

November 16, 2009

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 a.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman – Greg Gordy; vice chairman – Lawrence Rouw and member – Henry W. VanWeelden. Also present were the following: Scott Dailey, KBOE Radio; Duane Nollen, Oskaloosa Herald; Miranda Johnson, Mahaska County Agricultural and Rural Development Director; Leroy Nugteren, Mahaska County Conservation Board Member; Reid Stevens, Secondary Road Department; Misty White-Reiner, Assistant County Attorney and Jeanette Newendorp, County Attorney's office; Max Curry and Jared Curry rural residents; and Kay Swanson, Mahaska County Auditor.

This meeting was filmed by Communications Research Institute of William Penn University.

Chairman Gordy called the meeting to order with a moment of silence.

It was moved by VanWeelden seconded by Rouw to approve the agenda for today. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the minutes of November 2nd and 5th. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the request of the County Attorney to purchase Prolaw case management computer software and server for \$18,678.53 of which the county will be responsible for \$3735.71. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the following Iowa County Attorneys Case Management 28E Agreement and Letter of Agreement. All present voted aye. Motion carried.

**IOWA COUNTY ATTORNEYS CASE MANAGEMENT PROJECT
28E AGREEMENT**

WHEREAS the below-named Iowa counties desire to enter into an agreement for the purposes of developing and making available a case management program or programs, which are more uniformly accepted, compatible and able to integrate with other local and state criminal justice agencies, and adapted to the special needs and requirements of Iowa county attorneys; and of providing for future development, improvement, and training in the use of case management programs for Iowa county attorneys;

WHEREAS each county is a public agency within the meaning of Iowa Code Chapter 28E;

WHEREAS Iowa Code Chapter 28E provides authority, guidelines, and a mechanism for pursuing such purposes under the terms of an agreement of the parties;

NOW, THEREFORE, IT IS AGREED by and between the below-named Iowa counties pursuant to Chapter 28E, Code of Iowa as follows.

GENERAL PURPOSES

The purpose of the Iowa county attorneys case management project is to provide a means through which representatives from the offices of interested Iowa county attorneys may cooperate and coordinate efforts to develop and make available a case management program or programs, which are more uniformly accepted, compatible and able to integrate with other local and state criminal justice agencies, and adapted to the special needs and requirements of Iowa county attorneys; and to provide for future development, improvement, and training in the use of case management programs for Iowa county attorneys, through one or more of the following initiatives and other means deemed appropriate by the parties to this agreement:

1. Establish a working group composed of representatives from the parties to this agreement to coordinate and facilitate efforts in furtherance of the general purposes of this agreement.
2. Develop requirements and specifications for hardware and software for a model case management program for county attorneys which can be used, adapted, and customized for use by county attorneys throughout Iowa and which will be compatible and able to fully integrate with state and local criminal and juvenile justice and court systems.
3. Facilitate contracting for installation of, conversion to, and maintenance of case management systems, which utilize XML technology, allowing for future integration with other criminal and juvenile justice agencies and the court.
4. Seek funding in the form of grants and loans from the Local Government Innovation Fund, Edward Byrne Memorial Grant awards, and from other sources of funding which may become available, to enable county attorney offices to develop, obtain, and maintain software and equipment, training, and improvements necessary to install, utilize, and maintain case management programs.
5. Work with state and local government agencies in connection with initiatives to integrate the public safety, criminal and juvenile justice, and court systems.
6. Provide for training required to establish and maintain case management programs for county attorney offices.
7. Explore multi-county sharing of case management programs and computer equipment, and other approaches to cost sharing and reduction.

DURATION

1. The effective date of this agreement, when it shall enter into force and effect, shall be after its approval by the undersigned parties, and upon the date of its filing and recording as required by law.
2. The duration of this agreement shall be perpetual unless terminated as hereinafter provided.
3. Any party may withdraw from this agreement by giving written notice to the other parties of its intent to withdraw at least thirty days prior to date of withdrawal.
4. This agreement shall terminate either upon written agreement of the remaining parties to the agreement or at such time that no more than one party to the agreement remains. Notice of termination of the agreement shall be filed and recorded as required by law.

5. After this agreement becomes effective, any other Iowa county may become a party to this Agreement by adoption of this agreement, as it may have been amended, by resolution of its Board of Supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8.

ADMINISTRATION.

1. LEGAL STATUS No separate legal entity is established by this agreement. This agreement sets forth the terms of a voluntary joint and cooperative undertaking of units of government, referred to herein as the Iowa County Attorneys Case Management Project, or Case Management Project, as authorized by Chapter 28E, Code of Iowa.

2. WORKING GROUPS To carry out the purposes of this agreement, one or more working groups may be established, whose membership shall include designees from counties that are parties to this agreement. Representatives designated from the county attorney from any county in Iowa may attend meetings of the working groups. Working groups will be responsible for the development and activities to further the purposes of this agreement and shall recommend preparation and approval of such supplemental agreements as may be necessary to carry out the goals of this agreement to the Board.

3. ORGANIZATIONAL RULES A working group comprised of representatives from the participating counties shall develop and approve organizational rules or by-laws for the Case Management Project.

4. BOARD OF DIRECTORS The Case Management Project shall be under the direction and control of a board of directors to be established and constituted pursuant to organizational rules as developed and approved by a working group comprised of representatives from the participating counties. The working group may also provide for an administrator in addition to the board to assist in administration and such other duties as the working group may prescribe. The board of directors shall include persons representing one or more of the member counties as required by Iowa Code section 28E.6.

5. PROPERTY The rights to acquire, hold, or dispose of property, real or personal, utilized in this joint or co-operative undertaking shall not be exercised by the working group or board of directors of the Case Management Project unless specifically authorized by this agreement or as may be permitted by written authorization by the parties to this agreement.

FINANCING AND BUDGET

Each party's financial contribution shall be determined solely by its governing board. The working group established herein shall have no authority to require payment from or impose an assessment of members of this agreement. The budget for the Case Management Project shall be developed and approved by the Board of Directors, based upon such funds provided voluntarily by members, and such other grants and funds which are made available or provided for carrying out the purposes of the Case Management Project.

SEVERABILITY

If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

The forgoing Iowa County Attorneys Case Management Project 28E Agreement is hereby adopted and approved, signed and sealed by the respective parties as follows:

COUNTY OF Mahaska

Board of Supervisors for Mahaska County

s/Greg Gordy

Chairman Board of Supervisors Date: 11-16-09

s/Kay Swanson Date: 11-16-09

Auditor

s/Rose Anne Mefford Date: 11-16-09

County Attorney

Iowa County Attorney's Case Management Project Letter of Agreement

By signing this letter of agreement I, the undersigned, agree to the terms following terms to participate in the Iowa County Attorney's Case Management Project:

1. Agree to split costs among participating counties for the following components of the project. The below costs are to be calculated on a per user basis. Each participating county is responsible for the costs associated with their number of users. A user is defined as any workstation accessing the case management program/database.

Counties using ProLaw case management software

- A. Licensing costs for Iowa base program. Under the terms of the licensing agreement, counties may have multiple databases under the license, i.e. for testing, archival purposes, or private practice (with agreement from their Board of Supervisors).
- B. Maintenance costs of case management software
- C. Hot Docs/ Iowa Docs Licensing---applies to counties wishing to use this software only.
- D. Customization expenses by vendor for customizing case management software for Iowa base program.

Counties using Dialog case management software

- A. Maintenance costs of case management software
- B. Crystal Reports for report writing---applies to counties who do not currently own this software.
- C. Customization expenses by vendor if any customization of product needed as determined by participating counties using this software.
- D. Training expenses for vendor for time spent in Iowa training (per diem as well as reasonable travel expenses).

All participating counties: (per user cost)

- A. Word licensing—applies to counties needing new/additional licensing only.
- B. SQL licensing—applies to newly licensed counties only.
- C. Expenses related to hardware and additional software licensing for host server at ISAC—applies to counties having data hosted remotely only.
- D. Provide remote access for vendor to remotely troubleshoot database through a product similar to PC Anywhere, VNC, etc.

2. Agree to maintain maintenance of the case management software and apply patches, upgrades, etc. for case management software for a minimum of three years.
3. Agree to maintain Operating System, SQL Server database, word processing software, etc. by applying patches or security upgrades for a minimum of three years.
4. Agree to maintain the minimum hardware and related software requirement standards as shown in Attachment "A" for workstations and servers running the case management software and/or database.
5. Agree to maintain at least the recommended hardware and related software requirement standards shown in Attachment "A" for workstations and servers for new equipment purchases running the case management software and/or database.
6. Agree that the recommended and minimum standards for hardware requirements and for related software such as those shown below, shall be reviewed and updated at least annually but no more than twice annually.
 - a. Operating system
 - b. Word Processing such as Word/Word Perfect
 - c. SQL Server
 - d. Hot Docs / Iowa Docs (if applicable)
 - e. Outlook/Exchange/GroupWise
7. Agree to participate in User Training before beginning input of live data into program by all users entering or using data in the case management software.
8. Agree to participate in Administrative Training, if applicable, before setting security rights, etc. into program.
9. Agree to participate in updates to admin or user training as necessary throughout the duration of the project for a minimum of three years (such as for upgraded versions of the program annually, etc.)
10. Agree to submit claims or billings promptly to the Project Manager as necessary for reporting or reimbursement for the Iowa County Attorney's Case Management Project.
11. Agree to submit reporting information in a timely fashion to the Project Manager for purposes of reporting for grant funds used in the project if I used the grant funding.
12. Agree to pay in a timely manner, any loan payments I have utilized in the scope of the Iowa County Attorney's Case Management Project as part of the Iowa Local Government Innovation Award to the Project Manager.

I have read the foregoing and agree to the terms and conditions listed above.

s/ Greg Gordy _____ Date: 11-16-09

Printed Name: Greg Gordy

Title: Chairman Board of Supervisors County Mahaska

s/Rose Anne Mefford Date 11-16-09

Printed Name: Rose Anne Mefford

Title: Mahaska County Attorney County: Mahaska

Miranda Johnson, Mahaska County Agricultural and Rural Development Director gave the board her monthly report and it was placed on file.

It was moved by VanWeelden seconded by Rouw to remove Don Russell from the payroll as county sanitarian effective November 14, 2009 for retirement. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the Veterans Affairs Commission monthly report for October, 2009. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the request of the Conservation board to have Ben Hoskinson serve as interim Conservation Director until a new Director can be found. He will be paid the same hourly rate as he is being paid as IRVM Director. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to reappoint the following members to the landfill commission effective January 1, 2010: Greg Gordy, Peggy Wright; Alan DeBruin, and Mark Jackson for one year terms. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to sign the plans of proposed improvement on the Farm – to – Market System project Seal Coat # FM-CO62(70)—55-62 located beginning at the intersection of County Hwy G77 and Cemetery Rd, thence east 5.5 miles along G77; and beginning near the Wapello County line, thence north 3.5 miles along County Hwy T67. All present voted aye. Motion carried.

The matter of the variance for the Curry property located at 3228 295th Street was tabled until December 7th meeting.

It was moved by Rouw seconded by VanWeelden to adjourn today's meeting. All present voted aye. Motion carried.

Greg Gordy, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor