**



ThinkSpace IT

MICROSOFT 365 MIGRATION SUPPORT

Pottawattamie County IT

Delivered on August 30, 2021 Submitted by Jessa Erickson

OVERVIEW

Dear David,

In business, sometimes it's hard to see the forest for the trees. You work hard every day to meet your customers' current needs and anticipate what they'll want in the future. You listen carefully, attend to your market, and watch your cash flow. You give your employees the best training and benefits that inspire loyalty. Pottawattamie County IT is a solid business with a good reputation - so what's next?

Growth and innovation are important, but big picture thinking can be tough, especially when you're busy with day-to-day transactions and business is consistently good. But could business be great? At ThinkSpace IT, we think so.

You outsource your cleaning, your accounting, your IT services, and your web presence. It makes good financial and business sense to bring in the experts so you can focus on what you do best. ThinkSpace IT is the provider of choice for big-picture organizational problem solving and creative growth strategy. We'll help you think about your business in a whole new way, bringing a fresh perspective to long-standing challenges and helping you envision - and achieve - a future with unlimited possibilities.

Our objective is to build on your considerable strengths to ensure that Pottawattamie County IT continues to be a leader in your industry.

I look forward to meeting with you to discuss next steps.

Sincerely,



Jessa Erickson

Owner

ThinkSpace IT

ABOUT US

ThinkSpace IT's solutions don't come out of a box ready to plug and play. We pride ourselves on identifying your challenges quickly and designing strategies to address them, always keeping top of mind your business's need for minimal disruption.

Our team has been helping businesses both here in this community and across the US. We know the landscape, we know your market, and we understand your industry.

Each of our team members has a diverse skill-set and knowledge base, and actually enjoys working in the IT field. This marriage of theory and practice is critical to our strategic approach. Combined, our team has over 50 years of hands-on problem-solving expertise behind them. That's a lot of problems, and even more solutions.

Microsoft 365 Successes:

- Shelby County Iowa
Taryn Knapp, IT Coordinator
tknapp@shco.org
Azure AD and 365 Management
- City of Branson, Missouri
Chad Forster, IT Director
cforster@bransonmo.gov
365 Provisioning and Consulting
- College of Saint Mary
Kevin Scholl, Director of IT
kscholl@csm.edu
Azure AD and 365 Management
- United States Army War College
Beverly O'Donnell, Business Manager
beverley.a.odonnell.civ@mail.mil
365 Provisioning and Consulting

CAPABILITY STATEMENT



ThinkSpace IT focuses on a creative approach to technology so we can help our customers get the most out of their solutions. With a proven record of satisfied customers across varied hardware and software platforms, we are highly qualified to meet all of your IT infrastructure needs. Our extensive partner network includes Google, Intel, HP, Xerox, and Microsoft, which allows us to provide best in class IT Solutions, Cloud Hosting and IT Support Services.

ThinkSpace IT
(a creative approach to technology)

CORE COMPETENCIES

- Remote Monitoring Management (RMM)
- Managed Firewalls
- Managed Backups
- Managed Print Services
- Cloud Solutions
- Phone Systems
- Surveillance Solutions
- Networking (wireless and wired)
- Networking design, installation & maintenance
- Low-voltage cabling
- Hardware repair, replacement & installation
- Software procurement, management & installation
- e-waste management (paper & digital)

DIFFERENTIATORS

- We partner with a vendor to provide no cost e-waste recycling to businesses & communities
- We have deep partnerships with major IT vendors
- We employ hardware & software certified techs & engineers
- We do not sell refurbished parts
- We are a HIPAA compliant company
- All staff undergo background checks annually
- All staff have completed CJIS Security Training - Level 4
- We have 50+ years of technical enterprise IT experience
- We are a 100% woman-owned small business
- Midwest based company
- Vendor agnostic - We find the solution that fits you instead of making you fit the solution
- Internationally award winning IT company

PAST PERFORMANCE

US Army War College
309 Engineer Ave., Carlisle, Pennsylvania
State of Iowa
321 E 12th St., Des Moines, Iowa
Denison Job Corp
10 Opportunity Drive, Denison, Iowa
Shelby County
612 Court St., Harlan, Iowa
College of Saint Mary
7000 Mercy Road, Omaha, Nebraska
references available upon request

NAICS CODES

238210, 334614, 335122, 423420, 423430, 423610, 511210, 517911, 518210, 532420, 541512, 541513, 541519, 541611, 541518, 541690, 541990, 561499 & 811212

PSC CODES

D305, D325, D306, 7010, D307, D315, 7045, R415, D324, L063, D311, D399, 7022, L060, 7025, D318, D310, D316, D317, D301, 7050, D312, D321, 7035, D303, D319, L075, 7021, D320, 7030, D322, D300, D302, L070 & 7020

COMPANY DATA

FOUNDED 2013
HEADQUARTERS Harlan, Iowa
DUNS NUMBER 060515705
CAGE CODE 84NT7
GSA SCHEDULE 70 #GS-35F-0143R
GSA SCHEDULE 58I #GS03F-053DA

WOMAN-OWNED SMALL BUSINESS
IOWA TARGETED SMALL BUSINESS

We accept most credit & purchase cards

Jessa Erickson - Owner c: 515.708.1434 jessa.erickson@thinkspaceit.com

ThinkSpace IT
(a creative approach to technology)

VISIT US
1108 8th St., Harlan, Iowa 51537

CALL US
844.576.2555

FIND US
www.thinkspaceit.com

MEET OUR TEAM



Jessa Erickson
OWNER

Jessa facilitates account management including billing, as well as licensing procurement and customer satisfaction.



Joshua Clark
ENGINEER & TEAM LEAD

Josh serves as our team lead, managing the timeline and migration from on-premise to the cloud.

Michael Williams
TECHNICIAN

Michael is our back-end technician who specializes in tenant and user configuration.

Nick Conrad
PRODUCTIVITY SOLUTIONS CONSULTANT

Nick provides direct integration support with Microsoft as well as productivity solution guidance to help our customers get the most out of their investment.



PROJECT SUMMARY

Pottawattamie County IT is a strong community presence with a proven track record of meeting constituents' expectations in a rapidly changing world. You have the services people need, but there's a gap between your current IT infrastructure and where you want to be.

Growing your business means building on your strengths to improve your company's flexibility and capacity for innovation – both in what you offer and how you offer it.

That's where ThinkSpace IT comes in.

Deliverables

- Consult on and recommend the appropriate Microsoft 365 licensing
- Assist with the configuration and build out of Pottawattamie County IT's Microsoft 365 cloud solution
- Train Pottawattamie County IT's IT staff on how to maintain, backup, improve, secure and upgrade the new cloud solution to ensure network health and security
- Educate and consult with Pottawattamie County IT on the advantages and benefits that Microsoft Teams has to offer their users
- Configure and train Pottawattamie County IT's IT staff on mobile device management
- Configure and train Pottawattamie County IT's IT staff on MFA integration for 365
- Configure and train Pottawattamie County IT's IT staff on email encryption



PROJECT ACTIVITIES

Discovering your unique business profile.

ThinkSpace IT assigns a team specifically for Pottawattamie County IT's needs. We get to know you - your strengths, challenges, history, and current needs - and we get to know your market. Together with your project lead and senior management team, we define the problem and create goals to solve it.

Assessing your current situation and establishing benchmarks for success.

In this phase, we compare your current state to your desired state - where are you now and where do you want to be? We identify specific gaps, set benchmarks for success, outline measurable targets, and select analytics tools.

Designing your customized solution.

Our team designs a customized solution and implementation plan to meet your objectives within the time frame required. We work closely with your project lead and management team to make sure the plan is a good fit with realistic objectives and outcomes.

Implementing your solution and managing change.

We stay with you every step of the way while your solution is rolling out, guiding implementation, tweaking elements of the plan as we get feedback from employees and customers, and measuring success using custom analytics.

Azure Active Directory Integration

As part of future-proofing the Office 365 solution, ThinkSpace IT recommends integrating Office 365 with the County's Active Directory accounts. This way, users will experience an integrated sign-in with a single Microsoft account across all devices and their Office 365 account. The alternative is managing the existing Active Directory accounting and managing an additional Office 365 account.

Once integrated, Azure Active Directory will be able to mirror changes made to the on-premise Active Directory account, meaning operations such as adding a new user will be reflected online within hours of the on-premise change.

Email Migration

After considering the Request for Proposal in detail, ThinkSpace IT would like to recommend migrating the existing email data to the Office 365 environment. The consolidation of user emails in one location (the Office 365 cloud) will eliminate the likelihood of your department having to track down old conversations and/or attachments. Users will also be able to reduce downtime by retaining their current inbox folder structure.

Spam Filter

It is our recommendation to utilize a Microsoft 365 spam filter solution in conjunction with your new 365 accounts. While it is certainly not mandatory, as Barracuda has a good solution, it is recommended as it is already in the cloud and will integrate automatically. If you opt to keep Barracuda, we recommend moving to a cloud spam filter solution.

GoToMeeting

Once 365 is up and running there will be no need further need to utilize GoToMeeting as Teams is included in the monthly licensing cost and is a very robust solution that should meet or exceed any requirements you might have.

TIMELINE

START DATE

ThinkSpace IT proposes to begin consultations with Pottawattamie County IT as early as September 1, 2021.

ESTIMATED PROJECT PHASE TIMELINE	TIME FRAME
Phase I	Weeks 1-2
Phase II	Weeks 2-3
Phase III	Week 4
Phase IV	Week 5
Setup & configure Pottawattamie County IT Microsoft 365 licensing portal	Week 6
Training with Pottawattamie County IT staff	Week 6

ACCOUNTABILITIES

ThinkSpace IT provides a team of expert consultants that matches Pottawattamie County IT's priorities for growth and innovation, and carries out the activities described above within the agreed-upon time frame.

POTTAWATTAMIE COUNTY IT

- Assigns a leader within the organization to work with ThinkSpace IT
- Provides access to senior management as needed
- Provides access to documents, statements, and computer systems as needed
- Works collaboratively in a series of weekly meetings to move the project forward

MIGRATION INVESTMENT

Description

Labor for 365 Migration Support | Phase I

\$15,000

Assessment and documentation of current email environment and provide a full list of users and current email types; basic setup and configuration of Office 365 tenant; email domain configuration and public DNS MX setup; email address setup on Office 365; recommendation of Office 365 licensing and monthly cost quote

Labor for 365 Migration Support | Phase II

\$20,000

Migration of contacts and address books from current Exchange server; migration of calendar(s) from current Exchange server to 365; PC setup - Outlook application setup; Mobile device - Outlook application setup

Labor for 365 Migration Support | Phase III

\$15,000

MFA, encryption, spam filter, retention policy, and user backups configuration

Labor for 365 Migration Support | Phase IV

\$250

Once all migration configurations are complete and emails are successfully flowing to active users, we will assist with decommissioning your on-premise Exchange server

Basic Training for IT Staff

\$500

Basic training includes two 2-hour sessions covering the following topics: 365 tenant maintenance, backing up a 365 tenant and recovering lost/deleted items, 365 management best practices, 365 security, the 365 roadmap

Additional Training for IT Staff

\$80/Hour

0

\$0/Hour

If there are any additional topics you and your staff would like training on, please let us know.

TOTAL

\$50,750

Labor costs are based on a 500-user environment with Exchange migration.

LICENSING INVESTMENT

Monthly Licensing	cost/user	users	cost/month
Office 365 Plans			
Microsoft Office 365 GCC G1	\$7.20/Month	0	\$0/Month
Microsoft Office 365 GCC G3	\$18/Month	0	\$0/Month
Microsoft Office 365 GCC G5	\$31.50/Month	0	\$0/Month
Microsoft Exchange Online (Plan 1) GCC	\$3.60/Month	0	\$0/Month
Microsoft Exchange Online (Plan 2) GCC	\$7.20/Month	0	\$0/Month
Office 365 Account Backup			
Data Secure for Microsoft 365	\$3/Month	0	\$0/Month
Spam Filtering			
Microsoft Defender for GCC (Plan 1)	\$1.80/Month	0	\$0/Month
Microsoft Defender for GCC (Plan 2)	\$4.50/Month	0	\$0/Month
Encryption			
Microsoft Office 365 Data Loss Prevention	\$5/Month	0	\$0/Month
Mobile Device Management			
Mobile Secure	\$2/Month	0	\$0/Month
TOTAL			\$0

Monthly licensing can be adjusted through your own customized portal as staff changes occur. Billing will occur on the 1st of each month and reflect license counts as of the 25th of the previous month.



CONTRACT

This Support Agreement, dated effective August 30, 2021 (this "Agreement"), is made and entered into by and among Pottawattamie County IT (the "Company") and ThinkSpace IT (the "Consultant").

ARTICLE 1

SCOPE OF WORK

1.1 SERVICES.

The Company has engaged Consultant to provide services in connection with the Company's Microsoft 365 Migration Support project. Consultant will procure and provision any and all applicable licensing requested by the Company as well as provide support and training services to the Company's IT team, and such other services as described in Exhibit A (collectively, the "services").

1.2 TIME AND AVAILABILITY.

Consultant will devote # hours per month in performing the services for the Company as stated herein. Consultant shall have discretion in selecting the dates and times it performs such consulting services throughout the month giving due regard to the needs of the Company's business. If the Company deems it necessary for the Consultant to provide more than # hours in any month, Consultant is not obligated to undertake such work until the Consultant and Company have agreed on a rate of compensation. [*The time devoted can be hours per day, per week, or per year. The Company may also elect to pay a flat monthly fee regardless of hours, but the Company should be cautious of this approach.*]

1.3 CONFIDENTIALITY.

In order for Consultant to perform the consulting services, it may be necessary for the Company to provide Consultant with Confidential Information (as defined below) regarding the Company's business and products. The Company will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of the Company.

1.4 STANDARD OF CONDUCT.

In rendering consulting services under this Agreement, Consultant shall conform to high professional standards of work and business ethics. Consultant shall not use time, materials, or equipment of the Company without the prior written consent of the Company. In no event shall Consultant take any action or accept any assistance or engage in any activity that would result in any university, governmental body, research institute or other person, entity, or organization acquiring any rights of any nature in the results of work performed by or for the Company.

1.5 OUTSIDE SERVICES.

Consultant shall not use the service of any other person, entity, or organization in the performance of Consultant's duties without the prior written consent of an officer of the Company. Should the Company consent to the use by Consultant of the services of any other person, entity, or organization, no information regarding the services to be performed under this Agreement shall be disclosed to that person, entity, or organization until such person, entity, or organization has executed an agreement to protect the confidentiality of the Company's Confidential Information (as defined in Article 5) and the Company's absolute and complete ownership of all right, title, and interest in the work performed under this Agreement.

1.6 REPORTS.

Consultant shall periodically provide the Company with written reports of his or her observations and conclusions regarding the support services. Upon the termination of this Agreement, Consultant shall, upon the request of Company, prepare a final report of Consultant's activities.

ARTICLE 2

INDEPENDENT CONTRACTOR

2.1 INDEPENDENT CONTRACTOR.

Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Company. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. Consultant is not authorized to speak for, represent, or obligate the Company in any manner without the prior express written authorization from an officer of the Company.

2.2 TAXES.

Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Company on behalf of Consultant or his/her employees. Consultant understands that he/she is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by the Company, properly document to the Company that any and all federal and state taxes have been paid.

2.3 BENEFITS.

Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the Company. No workers' compensation insurance shall be obtained by Company covering Consultant or Consultant's employees.

ARTICLE 3

COMPENSATION FOR CONSULTING SERVICES

3.1 COMPENSATION.

The Company shall pay to Consultant monthly licensing costs and labor costs for services rendered to the Company under this Agreement. The monthly compensation shall be paid on the first of the month following the month the services were provided. The monthly compensation shall be paid regardless of the number of consulting hours provided by Consultant in a particular month.

The Company shall pay to Consultant monthly licensing costs and labor costs for services rendered to the Company under this Agreement. The monthly compensation shall be paid on the first of the month following the month the services were provided. The monthly compensation shall be paid regardless of the number of consulting hours provided by Consultant in a particular month.

The Company agrees to reimburse Consultant for all actual reasonable and necessary expenditures, which are directly related to the support services. These expenditures include, but are not limited to, licensing and labor costs. Expenses incurred by Consultant will be reimbursed by the Company within 15 days of Consultant's proper written request for reimbursement.

ARTICLE 4

TERM AND TERMINATION

4.1 TERM.

This Agreement shall be effective as of August 30, 2021 and shall continue in full force and effect until the migration project has been successfully completed, or by June 30, 2022. Any and all licensing agreed upon by the Company requires a minimum one year agreement with optional yearly renewals available thereafter. The Company and Consultant may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

4.2 TERMINATION.

The Company may terminate this Agreement for "Cause," after giving Consultant written notice of the reason. Cause means: (1) Consultant has breached the provisions of Article 5 or 7 of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 30 days following receipt of a notice from the Company; (2) Consultant has committed fraud, misappropriation, or embezzlement in connection with the Company's business; (3) Consultant has been convicted of a felony; or (4) Consultant's use of narcotics, liquor, or illicit drugs has a detrimental effect on the performance of his or her employment responsibilities, as determined by the Company.

4.3 RESPONSIBILITY UPON TERMINATION.

Any equipment provided by the Company to the Consultant in connection with or furtherance of Consultant's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the Company.

4.4 SURVIVAL.

The provisions of Articles 5, 6, 7, and 8 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

ARTICLE 5

CONFIDENTIAL INFORMATION

5.1 OBLIGATION OF CONFIDENTIALITY.

In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Company. Consultant agrees that Consultant will not and Consultant's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the Company, or disclose such Confidential Information without the written authorization of the President of the Company, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

5.2 DEFINITION.

"Confidential Information" means information not generally known and proprietary to the Company or to a third party for whom the Company is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Company, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Company, any confidential secret development or research work of the Company, or any other confidential information or proprietary aspects of the business of the Company. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the Company as being Confidential Information, shall be presumed to be Confidential Information.

5.3 PROPERTY OF THE COMPANY.

Consultant agrees that all plans, manuals, and specific materials developed by the Consultant on behalf of the Company in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Company. Promptly upon the expiration or termination of this Agreement, or upon the request of the Company, Consultant shall return to the Company all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof.

ARTICLE 6

RIGHTS AND DATA

All drawings, models, designs, formulas, methods, documents, and tangible items prepared for and submitted to the Company by Consultant in connection with the services rendered under this Agreement shall belong exclusively to the Company and shall be deemed to be works made for hire (the "Deliverable Items"). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Consultant hereby assigns to the Company the ownership of copyright or mask work in the Deliverable Items, and the Company shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Consultant agrees to give the Company or its designees all assistance reasonably required to perfect such rights.

ARTICLE 7

CONFLICT OF INTEREST AND NON-SOLICITATION

7.1 CONFLICT OF INTEREST.

Consultant covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor of the Company during the duration of this Agreement unless express written authorization to do so is given by the Company's President.

7.2 NON-SOLICITATION.

Consultant covenants and agrees that during the term of this Agreement, Consultant will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising, or any other basis, other than on behalf of the Company any employee or independent contractor employed by the Company while Consultant is performing services for the Company.

ARTICLE 8

RIGHT TO INJUNCTIVE RELIEF

Consultant acknowledges that the terms of Articles 5, 6, and 7 of this Agreement are reasonably necessary to protect the legitimate interests of the Company, are reasonable in scope and duration, and are not unduly restrictive. Consultant further acknowledges that a breach of any of the terms of Articles 5, 6, or 7 of this Agreement will render irreparable harm to the Company, and that a remedy at law for breach of the Agreement is inadequate, and that the Company shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Consultant acknowledges that an award of damages to the Company does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

ARTICLE 9

GENERAL PROVISIONS

9.1 CONSTRUCTION OF TERMS.

If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

9.2 GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Iowa.

9.3 COMPLETE AGREEMENT.

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

9.4 DISPUTE RESOLUTION.

If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

9.5 MODIFICATION.

No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

9.6 WAIVER OF BREACH.

The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

9.7 SUCCESSORS AND ASSIGNS.

This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the Company without Consultant's consent in the event the Company is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

9.8 NO CONFLICT.

SIGNATURE

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
5. If you'd like to speak to us by phone, don't hesitate to call 844.576.2555



SIGNATURE

David Bayer

David Bayer, Pottawattamie County IT



SIGNATURE

Jessa Erickson

Jessa Erickson, ThinkSpace IT

Other Business

**Melvyn Houser/County Auditor –
Discussion and/or decision to:**

**Approve and authorize Board to sign
Resolution No. 117-2021 entitled:
Resolution Authorizing Withdrawal from
Iowa Precinct Atlas Consortium**

RESOLUTION NO. 117-2021

**RESOLUTION AUTHORIZING WITHDRAWAL FROM
IOWA PRECINCT ATLAS CONSORTIUM**

WHEREAS, Pottawattamie County wishes to withdraw from a 28E agreement and cease to be a member in the Iowa Precinct Atlas Consortium and cease to use the computer software programs known as Precinct Atlas and Absentee Atlas;

NOW THEREFORE BE IT RESOLVED, by the Pottawattamie County Board of Supervisors that the Chairman and Auditor are hereby authorized to execute a NOTICE OF WITHDRAWAL from the 28E agreement and as a member in the IOWA PRECINCT ATLAS CONSORTIUM.

Dated this 23rd day of November, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
<hr/> Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST:

Melvyn Houser, County Auditor

**Melvyn Houser/County Auditor –
Discussion and/or decision to:**

**Discussion and/or decision to set date and
time for public hearing on proposed
Ordinance 2021-09: an Ordinance to
amend the Pottawattamie County, Iowa,
Code, Chapter 1.45, “Voting Precinct
Boundaries”.**

Becky Lenihan/Finance & Tax Officer

Discussion and/or decision to approve/disallow the following applications made to the Assessor's Office:

Homestead (84 recommended allowed, 0 recommended disallowed), Military (15 recommended allowed, 0 recommended disallowed), Disabled Veteran Homestead (5 recommended allowed, 0 recommended disallowed), Business Property Tax Credit (5 recommended allowed, 0 recommended disallowed), Family Farm (4 recommended allowed, 0 recommended disallowed).

Study Session

**Discussion of Joint City/County Land Use
Study.**

(See DropBox for Land Use Study File)

Closed Session

Received/Filed

Office of

No 042068

Pottawattamie County Treasurer

11/15/21 for October
Date 2021

Received from Pottawattamie County
Sheriffs office

Payor Pottawattamie County Sheriffs
Office

Amount Fifty Thousand Three Hundred
Six Dollars & ¹⁴/₁₀₀ — \$ 50306.14

Account to be credited See below

Descriptions of funds See below

Received by AS

Date received 11-15-21

October 1, 2021		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$2,220.00	Weapon Permits	0001-1-05-1060-441000-000
\$48,086.14	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$50,306.14	Total Deposit	
	\$30,765.49	total check #221204
	\$19,540.65	total check #221205
	\$50,306.14	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for


10/01/2021 - 10/31/2021

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 10/01/2021 - 10/31/2021.

Disbursements:

Paid to Others:	
Refunds; Publication; Sales; Com	238,944.50
Subtotal	<u>238,944.50</u>
Paid to Treasurer:	
Service Fees - Notary Fees; Copy Fees	36,675.32
Postage	3,541.97
Transport - Officer Expenses	3,969.37
Mileage Amount	3,309.48
Report Amount	200.00
County - Weapon Permit Amount	2,220.00
Other - Subpoena	390.00
Subtotal	<u>50,306.14</u>
Total	<u><u>289,250.64</u></u>

The above information is respectfully submitted on 11/10/2021



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Collected for


10/01/2021 - 10/31/2021

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 10/01/2021 - 10/31/2021.

Receipts:

Service Fees - Notary Fees; Copy Fees	36,330.16
Postage	3,392.65
Transport - Officer Expenses	3,969.37
Mileage Amount	3,389.48
Report Amount	200.00
County - Weapon Permit Amount	4,475.00
State - Weapon Permit Amount	1,065.00
Refunds; Publication; Sales; Com	201,851.93
Other - Subpoena	390.00
Unapplied	206.00
Total	255,269.59

The above information is respectfully submitted on 11/10/2021



Andy Brown
Pottawattamie County, IA