



GRINNELL PUBLIC SAFETY COMMITTEE  
TUESDAY, SEPTEMBER 2, 2025, AT 5:30 PM  
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL  
AND VIA ZOOM  
[HTTPS://ZOOM.US/J/93161594397?PWD=UGHDVT9OE7BKT6DYCQ8Z  
DF8BXVBKQB.1](https://zoom.us/j/93161594397?pwd=UGHDVT9OE7BKT6DYCQ8ZDF8BXVBKQB.1)

MEETING ID: 931 6159 4397  
PASSCODE: 247059

## TENTATIVE AGENDA

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### **A. Roll Call:**

### **B. Perfecting and Approval of Agenda:**

### **C. Committee Business:**

1. Consider approval of a street closure request from Central Iowa Christian School on October 4, 2025, to close 9th Avenue between Summer Street and Hobart Place from 11:00 A.M. to 5:30 P.M. for a carnival fundraiser.
2. Consider approval of an engagement agreement with Wilson Elser to assist with legal services regarding cyber insurance claim.
3. Consider approval of a Statement of Work Agreement with CFC Response to respond to a cyber insurance claim.

### **D. Inquiries: Public Comment**

Visitors may address the Council/Board at this time; however, comments will be limited to 2 minutes. As per Iowa's Open Meetings Law, Council/Board can only listen during public comments and cannot take any action on items that are not posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

### **E. Adjourn:**

*Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or [adevig@grinnelliowa.gov](mailto:adevig@grinnelliowa.gov), no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.*

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## CICS Block Closure Request

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**From** Homeschool <justarahomeschool@protonmail.com>  
**Date** Fri 8/22/2025 12:06 PM  
**To** Alyssa Devig <adevig@grinnelliowa.gov>  
**Cc** Matt Augustin <maugustin@centraliowachristianschool.org>

Good morning,

My name is Tara Hellickson. I am writing on behalf of the fundraising committee for Central Iowa Christian School. We are planning a carnival fundraiser on Saturday October 4, 2025. The carnival will take place from 12:30 PM-4:00 PM. We are requesting to have 9th Avenue between Summer Street and Hobart Avenue (behind Grinnell Christian Church) closed to through traffic between 11:00 AM-5:30 PM. This will allow us to run the carnival safely, as well as have a place for food trucks to park.

If you have any questions, please feel free to contact me.

Thank you in advance for your consideration.

Very Respectfully,

Tara Hellickson

Sent with [Proton Mail](#) secure email.



August 20, 2025

Anjali C Das  
312.821.6164 (direct)  
Anjali.Das@wilsonelser.com

**VIA EMAIL**

**Privileged and Confidential/Attorney-Client Communication**

Alyssa Devig  
City Clerk/Finance Director  
City of Grinnell  
520 4<sup>th</sup> Avenue  
Grinnell, IA 50112  
[adevig@grinnelliowa.gov](mailto:adevig@grinnelliowa.gov)

Re: Potential Data Security Incident

Dear Ms. Devig:

Thank you for selecting Wilson Elser to represent City of Grinnell (“GRINNELL”) in connection with the potential data privacy and cybersecurity incident (“Security Incident”). Our firm’s policy at the outset of an engagement with new clients is to outline not only the nature of the engagement, but also the basis on which the firm will provide and bill for legal services.

1. Nature of Engagement. As we discussed, the firm’s client will be GRINNELL. The firm will observe and follow the Rules of Professional Conduct with respect to the client-lawyer relationship and operate in the best interests of the GRINNELL. The scope of our engagement will include advice to and representation of GRINNELL regarding the Security Incident in anticipation of litigation. In this capacity, we will assist the GRINNELL in gaining a better understanding of the situation. We will also assist GRINNELL in investigating the situation and endeavoring to determine what occurred and how it happened. In addition, we will evaluate reports and notices, advise and assist GRINNELL with compliance with applicable laws, including any data security incident notification obligations, and advise and assist in mitigating any further damages, if required. We will represent GRINNELL in any regulatory investigations and/or any negotiation of fines/penalties. Once the initial work is completed, if so requested in writing by GRINNELL, we will provide further recommendations for the consideration by GRINNELL.

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161 N Clark, Suite 4500 | Chicago, IL 60601 | p 312.704.0550 | f 312.704.1522 | [wilsonelser.com](http://wilsonelser.com)

Albany, NY | Atlanta, GA | Austin, TX | Baltimore, MD | Birmingham, AL | Boston, MA | Charlotte, NC | Chicago, IL | Dallas, TX | Denver, CO | Detroit, MI | Long Island, NY  
Hartford, CT | Houston, TX | Indianapolis, IN | Jackson, MS | Las Vegas, NV | London, England | Los Angeles, CA | Louisville, KY | Madison, NJ | McLean, VA | Merrillville, IN  
Miami, FL | Milwaukee, WI | Nashville, TN | New Orleans, LA | New York, NY | Orange County, CA | Orlando, FL | Philadelphia, PA | Phoenix, AZ | Portland, OR | Raleigh, NC  
San Diego, CA | San Francisco, CA | Sarasota, FL | Seattle, WA | Stamford, CT | St. Louis, MO | Tyler, TX | Washington, DC | West Palm Beach, FL | White Plains, NY



2. Fees. For this work, our hourly rates are \$375 for Partners; \$360 for Of Counsel; \$270-310 for Associates and \$155 per hour for Paralegals. Our billing rates are subject to adjustment from time to time, usually in January of each year.

3. Costs. In addition to our fees, our bills will include allocable charges for prudent and reasonable costs and charges incurred in performing our services, such as printing and reproduction services, mail, messenger and delivery services that may be necessary for speed and reliability, travel (including reasonable and prudent mileage, parking, air or rail fare, lodgings (noting specifically that first-class air, luxury hotel accommodations, high-end rental cars, and lavish meals are not considered prudent and reasonable), meals, taxi or rental car), telephone, court costs and filing fees [and other litigation support services, such as document scanning, coding and printing]. We will secure GRINNELL's and its insurer's authorization before selecting and retaining the services of a third-party, including forensics, expert witnesses and crisis communications. Unless other arrangements are made, certain expenses (such as forensics, expert witness' fees and crisis communication charges) will be billed directly to GRINNELL and will not be marked up or subject to any additional fees from our Firm. Our Firm shall not be liable for any such third party or vendor charges.

4. Billing Arrangements. We render on-account bills monthly. Our statements generally will be prepared and mailed to GRINNELL during the month following the month in which services are rendered. The bills will also contemporaneously be submitted to the Insurer for approval and payment once GRINNELL's insurance policy deductible has been met for this incident. In the event GRINNELL's insurance carrier determines that a portion of our fees are not covered by insurance, GRINNELL will be responsible for payment of our fees, and notified immediately for approval prior to any further work being performed. Services not covered by the insurance carrier will require prior approval from GRINNELL before services begin and are billed. The firm expects that its Client will pay statements within 30 days. We reserve the right to defer providing services or to discontinue our representation if billed amounts are not paid when due.

5. Client Documents. We will maintain any necessary documents (including any electronic copies) relating to this matter in our Client files. We will provide GRINNELL with copies of documents as soon as reasonably practicable. At the conclusion of the matter (or earlier, if appropriate), it is GRINNELL's obligation to advise us as to which, if any, of the documents in our files GRINNELL desires us to make available to it. These documents will be delivered to GRINNELL within a reasonable time after receipt of payment for outstanding fees and costs, subject to applicable rules of attorney conduct. We will retain any remaining documents in our files for a certain period of time, after which we will destroy them in accordance with our record retention program.

6. Affiliate Waiver. For all matters which you may, from time to time, request our assistance, Wilson Elser's client will be GRINNELL and not any parent, subsidiaries or affiliates of GRINNELL. This letter confirms that GRINNELL acknowledges and agrees that it is a separate entity from its parent, subsidiaries and affiliates for conflicts of interest purposes and that our representation of GRINNELL does not give rise to an attorney-client relationship for conflicts of interest purposes with any parent, subsidiary or affiliates of GRINNELL. GRINNELL further acknowledges that Wilson Elser may have in the past represented, currently represent, or in the future represent, other clients whose interests are adverse to the parent, subsidiaries or affiliates of GRINNELL and that such representations by Wilson Elser will not give rise to a conflict of interest with GRINNELL. GRINNELL also agrees that during the course of Wilson Elser's representation of GRINNELL, GRINNELL will not provide to Wilson Elser any confidential information regarding its parent, subsidiaries or affiliates.



7. Termination of Representation. GRINNELL has the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve GRINNELL of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of GRINNELL through the date of termination.

If GRINNELL consents and agrees to be represented by Wilson Elser regarding the Security Incident in accordance with the above terms and conditions, please sign the enclosed copy of this letter in the space provided below and return it to me. Should you have any questions, please call me.

We appreciate the chance to be of service and look forward to working with you.

Very truly yours,

**WILSON, ELSE, MOSKOWITZ, EDELMAN & DICKER LLP**

A handwritten signature in blue ink, appearing to read 'Anjali C. Das'.

Anjali C. Das

ACCEPTED AND AGREED to by:

**City of Grinnell**

Signed by:

A handwritten signature in black ink, appearing to read 'Alyssa Devig'.

Name Alyssa Devig

City Clerk/Finance Director

Position

Date: 8/20/2025

**INSURER AND INSURED COMMON INTEREST AND JOINT DEFENSE AGREEMENT**

CFC Underwriting (“CFC”) and City of Grinnell (“GRINNELL”) (collectively, the “Parties”) agree as follows:

CFC issued Insurance Policy to GRINNELL (the “Policy”).

GRINNELL provided notice to CFC of a certain incident under the Policy (the “Reported Incident”). This Agreement is not intended to alter or amend the terms of the Policy or the Parties’ respective rights thereunder.

CFC and GRINNELL agree that they have a common interest in the investigation and defense of the Reported Incident.

GRINNELL may share information with CFC regarding the Reported Incident on a confidential basis (the “Protected Information”), and wishes to cooperate in common joint defense efforts, without waiving any applicable privileges or protections.

The Protected Information may include, but is not limited to, oral and written communications between the Parties (and their counsel or other authorized agents), status reports prepared by counsel, disclosure of documents, factual and legal analyses, summaries, memorandum, opinions, legal strategies, interview reports, reports of experts, consultants, or investigators, and meetings with witnesses, consulting experts, or litigation support services providers in any way involving the Reported Incident.

The Parties recognize that the Protected Information should be kept confidential and, therefore, wish to ensure that the Protected Information remains confidential; that the sharing of such Protected Information is limited and only to the extent necessary; and does not effect a waiver of any applicable privilege or immunity.

The Parties expressly acknowledge that the sharing and exchange of Protected Information is not intended to effect a waiver of the attorney-client privilege, attorney work product doctrine, or any other applicable privilege, immunity, or confidentiality protection that may apply.

8/20/2025

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

City of Grinnell

Signed by:



219E728E352748F...

Name: Alyssa Devig

Title:

City Clerk/Finance Director

CFC Underwriting Ltd.

Name:

Title:



300 E Highland Mall Blvd  
Suite 300  
Austin, Texas 78752  
+1 (512) 614 2053

# Business Email Compromise

Statement of work

**Exclusively for:** Wilson Elser Moskowitz Edelman & Dicker  
LLP on behalf of City of Grinnell

**Prepared on:** Fri, Aug 15, 2025

# Your Cybersecurity Partner

CFC Security, Inc ("CFC Response") has been assisting companies, small and large, new and established for well over a decade. The opportunity to serve well-respected companies like City of Grinnell ("Client") is a main reason CFC Response remains committed to offering enterprise-grade security solutions to the small and medium businesses that are the backbone of our country. CFC Response emphasizes a security first approach in every facet of the products and services we provide. We are passionate about what our clients do, and we exist to help them solve their business problems through effective uses of technology.

**Again, we appreciate the opportunity to provide our leading products and services to you and look forward to a fantastic business relationship.**



**Chris Loehr**  
Executive Vice President  
CFC Response

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## Terms and Conditions

All services provided by CFC Response are subject to CFC Response's [Terms and Conditions](#). The Terms and Conditions form part of the Agreement between CFC Response, City of Grinnell and Wilson Elser Moskowitz Edelman & Dicker LLP, and are therefore legally binding upon Parties.

## Proposed Services

This proposal is for CFC Response to perform an overview of the business email environment in an attempt to determine how the incident occurred.

## Business Email Compromise

CFC Response recommends performing a business email compromise with the intent of detailing the following:

- Establish a more precise timeline of events.
- Identify unauthorized access to client email environment occurred, if any.
- Identify the indicator of compromise in the email environment, if any.
- Identify the method of compromise, if any
- Identify how an attacker may have accessed accounts within the environment, if possible.

## Client Roles and Responsibilities

The Client will:

- Provide the analysis team with privileged access [e.g. Global Administrator (O365), Super Admin (G-Suite), etc] to the email service identified.
- Provide the analysis team with the remote access required to access all environments within scope.
- Provide the analysis team with the available device, system and application logs or provide the remote access to retrieve those logs.
- Provide adequate technical human capital to aid in the remediation efforts of any compromised accounts (removing inbox or forwarding rules, resetting passwords, removing delegation or access rights, etc).
- Handle all communication with their employees.

The tools used to perform the analyses are designed to not impact workflow, but there is always a risk that disruption can occur.

## CFC Response Roles and Responsibilities

CFC Response will:

- Perform the outlined analysis.
- Notify the Client of any Critical Findings immediately.
- Secure any assigned privileged accounts for possible unauthorized use.
- Provide an executive and technical briefing to the Client at the conclusion of the analysis.

## Deliverables

At the conclusion of the analysis, CFC Response will provide the following deliverables:

- Deliverable #1 – Assessment reports and supporting data if requested.
- Deliverable #2 – Recommendations for remediation if requested.

## Analysis Process

The Analysis process is straightforward and simple.

1. The assigned CFC Response analyst will begin the process with a CFC Response Analysis Preparation Call. The call will accomplish the following:
  - Identify the key players in all participating organizations, CFC and Client.
  - Give an overview of the analysis process, including installation requirements, credential requirements and any change management requirements Client may have.
  - Review what the analysis can and cannot do and address any questions Client may have.
2. If any critical issue arises, the assigned CFC Response analyst will make immediate contact with Client to inform them of the issue and get approval for any further actions that need to take place.
3. After the analysis is complete, if requested by Client, the CFC Response analyst will compile the results in a DRAFT report. This report is for review by Client is given the opportunity to ask questions, request clarification or request adjustments made to the report.
4. After any changes are approved, a final report is delivered to Client alongside any proposed recommendations for remediation or other improvements.
5. For any software that is installed, the CFC Response will uninstall or furnish instructions for uninstall upon completion.
6. Typically, the estimated duration for an incident of this size and magnitude is 15 business days. This can vary depending on the condition of the environment, any additional security issues discovered and availability of client assets.

## Statement of Work

This Statement of Work (including its exhibits, attachments and all Change Orders), is effective by the date signed below. This Statement of Work describes the specific Services to be performed by CFC Response for City of Grinnell and Wilson Elser Moskowitz Edelman & Dicker LLP and upon execution by the Parties shall become a part of the Agreement. Changes or additions to the description of the Services will require a written Change Order. All additional work (including as a result of Client's failure to perform the Client responsibilities or the failure of any project assumptions) shall be paid for by Client at contracted professional services rates.

## Services

| Milestones                  | Hours | Amount     |
|-----------------------------|-------|------------|
| Incident Coordination (CIM) | 7h    | \$2,065.00 |
| BEC Forensics Investigation | 30h   | \$8,850.00 |

## Materials

| Title                          | Amount   |
|--------------------------------|----------|
| BEC Evidence Preservation Tool | \$500.00 |

Services Sub-total \$10,915.00

Materials Sub-total \$500.00

**Total \$11,415.00**

*CFC Response will bill the client for actual work performed which could be less than what is stated on this Statement of Work. In the event a significantly greater effort is required, a change order will be submitted to the insurer for approval.*

*CFC Response reserves the right to use progress billing to invoice the Client at different stages of the effort. **If your organization is sales tax-exempt, please send a copy of your sales tax-exempt certificate and FEIN to [accountingus@cfcresponse.com](mailto:accountingus@cfcresponse.com)***

AGREED this Fri, Aug 15, 2025  
 Provider: **CFC Response, Inc.**  
 Name/Title: Terrell Oehring, CEO

Signed: Terrell Oehring

AGREED this 08/20/2025

Counsel: **Wilson Elser Moskowitz Edelman & Dicker LLP**

Name/Title: Joseph M Fusz Of Counsel

Signed: Joseph M Fusz  
Joseph M Fusz (Aug 20, 2025 12:45:20 CDT)

AGREED this 08/21/2025

Client: **City of Grinnell**

Name/Title: Alyssa Devig City Clerk/Finance Director

Signed: Alyssa Devig

Billing Address: **City of Grinnell**

Street: 520 4th Ave

City: Grinnell

State: IA

Zip code: 50112

*Confidential – City of Grinnell, Wilson Elser Moskowitz Edelman & Dicker LLP, and CFC Response use only*