



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(AUGUST 28, 2018) (WEEK 34 OF 2018)**

Live streaming at:
<https://www.youtube.com/user/woodburycountyiowa>

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov	Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held August 28, 2018 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. If you wish to speak on an item, please follow the seven participation guidelines adopted by the Board.

1. Anyone may address the Board on any agenda item after initial discussion by the Board.
2. Speakers will approach the microphone one at a time and be recognized by the Chair.
3. Speakers will give their name, their address, and then their statement.
4. Everyone will have an opportunity to speak. Therefore, your remarks may be limited to three minutes on any one item.
5. At the beginning of the discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under the first or final agenda item "Citizen Concerns."
7. For the benefit of all in attendance, please silence cell phones and other devices while in the Board Chambers.

AGENDA

4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

- | | |
|---------------------------|-------------|
| 1. Citizen Concerns | Information |
| 2. Approval of the agenda | Action |

Consent Agenda

Items 3 through 7 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

3. Approval of the minutes of the August 21, 2018 meeting
4. Approval of claims
5. Approval of appointment of Richard Ellison to the Woodbury County Civil Service Commission
6. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transaction
 - b. Authorization to Initiate Hiring Process
 - c. Approval to provide flu shots to Woodbury County Employees

CALENDAR OF EVENTS

TUES., AUG. 28	1:00 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
MON., SEPT. 3	6:00 p.m.	Board of Adjustment meeting, First Floor Boardroom
TUES., SEPT. 4	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WED., SEPT. 5	9:00 a.m.	Loess Hills Alliance Stewardship Committee meeting, Pisgah, Iowa
	10:30 a.m.	Loess Hills Alliance Executive meeting
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
	1:00 p.m.	Loess Hills Alliance Full Board meeting, Pisgah, Iowa
WED. SEPT. 12	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
	8:00 p.m.	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THURS., SEPT. 13	4:30 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
WED. SEPT. 19	10:00 a.m.	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
THUR. SEPT. 20	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
TUES., SEPT. 25	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
	1:00 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
THUR., SEPT. 27	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.

The following Boards/Commission have vacancies: Commission to Assess Damages - Category A, Category B, Category C and Category D, Civil Service Commission; Library Board of Trustees; Civil Service Commission

Woodbury County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will consider reasonable accommodations for qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.

AUGUST 21, 2018, THIRTY-THIRD MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, August 21, 2018 at 4:30 p.m. Board members present were Ung, De Witt, Pottebaum, Radig, and Taylor. Staff members present were Joshua Widman, Assistant County Attorney, Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, and Patrick Gill, Auditor/Clerk to the Board.

The regular meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.

- 1. There were no citizen concerns.
- 2. Motion by Radig second by Taylor to approve the agenda for August 21, 2018. Carried 5-0. Copy filed.

Motion by Radig second by De Witt to approve the following items by consent:

- 3. To approve minutes of the August 14, 2018 meeting. Copy filed.
- 4. To approve the claims totaling \$313,375.38. Copy filed.
- 5a. To approve lifting tax suspension for Joyce Smith, 3736 7th Ave, Sioux City, Parcel #884706254009. Copy filed.
- 5b. To receive for signatures a Resolution thanking and commending Patrick Poe for his service to Woodbury County.

**WOODBURY COUNTY, IOWA
 RESOLUTION #12,779
 A RESOLUTION THANKING AND COMMENDING
 PATRICK POE
 FOR HIS SERVICE TO WOODBURY COUNTY**

WHEREAS, Patrick Poe has capably served Woodbury County as an employee of the Sheriff's Department for 30 years from December 12, 1988 to August 31, 2018; and

WHEREAS, the service given by Patrick Poe as a Woodbury County employee, has been characterized by his dedication to the best interests of the citizens of Woodbury County; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thanks and commends Patrick Poe for his years of service to Woodbury County; and

BE IT FURTHER RESOLVED that it is the wish of all those signing below that the future hold only the best for this very deserving person, Patrick Poe.

BE IT SO RESOLVED this 21st day of August, 2018.
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

- 6a. To approve the transfer of Jerardo Cruz, Civilian Jailer, County Sheriff Dept., effective 07-30-18, \$25.84/hour, 0%. Transfer from Court Security Officer to Civilian Jailer.; the transfer of David Junge, Court Security Officer, County Sheriff Dept., effective 07-30-18, \$25.84/hour, 0%. Transfer from Civilian Jailer to Court Security Officer.; the separation of Shane McDermott, Motor Grader Operator, Secondary Roads Dept., effective 08-13-18. Separation.; the reclassification of Cornelia Venable-Ridley, Asst. County Attorney, County Attorney Dept., effective 08-26-18, \$73,908/year, 4%=\$3,105/year. Per AFSCME Asst. County Attorney Contract agreement, from Step 5 to Step 6.; the separation of Casey McBride, Civilian Jailer, County Sheriff Dept., effective 08-30-18. Resignation.; the reclassification of David Dawson, Asst. County Attorney, County Attorney Dept., effective 08-31-18, \$79,811/year, 8%=\$5,903/year. Per AFSCME Asst. County Attorney Contract agreement, from Step 6 to Step 7.; and the reclassification of Dustin Johnson, Clerk II, County Treasurer Dept., effective 09-01-18, \$17.19/hour, 4.5%=\$.76/hr. Per AFSCME Courthouse Contract agreement, from Grade 3/Step 1 to Grade 3/Step 2. Copy filed.

- 6b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Civilian Jailer, County Sheriff Dept. CWA: \$19.28/hour. Copy filed.
- 6c. To approve the request of Patrick Poe to remain on County Dental Insurance. Copy filed.
- 7a. To approve the 2018 Business Property, Homestead, and Military tax credits payable 2019/2020 allowed by the City Assessor. Copy filed.
- 7b. To approve the 2018 Business Property, Homestead, and Military tax credits payable 2019/2020 disallowed by the City assessor. Copy filed.
- 7c. To approve the 2018 Business Property, Homestead, and Military tax credits payable 2019/2020 allowed by the County Assessor. Copy filed.
- 7d. To approve the 2018 Business Property, Homestead, and Military tax credits payable 2019/2020 disallowed by the County assessor. Copy filed.

Carried 5-0.

- 8. Motion by Pottebaum second by De Witt to approve the MOU using dark fiber between Woodbury County Courthouse and the LEC. Carried 5-0. Copy filed.
- 9. Motion by Taylor second by Ung to approve to provide wellness screenings to eligible Woodbury County Employees. Carried 5-0. Copy filed.
- 10a. Motion by Radig second by Ung to award the quotation for a semi-tractor truck to Boyer Trucks for \$106,800. Carried 5-0. Copy filed.

10b. Bid letting was held for equipment trailer. The bids are as follows:

Jim Hawk Trailers, Inc., Sioux City, IA	\$66,900.00
Rees Mack Sales & Service, Lawton, IA	\$66,091.74
Ziegler Cat Equipment, Sioux City, IA	\$81,784.94
Murphy Tractor, Sioux City, IA	\$63,800.00
Mid Country Machinery, Sgt. Bluff, IA	\$78,500.00

Motion by Taylor second by Pottebaum to receive the bids and refer them to the County Engineer for his recommendation. Carried 5-0. Copy filed.

10c. Bid letting was held for project #L-B(J9)—73-97. The bids are as follows:

Dixon Construction, Correctionville, IA	\$544,821.40
Graves Construction, Spencer, IA	\$593,779.80
Christensen Bros., Cherokee, IA	\$593,779.50

Motion by Radig second by De Witt to receive the bids. Carried 5-0. Copy filed.

Motion by Radig second by Ung to award the bid for project #L-B(J9)—73-97 to Dixon Construction for \$544,821.40. Carried 5-0. Copy filed.

10d. Bid letting was held for crack routing and sealing. The bids are as follows:

Sioux Commercial Sweeping, Sioux Center, IA	\$39,700.00
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Motion by Taylor second by Radig to award the bid for crack routing and sealing to Sioux Commercial Sweeping for \$39,700.00. Carried 5-0. Copy filed.

11. The Board heard reports on committee meetings.

12. There were no citizen concerns.

13. Board concerns were heard.

The Board adjourned the regular meeting until August 28, 2018.

Meeting sign in sheet. Copy filed.



Woodbury County Civil Service Commission
Sioux City, IA

Tuesday, August 21, 2018

Woodbury County Board of Supervisors
620 Douglas
Sioux City, IA 51101

RE: Appointment to Woodbury County Civil Service

Dear Board of Supervisors:

It is my understanding that Mr. Paul Lundberg did not renew his term on the Woodbury County Civil Service Commission. This leaves a spot that is to be filled by the Board of Supervisors. Ms. Flora Lee is the other B.O.S. appointee, Mr. Simmons is an appointee of the Woodbury County attorney.

It is my understanding that Mr. Rick Ellison has expressed an interest in being appointed to the Commission. He is a retired Correctional Officer who worked in the Woodbury County Sheriff's Office for numerous years. I believe that he would be able to fulfill this role as he has knowledge of the Sheriff's Office's various workings throughout his years of employment.

I respectfully ask that you consider appointing Mr. Ellison to the committee. He meets the requirements set forth in the Iowa Code, he has been a resident of Woodbury County for more than a year. He is a registered Republican and this would not be in conflict with party requirements set for in Iowa Code. Mr. Simmons is a Republican and Ms. Lee is a Democrat. He also does not belong to any other boards.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Wilson".

Lisa Wilson, Personnel Director

Woodbury County Civil Service Commission.

APPLICATION FORM FOR WOODBURY COUNTY
BOARD/COMMISSION

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse,
620 Douglas St., Sioux City, Iowa 51101
Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: <http://woodburyiowa.com>

Application For: CIVIL SERVICE BOARD (Board/Commission)

Date _____ E-mail Address ellison4140@msn.com

Name Richard A. Ellison

Address 2415 Isabella St., Sioux City, IA 51103

Phone Number 712 212 4050 Fax Number —

Business Phone — Cell Phone 712 212 4050

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

FORMER CORRECTIONAL OFFICER FOR WOODBURY COUNTY, FORMER VICE PRESIDENT OF WOODBURY CO. SHERIFFS DEPUTY ASSOCIATION.

The following questions will assist the Board of Supervisors in its selection.

■ How much time will you be willing to devote in this position?
FULL TIME, RECENTLY RETIRED.

■ Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.
KNOWLEDGE OF SHERIFF DEPTS POLICY AND PROCEDURES, SERVING IN THE BEST INTEREST OF THE SHERIFFS DEPUTY'S OF WOODBURY COUNTY GENERAL KNOWLEDGE OF IOWA CODE.

■ Contributions you feel you can make to the Board/Commission:
EXPERIENCE, KNOWLEDGE, COMMITTED,

■ Direction/role you perceive of this Board/Commission:

THIS COMMISSION IS ESTABLISHED TO INSURE FAIR
HIRING AND PROMOTIONAL PROCEDURE OF DEPUTY
SHERIFFS

■ In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?

AS A RETIRED WOODBURY COUNTY CORRECTIONAL OFFICER,
MY EXPERIENCE IN THE VARIOUS DEPARTMENTS
WOULD BE BENEFICIAL TO THE COMMISSION

■ Please provide two references who may be contacted on your qualifications for this position.

Name	Address	Phone number	Email address	Relationship
ALAN SHANKUNIS		259-3289		CO WORKER
TROY MULLIGA		898-6893		CO WORKER
MARY FEILER		253-8754		CO WORKER

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature Richard Ellison Date 8/23/2018

YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County
FROM: Melissa Thomas, Human Resources Director
SUBJECT: Memorandum of Personnel Transactions
DATE: August 28, 2018

For the August 28, 2018 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. County Sheriff Deputy, Appointment.
2. County Sheriff (5) P/T Courthouse Safety & Security Officers, Paid Personal Days & Holiday Hours Change.
3. Human Resources Clerk II, Appointment.
4. Building Services Custodian, from Grade 1/Step 4 to Grade 1/Step 5.
5. Secondary Roads District Foreman, 6 year Salary Increase.

Thank you



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

24 Aug 2018

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire Caleb R. Edwards as a sworn Deputy Sheriff, effective August 29, 2018, for the position recently vacated by Deputy Pat Poe's retirement. We request this be placed on the agenda for the Tuesday, August 28, 2018, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink that reads "David Drew". The signature is written in a cursive style.

Dave Drew, Sheriff

Cc: file

HUMAN RESOURCES DEPARTMENT

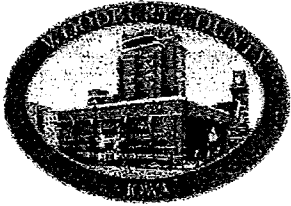
WOODBURY COUNTY, IOWA

DATE: August 28, 2018

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	Motor Grader Operator	CWA: \$23.15/hour		
	*Please see attached memo.			

Chairman, Board of Supervisors



Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039
Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@sioux-city.org

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Board of Supervisors
Human Resources Department

From: Mark Nahra, Woodbury County Engineer

Date: August 20, 2018

Subject: Correctionville District Maintenance Vacancy

With the separation of Shane McDermott from District 3-Correctionville, a vacancy is created in the secondary road department. Mr. McDermott's separation will leave us one employee short of that staffing level in this district.

RECOMMENDATION: It is my recommendation that we fill the vacant position at Correctionville.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 8/22/2018 Weekly Agenda Date: 8/28/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas

WORDING FOR AGENDA ITEM:

Approval to provide flu shots to Woodbury County Employees

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

This request is to provide Woodbury County Employees with flu shots at no cost to them and at a cost of \$28.00 per flu shot to family members.

BACKGROUND:

This has been approved in previous years.

FINANCIAL IMPACT:

Approximately 130 flu shots at \$28.00 each.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Approve the employee flu shots

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the employee flu shots.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 8/22/2018 Weekly Agenda Date: 8/28/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Consideration of utility permit to work in the county right of way

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

The Northern Natural Gas has requested a permit to work in the right of way on an existing natural gas pipeline.

BACKGROUND:

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa. The proposed work may or may not disturb the right of way. A permit to work in the right of way for repairs without excavation is included in this application as well as a utility permit in the event that the pipeline must be replaced.

FINANCIAL IMPACT:

No financial impact.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

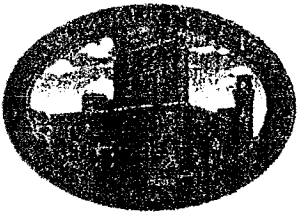
Yes No

RECOMMENDATION:

Recommend approval of the permits for Northern Natural Gas.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way for the Northern Natural Gas and to direct the chair to sign the permits.



Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039
Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@woodburycountyiowa.gov

SECRETARY
Tish Brice
tbrice@woodburycountyiowa.gov

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT PERMIT & AGREEMENT TO PERFORM WORK WITHIN WOODBURY COUNTY RIGHT OF WAY

Name of Permittee: RANDY ALLEN Phone No.: 515-334-3334

Mailing Address: 1111 S. 103RD ST, OMAHA, NE 68124

Township: 89 Section: 45

Woodbury County, State of Iowa, and Randy Allen for N.N.G. (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

Work associated with maintenance of natural gas pipeline across
150th St.

Signs warning of utility work to be placed during work.

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.

B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

C. In placing any drainage structure, no natural drainage course will be altered or blocked.

D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.

E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.

H. The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.

I. **FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.8, 2009 CODE OF IOWA.** This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

L. Woodbury County agrees to provide the following contribution toward completion of this project:

_____ *None* _____

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 31st day of October, 2018.

Entered into this 17th day of August, 2018.

X

Signature of Property Owner or Authorized Representative

Mark J. Adams

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

PERMIT FOR USE OF COUNTY ROAD/HIGHWAY RIGHT-OF-WAY FOR OVERHEAD AND/OR BURIED UTILITIES ACCOMMODATION

REQUEST BY APPLICANT:

Name RANDY ALLEN Highway _____
 Address 1111 S. 103RD ST, OMAHA, NE 68124 Township _____
 Office Phone 515-334-3334 Local Phone _____ City of _____
 Type of Utility Installation MAINTENANCE Section: 30 1/4 of 1/4 Sec
 Plans Prepared By _____ T 8a N, R 45 W
 Map Showing Location Enclosed Yes _____ No Copy Enclosed Yes _____ No
 Utility Location is _____ cross right-of-way _____ parallel to right-of-way
 _____ overhead underground
 Proposed Method of Installation
 _____ tunnel _____ suspend on poles cased
 _____ jack & bore _____ suspend on towers _____ trench
 _____ open cut _____ plow

Estimated Starting Date AUGUST 20th, 2018 Estimated Restoration Date SEPT. 4th, 2018

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Merville, IA 51039. One executed copy will be returned to the Applicant.

By  Title R.O.W AGENT
 (Signature of Authorized Utility Representative) Date 2018 08 17

PERMIT APPROVAL BY PERMITTING AUTHORITY

The forgoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By _____ Title _____
 (Signature of Woodbury County Board Chairman)

Date _____

By  Title County Engineer
 (Signature of Woodbury County Engineer)

Date 8/20/2018

Other Special Provisions:

Permit Provisions and Conditions of Issuance

- The County and/or the County Board of Supervisors will not be charged with any responsibility for damages to the Applicant's property occasioned by any construction or maintenance operations on said county roads, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the Applicant's facilities. The Board will endeavor to give the Applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any facilities belonging to the Applicant, in order that the Applicant may arrange to protect the facilities. The Board will inform contractors, and others working on the job of the location of the facilities so that reasonable care may be taken to avoid damaging the facilities, however the County and the Board of Supervisors will assume no responsibility for failure to give such notice.

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.
3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.
4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.
5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.
6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.
7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.
8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.
10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.
12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.

2" IAB46401

20' WIDE ACCESS
ROAD APPROX. 135'
LONG (0.56 ACRES)

125'x125' TEMP.
WORKSPACE
(0.36 ACRES)

ACCESS TEMP.
WORKSPACE FROM
EXISTING ROAD

SECTION 30

150TH ST

SECTION 31

125'x125' TEMP.
WORKSPACE
(0.36 ACRES)

LATITUDE : 42.489781
LONGITUDE : -96.196270

LEGEND	
B-LINE	---
SECTION LINE	---
WETLAND LOCATION	---
PROPERTY LINE	---
TEMP. WORKSPACE	[Hatched Box]
TEMPORARY ACCESS ROAD	[Hatched Box]
TBS/REGULATOR STATION	[Square]
BLOCK VALVE LOCATION	[Circle]
ENVIR. CLEAR. BOUNDARY	[Dashed Box]



LAND USE TYPE: AGRI

Short IAB46401 MP 2.73 Old Hwy 20
01095337



Project Location Aerial Overview
Sec. 30 & 31, T89N, R45W
Woodbury County, Iowa

Original Issue
Sheet: AR-01
Date: 4/19/18
Scale: 1:100

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 8/23/2018 Weekly Agenda Date: 8/28/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Julie Albright - Mental Health Funding Coordinator

WORDING FOR AGENDA ITEM:

Iowa Counties Technology Services Business Associate Agreement

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

Empty box for Executive Summary.

BACKGROUND:

Iowa State Association of Counties (ISAC) is recommending all counties and regions sign this business agreement with Iowa Counties Technology Services (ICTS) to ensure HIPAA compliancy. Further explanation from ISAC is attached.

FINANCIAL IMPACT:

Empty box for Financial Impact.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Empty box for Recommendation.

ACTION REQUIRED / PROPOSED MOTION:

Approve and sign the ICTS Business Associate Agreement.

Julie Albright

From: Julie Albright
Sent: Thursday, July 12, 2018 1:37 PM
To: Rocky De Witt
Cc: Matthew A. Ung; Keith Radig; Joshua Widman
Subject: ISAC BAA Agreement
Attachments: BAA From ISAC.pdf

Chairman De Witt,

Attached is a Business Agreement from ISAC that all regional boards need to approve and sign as well as each individual county. The Sioux Rivers Governance board signed this agreement at the last meeting. Would you please put it on the agenda for the Woodbury County BOS to approve?

In my attachment I've included correspondence explaining in detail why this BAA is needed.

Thank you for your consideration.

Julie L. Albright

Funding Coordinator
Sioux Rivers Regional MHDS
1211 Tri View Avenue, Suite B
Sioux City, Iowa 51103
Ph. 712.279.6459 | Fax. 712.279.6558
jalbright@woodburycountyiowa.gov



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Julie Albright

From: Aaron Haverdink <aaronh@siouxcounty.org>
Sent: Tuesday, June 19, 2018 12:44 PM
To: Julie Albright; Shane Walter
Subject: FW: ICTS Business Associate Agreement

I received this email today from our Auditor, Ryan Dokter. It looks like ISAC is recommending each county individually as well as the region sign the BAA to cover us for CSN entry/access. Ryan said Sioux County will have it on the agenda next week Tuesday and our Governance Board could do the same.

Aaron

From: Beth Manley | Iowa State Association of Counties <bmanley@iowacounties.org>
Sent: Friday, June 15, 2018 3:26 PM
To: Ryan Dokter <ryand@siouxcounty.org>
Subject: ICTS Business Associate Agreement

Good afternoon,

At the advice of our outside counsel, Alissa Smith, Partner at Dorsey & Whitney LLP, we are now recommending all counties and regions sign a business associate agreement (BAA) with Iowa Counties Technology Services (ICTS). Below you will find a memorandum explaining why our position has changed and a BAA. Please enter the name of your county or region on page 1, contact information on page 11, and signature on page 12.

Please contact your local community services department or me with questions about ICTS.

Thank you,

Beth Manley
Compliance Officer
Iowa State Association of Counties
5500 Westown Parkway Suite 190
West Des Moines, IA 50266
Phone: 515.244.7181

Memorandum Explaining Need for BAA

ICTS BAA

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Iowa State Association of Counties (ISAC)

5500 Westown Parkway, Suite 190 | West Des Moines, IA | 50023

Phone | 515.244.7181

www.iowacounties.org



This email is being sent to all board chairs, auditors, community services, and CEOs.

This email was sent to ryand@siouxcounty.org

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Iowa State Association of Counties · 5500 Westown Pkwy Ste 190 · West Des Moines, IA 50266-8364 · USA

MEMORANDUM

TO: Beth Manley

FROM: Alissa Smith and Nicole Burgmeier

DATE: May 18, 2018

RE: CSN Business Associate Agreement with Regions

Question Presented

You asked whether Iowa Counties Technology Services (ICTS) should enter into Business Associate Agreements (BAA) with counties, regions and other public and private entities affiliated with counties for the claims and payment services that ICTS provides that involves the protected health information (PHI) of these entities, through its Community Services Network (CSN) service. You also asked whether, if a BAA is required, the counties, regions and other public and private entities should enter into a BAA with ICTS or ISAC.

Short Answer

We recommend ICTS enter into BAAs with the counties, regions and other public and private entities affiliated with counties and regions that store PHI with ICTS and/or for whom ICTS completes claims and payment services. Although ICTS is a 28E entity comprised of the counties, and ISAC, it is a separate legal entity from the counties and regions, and, therefore, we believe that HHS would require a BAA in order for ICTS to store or have access to the counties' or the regions' (or other entities') PHI. Additionally, although ISAC owns ICTS and provides its employees to ICTS, the BAA should be between ICTS as the legal entity with access to the PHI, and the counties, regions, and public and private entities.

Facts

ICTS is an entity that was created under Iowa Code Chapter 28E, by the Iowa State Association of Counties (ISAC) and the counties of Iowa. ICTS runs CSN, a web application that allows user to house data, including health information. Users of ICTS (e.g., counties and regions) sign a confidentiality agreement and ICTS has created specific security guidelines for users related to their access to CSN.

Analysis

Under HIPAA, a covered entity is defined as: “(1) A health plan. (2) A health care clearinghouse. (3) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.” 45 CFR 160.103. The counties, regions, and public and private entities contracted with ICTS would be considered covered entities to the extent that they offer health plans or provide health care.

Under HIPAA a business associate is defined as “a person who . . . [o]n behalf of such covered entity or of an organized health care arrangement . . . in which the covered entity participates, but other than in the capacity of a member of the workforce of such covered entity or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity regulated by this subchapter, including claims processing or administration,

data analysis, processing or administration, utilization review, quality assurance, patient safety activities . . . billing, benefit management, practice management, and repricing . . . 45 CFR 160.103. ICTS would be considered a business associate of the counties and regions when it stores PHI for or on behalf of the counties and regions.

HIPAA allows a covered entity to disclose PHI to a business associate if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the PHI. 45 CFR 164.502(e)(1). This requirement is met through the use of BAAs that satisfy the requirements in 45 CFR 164.504(e)(1) (“Business associate contracts”).

If BAAs are not entered into between ICTS and the regions and counties, then, in the event of an audit by HHS, ICTS would need to make the argument that, under 28E, the counties, regions and ICTS are one legal entity and thus BAAs are not required to be in place. This position is unlikely to be understood or accepted by HHS because the counties and regions are separate legal entities from ICTS.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into by and between WOODBURY COUNTY (the “Covered Entity”), and Iowa Counties Technology Services (the “Business Associate”).

RECITALS

A. Covered Entity is a health care provider subject to the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and regulations promulgated thereunder (“HIPAA”).

B. Business Associate, through the provision of certain services for or on behalf of the Covered Entity pursuant to the 28E agreement entered into with Covered Entity for the provision by Business Associate of managed services for Covered Entity (the “Services Agreement”), is a “business associate” of the Covered Entity as that term is defined in 45 C.F.R. § 160.103, and is subject to the Security Rule and certain provisions of the Privacy Rule.

C. Covered Entity is required by HIPAA to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI and Electronic PHI disclosed by, or created or received by Business Associate on behalf of, Covered Entity.

NOW, THEREFORE, in consideration of entering into the Services Agreement and the mutual promises and agreements below and in order to comply with all legal requirements, the parties agree as follows:

I. DEFINITIONS

1.1 “**Agreement**” has the meaning set forth in the preamble.

1.2 “**ARRA Breach**” has the same meaning as the term “Breach” in Section 13400(1) of the HITECH Act (i.e. 42 USCA 17921) and 45 CFR 164.402.

1.3 “**Business Associate**” has the meaning set forth in the preamble.

1.4 “**Covered Entity**” has the meaning set forth in the preamble.

1.5 “**Data Aggregation**” means the combining of PHI created or received under this Agreement with the PHI Business Associate receives or creates in its arrangement with another covered entity under the Privacy Rule to permit data analysis that relate to the Health Care Operations of the covered entities.

1.6 “**Designated Record Set**” means a group of records maintained by or for the Covered Entity that is: (i) the medical records and billing records about Individuals; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. As used herein the term “record” means any item, collection,

or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the Covered Entity.

1.7 “**Document Demand**” has the meaning set forth in Section 3.13.

1.8 “**Effective Date**” has the meaning set forth in the preamble.

1.9 “**Electronic PHI**” means information that comes within paragraphs 1(i) or 1(ii) of the definition of “PHI,” as defined in 45 C.F.R. § 160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

1.10 “**HIPAA**” has the meaning set forth in the Recitals.

1.11 “**HITECH Act**” means Title XIII and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5 and all regulations promulgated thereunder.

1.12 “**Individual**” means the person who is the subject of the PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.13 “**PHI**” means Protected Health Information that is provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

1.14 “**Privacy Rule**” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

1.15 “**Protected Health Information**” (or “PHI”) means any information, whether transmitted or maintained in electronic, written, oral, or any other form or medium, that relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (i) identifies the Individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

1.16 “**Required by Law**” has the same meaning as the term ““required by law” in 45 C.F.R. § 164.103.

1.17 “**Secretary**” means the Secretary of the U.S. Department of Health and Human Services or his or her designee.

1.18 “**Security Incident**” has the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

1.19 “**Security Rule**” means the Security Standards and Implementation Specifications at 45 C.F.R. part 160 and part 164, subpart C.

1.20 “**Services Agreement**” has the meaning set forth in the Recitals.

1.21 “Unsecured PHI” means PHI that is not secured through the use of a technology or methodology that the Secretary specifies in guidance renders PHI unusable, unreadable, or indecipherable to unauthorized Individuals, such as the guidance set forth in 74 Fed. Reg. 19006 (April 27, 2009) and updated in 74 Fed. Reg. 42740 (August 24, 2009).

1.22 Remaining Terms. Capitalized terms used, but not otherwise defined, in this Agreement have the meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule or the HITECH Act.

II. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Services Agreement Uses and Disclosures. Business Associate may use or disclose PHI for purposes of performing its obligations and functions under the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

2.2 Other Permitted Uses. If necessary, Business Associate may use PHI: (i) for the proper management and administration of the Business Associate; (ii) to carry out the legal responsibilities of the Business Associate; and (iii) for the provision of Data Aggregation services relating to the Health Care Operations of Covered Entity.

2.3 Other Permitted Disclosures. If necessary, Business Associate may disclose PHI for the purposes described in Section 2.2 above if: (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable written assurance from the person or entity to whom it discloses the PHI that the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

III. OBLIGATIONS OF BUSINESS ASSOCIATE

3.1 Compliance with Privacy Rule. Business Associate shall comply with all applicable provisions of the Privacy Rule in carrying out its obligations under the Services Agreement and this Agreement. Further, to the extent Business Associate is to carry out any of Covered Entity’s obligations under subpart E of 45 CFR 164, Business Associate agrees to comply with the requirements of such subpart that apply to Covered Entity in the performance of such obligations.

3.2 Prohibition on Unauthorized Use or Disclosure. Business Associate shall not use or disclose PHI except as permitted by this Agreement or as Required by Law.

3.3 Minimum Necessary.

3.3.1 Business Associate shall limit its use and disclosure of PHI under this Agreement to the “minimum necessary,” as set forth in guidance that the Secretary will issue regarding what constitutes “minimum necessary” under the Privacy Rule. Until the issuance of such guidance, Business Associate shall limit its use and disclosure of PHI, to the extent practicable, to the Limited Data Set (as that term is defined in 45 C.F.R.

§ 164.514(e)(2)), or, if needed, to the minimum necessary to accomplish the Business Associate's intended purpose. Business Associate may in good faith determine what constitutes the minimum necessary to accomplish the intended purpose of any disclosure of PHI.

3.3.2 Paragraph (a) above does not apply to: (1) disclosures to or requests by a health care provider for treatment; (2) uses or disclosures made to the Individual; (3) disclosures made pursuant to an authorization as set forth in 45 C.F.R. § 164.508; (4) disclosures made to the Secretary under 45 C.F.R. part 160, subpart C; (5) uses or disclosures that are Required by Law as described in 45 C.F.R. § 164.512(a); and (6) uses or disclosures that are required for compliance with applicable requirements of the Privacy Rule.

3.4 Safeguarding PHI; Security Regulations. Business Associate shall use appropriate administrative, physical, and technical safeguards and comply with the Security Rule with respect to Electronic PHI to prevent the use or disclosure of PHI other than as provided for by this Agreement.

3.5 Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident or a use or disclosure of PHI by Business Associate in violation of this Agreement.

3.6 Reporting. In the event that Business Associate becomes aware of a use or disclosure of PHI by Business Associate that is not permitted under this Agreement, Business Associate shall report such use or disclosure to the Covered Entity promptly in writing and in any event, within 5 days of becoming aware of the use or disclosure. Business Associate agrees to report to Covered Entity in writing any Security Incident of which it becomes aware, except that, for purposes of this reporting requirement the term "Security Incident" does not include inconsequential incidents that occur on a frequent basis such as scans or "pings" that are not allowed past Business Associate's firewall. Notwithstanding this Section 3.7, the Business Associate's reporting obligations regarding any ARRA Breach are set forth in Article IV.

3.7 Subcontractors. Business Associate shall ensure that all subcontractors or agents of Business Associate that create, receive, maintain or transmit PHI on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that all agents, including subcontractors, to whom it provides Electronic PHI, agree in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.

3.8 Access.

3.8.1 Within twenty (20) days of a request from Covered Entity, Business Associate shall furnish the PHI contained in a Designated Record Set that will enable the Covered Entity to respond to an Individual's request for inspection or copies of PHI about the Individual pursuant to 45 CFR § 164.524.

3.8.2 In the event an Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to the Covered Entity

immediately and take no direct immediate action on any such request. If the Covered Entity determines that an Individual is to be granted access to PHI, then Business Associate shall cooperate with the Covered Entity to provide to any Individual, at the Covered Entity's direction, any PHI requested by such Individual.

3.9 Amendment.

3.9.1 If the Covered Entity requests that Business Associate amend any Individual's PHI or a record regarding an Individual contained in a Designated Record Set, then Business Associate shall provide the relevant PHI to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

3.9.2 In the event an Individual requests directly to Business Associate that PHI be amended, Business Associate shall forward such request to the Covered Entity within ten (10) days of Business Associate's receipt of such request and shall take no direct immediate action on the request.

3.10 Records Availability. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with the Privacy Rule and the Security Rule.

3.11 Accounting of Disclosures.

3.11.1 If the Covered Entity requests that Business Associate furnish an accounting of disclosures of PHI made by Business Associate regarding an Individual during the six (6) years prior to the date on which the accounting was requested, then Business Associate shall, within fifteen (15) days of such request, make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. §164.528 and future regulations to be promulgated regarding accounting of disclosures.

3.11.2 In the event an Individual requests an accounting of disclosures directly from Business Associate, Business Associate shall within ten (10) days forward such request to the Covered Entity and shall take no direct action on the request.

3.12 Demands for Production of PHI.

3.12.1 Receipt by Business Associate. If Business Associate receives a subpoena, civil or administrative demand, or any other demand for production of PHI (a "Document Demand"), Business Associate shall provide a copy of such Document Demand to Covered Entity within five (5) days of receipt. To the extent the PHI that is the subject of the Document Demand is in the possession of Business Associate, and a response is warranted according to the standards contained in 45 C.F.R. § 164.512(e), Business Associate shall timely respond to the Document Demand.

3.12.2 Receipt by Covered Entity. If Covered Entity receives a Document Demand, Business Associate shall provide to Covered Entity any PHI responsive to such

Document Demand and assist and cooperate with Covered Entity in responding to such Document Demand in a timely manner and in accordance with the standards under 45 C.F.R. § 164.512(e).

3.13 Request for Restrictions on Disclosure of PHI. As required by Section 13405 of the HITECH Act and 45 CFR 164.522 (except as otherwise required by law), Business Associate shall comply with any request of an Individual for the Business Associate to restrict the disclosure of PHI of the Individual when the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment), and the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

3.14 Remuneration for PHI.

3.14.1 Except as explicitly permitted in the Services Agreement and also set forth in paragraph (b) below, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual provided to the Covered Entity a valid authorization in accordance with 45 C.F.R. § 164.508 that specifically authorizes the Business Associate to exchange the PHI for remuneration.

3.14.2 Paragraph (a) above does not apply if the purpose of the exchange is: (1) for public health purposes pursuant to 45 CFR § 164.512(b) or § 164.514(e); (2) for research purposes pursuant to 45 CFR § 164.512(i) or § 164.514(e), where the only remuneration received by the Covered Entity or Business Associate is a reasonable cost-based fee to cover the cost to prepare and transmit the PHI for such purposes; (3) for treatment and payment purposes pursuant to 45 CFR § 164.506(a); (4) for the sale, transfer, merger, or consolidation of all or part of the Covered Entity and for related due diligence as described in the HIPAA definition of health care operations and pursuant to 45 CFR § 164.506(a); (5) To or by a Business Associate for activities that the Business Associate undertakes on behalf of a Covered Entity (or on behalf of a Business Associate in the case of a subcontractor), pursuant to 45 CFR §§ 164.502(e) and 164.504(e), and the only remuneration provided is by the Covered Entity to the Business Associate (or by the Business Associate to the subcontractor, if applicable), for the performance of such activities; (6) to an Individual, when the Individual requests access to his or her PHI pursuant to 45 CFR § 164.524 or when the Individual requests an accounting of disclosures pursuant to 45 CFR § 164.528; (7) for disclosures Required By Law; and (8) for any other purpose permitted by HIPAA where the only remuneration received by the Covered Entity or Business Associate is a reasonable, cost-based fee to cover the cost to prepare and transmit the PHI for such purpose or a fee expressly permitted by law.

3.15 Marketing Restrictions. Business associate shall ensure that any Marketing communications it makes on behalf of Covered Entity are in compliance with the rules governing marketing set forth in 45 C.F.R. 164.508(a)(3), including but not limited to the requirements that Business Associate must obtain an authorization from an Individual prior to making any marketing communication to such Individual.

3.16 Fundraising Limitations. Business Associate shall ensure that any fundraising communications Business Associate makes on behalf of the Covered Entity are in compliance with the rules governing fundraising communications set forth in 45 C.F.R. 164.514(f), including but not limited to the requirement that Business Associate must provide, with each fundraising communication made to an Individual, a clear and conspicuous opportunity for the recipient of the communication to elect not to receive any further fundraising communications. Business Associate shall ensure that all Individuals electing not to receive any further fundraising communications do not receive any further fundraising communications.

IV. ARRA BREACH NOTIFICATION.

4.1 Risk Assessment by Business Associate. If Business Associate becomes aware of a potential ARRA Breach, Business Associate shall complete a risk assessment of the potential ARRA Breach to determine whether the potential ARRA Breach is an ARRA Breach. Such risk assessment shall include at least all the factors identified in 45 CFR 164.402(2), as amended by the final rule published in the Federal Register on January 25, 2013 at 78 Fed. Reg. 5566.

4.2 Notification to Covered Entity. If, after completing such risk assessment, Business Associate concludes that there was an ARRA Breach, Business Associate shall notify the Covered Entity of the ARRA Breach as soon as reasonably possible, and in all cases within five (5) business days of the first day on which any employee, officer or agent of Business Associate either knows or by exercising reasonable diligence would have known that an ARRA Breach occurred. The notification to Covered Entity shall include, if known, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during such ARRA Breach. The notification shall also include: (a) a brief description of what happened, including the date of the ARRA Breach and the date of the discovery of the ARRA Breach, if known; (b) a description of the types of Unsecured PHI that were involved in the ARRA Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis disability code or other types of information were involved); (c) recommended steps that Individuals should take to protect themselves from potential harm resulting from the ARRA Breach; and (d) a brief description of what the Business Associate is doing to investigate the ARRA Breach, to mitigate harm to Individuals, and to protect against any further ARRA Breaches. Business Associate shall maintain evidence to demonstrate that any required risk assessment was completed and notification to the Covered Entity under this paragraph was made unless the Business Associate determines that a delayed notice (as described in Section 4.3) applies.

4.3 Delayed Notification to Covered Entity. Notwithstanding Section 4.2 above, if a law enforcement official states in writing to Business Associate that the notification to Covered Entity required under Section 4.2 would impede a criminal investigation or cause damage to national security, then Business Associate may delay the notification for any period of time set forth in the written statement of the law enforcement official. If the law enforcement official provides an oral statement, then Business Associate shall document the statement in writing, including the name of the law enforcement official making the statement, and may delay the notification required under Section 4.2 for no longer than thirty (30) days from the date of the oral statement, unless the law enforcement official provides a written statement during that time that specifies a different time period. Business Associate shall be obligated to maintain evidence to

demonstrate the reason for the delayed notification and that the required notification under this paragraph was made

4.4 Notification to Individuals, the Secretary and/or the Media. In the event of an ARRA Breach caused by Business Associate, its agents and/or subcontractors, Business Associate shall provide assistance to Covered Entity in making all ARRA Breach notifications. To the extent Covered Entity incurs expenses and costs to comply with its notification obligations with respect to an ARRA Breach by Business Associate, its agents and/or subcontractors, in addition to any other remedies that may be available to Covered Entity under this Agreement or any applicable law, Business Associate shall reimburse Covered Entity for all costs and expenses (including attorneys' fees) incurred by Covered Entity related to providing the notifications required under 45 C.F.R. §§ 164.404, 406 and 408. Notwithstanding the foregoing, if the parties agree that Business Associate will, on behalf of Covered Entity, and within the applicable time frames required by law under 45 C.F.R. §§ 164.404, 406 and 408, prepare and send out any and all required ARRA Breach notifications to Individuals, the Secretary and/or to the media, Business Associate shall prepare and send such ARRA Breach notifications at Business Associate's sole expense and in compliance with the requirements of 45 C.F.R. 164.404, 406 and 408, as applicable. However, any ARRA Breach notifications Business Associate would prepare and send on behalf of Covered Entity shall be subject to Covered Entity's review and pre-approval before the notifications are sent. Additionally, in the event of an ARRA Breach, Business Associate agrees to pay for the credit monitoring fees for affected Individuals for a period of at least two (2) years of credit monitoring.

V. TERM AND TERMINATION

5.1 Term. This Agreement is effective upon the effective date of the Services Agreement, and except for the rights and obligations set forth in this Agreement specifically surviving termination, shall terminate the later of the date the Services Agreement terminates or when all PHI is returned to Covered Entity or, with prior permission of Covered Entity, destroyed.

5.2 Termination for Cause. Notwithstanding any provision in this Agreement, Covered Entity may terminate this Agreement and the Services Agreement if Covered Entity determines, in its sole discretion, Business Associate has breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the Security Rule or the HITECH Act. Covered Entity shall provide written notice to Business Associate with an opportunity for Business Associate to cure the breach or end the violation within ten (10) business days of such written notice, unless cure is not possible. If Business Associate fails to cure the breach or end the violation within the specified time period, or if cure is not possible, this Agreement and the Service Agreement shall automatically and immediately terminate, unless termination is infeasible.

5.3 Termination after Repeated Violations. Notwithstanding any provision in the Agreement, Covered Entity may terminate the Services Agreement and this Agreement if Covered Entity determines, in its sole discretion, that Business Associate has repeatedly breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same.

5.4 Obligations Upon Termination. Business Associate's obligations to protect the privacy and security of PHI shall be continuous and shall survive termination, cancellation, expiration or other conclusion of this Agreement or the Services Agreement. Upon termination of this Agreement, Business Associate will forward to Covered Entity, or to Covered Entity's designee, the records necessary for continued administration of Covered Entity as directed by Covered Entity. After the forwarding of said records, whatever PHI remains with Business Associate will be subject to the following:

5.4.1 Except as provided in paragraph (b) of this Section 5.4, upon termination, cancellation, expiration or other conclusion of this Agreement, for any reason, Business Associate shall return or, if Covered Entity gives written permission, destroy, PHI in whatever form or medium and retain no copies of such PHI. Business Associate will complete such return or destruction as soon as possible, but in no event later than sixty (60) days from the date of the termination of this Agreement. Within ten (10) days of the return or destruction of all PHI by Business Associate, Business Associate shall provide written certification to Covered Entity that the return or destruction of PHI has been completed.

5.4.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. INDEMNIFICATION; INSURANCE

6.1 Indemnification by Business Associate. Business Associate will indemnify and hold harmless Covered Entity, and any affiliate, officer, director, employee or agent of Covered Entity from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any use or disclosure of PHI that violates or is not permitted by this Agreement, HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate.

6.2 Right to Tender or Undertake Defense. If Covered Entity is named as a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate, Covered Entity shall have the option at any time either to: (i) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent Covered Entity's interests at Business Associate's expense; or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

6.3 Right to Control Resolution. Covered Entity has the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Covered Entity may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Covered Entity under this Agreement.

6.4 Insurance. Upon request, Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate, naming Covered Entity as an additional named insured. Upon request, Business Associate shall provide a certificate evidencing such insurance coverage.

6.5 Conflicts. With respect to any breaches or violations of this Agreement, the provisions in this Section 6 supersede any inconsistent terms contained in the Services Agreement.

VII. GENERAL PROVISIONS

7.1 Effect. The terms and provisions of this Agreement supersede any other conflicting or inconsistent terms and provisions in any agreements between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

7.2 Amendment. Business Associate and the Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA, the Privacy Rule, the Security Rule, or the HITECH Act. All such amendments shall be made in a writing signed by both parties.

7.3 No Third Party Beneficiaries. This Agreement is intended for the benefit of Business Associate and Covered Entity only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or for any third party beneficiary, including without limitation Individuals who are the subject of PHI.

7.4 Severability. In the event that any provision of this Agreement violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

7.5 No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

7.6 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the parties shall cooperate to assign this Agreement as appropriate if the Services Agreement is assigned.

7.7 Relationship of the Parties. Business Associate and Covered Entity are independent contractors and all acts performed by Business Associate are performed solely in its capacity as an independent contractor.

7.8 Counterparts; Facsimile Signature. This Agreement may be executed by facsimile and/or in counterparts, each of which shall be an original and all of which together shall constitute one and the same binding instrument.

7.9 Notification

7.9.1 Business Associate. To the extent notice is required to be provided by Covered Entity to Business Associate under any provision in this Agreement, notice shall be provided to:

Iowa Counties Technology Services
William R. Peterson, ISAC Executive Director
5500 Westown Parkway, Suite 190
West Des Moines, IA 50266


7.9.2 Covered Entity. To the extent notice is required to be provided by Business Associate to Covered Entity under any provision in this Agreement, notice shall be provided to:

Rocky DeWitt, Chair
Woodbury County BOS
620 Douglas St.
Sioux City, IA 51101

7.10 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

BUSINESS ASSOCIATE

By: 

Print Name: William R. Peterson

Title: ISAC Executive Director on behalf of
ICTS

Date: 6/13/2018

COVERED ENTITY

By: _____

Print Name: _____

Title: _____

Date: _____

Julie Albright

From: Ashley Clark (Basecamp) <notifications@3.basecamp.com>
Sent: Tuesday, July 17, 2018 10:55 AM
To: Julie Albright
Subject: (CSN Operations / Expert Users) ICTS BAA list with counties and regions.xlsx



ICTS BAA list with counties and regions.xlsx • 14.6 KB

Download this file

Notes:

This document lists each county & region that have / have not returned the signed BAA forms to Beth Manley. Please work with your county/region to have these returned, if they have not done so.

Reach out to Beth with any questions.



You can reply to this email or [respond in Basecamp](#).

This message was sent to Aaron Haverdink, Amanda Roberts, Ashley Clark, Beth Manley, Brandi Kanselaar, Brenda Olson, Cheri Sexton, Chris Schwebach, Danelle Bruce, Deb Seymour-Guard, Drew Elizabeth Skinner, Dylan Young, Jeanine Scott, Jennifer Vitko, Jessica Matlage, Jill Eaton, Jody Eaton, Julie Albright, Julie Davison, Karen Dowell, Kathryn Egbert, Katie Cook, Katie Fisher, Kris Gardner, Libby Reekers, Lisa Bringle, Lisa Kempf, Lori Evans, Lori Nosekabel, Louise Galbraith, Sara Lupkes, Sarah Berndt, Sarah Montgomery, Sue Duhn, Tanya Martinson, and Tony Jefferson.

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County/Region Name	BAA Received
Adair	
Adams	
Allamakee	Y
Appanoose	Y
Audubon	
Benton	Y
Black Hawk	Y
Boone	
Bremer	Y
Buchanan	Y
Buena Vista	Y
Butler	
Calhoun	
Carroll	Y
Cass	
Cedar	
Cerro Gordo	
Cherokee	Y
Chickasaw	Y
Clarke	
Clay	Y
Clayton	Y
Clinton	Y
Crawford	Y
Dallas	Y
Davis	Y
Decatur	Y
Delaware	Y
Des Moines	
Dickinson	Y
Dubuque	Y
Emmet	
Fayette	Y
Floyd	Y
Franklin	
Fremont	Y
Greene	
Grundy	Y
Guthrie	Y
Hamilton	
Hancock	Y
Hardin	
Harrison	Y
Henry	Y
Howard	Y
Humboldt	Y

Ida	Y
Iowa	
Jackson	Y
Jasper	
Jefferson	
Johnson	Y
Jones	
Keokuk	
Kossuth	
Lee	
Linn	
Louisa	
Lucas	Y
Lyon	Y
Madison	
Mahaska	
Marion	Y
Marshall	Y
Mills	Y
Mitchell	Y
Monona	Y
Monroe	Y
Montgomery	Y
Muscatine	Y
O'Brien	Y
Osceola	Y
Page	
Palo Alto	
Plymouth	Y
Pocahontas	
Polk	
Pottawattamie	Y
Poweshiek	Y
Ringgold	Y
Sac	
Scott	
Shelby	Y
Sioux	Y
Story	
Tama	Y
Taylor	Y
Union	
Van Buren	
Wapello	Y
Warren	Y
Washington	
Wayne	Y

Webster	
Winnebago	Y
Winneshiek	Y
Woodbury	
Worth	Y
Wright	Y

Central Iowa Community Services	Y
County Rural Offices of Social Services (CROSS)	Y
County Social Services (CSS)	
Eastern Iowa MHDS Region	
Heart of Iowa Region	

Mental Health/Disability Services of the East Central Region (MHDS-ECR)	
Northwest Iowa Care Connections	Y
Polk County Health Services	
Rolling Hills Community Services Region	Y
Sioux Rivers Mental Health and Disabilities Services	Y

South Central Behavioral Health Region	Y
Southeast Iowa Link (SEIL)	
Southern Hills Regional Mental Health	Y
Southwest Iowa MHDS Region	Y

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 08/22/2018 Weekly Agenda Date: 08/28/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Award quotes for an equipment trailer for the secondary road department

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

The county annually takes bids for new equipment to maintain its fleet of road maintenance vehicles. The county received quotations for one, new triple axle equipment trailer for purchase.

BACKGROUND:

The county is replacing one equipment trailer that is 21 years old that is used for equipment hauling. The truck operates out of the Correctionville district.

FINANCIAL IMPACT:

The purchase is paid for with Woodbury County local secondary road funds.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Recommend that the board award the quote to Murphy Tractor for \$63,800.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board award the quote to Murphy Tractor for \$63,800.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

#9b

Date: 8/15/2018 Weekly Agenda Date: 8/21/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Receive quotes for 2018 PCC Patching Project

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

The county takes bids for pavement maintenance work as needed. The county is requesting quotations for PCC Patching on several county roads.

BACKGROUND:

The county has approximately 80 miles of portland cement concrete paved roads. Blow-ups that have occurred in the past 12 months and overload damage to pavement slabs need to be repaired. The county also is making an improvement to Glen Ellen Road to pave the approach to Old Highway 141 to prevent gravel from being pulled out onto the pavement as part of this project.

FINANCIAL IMPACT:

The project is paid for with Woodbury County local secondary road funds.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

- 1) I recommend that the Board receive bids for PCC Patching and return them to the county engineer for review and recommendation.
- 2) If quotes show a clear low quote, the engineer may recommend award at the Board meeting after opening the quotes.

ACTION REQUIRED / PROPOSED MOTION:

- 1) Motion to receive bids for PCC Patching and return them to the county engineer for review and recommendation.
- 2) Motion to award bid if low quote is clearly determined by bid results.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

#10

Date: 08.23.2018 Weekly Agenda Date: 08.28.2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Sheriff Dave Drew

WORDING FOR AGENDA ITEM:

Lexipol Law Enforcement and Custody Policy Manual and Integrated Daily Training Bulletin Services.

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

Lexipol Law Enforcement and Custody Policy Manual and Integrated Daily Training Bulletin Services.

BACKGROUND:

Lexipol provides a cost-effective model and easy to use web-based tools for policies that reflect up-to-date, applicable industry standards and best practices. Content specific to the laws and practices of Iowa. Daily scenario-based training that reinforces your agency's policies. Timely updates in response to new legislation and case law. See attachments for additional information.

FINANCIAL IMPACT:

First Year - Annual Subscription and Implementation Services for Law Enforcement and Custody Policy Manuals- \$49,031.00.
Second and Subsequent Years - Annual Subscription - \$22,931.00.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

- Yes
- No

RECOMMENDATION:

Discussion and Action on identifying funding and approval to purchase this Lexipol product.

ACTION REQUIRED / PROPOSED MOTION:

Requesting Action on identifying funding and approval to purchase this Lexipol Law Enforcement and Custody Policy Manual and Integrated Daily Training Bulletin Services.

IOWA LAW ENFORCEMENT & CUSTODY POLICY MANUAL & DAILY TRAINING BULLETINS

Presented to:

Woodbury County Sheriff's Office

Proposal: August 22, 2018

Lexipol
16755 Von Karman Avenue, Ste 250
Irvine, California 92606
949.484.4444
www.lexipol.com

Karen James
Senior Account Executive
949-325-1230
kjames@lexipol.com

Proposal Valid Through: October 5, 2018



August 22, 2018

Sheriff David Drew
Woodbury County Sheriff's Office
407 7th Street
Sioux City, Iowa 51102

Dear Sheriff Drew,

Thank you for the opportunity to propose our Law Enforcement and Custody Policy Manual and integrated Daily Training Bulletin services to your department. Since 2003, our proven policy and training solutions have helped public safety agencies across the country reduce risk, avoid litigation and focus more resources on proactive policing.

Lexipol's cost-effective model and easy-to-use web-based tools provide your agency with:

- Policies that reflect up-to-date, applicable industry standards and best practices
- Content specific to the laws and practices of Iowa
- Daily scenario-based training that reinforces your agency's policies
- Timely updates in response to new legislation and case law

Vetted by a team of attorneys specializing in public safety law, our content is used by more than 3,500 public safety agencies nationwide. As a Lexipol client, you will always have access to a current policy manual that reflects your agency's values and policing philosophy, and the peace of mind that comes from knowing your agency is protected.

Thank you again for your interest in Lexipol.

Sincerely,

LEXIPOL, LLC

Karen James

Karen James
Senior Account Executive



PREDICTABLE IS PREVENTABLE®

PROPOSAL FOR LAW ENFORCEMENT & CUSTODY POLICY MANUAL

PRESENTED TO: Woodbury County Sheriff's Office DATE: 8-22-2018

Lexipol Annual Subscription	Term	Price
Law Enforcement Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service Based on 39 sworn	Annual	\$14,230
5% ISDDA Member Discount	Annual	(\$711)
Law Enforcement - Annual Subscription		\$13,519
Custody Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service Based on 234 beds	Annual	\$11,247
5% ISDDA Member Discount	Annual	(\$562)
Custody - Annual Subscription		\$10,685
5% Additional Multi-Manual Discount (LE & Custody)	Year 1 Only	(\$1,273)
Total Annual Subscription		\$22,931

Implementation Service - Law Enforcement	Term	Price
<p>Comprehensive Cross Reference (Based on 300 pages in current manual) Analysis of your existing policies and procedures to identify content similar to Lexipol's Wisconsin master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual. See Scope of Work for details.</p>	<p>One Time Fee <i>Based on 300 pages in current manual</i></p>	\$4,800
<p>Content Extraction</p>		\$2,195
<p>Support+ Package (50 hour package) 1:1 Assistance with a member of our Professional Services staff experienced in policy implementation and project management. Packages are offered in 50-hour increments with a flexible scope of work, and are offered at a 7% discount off Lexipol's standard hourly rate for professional services. See Scope of Work for details.</p>	<p>One Time Fee <i>Multiple packages can be purchased</i></p>	\$6,950
	Implementation Total	\$13,945

Implementation Service - Custody	Term	Price
<p>Comprehensive Cross Reference (Based on 190 pages in current manual) Analysis of your existing policies and procedures to identify content similar to Lexipol's Iowa master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual. See Scope of Work for details.</p>	<p>One Time Fee <i>Based on 190 pages in current manual</i></p>	\$3,010
<p>Content Extraction</p>		\$2,195
<p>Support+ Package (50 hour package) 1:1 Assistance with a member of our Professional Services staff experienced in policy implementation and project management. Packages are offered in 50-hour increments with a flexible scope of work, and are offered at a 7% discount off Lexipol's standard hourly rate for professional services. See Scope of Work for details.</p>	<p>One Time Fee <i>Multiple packages can be purchased</i></p>	\$6,950
	Implementation Total	\$12,155

Project Total Start-up	Invoice	Price
Law Enforcement Subscription (w/ ISDDA discount)		\$13,519
Custody Subscription (w/ ISDDA discount)		\$10,685
Additional 5% Multi Manual Discount	Year 1 Only	(\$1,273)
Subscription Subtotal		\$22,931
Law Enforcement Implementation Support	One Time	\$13,945
Custody Implementation Support	One Time	\$12,155
Total Due Start-up Subscription		\$49,031

SCOPE OF SERVICES:

Law Enforcement and Custody Policy Manual & Daily Training Bulletins

- Compliant with state and federal laws and regulations
- Customized to reflect your agency's terminology and structure
- Scenario-based daily training ties policy to real-world applications
 - 365 days per year / Law Enforcement
 - 240 days per year / Custody
- Each DTB includes a test question that reinforces policy comprehension
- Officers can complete DTBs via computers or iOS and Android mobile devices
- DTB completion and policy acknowledgement reports available by officer/deputy, topic or policy

Policy Updates – Law Enforcement and Custody Policies

- Delivered in response to new legislation, case law and evolving best practices
- Changes are presented in mark-up form and side-by-side comparison against existing policy
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform & Mobile App (Knowledge Management System)

Included with every subscription, this state-of-the-art web-based platform features:

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies to staff
- Automated tracking and reporting of policy acknowledgement and completion of training by all staff
- Archival and easy retrieval of all versions of policy manual
- Mobile app that provides in-the-field access to policy and training materials

Supplemental Manual

- Electronically links department-specific procedural content to your policy manual
- Automated tools help ensure consistency between policy and procedure material
- Perfect for standard operating guidelines/procedures, general orders or field guides

Accreditation Tools

- Ability to integrate accreditation standards content into the agency's policies
- Tracking and reporting tools that facilitate audits and assessments

Customer Assistance & Support

- Training on the Lexipol web-based delivery platform
- Direct Collaboration Assistance provides eight hours of individualized web-based sessions (to be scheduled within first 30 days of subscription service) to give your Agency administrator initial training to progress successfully and independently with the work plan
- Dedicated Account Management representatives provide continual support via phone and email

IMPLEMENTATION SUPPORT:

Comprehensive Policy Cross-Reference

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with our master policy content. Our Comprehensive Policy Cross-Reference service provides a logical method to distinguishing between the two.

- Analysis of your existing policies and procedures to identify content similar to Lexipol's Iowa master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- Your existing policies returned with annotations and tips to integrate into the Lexipol master content
- Information provided on where to find content similar to your policies in the Lexipol master manual, providing your project manager the ability to quickly compare the Lexipol version against your related current policy language
- One-on-one review with your agency to discuss the cross-reference report

Agency-Specific Content Extraction

Integrating your agency's legacy policy and procedural content into Lexipol's web-based delivery platform gives you a single place to access your content and makes connecting related content easier. With Lexipol's Content Extraction service, we do the heavy lifting for you.

- Data entry and formatting of existing policies, procedures or other agency-identified content into Lexipol's Knowledge Management System
- Hyperlinking of related policies and procedures or other content for an enhanced end-user experience

Support+ Package(s)

Lexipol's Support+ Package provides a customizable solution for agencies looking for one-on-one assistance with a member of our Professional Services staff experienced in policy implementation and project management.

Multiple Packages can be purchased and are offered in 50-hour increments with a flexible scope of work and are offered at a 7% discount off Lexipol's standard hourly rate for professional services. Flexible scope of work can assist your agency with such tasks as:

- Migration and merging of content
- Hyperlinking related policies and procedures
- Collaboration on customization of agency selected policies
- And more

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

#11

Date: 8/21/18 Weekly Agenda Date: 8/28/18

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Auditor-Pat Gill

WORDING FOR AGENDA ITEM:

Approve Amendment #1 for the Tyler Technology Project

ACTION REQUIRED:

- | | | |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input checked="" type="checkbox"/> |
| Public Hearing <input type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

Amendments were suggested by Tyler Technologies, reviewed by the County Attorney and WCICC staff. Changes were recommended by the county and Tyler Technologies approved.

BACKGROUND:

Items in amendment include: 1. Clearing up the first sentence of the "term" paragraph so that it doesn't look like the initial year is from July 2019-June 2020. Explaining how and when year's 2-5 will be invoiced
2. Correcting the dollar amounts in the "fees" section of the agreement in the county's favor.
3. Adding a Maintenance and Support Agreement Exhibit A. 4. Adding the WCICC security protocol

FINANCIAL IMPACT:

This amendment includes changing the amount due from \$36,479 on 7/31/18 and \$109,438 due by 7/15/19 to \$34,913 on July 31, 2018; and \$104,740 on or before July 15, 2019.
This is a total savings of \$6,264 in the annual fees.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Approve and sign the amended contract.

ACTION REQUIRED / PROPOSED MOTION:

Approve and sign the amended contract.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at 5519 53rd Street, Lubbock, TX 79414, and the Woodbury County ("Client") with offices at 620 Douglas Street, Room 103, Sioux City, IA 51101.

WHEREAS, Tyler and Client are parties to an agreement effective June 27, 2018 ("Agreement"), under which Client acquired SaaS to the software described therein ("Tyler Software") as well as related professional services and annual fee; and

WHEREAS, the parties desire to amend the Agreement to adjust the services and annual fees acquired;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree as follows:

1. Section F – Term and Termination – 1. Term of the Agreement is deleted in its entirety and replaced with the following:

Section F – Term and Termination (1) Term: The initial term of this Agreement shall begin July 1, 2019 and is for five (5) years unless earlier terminated as set forth in the Agreement. Upon expiration of the initial five (5) year term, we agree not to increase annual fees by more than 5% for year six (6), we further agree not to increase annual fees in years seven (7) and eight (8). Your right to access or use the Tyler Software will terminate at the end of this Agreement. Fees for subsequent years will be invoiced to be due July 1 of the then-current year.

2. Exhibit B – Invoicing and Payment Policy (1) of the Agreement is deleted in its entirety and replaced with the following:

Annual Fees Annual Fees are invoiced as follows: (a) 25% (\$34,913.00) on July 31, 2018; and (b) 75% (\$104,740.00) on or before July 15, 2019 covering the period from July 1, 2019 through June 30, 2020. We agree not to increase annual fees by more than 5% for year six (6) and will not increase annual fees in years seven (7) and eight (8).

3. Maintenance and Support Services. A copy of our current Maintenance and Support Agreement is attached hereto as Amendment Exhibit A.

4. Security Protocol. Unattended or self-initiated access to servers is not allowed. If Tyler needs access to a server, an authorized departmental user must notify WCICC and forward any contact information or be on the phone with the Tyler support person, if calling. WCICC will initiate a session for the vendor to access the server(s) with an attended session. (Bomgar ad-hoc mode is fine.) WCICC will provide a Tyler Admin account for Tyler's needs. If Tyler needs access to a user's workstation, GotoAssist can be launched by that user and Tyler's support staff will operate under that user's ID. Any new software to be loaded on a workstation will be

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coordinated with the WCICC staff.

5. All terms and conditions of the Agreement not herein amended remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment as of the Amendment Effective Date.

Tyler Technologies, Inc.
Local Government Division

Woodbury County, IA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Amendment Exhibit A Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on July 1, 2019 and is for five (5) years unless terminated as set forth in the Agreement. We agree not to increase annual fees by more than 5% for year six (6), we further agree not to increase annual fees in years seven (7) and eight (8). Your right to access or use the Tyler Software will terminate at the end of this Agreement. Fees for subsequent years will be invoiced to be due July 1 of the then-current year.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services



remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to the Agreement