

Story County  
Board of Supervisors Meeting  
Agenda  
6/23/20

1. Originating From Administration Building, Story County Public Access Provided Via Conference Call

SPECIAL NOTE TO THE PUBLIC: Due to recommendations to limit gatherings to no more than ten (10) people in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via conference call to listen to the meeting. Members of the public who would like to call in:

- Dial 515-603-3144
- Enter 895791# when prompted for the access code

\*\*We ask that you mute your phone if possible.

Audio recordings of all Board meetings will be posted on our website [www.storycountyiowa.gov](http://www.storycountyiowa.gov) shortly after the meeting is concluded. You may access these recordings at any time by clicking on the Meetings and Agendas button on the home page.

\*\*If you have called to listen to the Board of Supervisors meeting and you have a question or comment, You can now text us during the meeting at 515-451-7293

2. CALL TO ORDER: 10:00 A.M.

3. PLEDGE OF ALLEGIANCE:

4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1

5. ADOPTION OF AGENDA:

6. UPDATES ON COVID-19

a) Staff

b)Supervisors

7. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda

8. DISCUSSION AND CONSIDERATION OF ITEMS BROUGHT BEFORE THE BOARD WITH REQUEST FOR IMMEDIATE ACTION:

9. AGENCY REPORTS:

I. Emergency Management Quarterly Report - Submitted Report Only

Department Submitting Auditor

Documents:

[20 06 17 BOS UPDATE.PDF](#)

10. CONSIDERATION OF MINUTES:

I. 6/9/20, 6/12/20, And 6/16/20 Minutes

Department Submitting Auditor

11. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 7/5/20, in a) Auditor's Office for Scott Wall @ \$26.44/hr; b) Sheriff's Office for Kyle Thompson @ \$2,687.20/bw; effective 7/19/20, in a) Secondary Roads for Lori Mensing @ \$28.78/hr; Ryan Peterson @ \$27.72/hr; b) Sheriff's Office for John Asmussen @ \$3,983.01/bw; Margie Burkle @ \$2,139.20/bw; Nancy Denekas @ \$2,226.40/bw; Brett Sink @ \$2,518.40/bw. 2) Correction to Resolution #20-102 for FY21 salaries, effective 6/21/20 (payable 7/10/20), in a) Auditor's Office for Stacey Massey @ \$17.87/hr; b) Conservation for Brandon Clough @ \$20.40/hr; Marianne Harrelson @ \$24.69/hr; c) Sheriff's Office for Selena Sweet @\$1,782.40/bw.

Department Submitting HR

12. CONSIDERATION OF CLAIMS:

I. 6/25/20 Claims

Department Submitting Auditor

Documents:

[CLAIMS 062520.PDF](#)

13. CONSENT AGENDA:

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

I. Consideration Of Final Pay Voucher For Herberger Construction Co Inc., For Bridge Replacement Project #FM-C085(153)--55-85

Department Submitting Engineer

Documents:

[FPV BRIDGE 061620.PDF](#)

II. Consideration Of Final Pay Voucher For Peterson Contractor Inc., For RCB Culvert Replacement Project #BROS-SWAP-C085(145)--SE-85

Department Submitting Engineer

Documents:

[FPV PCI RCB CULVERT.PDF](#)

III. Consideration Of Road Way Maintenance Agreement For Institutional Roads With Iowa Department Of Transportation Effective 7/1/20-06/30/21

Department Submitting Engineer

Documents:

[IDOT MAINT AGR 2021.PDF](#)

- IV. Consideration Of Contract Between Iowa State University And The Story County Sheriff's Office Effective 7/1/2020 - 6/30/2021 For \$65.00/Hr For Senior Reserve Deputies And Deputies And \$32.50/Hr For Regular Reserve Deputies

Department Submitting Sheriff

Documents:

[ISU CONTRACT.PDF](#)

- V. Consideration Of 2020 Equal Employment Opportunity Plan (EEO) Utilization Report

Department Submitting Human Resources

Documents:

[2020 EEO UTILIZATION REPORT.PDF](#)

- VI. Consideration OF FY21 Provider And Program Participation Agreement With ACCESS Effective 7/1/20-6/30/21

ACCESS - Battering Shelter(Not to exceed \$31,389)\$137/1 24 Hr Period Of Food And Shelter; Domestic Abuse Crisis/Support(Not to exceed @24,000)\$138/1 Staff Hr; Battering-Court Watch(Not to exceed \$2,295)\$138/1 Staff Hr; Sexual Abuse/Crisis Support(Not to exceed \$6,100)\$133/1 Staff Hr; Education and Awareness(Not to exceed \$1,687)\$127/1 Staff Hr

Department Submitting Board of Supervisors

Documents:

[ACCESS FY21 CONTRACT.PDF](#)

- VII. Consideration Of FY21 Provider And Program Participation Agreement With ACPC Effective 7/1/20-6/30/21

ACPC - Day Care - Children(Not to exceed \$18,283)\$57.89/1 Full Day; Day Care - School Age(Not to exceed \$3,312)\$12.44/1 Partial Day

Department Submitting Board of Supervisors

Documents:

[ACPC FY21 CONTRACT.PDF](#)

- VIII. Consideration Of FY21 Provider And Program Participation Agreement With Boys And Girls Club Of Story County Effective 7/1/20-6/30/21

Boys and Girls Club of Story County-Youth Development Social Adjustment-Ames (Not to exceed \$20,521)\$29.07/1 Client Contact/Day; Youth Development/Social Adjustment-Nevada(Not to exceed \$4,205)\$10.90/1 Client Contact/Day

Department Submitting Board of Supervisors

Documents:

[BOYS AND GIRLS CLUB OF STORY COUNTY FY21 CONTRACT.PDF](#)

- IX. Consideration Of FY21 Provider And Program Participation Agreement With Center For Creative Justice Effective 7/1/20-6/30/21  
Center for Creative Justice - Probation Supervision(Not to exceed \$33,217)\$71.36/1 Client Hr

Department Submitting Board of Supervisors

Documents:

[CENTER FOR CREATIVE JUSTICE FY21 CONTRACT.PDF](#)

- X. Consideration Of FY21 Provider And Program Participation Agreement With ChildServe Effective 7/1/20-6/30/21  
ChildServe - Child Care-Children(Not to exceed \$4,500)\$44.80/1 Full Day; Child Care-Infants(Not to exceed \$5,000)\$57.13/1 Full Day)

Department Submitting Board of Supervisors

Documents:

[CHILDSERVE FY21 CONTRACT.PDF](#)

- XI. Consideration Of FY21 Provider And Program Participation Agreement With Iowa Able Foundation Effective 7/1/20-6/30/21  
Iowa Able Foundation - Budget Credit Counseling(Not to exceed \$625)\$84.56/1 Client Contact

Department Submitting Board of Supervisors

Documents:

[IOWA ABLE FOUNDATION FY21 CONTRACT.PDF](#)

- XII. Consideration Of FY21 Provider And Program Participation Agreement With Legal Aid Society Of Story County Effective 7/1/20-6/30/21  
Legal Aid Society of Story County - Legal Aid-Civil(Not to exceed \$96,200)\$86.93/1 Staff Hr; Legal Aid Civil/Local Option(Not to exceed \$6,611)\$86.93/1 Staff Hr

Department Submitting Board of Supervisors

Documents:

[LEGAL AID SOCIETY OF STORY COUNTY FY21 CONTRACT.PDF](#)

- XIII. Consideration Of FY21 Provider And Program Participation Agreement With Lutheran Services In Iowa Effective 7/1/20-6/30/21  
Lutheran Services in Iowa - Crisis Child Care(Not to exceed \$3,000)\$765.83/1 Contact

Department Submitting Board of Supervisors

Documents:

[LUTHERAN SERVICES IN IOWA FY21 CONTRACT.PDF](#)

- XIV. Consideration Of FY21 Provider And Program Participation Agreement With Volunteer Center Of Story County Effective 7/1/20-6/30/21  
Volunteer Center of Story County-Volunteer Management(Not to exceed \$1,812)  
\$25.28/1 Volunteer Hr; Advocacy for Social Dev/Youth Engagement(Not to exceed \$1,020)\$32.67/1 Staff Hr

Department Submitting Board of Supervisors

Documents:

[VOLUNTEER CENTER OF STORY COUNTY FY21 CONTRACT.PDF](#)

- XV. Consideration Of FY21 Provider And Program Participation Agreement With Heartland Senior Services, Effective 7/1/20-6/30/21  
Heartland Senior Services - Senior Food Program (not to exceed \$1,715.00)  
\$10.10/client contact; Adult Day Center(not to exceed \$19,190.00) \$82.62/client day;  
Home Delivered Meals (not to exceed \$31,625.00) \$8.29/meal; Home Delivered Meals- under 60(not to exceed \$1,230.00) \$8.74/meal; Service Coordination/Outreach (not to exceed \$45,080.00) \$81.39/client hour; Adult Day Center/Local Option(not to exceed \$254.00) \$82.62/client day; Mobile Meals/Local Option(not to exceed \$600.00) \$8.29/meal; Service Coordination/Local Option (not to exceed \$740.00) \$81.39/client hour

Department Submitting Board of Supervisors

Documents:

[HEARTLAND SENIOR SERVICES FY21 CONTRACT.PDF](#)

- XVI. Consideration Of FY21 Provider And Program Participation Agreement With Raising Readers, Effective 7/1/20-6/30/21  
Raising Readers-Advocacy of Social Development (not to exceed \$4,492.00)  
\$9.55/staff hour; Family Dev/Education Thrive by Five (not to exceed \$4,980.00)  
\$10.39/staff hour; Family Dev/Out of School Learning (not to exceed \$5,717.00)  
\$107.88/partial day (three hours)

Department Submitting Board of Supervisors

Documents:

[RAISING READERS FY21 CONTRACT.PDF](#)

- XVII. Consideration Of FY21 Provider And Program Participation Agreement With Story Time Child Care Center, Effective 7/1/20-6/30/21  
Story Time Child Care Center-Child Care-Children (not to exceed \$44,572.00)  
\$26.11/full day; Child Care-Children/*carry over from FY20 funds* (not to exceed \$13,376.10) \$26.11/full day; Child Care-Infant (not to exceed \$920.00) \$2.80/full day

Department Submitting Board of Supervisors

Documents:

[STORY TIME CHILD CARE CENTER FY21 CONTRACT.PDF](#)

- XVIII. Consideration Of FY21 Provider And Program Participation Agreement With University Community Child Care, Effective 7/1/20-6/30/21

University Community Child Care-Child Care-Infants (not to exceed \$9,128.00) \$76.11/full day; Child Care-Infants/*carry over from FY20 funds* (not to exceed 1,451.61) \$76.11/full day; Child Care-Children (not to exceed \$8,207.00) \$61.91/full day; Child Care-Children/*carry over from FY20 funds* (not to exceed \$497.31) \$61.91/full day; Comfort Zone (not to exceed \$769.00) \$492.98/partial day

Department Submitting Board of Supervisors

Documents:

[UNIVERSITY COMMUNITY CHILD CARE FY21 CONTRACT.PDF](#)

- XIX. Consideration Of Resolution #20-108, To Abate Taxes Against Said Mobile Home Moved Without Treasurer's Knowledge

Department Submitting Treasurers Office

Documents:

[RES 108.PDF](#)

- XX. Consideration Of Resolution #20-109, To Abate Taxes Against Said Mobile Home Moved Without Treasurer's Knowledge

Department Submitting Treasurers Office

Documents:

[RES 109.PDF](#)

- XXI. Consideration Of Contract With Ames Economic Development Commission (AEDC) Effective 7/1/2020 For \$40,000 For Workforce Development Consulting Services

Department Submitting Board of Supervisors

Documents:

[WORKFORCE.PDF](#)

- XXII. Consideration Of Contract With Ames Economic Development Commission (AEDC) Effective 7/1/2020 For \$85,000 For Economic Development Consulting Services

Department Submitting Board of Supervisors

Documents:

[ED SERVICES.PDF](#)

XXIII. Consideration Of Road Closure Resolutions: #20-42, #20-43

Department Submitting Engineer

Documents:

[RC 20 42.PDF](#)  
[RC 20 43.PDF](#)

XXIV. Consideration Of Utility Permits: #20-5041, #20-5053

Department Submitting Engineer

Documents:

[UT 20 5041.PDF](#)  
[UT 20 5053.PDF](#)

14. PUBLIC HEARING ITEMS:

15. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Hiring Freeze Exception For Secondary Roads Equipment Operator I Position - Darren Moon And Alissa Wignall

Department Submitting Human Resources

Documents:

[HIRING FREEZE EXEPT REQUEST.PDF](#)

II. Discussion And Consideration Of Hiring Freeze Exception For Animal Control Director Position - Sandra King And Alissa Wignall

Department Submitting Human Resources

Documents:

[AC DIRECTOR EXCEPTION.PDF](#)

III. Discussion And Consideration Of Revision To The ASSET Policies And Procedures – Sandra King

Department Submitting Board of Supervisors

Documents:

[ASSET POLICIES AND PROCEDURES.PDF](#)

- IV. Discussion And Consideration Of Resolution #20-103, Requiring Face Coverings To Be Worn In The Common Areas Of Story County Buildings In Preparation Of Reopening County Buildings To The Public - Lauris Olson

Department Submitting Board of Supervisors

Documents:

[RES 103.PDF](#)

- V. Discussion And Consideration Of Resolution #20-104, Wilson-Stagg Agricultural Subdivision - Marcus Amman

Department Submitting Planning and Development

Documents:

[STAFF REPORT.PDF](#)  
[RESOLUTION 20 104.PDF](#)  
[APPLICATION DOCUMENTS.PDF](#)  
[POWERPOINT.PDF](#)

- VI. Discussion And Consideration Of Workforce Innovations And Opportunities Act, Iowa Regional 11, 28E Agreement For Title 1 Federal Funding Of Programs To Assist Disadvantaged Youth And Displaced And Disadvantaged Adult Workers - Lauris Olson

Department Submitting Board of Supervisors

Documents:

[LWDA11 SHARED LIABILITY AGREEMENT 20200429.PDF](#)  
[SHARED LIABILITY AGREEMENT ACRONYMS AND DEFINITIONS.PDF](#)

- VII. Discussion And Consideration Of Resolution #20-111 Providing For Cooperation With Other Governmental Units In The Creation And Operation Of The Service Delivery Local Workforce Development Area 11 Consortiums

Department Submitting Auditor

Documents:

[RES 20 111 WORKFORCE DEVELOPMENT.PDF](#)

- VIII. Discussion And Consideration Of Extending Deadlines And Waiving Requirements In The Economic Development Process And Policies - Leanne Harter  
Additional Items

Department Submitting Board of Supervisors

Documents:

[PREAPPMTG.PDF](#)

IX. Discussion And Consideration Of Hiring Freeze Exception For IRVM Vegetation Management Aide Seasonal Position - Joe Kooiker And Alissa Wignall

Department Submitting Human Resources

Documents:

[VEG MGMT AIDE.PDF](#)

16. DEPARTMENTAL REPORTS:

17. OTHER REPORTS:

18. UPCOMING AGENDA ITEMS:

19. PUBLIC FORUM #2:

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

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

21. ADJOURNMENT:

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



Keith Morgan, Coordinator

Melissa Spencer, Deputy Coordinator

Board of Supervisors Update

As Of June 17, 2020

**Response:**

COVID-19 has consumed the majority of Emergency Management staff time since our last visit. The Emergency Operations Center (EOC) was open and active from March 18th to April 17<sup>th</sup> with assistance from multiple Story County departments. Community Services and the Recorder's Office coordinated child care and nutrition issues, Planning and Development worked with the Ames Chamber of Commerce and non-profits for recovery issues, and Conservation was responsible for resource management. The ability to coordinate these activities in-person in the EOC was essential to get the response going during a rapidly evolving situation. Support to COVID-19 operations have stabilized at a level that absorb approximately 2/3 of the EMA staff time as we continue to work issues associated with PPE, re-opening of the courts, K-12 schools, and the resumption of ISU classes. Additionally, we are anticipating a resurgence of COVID-19 in the fall and hopefully the dissemination of vaccine that will likely require coordinated between Public Health and Emergency Management to get everyone vaccinated.

Weather has been relative calm so far this severe weather season, only requiring a few activations of the EMA for storm monitoring. The new radio system has made performing storm monitoring activities for the Coordinator much easier. It was noted that the Deputy has had some radio problems when operating from her house. These problems have been forwarded to the appropriate offices and it is anticipated the issue will be resolved with the construction of the permanent system.

On June 1<sup>st</sup>, the EMA assisted the Sheriff's Office in locating protective gear for activities associated civil unrest.

On June 2<sup>nd</sup>, the Story County EMA was contacted by the Division of Criminal Investigation (DCI) with a request to use STAR 1 K9 resources in an ongoing missing person investigation. Elements of STAR 1 did activate and provide assistance that was very beneficial to the investigation.

**Planning:**

Emergency Support Function (ESF) 10/HAZMAT was circulated for review and no comments were received.

ESF 7/Resources is in circulation for comment at this time. Modifications specific to link-ups between the EOC and jurisdictions were made, driven by lessons identified during our response to COVID-19. Two main issues are emphasized in the revision; jurisdictions must have processes to identify in clear terms what resources they need from outside agencies and solid processes to rapidly approve these

**PREVENTION**

**PREPAREDNESS**

**RESPONSE**

**RECOVERY**

**MITIGATION**

Proudly serving the communities of:

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

request at the appropriate level of authority. Also, emphasis was added on jurisdictions having the ability to receive and account for resources during the response and for post-disaster audits.

### **Preparedness:**

#### **Training**

March 11<sup>th</sup> a Storm Spotter Class for 45 people was hosted by Nevada Fire Department.

Melissa attended the Iowa State Association of Counties Conference (ISAC) on March 12<sup>th</sup> and 13<sup>th</sup> March. She participated in sessions with topics that could significantly impact Story County operations. During the session on EMS, innovative concepts for development of partnerships between cities, counties, and volunteer organizations to improve EMS services were discussed for areas with low funding or reduced volunteers. While EMS is not a direct responsibility of either Story County Emergency Management or the Board of Supervisors, it is an issue that bears consideration as it impacts many residents in rural areas and it has been the subject of legislative initiatives the past few years. The briefing presented by Iowa Statewide Interoperable Communications System (ISICS) highlighted that even though Story County has its own radio system, there is considerable work that needs to be done with ISICS to ensure that system users can talk to counties around us and also communicate with resources that may come to assist us. Information Technology was also a topic addressed, and as we've seen during the implementation of the County's Continuity of Operations plan, having robust, redundant, and secure IT is essential to keeping government going during a disaster. Finally, the Coordinator did a presentation on African Swine Fever (ASF) to provide other emergency managers and supervisors information on how to prepare for this foreign animal disease threat that has not gone away while we have been responding to COVID-19.

Melissa provide the emergency management perspective to dispatcher in training at the Iowa Law Enforcement Academy on May 21st.

#### **Exercises**

No exercises

#### **Operations**

The EMA is incrementally integrating into the new radio system. The Coordinator and Deputy received portable radios mid-March which plugged us into the new system at a basic level. With these new radios, it was determined that the current bi-directional antenna that provides radio coverage in the EOC and EMA offices will not need to be replaced. Recently, radios have been installed in the truck and command trailer, and cables to allow on-site bridging of the StoryCOMM radio system to other radios systems will be delivered soon. Finally, the EMA is working with other first responders to determine how the banked maintained by the EMA will be programmed.

There have been difficulties recruiting leadership for the Coalition for Disaster Recovery (CDR). This was hoped to be an organization led and sustained by individuals from the volunteer community to coordinate volunteer organizations' disaster preparation, response, and recovery activities. Unless there is a significant infusion of involvement by volunteer organizations, the CDR will need major restructuring if not elimination. This is an unfortunate trend we see with many volunteer activities.

With approval of the ESFs during the July Commission Meeting, all the statutory requirements for the agency will be met for FY 20.

### **Looking Forward**

The COVID-19 response will not end any time soon. Office resources will continue to monitor changing guidance, conduct planning for anticipated events (courts re-opening, schools re-opening, resurgence of the virus in the fall, elections, and possible vaccination clinics) and develop contingency plans for potential issues.

It would be highly desirable to begin the after action process to do a mid-course correction for COVID-19 operations and to make more comprehensive adjustments to response and EOC operations. It is unknown if public health, a major player in the after action process, will get enough spare capacity to allow this any time soon. Regardless, the EMA will start to capture lessons identified and develop potential corrective actions for internal processes.

Development of processes for maintaining and deploying banked radios will be a priority for the office.

Revision of ESF-4/Firefighting, ESF-9/Search and Rescue, ESF 10/HAZMAT, and ESF 13/Public Safety plans will begin.

Severe weather monitoring will continue.

CDR restructuring will be on-going.

It is hoped we can resume work with Ames to improve connections between their Incident Command Structure and the EOC, leading eventually to a functional exercise to test our ability to rapidly establish command and control during a disaster.

Our office would also like to re-engage with Sheldahl to complete work started on the development of an enhanced Emergency Operations Plan for their community.

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
<u>Department 01 Board Of Supervisors</u>								
Ames Tribune	7860	06/15/2020	2,142.69	Publ. Bos 5/4-5/31/20 publ.	01000	34749		2,142.69
	Vendor Total		2,142.69	*				
Frame Shop Media	7881	06/15/2020	3,700.00	Video Bos remaining balance/Video	01000	STORYC0002		3,700.00
	Vendor Total		3,700.00	*				
Leanne Harter	7888	06/15/2020	125.00	Emp Mlg/Exp Bos APA conf. reimb.	01000			125.00
	Vendor Total		125.00	*				
Marco	7938	06/16/2020	223.33	Rnt Bos usage 5/1-5/31/2020	01000			223.33
	Vendor Total		223.33	*				
VISA	8127	06/17/2020	895.00	Educ. Bos Cont. Ed. Educ. Bos membership	01000	2011		695.00
	Vendor Total		895.00	*	01000	2011		200.00
Windstream Communications	8082	06/17/2020	94.71	Phn Bos 5/7-6/6/20 phone	01000	91124979		94.71
	Vendor Total		94.71	*				
	Department Total		7,180.73	**				
<u>Department 02 Auditor</u>								
Ames Tribune	7860	06/15/2020	2,646.35	Publ. Aud prim. electn publ. 6/2/20	01000	34749		2,646.35
	Vendor Total		2,646.35	*				
Election Officials	8081	06/17/2020	13,279.40	Primary Aud 6/2 Election workers	01000			13,279.40
	Vendor Total		13,279.40	*				
Marco	7938	06/16/2020	367.85	Rnt Aud usage 5/1-5/31/2020	01000			367.85
	Vendor Total		367.85	*				
Office Depot	8011	06/17/2020	64.33	Sup Aud paper Sup Aud dusters	01000	8571659001		63.24
	Vendor Total		64.33	*	01000	8571659001		1.09

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
Pitney Bowes Purchase Power	7962	06/16/2020	5,050.00	Pstg				
				Aud meter refill 5/12/20	01000	8000909009		5,050.00
			5,050.00	*				
Vendor Total			5,050.00					
Wade A Redix	7969	06/16/2020	28.50	Empl Mlg/Exp				
				Aud reimb mileage 6/3/20	01000			28.50
			28.50	*				
Vendor Total			28.50					
SYNCB/Amazon	8071	06/17/2020	2,319.62	Sup				
				Aud supplies	01000	1 021544	8	64.99
				Sup				
				Aud supplies	01000	1 021544	8	240.65
				Sup				
				Aud supplies/COVID	01000	1 021544	8	1,856.98
				Sup				
				Aud supplies	01000	1 021544	8	157.00
			2,319.62	*				
Vendor Total			2,319.62					
USPS	8124	06/17/2020	807.00	Aud postage 6/1-6/14/20	01000			32.85
				Aud postage 6/1-6/14/20	01000			241.35
				Aud postage 6/1-6/14/20	01000			439.00
				Aud postage 6/1-6/14/20	01000			71.00
				Aud postage 6/1-6/14/20	01000			22.80
			807.00	*				
Vendor Total			807.00					
Windstream Communications	8082	06/17/2020	101.47	Phn				
				Aud 5/7-6/6/20 phone	01000	91124979		54.12
				Phn				
				Aud 5/7-6/6/20 phone	01000	91124979		47.35
			101.47	*				
Vendor Total			101.47					
			24,664.52	**				
Department Total			24,664.52					
<u>Department 03 Treasurer</u>								
Iowa State Assoc. of Counties	7901	06/15/2020	225.00	Reg.				
				Trea sprng conf 1/27 rasmusson	01000	31231		112.50
				Reg.				
				Trea sprng conf 1/27 rasmusson	01000	31231		112.50
			225.00	*				
Vendor Total			225.00					
Marco	7938	06/16/2020	276.10	Rnt				
				Trea usage 5/1-5/31/2020	01000			276.10
			276.10	*				
Vendor Total			276.10					
Office Depot	7955	06/16/2020	54.82	Sup				
				Trea office supplies	01000	5016774260		54.82
			54.82	*				
Vendor Total			54.82					
Pitney Bowes Purchase Power	7961	06/16/2020	88.50	Pstg				
				Trea pbs postage 5/10-6/9/20	01000	8000909009		88.50

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		88.50	*				
Postmaster	8016	06/17/2020	50.00	Postage				
				Trea replenish postage due	01000			50.00
	Vendor Total		50.00	*				
State Bank & Trust	7985	06/16/2020	430.33	Fees				
				Trea 2000 Treasurer checks	01000			430.33
	Vendor Total		430.33	*				
Storey-Kenworthy Company	7986	06/16/2020	8.92	Sup				
				Trea disinfecting wipes	01000	806298		8.92
	Vendor Total		8.92	*				
SYNCB/Amazon	8071	06/17/2020	606.44	Sup				
				Trea supplies	01000	1 021544	8	606.44
	Vendor Total		606.44	*				
USPS	8124	06/17/2020	3,480.10	Trea postage 6/1-6/14/20	01000			2,934.35
				Trea postage 6/1-6/14/20	01000			545.75
	Vendor Total		3,480.10	*				
Windstream Communications	8082	06/17/2020	121.76	Phn				
				Trea 5/7-6/6/20 phone	01000	91124979		60.88
				Phn				
				Trea 5/7-6/6/20 phone	01000	91124979		60.88
	Vendor Total		121.76	*				
Department Total			5,341.97	**				
<u>Department 04 County Attorney</u>								
Century Link	7870	06/15/2020	53.67	Phn				
				Atty analog line 6/4-7/3/20	01000	2326405		53.67
	Vendor Total		53.67	*				
Iowa County Attorneys Asoc.	7897	06/15/2020	4,400.00	Dues				
				Atty 15 reg spring conf	01000			4,400.00
	Vendor Total		4,400.00	*				
Iowa Division Investigations	7900	06/15/2020	143.00	Serv				
				Atty serv/fees/JVJV0007816	01000	20-207		143.00
	Vendor Total		143.00	*				
Marco	7938	06/16/2020	602.41	Rnt				
				Atty usage 5/1-5/31/2020	01000			602.41
	Vendor Total		602.41	*				
Office Depot	8014	06/17/2020	413.72	Sup				
				Atty office sup.	01000	35658370		413.72
	Vendor Total		413.72	*				

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
Reserve Account	7971	06/16/2020	504.45	Pstg	01000	35193663		504.45
		Vendor Total	504.45	*				
SYNCB/Amazon	8071	06/17/2020	55.23	Sup	01000	1 021544	8	55.23
		Vendor Total	55.23	*				
Thomson Reuters - West	8051	06/17/2020	305.55	Supplies	01000	842435269		305.55
	8113	06/17/2020	376.29	Supplies	01000	842503246		376.29
		Vendor Total	681.84	*				
Windstream Communications	8082	06/17/2020	155.59	Phn	01000	91124979		155.59
		Vendor Total	155.59	*				
		Department Total	7,009.91	**				
<u>Department 05 Sheriff</u>								
AIA Corporation	8024	06/17/2020	4,556.15	Shrf Riot shields/frieght	01000	MBA2629436		4,556.15
		Vendor Total	4,556.15	*				
Alliant Energy	7912	06/16/2020	50.00	Util.	01000	7287711000		50.00
		Vendor Total	50.00	*				
Allied 100	7913	06/16/2020	12,100.00	Supp	01000	1606855		12,100.00
		Vendor Total	12,100.00	*				
AT&T Mobility	7918	06/16/2020	151.14	Phone	01000	2872958623		151.14
		Vendor Total	151.14	*				
Century Laundry Distributing	7919	06/16/2020	11,476.00	Repairs	01000	25-76709		11,476.00
		Vendor Total	11,476.00	*				
Chase Decals	7920	06/16/2020	100.00	Serv	01000	22296		100.00
		Vendor Total	100.00	*				
Chestnut Ridge Foam Inc.	7921	06/16/2020	1,321.34	Mattress	01000	66536		1,321.34
		Vendor Total	1,321.34	*				
CovertTrack Group, Inc.	8049	06/17/2020	600.00	Mnt	01000	18796		600.00
				Shrf Renew Mapping 7/20-7/2121				

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		600.00	*				
Daves Marine and Sports, Inc	7922	06/16/2020	497.50	Shrf boat tune up	01000	44114		497.50
	Vendor Total		497.50	*				
Leanna J Ellis	7923	06/16/2020	60.18	Empl Mlg/Exp				
				Shrf Reimb exp. 6/5/20	01000			60.18
	Vendor Total		60.18	*				
Fareway Store #426	7924	06/16/2020	2,898.76	Fd/Prov.				
				Shrf prisoner supplies	01000			34.98
				Fd/Prov.				
				Shrf Groceries May 2020	01000			2,863.78
	Vendor Total		2,898.76	*				
Freedom Tire & Auto Center-	7925	06/16/2020	5,344.56	Fls/Mnt				
				Shrf LOF/brakes/tires/maint	01000			5,344.56
	8059	06/17/2020	44.80	Fls/Mnt				
				Shrf LOF	01000	132884		44.80
	Vendor Total		5,389.36	*				
Gall's	7926	06/16/2020	6,677.35	Unfrm/Eqp				
				Shrf uniforms/masks x 1000	01000	1001954997		6,677.35
	8061	06/17/2020	252.00	Unfrm/Eqp				
				Shrf uniform patches	01000	OR15744434		252.00
	Vendor Total		6,929.35	*				
Gookin Ford	7927	06/16/2020	470.55	Eqp/Mnt				
				Shrf Auto Maint.	01000	52812		470.55
	Vendor Total		470.55	*				
Graphic Edge	7928	06/16/2020	958.93	Uniform/Equip				
				Shrf uniforms	01000	49139		958.93
	Vendor Total		958.93	*				
Heuss Printing Inc	7929	06/16/2020	526.90	Sup				
				Shrf Conduct books	01000	138632		332.35
				Sup				
				Shrf vehicle stickers	01000	138647		194.55
	Vendor Total		526.90	*				
Hokel Machine Supply	7930	06/16/2020	669.12	Mnt				
				Shrf recharg/inspect exting.	01000	761159		663.17
				Mnt				
				Shrf recharg/inspect exting.	01000	760809		5.95
	Vendor Total		669.12	*				
Interstate All Battery Center	7932	06/16/2020	71.99	Veh Fls/Mnt				
				Shrf Flashlight	01000	1900303010		71.99
	Vendor Total		71.99	*				
Iowa Dept of Public Safety	8076	06/17/2020	4,134.00	Comm. Srvs				

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
				Shrf term bill Apr-June	01000			4,134.00
	Vendor Total		4,134.00	*				
Iowa Law Enforcement Academy	7931	06/16/2020	875.00	Educ. Shrf jail basic/credits/ x 3	01000	314532		875.00
	Vendor Total		875.00	*				
Iowa Prison Industries	7933	06/16/2020	271.37	Sup Shrf mesh signs	01000	STO202		271.37
	Vendor Total		271.37	*				
Keltek Incorporated	7935	06/16/2020	8,815.00	Equip Shrf siren controllers	01000	33121A		634.29
				Equip Shrf maint/supp/labor	01000	33415		8,180.71
	8091	06/17/2020	12,334.00	Equip Shrf labor/hardware/license	01000	32896A		10,084.00
				Equip Shrf labor/hardware/license	01000	32896A		2,250.00
	Vendor Total		21,149.00	*				
Lester Refrigeration	8098	06/17/2020	3,123.13	Repr. Shrf ice machine/labor	01000	222498-1		3,123.13
	Vendor Total		3,123.13	*				
LOF-Xpress Oil Change	7937	06/16/2020	161.90	Serv Shrf LOF	01000			161.90
	Vendor Total		161.90	*				
Martin Bros. Distributing Co.	7939	06/16/2020	8,216.66	Prov. Shrf groceries	01000	352210		8,216.66
	Vendor Total		8,216.66	*				
Menards	7940	06/16/2020	181.27	Sup Shrf MRAP supplies	01000			30.04
				Sup Shrf dive equip	01000			151.23
	7999	06/17/2020	242.64	Sup Shrf Mrap bldg supplies	01000	27458		242.64
	Vendor Total		423.91	*				
Moody Electric, Inc.	7943	06/16/2020	351.22	Sup Shrf repair conduit	01000	80030		351.22
	Vendor Total		351.22	*				
Nevada Hardware Inc	7947	06/16/2020	24.81	Prts/Sup Shrf range supplies	01000	19806		24.81
	Vendor Total		24.81	*				
City of Nevada	7949	06/16/2020	99.80	Util. Shrf building permit	01000	BP20190135		99.80
	Vendor Total		99.80	*				

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
North Iowa Scuba	7952	06/16/2020	990.00	Fees				
				Shrf dive equip inspect/repair	01000			990.00
	Vendor Total		990.00	*				
Pathology Laboratory	7959	06/16/2020	292.05	Serv.				
				Shrf pre-emp lab work x 9	01000	202005-0		292.05
	Vendor Total		292.05	*				
POS Supply Solutions	7965	06/16/2020	239.95	Supplies				
				Shrf paper	01000	177322		239.95
	Vendor Total		239.95	*				
Praetorian Digital	7966	06/16/2020	5,568.00	Educ.				
				Shrf subcript 7/20-6/21 online	01000	INV2280		5,568.00
	Vendor Total		5,568.00	*				
Pro Hydro-Testing	7968	06/16/2020	317.00	Serv.				
				Shrf Scuba Cylinder inspect	01000	103481		317.00
	Vendor Total		317.00	*				
Reinhart Foodservice	7970	06/16/2020	1,684.16	Prov				
				Shrf food/provisions	01000	4942		1,684.16
	Vendor Total		1,684.16	*				
Reserve Account	7971	06/16/2020	395.80	Pstg				
				Shrf meter postage	01000	35193663		395.80
	Vendor Total		395.80	*				
Sandee's	7973	06/16/2020	1,242.25	Pins				
				Shrf Pins	01000	161618		1,242.25
	Vendor Total		1,242.25	*				
Secretary Of State	7975	06/16/2020	60.00	Dues				
				Shrf notary renewals x 2	01000			60.00
	Vendor Total		60.00	*				
Security Equipment Corporatio	8025	06/17/2020	1,483.44	Supp				
				Shrf peppr spray/fogger/strmrs	01000	INV0006523		1,483.44
	Vendor Total		1,483.44	*				
Security Pro USA	7976	06/16/2020	1,758.00	Eqp.				
				Shrf vests/equip	01000	139310		1,758.00
	Vendor Total		1,758.00	*				
Spartan Armor Systems	7982	06/16/2020	1,349.30	Eqp.				
				Shrf body armor and plate	01000	S9161		1,349.30
	Vendor Total		1,349.30	*				
Stanley Convergent Security	7983	06/16/2020	97,505.00	Jail rprs/eqp				
				Shrf jail controller upgrade	01000	905650997		97,505.00
	7984	06/16/2020	41,475.00	Jail rprs/eqp				
				Shrf installation	01000	905650998		41,475.00

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		138,980.00	*				
Staples	8037	06/17/2020	115.10	Off Supp Shrf office sup.	01000	8058530600		115.10
	Vendor Total		115.10	*				
Story County	7989	06/16/2020	1,889.87	Shrf riot/protests equip	01000			1,889.87
	Vendor Total		1,889.87	*				
Streicher's	8108	06/17/2020	3,254.00	Unfrms/eqp Shrf vest carriers x 11	01000	I1425794		1,914.00
				Unfrms/eqp Shrf pouches: patches	01000	I1425793		1,340.00
	8109	06/17/2020	906.91	Unfrms/eqp Shrf pants/masks/gloves/pouch	01000	11323		906.91
	Vendor Total		4,160.91	*				
Superior Diving Repair, Inc.	8050	06/17/2020	434.00	Serv. Shrf pressurized test/eval.	01000	6295		434.00
	Vendor Total		434.00	*				
SYNCB/Amazon	8071	06/17/2020	1,848.96	Sup Shrf supplies	01000	1 021544 8		1,848.96
	Vendor Total		1,848.96	*				
Constance L Toresdahl	8116	06/17/2020	307.59	Empl Mlg/Exp Shrf Reimb exp 6/4/20	01000			72.20
				Empl Mlg/Exp Shrf Reimb exp 6/4/20	01000			235.39
	Vendor Total		307.59	*				
Unity Point Clinic	8121	06/17/2020	156.00	Med Serv Shrf Pre-empl phys. Sweet	01000	710001626		156.00
	Vendor Total		156.00	*				
University of Iowa	8118	06/17/2020	53,128.73	Serv Shrf inmate medicalcare Hunter	01000			53,128.73
	Vendor Total		53,128.73	*				
Valley West Uniforms	8074	06/17/2020	77.90	Uniforms Shrf uniform/sinclair	01000	685954		77.90
	Vendor Total		77.90	*				
VISA	8127	06/17/2020	301.69	Educ. Shrf Cont Ed.	01000	2728		301.69
	Vendor Total		301.69	*				
Wagler Builders	8055	06/17/2020	10,900.00	Shrf Mrap building	01000			10,900.00
	Vendor Total		10,900.00	*				
Windstream Communications	8082	06/17/2020	595.47	Phn Shrf 5/7-6/6/20 phone	01000	91124979		595.47

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		595.47	*				
	Department Total		315,934.24	**				
<u>Department 07 Recorder</u>								
Iowa County Recorders' Assoc.	7898	06/15/2020	200.00	Dues				
				Rec 20/21 research/educ. dues	01000			200.00
	8070	06/17/2020	100.00	Dues				
				Rec Summer sch. Reg. 10/13-15	01000			100.00
	Vendor Total		300.00	*				
Labels Direct	7911	06/15/2020	168.72	Rec paper/thermal labels	01000	2620/2496		168.72
	Vendor Total		168.72	*				
Marco	7938	06/16/2020	110.98	Rnt				
				Rec usage 5/1-5/31/2020	01000			110.98
	Vendor Total		110.98	*				
Office Depot	7956	06/16/2020	61.75	Sup				
				Rec toner/notepads	01000	4980946330		61.75
	7957	06/16/2020	83.99	Sup				
				Rec paper	01000	5056818120		83.99
	Vendor Total		145.74	*				
SYNCB/Amazon	8071	06/17/2020	60.68	Sup				
				Rec supplies	01000	1 021544 8		60.68
	Vendor Total		60.68	*				
USPS	8124	06/17/2020	117.50	Rec postage 6/1-6/14/20	01000			117.50
	Vendor Total		117.50	*				
Windstream Communications	8082	06/17/2020	60.88	Phn				
				Rec 5/7-6/6/20 phone	01000	91124979		60.88
	Vendor Total		60.88	*				
	Department Total		964.50	**				
<u>Department 08 Animal Control</u>								
A & M Services Inc	7856	06/15/2020	85.56	Rugs/mops				
				Aco laundry service	11000			85.56
	Vendor Total		85.56	*				
Alliant Energy	7858	06/15/2020	1,364.55	Util.				
				Aco 5/5-6/3/20 util	11000	3258780000		1,364.55
	Vendor Total		1,364.55	*				
Brekke's Town & Country Store	7863	06/15/2020	368.64	Sup				
				Aco animal food	11000	48966		343.35



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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
<u>Department 20 County Engineer</u>								
A & M Services Inc	77011	06/25/2020	138.43	Rugs/mops				
				Rugs/mops	20000	1822241		138.43
			138.43	*				
Vendor Total			138.43					
Alliant Energy	77007	06/25/2020	264.59	Util.				
				Gas/Electric	20000			99.31
				Util.				
				Street lights	20000			54.75
				Util.				
				Gas/Electric	20000			110.53
			264.59	*				
Vendor Total			264.59					
Ames Ford Lincoln	77002	06/25/2020	58.71	Mnt				
				Credit	20000	5125156		80.00-
				Mnt				
				Seal	20000	5127237		11.09
				Mnt				
				Seal	20000	5128964		11.09
				Mnt				
				Coil Assembly-ignition	20000	5130353		116.53
			58.71	*				
Vendor Total			58.71					
Ben Franklin Store	77008	06/25/2020	10.98	Supp				
				Vaseline	20000	451512		10.98
			10.98	*				
Vendor Total			10.98					
Bituminous Materials & Supply	76995	06/25/2020	1,313.93	CRS-2	20000	2213226058		435.13
				CRS-2	20000	2213225754		878.80
			1,313.93	*				
Vendor Total			1,313.93					
Black Hills Energy	76992	06/25/2020	21.99	Utility				
				Gas 5/4/20-6/3/20	20000			21.99
			21.99	*				
Vendor Total			21.99					
Justin M Braland	76980	06/25/2020	200.00	Mlg/Exp				
				Clothing Reimb.	20000			38.74
				Mlg/Exp				
				Clothing Reimb.	20000			42.76
				Mlg/Exp				
				Clothing Reimb.	20000			51.32
				Mlg/Exp				
				Screen printing charge	20000			67.18
			200.00	*				
Vendor Total			200.00					
Brown Supply Company Inc.	76988	06/25/2020	48.00	Tile				
				Rodent guard	20000	101939		48.00
			48.00	*				
Vendor Total			48.00					
Dennis C Clatt	76982	06/25/2020	200.00	Empl Mlg/Exp				

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
				Boot Reimb.	20000	4720907		200.00
	Vendor Total		200.00	*				
Consumers Energy	76979	06/25/2020	105.63	Util. Street Lights	20000			105.63
	Vendor Total		105.63	*				
Dan's Auto	76990	06/25/2020	332.00	Veh. Fls/Mnt Tires	20000	20487		332.00
	Vendor Total		332.00	*				
DIAM Pest Control	77003	06/25/2020	60.00	Eqp. Oper. Pest Control	20000	586979		60.00
	Vendor Total		60.00	*				
Dick's Fire Extinguisher Serv	76994	06/25/2020	1,022.14	Eqp. Oper. Annual Fire Ext Insp/maint	20000	22975		1,022.14
	Vendor Total		1,022.14	*				
Christopher J Erickson	76981	06/25/2020	192.59	Empl Mlg/Exp Boot Reimb.	20000	4716512		192.59
	Vendor Total		192.59	*				
ESRI	76978	06/25/2020	900.00	Off. Sup. ArcView renewal 9/4/20-9/3/21	20000			900.00
	Vendor Total		900.00	*				
Jonathan B Fry	76984	06/25/2020	377.85	Unfrms Boot Reimb	20000	6155446		181.85
				Unfrms Clothing Reimb.	20000	7450605		96.28
				Unfrms Clothing Reimb.	20000	3056243		96.28
				Unfrms Screen print	20000	313816		3.44
	Vendor Total		377.85	*				
Heartland Coop	76974	06/25/2020	1,870.69	Equip Oper Tank Diesel - Colo	20000	16331		722.96
				Equip Oper Tank Diesel - Collins	20000	25551		630.73
				Equip Oper Tank Diesel - Collins	20000	25597		517.00
	Vendor Total		1,870.69	*				
Hokel Machine Supply	77001	06/25/2020	124.59	Mnt carb burr/fiber/cable	20000	758817		83.35
				Mnt Turnbuckle	20000	759371		15.76
				Mnt Hose	20000	760073		25.48
	Vendor Total		124.59	*				

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
Iowa Dept of Transportation	77000	06/25/2020	372.98	Eqp/Sup				
				Boots/coveral for patching	20000	61727		145.44
				Eqp/Sup				
				Paper towel/Rags	20000	61727		61.58
				Eqp/Sup				
				Lath	20000	61829		97.80
				Eqp/Sup				
				Sand bag wraps	20000	61849		18.16
				Eqp/Sup				
				Beam machine inspections	20000	61923		50.00
			Vendor Total	372.98 *				
Jerico Services Inc.	76998	06/25/2020	312.00	Dust control				
				Dust Control	20000	81468		312.00
			Vendor Total	312.00 *				
John Deere Financial	76985	06/25/2020	321.43	Sup				
				Seed	20000	4691800		29.99
				Sup				
				Gauge	20000	4705292		11.99
				Sup				
				Gauge	20000	4705292		11.99
				Sup				
				Lime for Dead animal	20000	4706542		2.69
				Sup				
				CB/Antenna	20000	4697931		106.98
				Sup				
				CB	20000	4697931		84.99
				Sup				
				Antenna	20000	4697931		21.99
				Sup				
				Parts for fuel tank placement	20000	4691972		50.81
			Vendor Total	321.43 *				
City of Kelley	76976	06/25/2020	79.02	Bldng				
				Water/Sewer/Storm	20000			79.02
			Vendor Total	79.02 *				
Key Cooperative	76973	06/25/2020	3,973.72	Veh Fls/Mnt				
				Tank Diesel - McCallsburg	20000			754.19
				Veh Fls/Mnt				
				Tank Diesel - McCallsburg	20000			263.09
				Veh Fls/Mnt				
				Tank Diesel - Kelley	20000			2,956.44
			Vendor Total	3,973.72 *				
M-B Companies, Inc.	76989	06/25/2020	762.63	Eqp oper.				
				Replacement brushes	20000	247749		762.63
			Vendor Total	762.63 *				
Manatts Inc.	76996	06/25/2020	381.00	Brdgs/Clvrt				
				290th Street - WO 4847	20000	983996		381.00

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		381.00	*				
Marco	77012	06/25/2020	185.64	Rnt				
				Printer Chrgs 5/1/20-5/31/20	20000	27191562		185.64
	Vendor Total		185.64	*				
Martin Marietta Aggregate	76969	06/25/2020	135,236.44	Rd Mnt				
				1" Clean	20000	28665284		186.03
				Rd Mnt				
				1" Rd Stone	20000	28665286		20,401.60
				Rd Mnt				
				1 1/2" Rd Stone	20000	28665286		1,982.78
				Rd Mnt				
				Class E Rip Rap	20000	28665380		903.14
				Rd Mnt				
				1" Rd Stone	20000	28702073		15,449.42
				Rd Mnt				
				1 1/2" Rd Stone	20000	28702073		303.91
				Rd Mnt				
				Gabion Stone	20000	28702073		133.64
				Rd Mnt				
				Gabion Stone	20000	28702215		244.64
				Rd Mnt				
				1" Clean	20000	28702229		186.21
				Rd Mnt				
				1" Rd Stone	20000	25733018		28,529.68
				Rd Mnt				
				1 1/2" Rd Stone	20000	28733018		302.72
				Rd Mnt				
				Class E Rip Rap	20000	28733094		885.07
				Rd Mnt				
				1 1/2" Rd Stone	20000	28733099		197.21
				Rd Mnt				
				Class E Rip Rap	20000	28733099		236.17
				Rd Mnt				
				1 1/2" Rd Stone	20000	28733102		79.27
				Rd Mnt				
				1" Rd Stone	20000	28760791		10,870.31
				Rd Mnt				
				Class E Rip Rap	20000	28760803		996.01
				Rd Mnt				
				Class E Rip Rap	20000	28760806		657.77
				Rd Mnt				
				1" Rd Stone	20000	28794522		26,384.16
				Rd Mnt				
				1 1/2" Rd Stone	20000	28794522		891.00
				Rd Mnt				
				1" Rd Stone	20000	28831093		3,264.83
				Rd Mnt				
				1 1/2" Rd Stone	20000	28831093		4,223.13
				Rd Mnt				
				1" Rd Stone	20000	28857409		4,020.00

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
				Rd Mnt				
				1 1/2" Rd Stone	20000	28857409		1,189.30
				Rd Mnt				
				Class A	20000	28857425		856.88
				Rd Mnt				
				Class E Rip Rap	20000	28857422		859.39
				Rd Mnt				
				1" Rd Stone	20000	28888304		5,170.38
				Rd Mnt				
				1 1/2" Rd Stone	20000	28888304		107.68
				Rd Mnt				
				Class A	20000	28888333		961.51
				Rd Mnt				
				1/4 W Chip	20000	28926582		567.80
				Rd Mnt				
				1" RD Stone	20000	28926575		2,936.63
				Rd Mnt				
				Class E Rip Rap	20000	28926581		1,258.17
			Vendor Total	135,236.44 *				
Menards	76983	06/25/2020	360.11	Sup				
				Vacuum for Engineer's Building	20000	26748		259.99
				Sup				
				Push brooms	20000	27029		44.98
				Sup				
				RSS 5/16X3 1/8	20000	27053		41.65
				Sup				
				Hexkey Set	20000	25901		13.49
			Vendor Total	360.11 *				
Midland Power Cooperative	77006	06/25/2020	93.02	Util.				
				Street Lights	20000			93.02
			Vendor Total	93.02 *				
Nevada Hardware Inc	76987	06/25/2020	126.48	Prts/Sup				
				Coupler	20000	49219		24.27
				Prts/Sup				
				Eye bolt/dawn	20000	49100		3.40
				Prts/Sup				
				Keys/hardware	20000	48902		12.38
				Prts/Sup				
				Wire rope/stops	20000	48858		7.51
				Prts/Sup				
				shovels for ditch clean crew	20000	48726		34.18
				Prts/Sup				
				Test Plug slip 4"	20000	48673		8.09
				Prts/Sup				
				Test plug/couple flex 4X4	20000	48673		16.18
				Prts/Sup				
				Test Plug slip 4"	20000	48673		8.09
				Prts/Sup				
				Hooks	20000	48719		4.12

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
				Prts/Sup				
				Flints	20000	48921		8.26
	Vendor Total		126.48	*				
Paul J Ogden	76971	06/25/2020	199.92	Empl Mlg/Exp				
				Clothing Reimb.	20000			199.92
	Vendor Total		199.92	*				
P&D Welding Solutions, LLC	76986	06/25/2020	315.00	Serv				
				Repair latch pin on gate	20000	1099		105.00
				Serv				
				Repair latch pin on gate	20000	1099		105.00
				Serv				
				Repair latch pin on gate	20000	1099		105.00
	Vendor Total		315.00	*				
Postmaster	76970	06/25/2020	119.00	postage				
				Postage - 2 rolls forever	20000			110.00
				postage				
				Postage - 3 Sheets additional	20000			9.00
	Vendor Total		119.00	*				
City of Roland	76972	06/25/2020	61.67	Serv				
				Water/Sewer/LF	20000			61.67
	Vendor Total		61.67	*				
Sign Pro	76975	06/25/2020	405.00	Fls/Mnt				
				Equipment Stickers	20000	57906		405.00
	Vendor Total		405.00	*				
Kyle R Springer	76997	06/25/2020	198.00	Empl Mlg/Exp				
				Clothing Reimb.	20000			198.00
	Vendor Total		198.00	*				
Staples Credit Plan	77005	06/25/2020	179.97	Supplies				
				Paper	20000	37462		179.97
	Vendor Total		179.97	*				
Story City Municipal Electric	76993	06/25/2020	47.72	Utility				
				Electrical	20000			47.72
	Vendor Total		47.72	*				
City of Story City	76991	06/25/2020	48.47	Utility				
				Water/sewer/Landfill 4/7-5/8	20000			48.47
	Vendor Total		48.47	*				
Bradley D Tendall	77010	06/25/2020	87.65	Boot Reimb.				
					20000	2569040		87.65
	Vendor Total		87.65	*				
Verizon Wireless	76977	06/25/2020	90.92	data				
				Data 5/5-6/4	20000	9856001084		90.92
	Vendor Total		90.92	*				

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
Vetter Equipment	76999	06/25/2020	180.00	Sup Switch	20000	953702		180.00
	Vendor Total		180.00	*				
Windstream Communications	77009	06/25/2020	81.18	Phn Phone 5/7/20-6/6/20	20000	91124979		67.65
				Phn Phone 5/7/20-6/6/20	20000	91124979		13.53
	Vendor Total		81.18	*				
Ziegler Inc.	77004	06/25/2020	440.56	Eqp Seal/o-ring/Reveiver	20000	501394299		143.78
				Eqp Gas Spr Kit	20000	501394297		100.02
				Eqp Spring Extension	20000	501394298		12.46
				Eqp Filters	20000	501394077		184.30
	Vendor Total		440.56	*				
Department Total			151,901.65	**				
<u>Department 21 Veterans Affairs</u>								
Nicolas R Briseno	7864	06/15/2020	18.00	Empl Mlg/Exp Va 1/8-6/8 reimb. mlg.	01000			18.00
	Vendor Total		18.00	*				
Century Link	7870	06/15/2020	53.66	Phn VA analog line 6/4-7/3/20	01000	2326405		53.66
	Vendor Total		53.66	*				
Heuss Printing Inc	7889	06/15/2020	2,569.88	Sup Va newsletter/postage/spring	01000	138524		2,569.88
	Vendor Total		2,569.88	*				
IACCVSO	8068	06/17/2020	50.00	Educ. Va dues 7/1/2020-6/30/2021	01000			50.00
	Vendor Total		50.00	*				
Laurie LaRue	8069	06/17/2020	375.00	Outreach Va hats/outreach x 50	01000			375.00
	Vendor Total		375.00	*				
Marco	7938	06/16/2020	20.07	Rnt Va usage 5/1-5/31/2020	01000			20.07
	Vendor Total		20.07	*				
Brett D McLain	8102	06/17/2020	72.00	Mlg/Exp Va Reimb mlg/exp 5/1-6/8/20	01000			72.00
	8103	06/17/2020	26.00	Mlg/Exp				

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
				Va reimb mileage 6/9-6/15/20	01000			26.00
	Vendor Total		98.00	*				
Omniform, Inc	8104	06/17/2020	484.05	Sup				
				Va folders x 500	01000	97921		484.05
	Vendor Total		484.05	*				
Patrick O Peakin	7958	06/16/2020	46.00	Empl Mlg/Exp				
				Va reimb mileage 1/8-6/8/20	01000			46.00
	Vendor Total		46.00	*				
Reserve Account	8105	06/17/2020	208.00	Pstg				
				Va postage	01000	33158346		208.00
	Vendor Total		208.00	*				
Amy L Rosenberg	7972	06/16/2020	19.00	Empl Mlg/Exp				
				Va reimb mileage 1/8-6/8/20	01000			19.00
	Vendor Total		19.00	*				
Secretary Of State	8106	06/17/2020	30.00	Dues				
				Va notary renewal McLain	01000			30.00
	Vendor Total		30.00	*				
Luke S Vance	8125	06/17/2020	44.50	Mlg/Exp				
				Va reimb mileage 1/8-6/8/2020	01000			44.50
	Vendor Total		44.50	*				
Monty L Woodward	8133	06/17/2020	15.50	Empl Mlg/Exp				
				Va Reimb mileage 1/8-6/8/20	01000			15.50
	Vendor Total		15.50	*				

Department Total 4,031.66 \*\*

Department 22 Conservation Board

A & M Services Inc	7856	06/15/2020	137.34	Rugs/mops				
				Sccb laundry service	01000			137.34
	Vendor Total		137.34	*				
Alliant Energy	7857	06/15/2020	43.70	Util.				
				Sccb 4/30-5/29/20 util TELC	01000			43.70
	Vendor Total		43.70	*				
Ames Municipal Utilities	7859	06/15/2020	280.28	Util.				
				Sccb 4/22-5/20/20 util.	01000			280.28
	Vendor Total		280.28	*				
Blackburn Manufacturing Co.	8033	06/17/2020	120.27	Rds				
				Sccb marking flags	01000	0622293-IN		120.27
	Vendor Total		120.27	*				

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
Brekke's Town & Country Store	7862	06/15/2020	402.27	Sup				
				Sccb seed/straw bails	01000	48978		307.22
	8034	06/17/2020	1,469.58	Sup				
				Sccb straw bails	01000	48981		87.45
				Sup				
Sccb seed/PRT/Zearing	01000	49005		7.60				
Sccb seed/fertilizer/oat/straw	01000	49013		1,469.58				
Vendor Total			1,871.85	*				
Capital Sanitary Supply	7865	06/15/2020	47.22	Cust. Sup.				
				Sccb custodial sup.	01000			47.22
Vendor Total			47.22	*				
CD Body Shop, Inc	7866	06/15/2020	24,814.00	Supp				
				Sccb replacement docks/HG/3	73000	fb5f5f5c		24,814.00
Vendor Total			24,814.00	*				
Central Iowa Broadband	7867	06/15/2020	1,024.44	Comm Serv				
				Sccb internet/June	01000	488000151		1,024.44
Vendor Total			1,024.44	*				
Century Link	7869	06/15/2020	154.63	Phn				
				Sccb phn/June/lng dist/May	01000	5152326989		154.63
Vendor Total			154.63	*				
Colo Telephone Co.	7874	06/15/2020	75.30	Comm. Srvs.				
				Sccb HGP phn	01000			75.30
Vendor Total			75.30	*				
Conley's Trucking Inc.	8043	06/17/2020	8,701.06	Serv				
				Sccb dirt/rock	01000			2,458.90
				Serv				
				Sccb dirt/rock	73000			5,192.20
				Serv				
Sccb dirt/rock	01000			1,049.96				
Vendor Total			8,701.06	*				
Consumers Energy	8045	06/17/2020	1,028.36	Util.				
				Sccb Util 5/1-6/1/20	01000			1,028.36
Vendor Total			1,028.36	*				
Diamond Vogel Paint Center	8052	06/17/2020	448.78	Rpr/Mnt				
				Sccb paint/stain	01000	20300656		448.78
Vendor Total			448.78	*				
Electric Wholesale Company	7877	06/15/2020	173.25	Prts/Sup				
				Sccb 30 amp outlets/HG cmpgrnd	01000	545160		173.25
Vendor Total			173.25	*				
ESRI	7878	06/15/2020	1,200.00	Off. Sup.				
				Sccb ArcView Mnt 9/20-9/21	01000			1,200.00

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		1,200.00	*				
Gayle Feldotto	7879	06/15/2020	44.00	Refund Sccb refund/camping	68000			44.00
	Vendor Total		44.00	*				
Frohwein Tire Division	8060	06/17/2020	735.34	Veh Fls/Mnt Sccb service call/ tire	01000	4232		735.34
	Vendor Total		735.34	*				
Joseph D Fullerton	7884	06/15/2020	480.00	Serv Sccb 6/8-6/21 cmpgrnd attndnt	01000			480.00
	Vendor Total		480.00	*				
Gall's	7885	06/15/2020	108.20	Unfrm/Eqp Sccb stryke pant/polo/wiemold	01000	15736568		108.20
	Vendor Total		108.20	*				
Golden Valley Hardscapes, LLC	7886	06/15/2020	60.00	Sup Sccb mulch/sleepy hollow	01000	37674		60.00
	Vendor Total		60.00	*				
Ernest L. Gummo, Jr.	7887	06/15/2020	480.00	Serv Sccb 6/8-6/21 cmpgrnd attndnt	01000			480.00
	Vendor Total		480.00	*				
Hall Backhoe and Trenching LL	8063	06/17/2020	9,929.00	Serv Sccb install hydrant/Dakins	01000	4711		4,999.00
				Serv Sccb dirt/rock Peterson Pits	01000	4717		4,930.00
	Vendor Total		9,929.00	*				
Hallett Materials	8064	06/17/2020	2,270.16	Materl Sccb sand HGP	73000	1578892		1,531.44
				Materl Sccb sand HGP	73000	1570941		738.72
	Vendor Total		2,270.16	*				
Heuss Printing Inc	7890	06/15/2020	3,471.88	Sup Sccb totes/magnents/cutlry/bgs	01000	8584/8604		175.00
				Sup Sccb totes/magnents/cutlry/bgs	01000	8584/8604		3,296.88
	Vendor Total		3,471.88	*				
Hobby Lobby Stores	7892	06/15/2020	9.09	Rec'l Srvs Sccb uv spray/display	01000	91999631		9.09
	Vendor Total		9.09	*				
Hokel Machine Supply	7894	06/15/2020	61.00	Mnt Sccb safety glasses	01000	STOBOA		61.00
	Vendor Total		61.00	*				

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
Beau J Hoppe	7895	06/15/2020	171.71	Empl Mlg/Exp				
				Sccb safety boots/reimb.	01000			171.71
	Vendor Total		171.71	*				
Iowa Dept of Public Safety	8072	06/17/2020	1,200.00	Comm. Srvs				
				Sccb online warrants 7/19-6/20	01000			1,200.00
	Vendor Total		1,200.00	*				
Iowa Dept of Natural Resource	7899	06/15/2020	34,355.76	Educ.				
				Sccb HGL rstortn thru 4/29 25%	68000			34,355.76
	Vendor Total		34,355.76	*				
ISU Treasurer's Office	8080	06/17/2020	616.55	Supplies				
				Sccb trail/wayfinding signs	01000	39824		127.44
				Supplies				
				Sccb trail/wayfinding signs	01000	39825		489.11
	Vendor Total		616.55	*				
Jensen Excavating Inc.	7905	06/15/2020	26,480.00	Grnds mnt				
				Sccb stabilztn/2 rck dam/HOINT	01000	7867		26,480.00
	Vendor Total		26,480.00	*				
Jerico Services Inc.	7906	06/15/2020	5,311.00	Snw/Ice Cntrl				
				chloride app/HG/Peterson/Dakin	01000	0081461-IN		5,311.00
	Vendor Total		5,311.00	*				
John Deere Financial	8090	06/17/2020	1,589.33	Sup				
				Sccb supplies/trailer	01000	1111257987		117.78
				Sup				
				Sccb supplies/trailer	01000	1111257987		1,171.45
				Sup				
				Sccb supplies/trailer	01000	1111257987		84.92
				Sup				
				Sccb supplies/trailer	01000	1111257987		139.93
				Sup				
				Sccb supplies/trailer	01000	1111257987		55.98
				Sup				
				Sccb supplies/trailer	01000	1111257987		19.27
	Vendor Total		1,589.33	*				
Key Cooperative	7909	06/15/2020	1,534.14	Veh Fls/Mnt				
				Sccb May fuel	01000	14454		1,534.14
	8096	06/17/2020	5,581.00	Veh Fls/Mnt				
				Sccb fuel contract 2020-2021	01000	14454		5,581.00
	Vendor Total		7,115.14	*				
Marco	7938	06/16/2020	390.81	Rnt				
				Sccb usage 5/1-5/31/2020	01000			390.81
	Vendor Total		390.81	*				
Martin Marietta Aggregate	7997	06/17/2020	13,093.08	Mnt				
				Sccb rock all sites	01000	251058		4,718.16

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
				Mnt				
				Sccb rock all sites	73000	251058		4,411.42
				Mnt				
				Sccb rock all sites	01000	251058		3,963.50
	Vendor Total		13,093.08	*				
Menards	8000	06/17/2020	5,432.01	Sup				
				Sccb supplies	01000			1,526.22
				Sup				
				Sccb supplies	01000			3,326.26
				Sup				
				Sccb supplies	01000			390.80
				Sup				
				Sccb supplies	01000			176.75
				Sup				
				Sccb supplies	01000			11.98
	Vendor Total		5,432.01	*				
Ray Meyers	7941	06/16/2020	224.00	Refund				
				Sccb Reimb reservation	68000			224.00
	Vendor Total		224.00	*				
Midland Power Cooperative	8005	06/17/2020	390.81	Util.				
				Sccb util. 5/1-6/1/20	01000			390.81
	Vendor Total		390.81	*				
Midwest Alarm Services	7942	06/16/2020	1,407.24	Serv				
				Sccb Fire alarm test 7/20-6/21	01000	324050		1,407.24
	Vendor Total		1,407.24	*				
NAPA Auto Parts	7944	06/16/2020	213.92	Veh fls/mnt				
				Sccb parts/supp	01000	42804		213.92
	Vendor Total		213.92	*				
Nevada Hardware Inc	7946	06/16/2020	130.53	Prts/Sup				
				Sccb supplies	01000	19760		25.67
				Prts/Sup				
				Sccb supplies	01000	19760		14.42
				Prts/Sup				
				Sccb supplies	01000	19760		49.46
				Prts/Sup				
				Sccb supplies	01000	19760		40.98
	Vendor Total		130.53	*				
O'Donnell Ace Hardware	7954	06/16/2020	21.38	Supplies				
				Sccb Bulbls McF residence shop	01000	85047		21.38
	Vendor Total		21.38	*				
Pepsi-Cola	8015	06/17/2020	192.45	Rec'l sup				
				Sccb pop/vending mach/HGCmpgnd	01000	97994005		192.45
	Vendor Total		192.45	*				

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
Plastic Recycling	7963	06/16/2020	3,493.44	Supp Sccb signs	01000	0120586-IN		3,493.44
	Vendor Total		3,493.44	*				
Schuling Hitch Company	8023	06/17/2020	540.00	Veh fls/mnt Sccb step tubes	01000	10056165		540.00
	Vendor Total		540.00	*				
Derek J Seward	7977	06/16/2020	158.88	Sccb reimb exp 5/25	01000			158.88
	Vendor Total		158.88	*				
Patrick J Shehan	8027	06/17/2020	80.99	Sccb reimb. boots 6/10	01000			80.99
	Vendor Total		80.99	*				
Sign Pro	7978	06/16/2020	220.00	Fls/Mnt Sccb decals for composter	01000	57918		220.00
	Vendor Total		220.00	*				
SiteOne Landscape Supply, LLC	7979	06/16/2020	1,359.19	Chemicals Sccb tree injection kit	01000	100504365		1,359.19
	Vendor Total		1,359.19	*				
Staples Credit Plan	8036	06/17/2020	55.98	Off Supp Sccb paper	01000	7820376316		55.98
	Vendor Total		55.98	*				
Strauss Security Solutions	8048	06/17/2020	1,252.68	Mnt Sccb brvo hstng/eagl 7/20-6/21	01000	572705		1,252.68
	Vendor Total		1,252.68	*				
SYNCB/Amazon	8071	06/17/2020	1,389.66	Sup Sccb supplies	01000	1 021544 8		312.93
				Sup Sccb supplies	01000	1 021544 8		63.80
				Sup Sccb supplies	01000	1 021544 8		79.98
				Sup Sccb supplies	01000	1 021544 8		77.28
				Sup Sccb supplies	01000	1 021544 8		24.52
				Sup Sccb supplies/COVID	01000	1 021544 8		179.94
				Sup Sccb supplies	01000	1 021544 8		41.06
				Sup Sccb supplies/COVID	01000	1 021544 8		610.15
	Vendor Total		1,389.66	*				
The Trust for Public Land	8117	06/17/2020	11,750.00	Serv Sccb feasib. research partial	73000	4285		11,750.00
	Vendor Total		11,750.00	*				

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
Thomas Bus Sales, Inc	8112	06/17/2020	100.00	Equip Sccb Title fee	01000	13097		100.00
	Vendor Total		100.00	*				
Traffic Safety Store	8073	06/17/2020	1,495.85	Sccb speed bumps/end caps	01000	000738090		1,495.85
	Vendor Total		1,495.85	*				
USI Inc.	8123	06/17/2020	125.78	Envir'l ed sup. Sccb laminating film/shipping	01000	1997860001		125.78
	Vendor Total		125.78	*				
Van Diest Supply Company	8126	06/17/2020	1,921.50	Grnds mnt Sccb chemicals/herbicides	01000	25051000		1,921.50
	Vendor Total		1,921.50	*				
Vetter Equipment	8077	06/17/2020	258.68	Sup Sccb spindle/nuts/bolts	01000	946747		258.68
	Vendor Total		258.68	*				
Waste Management of Ames	8128	06/17/2020	2,894.59	Trash Serv Sccb Garbage May	01000			2,894.59
	Vendor Total		2,894.59	*				
Williamson Electric Inc	8131	06/17/2020	9,900.00	Bldg Maint Sccb install generators x 6	01000	3643		9,900.00
	Vendor Total		9,900.00	*				
City of Zearing	8134	06/17/2020	163.98	Util. Sccb water/waste DakL 4/22-6/1	01000	128700		163.98
	Vendor Total		163.98	*				
Department Total			193,266.07	**				

Department 23 Environmental Health

Matthew D Cory	7992	06/17/2020	45.41	Empl Mlg/Exp EnvHlth reimb. exp. 6/12	01000			45.41
	Vendor Total		45.41	*				
Gary Drabek	7993	06/17/2020	500.00	Well plug EnvHlth plugging well/cistern	01000			500.00
	Vendor Total		500.00	*				
Iowa Dept of Natural Resource	7994	06/17/2020	100.00	Educ. EnvHlth well permit fee/4	01000			100.00
	Vendor Total		100.00	*				
Margaret C Jaynes	7995	06/17/2020	322.49	Empl Mlg/Exp EnvHlth reimb. exp. 6/12	01000			322.49
	Vendor Total		322.49	*				

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
Steve Kaltenheuser	7908	06/15/2020	500.00	Well Plug EnvHlth plugging well/cistern	01000			500.00
	Vendor Total		500.00	*				
Marco	7938	06/16/2020	44.88	Rnt EnvHlth usage 5/1-5/31/2020	01000			44.88
	Vendor Total		44.88	*				
Office Depot	8012	06/17/2020	50.34	Sup EnvHlth office sup.	01000	2629692001		50.34
	8013	06/17/2020	21.07	Sup EnvHlth office sp.	01000	5437049001		21.07
	Vendor Total		71.41	*				
Pitney Bowes Purchase Power	7961	06/16/2020	5.75	Pstg EnbHlt pbs postage 5/10-6/9/20	01000	8000909009		5.75
	Vendor Total		5.75	*				
USPS	8124	06/17/2020	79.40	EnvHlth postage 6/1-6/14/20	01000			79.40
	Vendor Total		79.40	*				
Verizon Wireless	8053	06/17/2020	159.22	Phn EnvHlth 6/8-7/7/20 cell phn	01000	980632125		159.22
	Vendor Total		159.22	*				
WEX Bank	8129	06/17/2020	65.20	Veh fls/mnt EnvHlth Fuel May	01000	65760405		65.20
	Vendor Total		65.20	*				
Windstream Communications	8082	06/17/2020	23.68	Phn EnvHlth 5/7-6/6/20 phone	01000	91124979		23.68
	Vendor Total		23.68	*				
	Department Total		1,917.44	**				
<u>Department 24 I.R.V.M.</u>								
Alliant Energy	7912	06/16/2020	38.38	Util. IrvM Util. range 5/7-6/5/20	11000	7287711000		38.38
	Vendor Total		38.38	*				
Big 8 Tyre Center	8032	06/17/2020	558.76	Equip Rep IRVM tires hydroseeder x 2	11000	81333		558.76
	Vendor Total		558.76	*				
Chitty Garbage Service Inc.	7872	06/15/2020	48.38	Serv IrvM 5/1-5/31/20 bin rent	11000	2913754		48.38
	Vendor Total		48.38	*				
Diversity Farms	8054	06/17/2020	2,272.85	Supp IrvM Prairie seed mix	11000	2572		2,272.85

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		2,272.85	*				
ESRI	7878	06/15/2020	300.00	Off. Sup. Irvm ArcView Mnt 9/20-9/21	11000			300.00
	Vendor Total		300.00	*				
Hokel Machine Supply	7894	06/15/2020	49.26	Mnt Irvm connects/tubing/sleeves	11000	STOBOA		1.24
				Mnt Irvm connects/tubing/sleeves	11000	STOBOA		48.02
	Vendor Total		49.26	*				
John Deere Financial	8090	06/17/2020	470.23	Sup Irvm supplies	11000	1111257987		373.26
				Sup Irvm supplies	11000	1111257987		96.97
	Vendor Total		470.23	*				
Key Cooperative	7909	06/15/2020	673.54	Veh Fls/Mnt Irvm May fuel	11000	12587		673.54
	8096	06/17/2020	302.00	Veh Fls/Mnt Irvm fuel contract 2020-2021	11000	12587		302.00
	Vendor Total		975.54	*				
NAPA Auto Parts	7944	06/16/2020	507.04	Veh fls/mnt Irvm parts/supp	11000	42804		507.04
	Vendor Total		507.04	*				
Nevada Hardware Inc	7946	06/16/2020	28.97	Prts/Sup Sccb supplies	11000	19760		28.97
	Vendor Total		28.97	*				
Van Wall Equipment	8075	06/17/2020	515.40	Prts/Sup Irvm parts/supplies	11000	140931		515.40
	Vendor Total		515.40	*				
Windstream Communications	8082	06/17/2020	13.53	Phn Irvm 5/7-6/6/20 phone	11000	91124979		13.53
	Vendor Total		13.53	*				
	Department Total		5,778.34	**				
<u>Department 25 Community Services</u>								
Jon Banwart	8030	06/17/2020	500.00	Rnt Cser Rent June 2020	01000	GA#279448		500.00
	Vendor Total		500.00	*				
William H. Bass	8031	06/17/2020	440.00	Rnt Cser Rent June 2020	01000	GA#70843		440.00
	Vendor Total		440.00	*				

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
County Relief Utility Account	8047	06/17/2020	513.01	Util. Cser Replenish Util. account	01000			513.01
		Vendor Total	513.01	*				
Iowa Grand Oaks LLC	8079	06/17/2020	425.00	Rent Cser Rent June 2020	01000	GA#114950		425.00
		Vendor Total	425.00	*				
Jennifer D Kerns	8092	06/17/2020	19.25	Mlg/Exp Cser reimb mileage 1/3-6/5/20	01000			19.25
		Vendor Total	19.25	*				
Marco	7938	06/16/2020	38.71	Rnt Cser usage 5/1-5/31/2020	01000			38.71
		Vendor Total	38.71	*				
Reserve Account	8105	06/17/2020	158.00	Pstg Cser postage	01000	33158346		158.00
		Vendor Total	158.00	*				
SYNCB/Amazon	8071	06/17/2020	38.97	Sup Cser supplies	01000	1 021544 8		38.97
		Vendor Total	38.97	*				
Tailwind Ames, LLC	8111	06/17/2020	400.00	Rnt Cser Rent May 2020	01000	GA#275440		400.00
		Vendor Total	400.00	*				
		Department Total	2,532.94	**				
<u>Department 26 Community Life</u>								
Alliant Energy	8026	06/17/2020	160.18	Util. Clp Util. calhoun/duluth	01000			160.18
		Vendor Total	160.18	*				
Key Cooperative	7996	06/17/2020	108.74	Veh Fls/Mnt Clp fuel 5/1-5/31/20	01000	12586		108.74
		Vendor Total	108.74	*				
Menards	7998	06/17/2020	224.18	Sup Clp supplies	01000			224.18
		Vendor Total	224.18	*				
O'Donnell Ace Hardware	7953	06/16/2020	139.98	Supplies Clp herbicide	01000	85051		139.98
		Vendor Total	139.98	*				
Plumb Supply Co.	8018	06/17/2020	7,881.81	Sup Clp water heater/3	01000	200013		7,881.81
		Vendor Total	7,881.81	*				

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
Department Total			8,514.89	**				
<u>Department 50 Human Services Center</u>								
A & M Services Inc	7856	06/15/2020	190.82	Rugs/mops Hsc laundry service	01000			190.82
	Vendor Total		190.82	*				
Capital Sanitary Supply	7865	06/15/2020	664.65	Cust. Sup. Hsc custodial sup.	01000			392.62
				Cust. Sup. Hsc custodial sup.	01000			272.03
	Vendor Total		664.65	*				
Geotech Midwest, Inc.	8062	06/17/2020	1,500.00	Serv Hsc 2Qtr geothermal analysis	01000	6142020		1,500.00
	Vendor Total		1,500.00	*				
Interstate All Battery Center	7896	06/15/2020	68.40	Veh Fls/Mnt Hsc batteries	01000	0303009961		68.40
	Vendor Total		68.40	*				
Iowa Dept of Transportation	8078	06/17/2020	102.62	Eqp/Sup Hsc trash bags	01000	61878		102.62
	Vendor Total		102.62	*				
Key Cooperative	7996	06/17/2020	110.50	Veh Fls/Mnt Hsc fuel 5/1-5/31/20	01000	12586		110.50
	Vendor Total		110.50	*				
Marco	7938	06/16/2020	84.26	Rnt Hsc usage 5/1-5/31/2020	01000			84.26
	Vendor Total		84.26	*				
Menards	7998	06/17/2020	46.62	Sup Hsc supplies	01000			46.62
	Vendor Total		46.62	*				
Midwest Automatic Fire	8006	06/17/2020	205.00	Eqp prts/sup Hsc backflow inspectn	01000	7685		205.00
	Vendor Total		205.00	*				
O'Donnell Ace Hardware	7953	06/16/2020	69.99	Supplies Hsc herbicide	01000	85051		69.99
	Vendor Total		69.99	*				
Staples Credit Plan	8035	06/17/2020	13.33	Off Supp Hsc office sup.	01000	7820175890		13.33
	Vendor Total		13.33	*				
Strauss Security Solutions	8048	06/17/2020	3,113.88	Mnt				

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
				Hsc brvo hstng/eagle 7/20-6/21	01000	572705		3,113.88
			3,113.88	*				
SYNCB/Amazon	8071	06/17/2020	977.49	Sup				
				Hsc supplies	01000	1 021544	8	73.24
				Sup				
				Hsc supplies/COVID	01000	1 021544	8	904.25
			977.49	*				
			7,147.56	**				
<u>Department 51 Facilities Management</u>								
A & M Services Inc	7856	06/15/2020	768.92	Rugs/mops				
				Fmgt laundry service	01000			768.92
			768.92	*				
Capital Sanitary Supply	7865	06/15/2020	474.04	Cust. Sup.				
				Fmgt custodial sup.	01000			81.33
				Cust. Sup.				
				Fmgt custodial sup.	01000			392.71
			474.04	*				
Geotech Midwest, Inc.	8062	06/17/2020	500.00	Serv				
				Fmgt 2Qtr geothermal analysis	01000	6142020		500.00
			500.00	*				
Hokel Machine Supply	7893	06/15/2020	65.57	Mnt				
				Fmgt supplies/v-belt	01000	9311/0263		65.57
			65.57	*				
Iowa Dept of Transportation	8078	06/17/2020	78.91	Eqp/Sup				
				Fmgt trash bags	01000	61878		78.91
			78.91	*				
Key Cooperative	7996	06/17/2020	83.63	Veh Fls/Mnt				
				Fmgt fuel 5/1-5/31/20	01000	12586		83.63
			83.63	*				
Terri C Loneman	8100	06/17/2020	23.50	Emp mlg/exp				
				Fmgt reimb mlg/exp 3/3-6/15	01000			18.00
				Emp mlg/exp				
				Fmgt reimb mlg/exp 3/3-6/15	01000			5.50
			23.50	*				
Marco	7938	06/16/2020	104.06	Rnt				
				Fmgt usage 5/1-5/31/2020	01000			104.06
			104.06	*				
Menards	7998	06/17/2020	9.98	Sup				
				Fmgt supplies	01000			9.98

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		9.98	*				
Nevada Hardware Inc	8008	06/17/2020	90.91	Prts/Sup Fmgt supplies	01000	19800		9.70
				Prts/Sup Fmgt supplies/COVID	01000	19800		81.21
	Vendor Total		90.91	*				
Nevada Lumber Co.	7948	06/16/2020	37.20	Eqp prts/sup. Fmgt lumber	01000	241439		37.20
	Vendor Total		37.20	*				
O'Donnell Ace Hardware	7953	06/16/2020	16.14	Supplies Fmgt sprayers	01000	85051		16.14
	Vendor Total		16.14	*				
Staples Credit Plan	8035	06/17/2020	20.53	Off Supp Fmgt office sup.	01000	7820175890		7.20
				Off Supp Fmgt office sup.	01000	7820175890		13.33
	Vendor Total		20.53	*				
Strauss Security Solutions	8048	06/17/2020	6,141.96	Mnt Fmgt brvo hstng/eagl 7/20-6/21	01000	572705		6,141.96
	Vendor Total		6,141.96	*				
SYNCB/Amazon	8071	06/17/2020	1,759.31	Sup Fmgt supplies	01000	1 021544 8		1,668.58
				Sup Fmgt supplies	01000	1 021544 8		17.50
				Sup Fmgt supplies	01000	1 021544 8		73.23
	Vendor Total		1,759.31	*				
Wild Water Car Wash & Pet Was	8130	06/17/2020	15.00	Veh Fls/Mnt Fmgt vehicle maintenance	01000	8/26/2284		15.00
	Vendor Total		15.00	*				
Windstream Communications	8082	06/17/2020	110.29	Phn Fmgt 5/7-6/6/20 phone	01000	91124979		110.29
	Vendor Total		110.29	*				
	Department Total		10,299.95	**				
<u>Department 52 Information Technology</u>								
Central Iowa Broadband	7867	06/15/2020	1,252.00	Comm Serv IT internet/GIG/June	01000	488000151		1,252.00
	Vendor Total		1,252.00	*				
ESRI	7878	06/15/2020	5,100.00	Off. Sup.				

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
				IT ArcView Mnt 9/20-9/21	01000			5,100.00
	Vendor Total		5,100.00	*				
Marco	7938	06/16/2020	102.62	Rnt				
				IT usage 5/1-5/31/2020	01000			102.62
	Vendor Total		102.62	*				
NENA	7945	06/16/2020	255.00	Educ.				
				IT Subscript 7/1/2020-6/30/2021	01000	300011459		255.00
	Vendor Total		255.00	*				
Newegg.Com	7951	06/16/2020	212.47	Sup				
				IT cables/graphic card	01000	1301794419		212.47
	Vendor Total		212.47	*				
SYNCB/Amazon	8071	06/17/2020	235.39	Sup				
				Jc supplies	01000	1 021544	8	235.39
	Vendor Total		235.39	*				
Windstream Communications	8082	06/17/2020	117.50	Phn				
				IT 5/7-6/6/20 phone	01000	91124979		117.50
	8132	06/17/2020	44.95	Phn				
				IT phone/fax 5/28-6/27/20	01000	091139933		44.95
	Vendor Total		162.45	*				
	Department Total		7,319.93	**				
<u>Department 53 Planning &amp; Development</u>								
Marcus T Amman	7991	06/17/2020	25.66	Empl Mlg/Exp				
				P&D reimb. exp. 6/10	11000			25.66
	Vendor Total		25.66	*				
Freedom Tire & Auto Center-	7882	06/15/2020	412.78	Fls/Mnt				
				P&D LOF/rav4	11000	132393		412.78
	Vendor Total		412.78	*				
Marco	7938	06/16/2020	44.87	Rnt				
				P&D usage 5/1-5/31/2020	11000			44.87
	Vendor Total		44.87	*				
Jerry Moore	8007	06/17/2020	127.18	Empl Mlg/Exp				
				P&D reimb. exp. 6/13	11000			127.18
	Vendor Total		127.18	*				
Office Depot	8009	06/17/2020	34.99	Sup				
				P&D office sup.	11000	5122805001		34.99
	8010	06/17/2020	14.39	Sup				
				P&D office sup.	11000	512382001		14.39
	8013	06/17/2020	21.08	Sup				
				P&D office sp.	11000	5437049001		21.08

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		70.46	*				
Pitney Bowes Purchase Power	7961	06/16/2020	5.75	Pstg	11000	8000909009		5.75
	Vendor Total		5.75	*				
Amelia Q Schoeneman	7974	06/16/2020	8.80	Empl Mlg/Exp	11000			8.80
	8021	06/17/2020	31.02	P&D reimb exp 6/3/20	11000			31.02
	Vendor Total		39.82	*				
Sign Pro	8028	06/17/2020	328.00	Fls/Mnt	11000	29497		328.00
	Vendor Total		328.00	*				
USPS	8124	06/17/2020	30.40	P&D postage 6/1-6/14/20	11000			30.40
	Vendor Total		30.40	*				
VISA	8127	06/17/2020	80.09	Educ.	11000	2706		80.09
	Vendor Total		80.09	*				
WEX Bank	8129	06/17/2020	52.65	Veh fls/mnt	11000	65760405		52.65
	Vendor Total		52.65	*				
Windstream Communications	8082	06/17/2020	30.44	Phn	11000	91124979		30.44
	Vendor Total		30.44	*				
Department Total			1,248.10	**				
<u>Department 54 Justice Center Facilities</u>								
A & M Services Inc	7856	06/15/2020	466.80	Rugs/mops	01000			466.80
	Vendor Total		466.80	Jc laundry service				
	Vendor Total		466.80	*				
Altorfer, Inc.	7990	06/17/2020	5,176.00	Serv	01000	680963		5,176.00
	Vendor Total		5,176.00	Jc serv/inspectn/generator				
	Vendor Total		5,176.00	*				
Capital Sanitary Supply	7865	06/15/2020	1,871.18	Cust. Sup.	01000			1,654.71
	Vendor Total		1,871.18	Jc custodial sup.	01000			216.47
	Vendor Total		1,871.18	*				
Draintech	7876	06/15/2020	225.00	Rprs/Mnt	01000	26489a		225.00
	Vendor Total		225.00	Jc plumbing serv.				

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		225.00	*				
Geotech Midwest, Inc.	8062	06/17/2020	1,000.00	Serv Jc 2Qtr geothermal analysis	01000	6142020		1,000.00
	Vendor Total		1,000.00	*				
Iowa Dept of Transportation	8078	06/17/2020	76.51	Eqp/Sup Jc trash bags	01000	61878		71.31
				Eqp/Sup Jc batteries	01000	61743		5.20
	Vendor Total		76.51	*				
Key Cooperative	7996	06/17/2020	121.90	Veh Fls/Mnt Jc fuel 5/1-5/31/20	01000	12586		121.90
	Vendor Total		121.90	*				
Marco	7938	06/16/2020	74.04	Rnt Jc usage 5/1-5/31/2020	01000			74.04
	Vendor Total		74.04	*				
Nevada Hardware Inc	8008	06/17/2020	163.04	Prts/Sup Jc supplies	01000	19800		15.98
				Prts/Sup Jc supplies/COVID	01000	19800		147.06
	Vendor Total		163.04	*				
Nevada Lumber Co.	7948	06/16/2020	37.40	Eqp prts/sup. Jc lumber	01000	241322/543		37.40
	Vendor Total		37.40	*				
Plumb Supply Co.	8018	06/17/2020	82.46	Sup Jc plumbing supplies	01000	200013		82.46
	Vendor Total		82.46	*				
Reflections Glass & Mirror	8020	06/17/2020	622.64	Rprs/Mnt Jc install glass	01000	20-8120590		622.64
	Vendor Total		622.64	*				
Staples Credit Plan	8035	06/17/2020	13.32	Off Supp Jc office sup.	01000	7820175890		13.32
	Vendor Total		13.32	*				
Strauss Security Solutions	8048	06/17/2020	3,960.84	Mnt Jc brvo hstng/eagle 7/20-6/21	01000	572705		3,960.84
	Vendor Total		3,960.84	*				
SYNCB/Amazon	8071	06/17/2020	740.22	Sup Jc supplies	01000	1 021544 8		499.63
				Sup Jc supplies	01000	1 021544 8		73.23
				Sup Jc supplies	01000	1 021544 8		167.36

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		740.22	*				
United Rentals	8119	06/17/2020	295.00	Equip/rnt/mnt				
				Jc annual maint. scissor lift	01000	182103161		295.00
	Vendor Total		295.00	*				
Windstream Communications	8082	06/17/2020	157.69	Phn				
				Jc 5/7-6/6/20 phone	01000	91124979		157.69
	Vendor Total		157.69	*				
Department Total			15,084.04	**				
<u>Department 59 Dept. Human Services</u>								
Mail Services, LLC	8093	06/17/2020	115.73	Ntcs/Pstg				
				Dhs 5/18-5/22 outgoing mail	01000	1735983		41.99
				Ntcs/Pstg				
				Dhs 5/26-5/29 outgoing mail	01000	1736819		73.74
	Vendor Total		115.73	*				
Secretary Of State	8094	06/17/2020	30.00	Dues				
				Dhs notary/McCloud	01000			30.00
	Vendor Total		30.00	*				
Shred-It-USA	8095	06/17/2020	79.45	Serv				
				Dhs May shredding	01000	8129891519		79.45
	Vendor Total		79.45	*				
Story County Gen Basic	8097	06/17/2020	189.72	Dhs paper				
	Vendor Total		189.72	*				
U.S. Cellular	8099	06/17/2020	563.94	Phn				
				Dhs 5/28-6/27/20 cell phn	01000	376280055		563.94
	Vendor Total		563.94	*				
Xerox Corporation	8101	06/17/2020	379.97	Serv				
				Dhs 4/21-5/21/20 meter	01000	10429536		170.33
				Serv				
				Dhs 4/20-5/21/20 base chrg	01000	10429537		209.64
	Vendor Total		379.97	*				
Department Total			1,358.81	**				

Department 60 Mental Health Administr.

Century Link	7870	06/15/2020	53.67	Phn				
				Mh analog line 6/4-7/3/20	10000	2326405		53.67
	Vendor Total		53.67	*				
Marco	7938	06/16/2020	84.58	Rnt				

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Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
				Mh usage 5/1-5/31/2020	10000			84.58
	Vendor Total		84.58	*				
Reserve Account	8105	06/17/2020	634.00	Pstg				
				Mh postage	10000	33158346		634.00
	Vendor Total		634.00	*				
Story County Gen Basic	8107	06/17/2020	186.56	Mh Distribution 7/1/19-6/8/20	01000			186.56
	Vendor Total		186.56	*				
SYNCB/Amazon	8071	06/17/2020	41.75	Sup				
				Mh supplies	10000	1 021544	8	41.75
	Vendor Total		41.75	*				
	Department Total		1,000.56	**				
<u>Department 61 Juvenile Court Services</u>								
Central Iowa Detention	7868	06/15/2020	2,150.00	Serv				
				Jcs 3/10-4/21 detention/Mannin	01000	332488		2,150.00
	Vendor Total		2,150.00	*				
	Department Total		2,150.00	**				
<u>Department 91 Insurances</u>								
Story County Health Self Ins	8039	06/17/2020	8,284.76	Ins				
				INS June claims	91000			8,284.76
	Vendor Total		8,284.76	*				
	Department Total		8,284.76	**				
<u>Department 92 Dental Insurance</u>								
Story County Self Insurance	8042	06/17/2020	5,556.66	Ins				
				INS June claims	92000			5,556.66
	Vendor Total		5,556.66	*				
	Department Total		5,556.66	**				
<u>Department 99 Countywide Services</u>								
ACCESS	8017	06/17/2020	12,507.00	Serv				
				Cwde Service March 2020	01000			12,507.00
	8022	06/17/2020	6,776.75	Serv				
				Cwde Service April 2020	01000			6,700.50
				Serv				
				Cwde Service April 2020	01000			76.25

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		19,283.75	*				
Ames Christian Supply	7914	06/16/2020	27.98	Prsnr Sup. Cwde Religious Publications	28000	10322		27.98
	Vendor Total		27.98	*				
Ames Foundation	8138	06/18/2020	25,000.00	Econ Dev Cwde miracle league field	01000	6172020		25,000.00
	Vendor Total		25,000.00	*				
Ames Oral Surgeons	7915	06/16/2020	480.00	Serv Cwde Inmate Dental Olson	01000	15447		480.00
	Vendor Total		480.00	*				
Ames Tribune	7916	06/16/2020	24.67	Publ. Cwde Deputy Ad	01000	34670		24.67
	7917	06/16/2020	126.00	Publ. Cwde inmate papers 5/5-5/31/20	28000	0003416		126.00
	Vendor Total		150.67	*				
Applied Art & Technology, LC	8029	06/17/2020	49,395.00	Eqp. Cwde interactive display TELC	32000	AAT5469		49,395.00
	Vendor Total		49,395.00	*				
Boys' and Girls' Club of Ames	7861	06/15/2020	6,240.39	Soc. Adj. Cwde May empl salaries	01000			4,604.78
				Soc. Adj. Cwde May empl salaries	01000			1,635.61
	Vendor Total		6,240.39	*				
City of Cambridge	8038	06/17/2020	3,000.00	Econ. Devel. Cwde Tech Asst sewer system	01000			3,000.00
	Vendor Total		3,000.00	*				
Chitty Garbage Service Inc.	7871	06/15/2020	48.30	Serv Cwde recycling/May	01000			48.30
	Vendor Total		48.30	*				
Clerk of District Court	7873	06/15/2020	85.00	Fees Cwde story co vs joanna mckinn	02000			85.00
	Vendor Total		85.00	*				
City Of Colo	8040	06/17/2020	3,000.00	Util. Cwde Tech Asst CC/Library	01000			3,000.00
	Vendor Total		3,000.00	*				
Devil's Rope Studio	7875	06/15/2020	1,000.00	Suppl Cwdeelk art/loan/TELC	32000	32		1,000.00
	Vendor Total		1,000.00	*				
Emergency Residence Project	8057	06/17/2020	3,737.50	ER Shltr Cwde Service April 2020	01000			3,737.50

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	8058	06/17/2020	8,299.75	ER Shltr				
				Cwde Service May 2020	01000			8,299.75
	Vendor Total		12,037.25	*				
ESRI	7878	06/15/2020	5,550.00	Off. Sup.				
				Cwde ArcView Mnt 9/20-9/21	01000			5,550.00
	Vendor Total		5,550.00	*				
Fareway Store #426	7924	06/16/2020	136.20	Fd/Prov.				
				Cwde Commissary	28000			136.20
	Vendor Total		136.20	*				
FireShapes	7880	06/15/2020	1,000.00	Serv				
				Cwde perspctvs art/lease/TELC	32000	2022		1,000.00
	Vendor Total		1,000.00	*				
Amy Fritz	7883	06/15/2020	178.75	Serv				
				Cwde investigate/Bryant	01000			150.00
				Serv				
				Cwde reimb. mlg.	01000			28.75
	Vendor Total		178.75	*				
Heartland Senior Services	8065	06/17/2020	3,735.81	Serv				
				Cwde Service May 2020	01000			3,735.81
	8066	06/17/2020	10,260.04	Serv				
				Cwde Service June 2020	01000			10,260.04
	Vendor Total		13,995.85	*				
HIRTA Public Transit	7891	06/15/2020	2,033.60	Serv.				
				Cwde May 2020 serv.	01000			2,033.60
	Vendor Total		2,033.60	*				
Howrey Construction LLC	8067	06/17/2020	296,522.46	HOINT				
				Cwde TELC BP3 constr. thur 6/5	32000		6	296,522.46
	Vendor Total		296,522.46	*				
Iowa State Assoc. of Counties	8135	06/17/2020	110.00	Reg.				
				Cwde spring conf reg/Boeck	01000	VMT031566		110.00
	Vendor Total		110.00	*				
Iowa State Medical Examiner	7902	06/15/2020	6,138.00	Autopsy fees				
				Cwde autopsy/tox/Ruther	01000	20-01167-A		2,088.00
				Autopsy fees				
				Cwde autopsy/tox/Fox	01000	20-01623-A		2,025.00
				Autopsy fees				
				Cwde autopsy/tox/Pickhinke	01000	20-01387-A		2,025.00
	7903	06/15/2020	4,113.00	Autopsy fees				
				Cwde autopsy/tox/Lee	01000	20-01350-A		2,088.00
				Autopsy fees				
				Cwde autopsy/tox/Peterson	01000	20-01969-A		2,025.00
	7904	06/15/2020	7,062.00	Autopsy fees				
				Cwde autopsy/tox/Niederklpfer	01000	20-01922-A		2,088.00

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
				Autopsy fees				
				Cwde autopsy/tox/hist/Heideman	01000	20-01347-A		2,886.00
				Autopsy fees				
				Cwde autopsy/tox/Benz	01000	20-022072A		2,088.00
		Vendor Total	17,313.00	*				
Justice Benefits	7907	06/15/2020	2,900.40	Fees				
				Cwde coronavirus ER prof serv	01000	201702986		2,900.40
		Vendor Total	2,900.40	*				
Keltek Incorporated	7934	06/16/2020	14,259.21	Equip				
				Cwde Router/equip/changeover	01000	30435E		14,259.21
	8091	06/17/2020	36,195.63	Equip				
				Cwde car change overs	01000			36,195.63
		Vendor Total	50,454.84	*				
Language Line Services	7936	06/16/2020	29.05	Crt cst				
				Cwde inmate interpretation May	28000	4828944		29.05
		Vendor Total	29.05	*				
Menards	7940	06/16/2020	30.03	Sup				
				Cwde supplies	22000			30.03
	7999	06/17/2020	242.64	Sup				
				Cwde Mrap bldg supplies	22000	27458		242.64
		Vendor Total	272.67	*				
MGMC Home Health & Hospice Sr	8001	06/17/2020	6,410.23	Serv.				
				Cwde April 2020 serv.	01000			6,410.23
	8002	06/17/2020	10,384.68	Serv.				
				Cwde May 2020 serv.	01000			10,384.68
	8003	06/17/2020	15,454.76	Serv.				
				Cwde June 2020 serv/est.	01000			15,454.76
		Vendor Total	32,249.67	*				
Mid-Iowa Community Action	8004	06/17/2020	8,315.67	Serv.				
				Cwde March 2020 serv	01000			8,315.67
		Vendor Total	8,315.67	*				
City of Nevada	7949	06/16/2020	99.80	Util.				
				Cwde building permit	22000	BP20190135		99.80
		Vendor Total	99.80	*				
Newbrough Law Firm LLP	7950	06/16/2020	333.00	Serv.				
				Cwde guardianship GCPR030443	02000	11480		333.00
		Vendor Total	333.00	*				
Newegg.Com	8136	06/17/2020	94.99	Sup				
				Cwde hard drive	01000	1302800235		94.99
		Vendor Total	94.99	*				
Pitney Bowes Global Fin Serv	7960	06/16/2020	176.07	Pstg				
				Cwde rental 3/30-6/29/20	01000	3311299357		176.07

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	Vendor Total		176.07	*				
Polk County Treasurer	7964	06/16/2020	646.54	Serv Cwde ME Inv Fletcher	01000	20-01890		150.00
				Serv Cwde Chief review Fletcher	01000	20-01891		134.77
				Serv Cwde Tox Fletcher	01000	20-01892		177.00
				Serv Cwde Chiefreview/NJA Mansfield	01000	20-01936		184.77
	Vendor Total		646.54	*				
Prairie Rivers of Iowa RC&D	7967	06/16/2020	2,400.00	Serv Cwde water monitoring May	01000	SCWM20.4		2,400.00
	Vendor Total		2,400.00	*				
RDG Planning & Design	8019	06/17/2020	3,000.00	Contract lbr Cwde housing study thru 5/31	01000	36753		3,000.00
	Vendor Total		3,000.00	*				
Sorem Sales Inc.	7981	06/16/2020	42,100.00	Bldngs/eqp. Cwde IRVM building	02000	1600		11,300.00
				Bldngs/eqp. Cwde IRVM building	30000	1600		30,800.00
	Vendor Total		42,100.00	*				
Story County E911	7988	06/16/2020	4,176.31	Serv Cwde 25% reimb 4/26-5/30	01000			4,176.31
	Vendor Total		4,176.31	*				
Story County Medical Center	8041	06/17/2020	88.20	Serv Cwde inmate medicl care/Hunter	01000	6027392700		88.20
	Vendor Total		88.20	*				
Story County 4-H Fair Assoc.	7987	06/16/2020	350.00	4-H fair Cwde trainings FY20	01000			300.00
				4-H fair Cwde safety day training	01000			50.00
	Vendor Total		350.00	*				
Story Time Child Care Center	8044	06/17/2020	2,255.30	Chld care Cwde Feb. 2020 serv.	01000			2,255.30
	8046	06/17/2020	7,284.40	Chld care Cwde March 2020 serv.	01000			7,284.40
	Vendor Total		9,539.70	*				
The Sweet Shoppe of Ames	8110	06/17/2020	1,000.00	Supp Cwde masks x 200	01000			1,000.00
	Vendor Total		1,000.00	*				
SYNCB/Amazon	8071	06/17/2020	2,396.91	Sup Cwde supplies	01000	1 021544 8		92.50

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
				Sup Cwde supplies	28000	1 021544	8	482.64
				Sup Cwde supplies/COVID	01000	1 021544	8	1,821.77
	Vendor Total		2,396.91	*				
Thomson Reuters - West	8114	06/17/2020	1,170.94	Supplies Cwde West info charges May	02000	842417157		1,170.94
	Vendor Total		1,170.94	*				
Thrifty White Pharmacy	8115	06/17/2020	849.17	Meds Cwde inmate meds May 2020	01000	324985		849.17
	Vendor Total		849.17	*				
U.S. Cellular	8137	06/17/2020	12.44	Phn Cwde 6/4-7/3/20 data plan	01000	377178018		12.44
	Vendor Total		12.44	*				
Unity Point Clinic	8120	06/17/2020	84.00	Hlth/sfty Cwde pre-empl drug screen x 2	01000	19352		84.00
	Vendor Total		84.00	*				
University Community Childcar	8122	06/17/2020	1,706.38	Serv. Cwde service June 2020	01000			1,706.38
	Vendor Total		1,706.38	*				
VISA	8127	06/17/2020	377.86	Educ. Shrf court ordered	01000	2728		377.86
	Vendor Total		377.86	*				
Wagler Builders	8055	06/17/2020	10,900.00	Cwde Mrap building	22000			10,900.00
	Vendor Total		10,900.00	*				
Webster County Sheriff	8056	06/17/2020	42.00	Crt Cst Cwde serv/fees PO20-0199	02000	N202001495		42.00
	Vendor Total		42.00	*				
WEX Bank	8129	06/17/2020	20.14	Veh fls/mnt Cwde Fuel May	01000	65760405		20.14
	Vendor Total		20.14	*				
Youth & Shelter Services, Inc	8083	06/17/2020	20,502.43	Serv. Cwde May 20 serv.	01000			20,502.43
	8084	06/17/2020	4,903.31	Serv. Cwde May 2020 serv.	01000			977.68
	8085	06/17/2020	2,092.09	Serv. Cwde May 2020 serv.	01000			3,925.63
	8086	06/17/2020	1,635.66	Serv. Cwde May 20 serv.	01000			2,092.09
	8087	06/17/2020	3,185.68	Serv. Cwde May 20 serv.	01000			1,635.66

Disbursement Date 06/25/2020

Vendor	Claim #	Date	Total Amount	Description	Fund	Invoice#	Line	Amount
	8088	06/17/2020	1,189.24	Cwde Oct 2019 serv. Serv.	01000			3,185.68
				Cwde May 2020 serv.	01000			1,189.24
	Vendor Total		33,508.41	*				
City of Zearing	8089	06/17/2020	1,359.00	Util. Cwde legal fees/sale - city lt	01000			1,359.00
	Vendor Total		1,359.00	*				
Department Total			667,242.36	**				
Report Total			1,528,477.62	***				

The above claims are approved except as indicated for warrants issued 06/25/2020

Claims Disapproved: Total Claims \$ 1,528,477.62

Claim No.	By	Board of Supervisors
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Totals by Department

01	Board Of Supervisors	7,180.73
02	Auditor	24,664.52
03	Treasurer	5,341.97
04	County Attorney	7,009.91
05	Sheriff	315,934.24
07	Recorder	964.50
08	Animal Control	46,054.03
10	Gen.Betterment-40% L.O.	26,692.00
20	County Engineer	151,901.65
21	Veterans Affairs	4,031.66
22	Conservation Board	193,266.07
23	Environmental Health	1,917.44
24	I.R.V.M.	5,778.34
25	Community Services	2,532.94
26	Community Life	8,514.89
50	Human Services Center	7,147.56
51	Facilities Management	10,299.95
52	Information Technology	7,319.93

Date - 6/18/20  
Time - 12:14:00

Story County - Accounting  
Summary of Claims to be Paid by Department

Program - AA31084  
Page - 42

Disbursement Date 06/25/2020

Totals by Department

53	Planning & Development	1,248.10
54	Justice Center Facilities	15,084.04
59	Dept. Human Services	1,358.81
60	Mental Health Administr.	1,000.56
61	Juvenile Court Services	2,150.00
91	Insurances	8,284.76
92	Dental Insurance	5,556.66
99	Countywide Services	667,242.36
	Final Total	1,528,477.62

End of report

Contract 036510

Voucher No. 7

**Iowa Department of Transportation**  
**CONTRACT CONSTRUCTION PROGRESS VOUCHER**

FM-C085(153)--55-85  
 Bridge - New / Replacement  
 STORY COUNTY ENGINEER

DATE LAST VOUCHER 05-20-20 MO. DAY YR.  
 THIS VOUCHER      MO. DAY YR.

Contractor No. 18810 HERBERGER CONSTRUCTION CO INC INDIANOLA, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	ITEM DESCRIPTION	UNIT OF MEASURE	FCT.	RURAL		URBAN	
						PARTICIPATING	NON-PARTICIPATING	PARTICIPATING	NON-PARTICIPATING
0010	0.700	0.700	CLEAR+GRUBB	Acre	410	000	700	000	000
0020	642.800	642.800	EXCAVATION, CL 10, RDWY+BORROW	Cubic Yd	410	000	642800	000	000
0030	30.000	30.000	EXCAVATION, CL 10, CHANNEL	Cubic Yd	410	000	30000	000	000
0040	88.500	88.500	TOPSOIL, STRIP, SALVAGE+SPREAD	Cubic Yd	410	000	88500	000	000
0050	8000.000	8000.000	RMVL OF EXISTING BRIDGE	Lump Sum	430	000	8000000	000	000
0060	86.000	86.000	EXCAVATION, CL 20	Cubic Yd	430	000	86000	000	000
0070	174.000	174.000	STRUCT CONC (BRIDGE)	Cubic Yd	430	000	174000	000	000
0080	45519.000	45519.000	REINFORC STEEL	Pound	430	000	45519000	000	000
0090	182.000	182.000	CONC OPEN RAIL, TL-4	Linr Ft	430	000	182000	000	000

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

Dennis Heiberg the Treasurer  
 for Herberger Const. Co. Inc. (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.  
6-10-20 DATE  
Dennis Heiberg SIGNED CLAIMANT (CONTRACTOR)

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.  
 1. Clayton Wilson PROJECT ENGINEER CERTIFICATION  
 2. DATE      CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL  
 IDOT is not involved in this Farm to Market project.  
 3. DATE      DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL  
 Project records reviewed.  Project records not reviewed. Recommend payment  
 Project approved for payment. based on the project engineers certification.  
 CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

Contract 036510

**Iowa Department of Transportation**  
**CONTRACT CONSTRUCTION PROGRESS VOUCHER**

FM-C085(153) --55-85  
 Bridge - New / Replacement  
 STORY COUNTY ENGINEER

Voucher No. 7

DATE LAST VOUCHER 05-20-20 MO. DAY YR.

THIS VOUCHER      MO. DAY YR.

ITEM NO.	QUANTITY AWARDED	AUTHORIZED QUANTITY	RET. %	DAYS WORKED		ITEM DESCRIPTION	UNIT OF MEASURE	FCT.	RURAL		URBAN	
				LAST VOUCH.	AUTH.				PARTICIPATING	NON-PARTICIPATING	PARTICIPATING	NON-PARTICIPATING
0100	1.000	1.000	3.000	17.0	60.0	TEMPORARY STREAM DIVERSION	Each	420	000	1000	000	000
0110	1515.000	1515.000				PILE, STEEL, HP 10X42	Linr Ft	430	000	1323000	000	000
0120	181.700	181.700				CONC ENCASE STEEL H PILE, HP 10X42(P10 L)	Linr Ft	430	000	181700	000	000
0130	719.200	719.200				ENGINEER FABRIC	Sq Yard	410	000	580030	000	000
0140	561.800	561.800				REVTMENT, CLASS E	Ton	410	000	440990	000	000
0150	4.000	4.000				SAFETY CLOSURE	Each	410	000	4000	000	000
0160	2500.000	2500.000				TRAFFIC CONTROL	Lump Sum	401	000	2500000	000	000
0170	23000.000	23000.000				MOBILIZATION	Lump Sum	401	000	23000000	000	000
0180	170.000	170.000				SILT FENCE-DITCH CHECKS	Linr Ft	448	000	000	000	000

Contractor No. 18810 HERBERGER CONSTRUCTION CO INC INDIANOLA, IA

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

- DATE \_\_\_\_\_ PROJECT ENGINEER CERTIFICATION
- DATE \_\_\_\_\_ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL  
 IDOT is not involved in this Farm to Market project.
- DATE \_\_\_\_\_ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL  
 Project records reviewed.  
 Project approved for payment based on the project engineers certification.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

for Herberger Const. Co. Inc. (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE 6-10-20 SIGNED CLAIMANT (CONTRACTOR)  
Dennis Herberger the Treasurer  
Dennis Herberger





**Story County Road Department**  
**CONTRACT CONSTRUCTION PROGRESS VOUCHER**

**BROS-SWAP-C085(145)-SE-65**

Peterson Contractors Inc.  
 RCB Culvert Replacement  
 2/19/2019  
 300th St. Over Unnamed Creek, Section 13-82-24

**Voucher:**

Date Last Voucher: 11/5/2019  
 Date This Voucher: 4/14/2020

**To Date:**

Last Voucher: 25.00  
 Authorized: 25.00  
 Project Start Date: 10/08/2019  
 Project End Date: 4/07/2020

REF	ITEM	DESCRIPTION	UNIT PRICE	UNIT	CONTRACT		TOTAL THIS CLAIM		PREVIOUSLY ALLOWED		TOTAL ALLOWED	
					QTY.	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
1	2101-0850001	CLEARING AND GRUBBING	\$8,500.000	ACRE	0.700	\$5,950.000	0.000	\$0.00	0.700	\$5,950.00	0.700	\$5,950.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY	\$9,000	CY	589.100	\$5,301.900	0.000	\$0.00	589.100	\$5,301.90	589.100	\$5,301.90
3	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	\$10,000	CY	137.200	\$1,372.000	0.000	\$0.00	137.200	\$1,372.00	137.200	\$1,372.00
4	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SP	\$9,250	CY	152.300	\$1,408.775	0.000	\$0.00	152.300	\$1,408.78	152.300	\$1,408.78
5	2401-6745625	REMOVAL OF EXISTING BRIDGE	\$7,000.000	LS	1.000	\$7,000.000	0.000	\$0.00	1.000	\$7,000.00	1.000	\$7,000.00
6	2402-2720000	EXCAVATION, CLASS 20	\$11,500	CY	204.000	\$2,346.000	0.000	\$0.00	204.000	\$2,346.00	204.000	\$2,346.00
7	2415-2111208	PRECAST CONCRETE BOX CULVERT.	\$1,100.000	LF	125.000	\$137,500.000	0.000	\$0.00	125.000	\$137,500.00	125.000	\$137,500.00
8	2415-2201208	PRECAST CONCRETE BOX CULVERT S	\$14,100.000	EACH	4.000	\$56,400.000	0.000	\$0.00	4.000	\$56,400.00	4.000	\$56,400.00
9	2507-3250005	ENGINEERING FABRIC	\$8,000	SY	90.700	\$725.600	0.000	\$0.00	90.700	\$725.60	90.700	\$725.60
10	2507-6800061	REVETMENT, CLASS E	\$48,250	TON	108.000	\$5,211.000	0.000	\$0.00	104.460	\$5,040.20	104.460	\$5,040.20
11	2507-6875002	REVETMENT, REMOVE AND REPLACE	\$29,000	CY	18.000	\$522.000	0.000	\$0.00	18.000	\$522.00	18.000	\$522.00
12	2518-6910000	SAFETY CLOSURE	\$100,000	EACH	4.000	\$400.000	0.000	\$0.00	4.000	\$400.00	4.000	\$400.00
13	2528-8445110	TRAFFIC CONTROL	\$2,000.000	LS	1.000	\$2,000.000	0.000	\$0.00	1.000	\$2,000.00	1.000	\$2,000.00
14	2533-4980005	MOBILIZATION	\$6,000.000	LS	1.000	\$6,000.000	0.000	\$0.00	1.000	\$6,000.00	1.000	\$6,000.00
15	2602-0000030	SILT FENCE FOR DITCH CHECKS	\$2,500	LF	216.000	\$540.000	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
16	2602-0000101	MAINTENANCE OF SILT FENCE OR S	\$0,500	LF	216.000	\$108.000	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
17	2602-0010010	MOBILIZATIONS, EROSION CONTROL	\$500.000	EACH	1.000	\$500.000	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
18	2602-0010020	MOBILIZATIONS, EMERGENCY EROSI	\$1,000.000	EACH	1.000	\$1,000.000	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
						\$234,285.28		\$0.00		\$232,040.32		\$232,040.32

*[Signature]*  
 Contractor / Peterson Contractors Inc.  
 Date

Recommended:  
*[Signature]*  
 Story County Engineer Darren Moon  
 Date

Subtotal \$232,040.31  
 Less 0.0% retention \$0.00  
 Less Previously Paid (\$225,079.10)  
 Amount due this statement: \$6,961.21

Story County Board of Supervisors

Date

June 3, 2020

Darren Moon, P.E.  
Story County Engineer  
837 N Avenue  
Nevada, IA 50201-1411

Subject: Fiscal Year 2020 Roadway Maintenance Agreement with Story County Board of Supervisors for Roads within Iowa State University

Dear Darren,

Enclosed is a copy of the proposed Fiscal Year 2020 Roadway Maintenance Agreement for routine maintenance on institutional roads within Iowa State University.

This agreement will be effective for the period beginning 7/1/2020 and ending 6/30/2021.

The terms of the agreement are the same as last year.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Roadway Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1039 or [allison.smyth@iowadot.us](mailto:allison.smyth@iowadot.us).

Sincerely,



Allison Smyth  
District 1 Staff Engineer - North Area

cp  
Enclosure  
cc: Tony Gustafson, IA DOT, District 1  
Lance Starbuck, IA DOT, District 1  
File



# Iowa Department of Transportation

## ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Iowa State University  
AGENCY \_\_\_\_\_  
COUNTY Story  
CITY Nevada

This written agreement made and entered into by and between **Story County Board of Supervisors**, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement concerning the following roadway:

Institutional roads at Iowa State University (see attached list of roadways)

### 1. ROUTINE MAINTENANCE

A. Party of the First Part will perform the following routine maintenance:

Winter maintenance such as snow and ice control; Roadside maintenance such as mowing, herbicide application, and maintaining clear channels through and adjoining drainage structures; Pavement maintenance such as patching, joint/crack filling, spot HMA overlays, transverse joint leveling, strip sealing, and edge sealing; Granular surface maintenance of shoulders and roadways such as application and shaping of granular material; Safety appurtenance maintenance such as repair of guardrail and safety grates; Traffic control device maintenance such as replacment of signs and pavement markings;

B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:

Approved DOT policies, design guidance, and adopted national manuals (i.e. - MUTCD).

C. Party of the Second Part will perform the following routine maintenance:

None

### 2. SPECIAL MAINTENANCE

A. Party of the First Part will perform the following special maintenance:

Not applicable

B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:

Not applicable

C. Party of the Second Part will perform the following special maintenance:

Not applicable

### 3. PAYMENT

A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided

however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.

B. Payment for routine maintenance at the rate of \$ 2,000.00 per lane mile per year.

Total lane miles 2.50 at \$ 2,000.00 per lane mile = \$ 5,000.00

C. Payment for special maintenance shall be made as follows:

**4. AGREEMENT TIME PERIOD**

Beginning Date: 7/1/2020

Ending Date: 6/30/2021

- 5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
- 6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- 7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
- 8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

**RECOMMENDED FOR APPROVAL:**

Story County Board of Supervisors  
(AGENCY) (COUNTY) (CITY) (BOARD)

BY \_\_\_\_\_ (DATE)  
TITLE \_\_\_\_\_

**IOWA DEPARTMENT OF TRANSPORTATION**

BY \_\_\_\_\_ (DATE)  
District Engineer

Recommended for approval by:

Darren Moon 6-15-20  
Darren R. Moon, P.E. Date

**IOWA STATE UNIVERSITY**  
OF SCIENCE AND TECHNOLOGY

**Procurement Services**

1340 Administrative Services Building  
2221 Wanda Daley Drive  
Ames, Iowa 50011-1004  
515 294-4860  
FAX 515 294-9606

June 17, 2020

Story County Sheriff's Office  
Story County Courthouse  
Nevada, IA 50201

**SUBJECT: Iowa State University Contract Order Number(s) C0-02843-84**

Iowa State University (ISU) currently maintains the above-mentioned order with Story County Sheriff for law enforcement services to be provided by Story County Officers. This order shall expire on June 30, 2020.

We are requesting that this order be extended for a one-year period from July 1, 2020 through June 30, 2021. A new contract will be sent at a later date.

**Please complete the following:**

- (1) As an authorized representative of the Story County Sheriff's Office our company is offering to extend this contract from July 1, 2020 through June 30, 2021, as per the existing pricing, terms, and conditions.

Yes  No

Current pricing:  
Senior reserve & officers @ \$65.00/hr  
Regular reserve @ \$32.50/hr

- (2) Authorized Representative's signature: \_\_\_\_\_

Typed or printed name: Linda Murken, Chairperson Board of Supervisors

Date: 06/23/2020 Phone No.: (515)382-7200

Email Address: lmurken@storycountyia.gov

Please indicate any changes in your address, company name, etc. Return this letter within approximately 7days to my attention by fax (515)-294-9606, email: [wkfoster@iastate.edu](mailto:wkfoster@iastate.edu) or address shown below.

**Iowa State University  
Purchasing Department  
1340 Administrative Services Building  
Ames, IA 50011**

Sincerely,

Wendy Foster  
Purchasing Agent  
Phone No. 515-294-8806

# EEO Utilization Report

## Organization Information

Name: Story County

City: Nevada

State: IA

Zip: 50201

Type: County/Municipal Law Enforcement

## **Step 1: Introductory Information**

### **Policy Statement:**

It is the policy of Story County to implement equal opportunity to all qualified employees and applicants for employment, without unlawful regard to race, religion, creed, color, sex, age, national origin, sexual orientation (defined as both actual and perceived heterosexuality, homosexuality and bisexuality), gender identity (defined as gender-related identity, regardless of the persons assigned sex at birth), or disability, and positive action shall be taken to ensure the fulfillment of this policy. The obligation includes: hiring, placement, upgrading, transfer, or demotion; recruitment; advertising, or solicitation for employment; treatment during employment; rates of pay or other forms of compensation; selection for training; layoffs or termination.

## **Step 4b: Narrative of Interpretation**

In reviewing the Utilization Analysis Chart, the Human Resources Department for Story County has made the following observations:

Story County is underutilized, meaning showing two or more standard deviations, in White Male Administrative Support (-25%) and Other Female Protective Services: Non-Sworn (-14%).

Story County is committed to having a workforce that reflects the community it serves. The County will continue to examine its recruitment and retention practices giving particular attention to the underutilized categories.

## **Step 5: Objectives and Steps**

### **1. Continue to research and implement best practices that promote the hiring, retention and advancement of employees.**

- a. Story County will continue to offer employee development opportunities to shape a more efficient, competitive and engaged workforce.
- b. Story County will continue to educate employees, supervisors and managers on the prevention of discrimination and harassment.
- c. Story County will continue to educate managers and supervisors on the Americans with Disabilities Act as amended and reasonable accommodations.
- d. Story County will continue to take affirmative steps to attract and retain qualified employees.
- e. Story County will increase its participation in job fairs and other recruitment events, continue to explore non-traditional ways of recruiting applicants, attend symposiums, conference and training opportunities on diversity and inclusion and enhance outreach efforts to attract a diverse group of applicants for open positions within the County.

### **2. To encourage the underrepresented groups to apply for vacancies in the Administrative Support and Protective Services Non-sworn categories.**

- a. Story County will continue to review the composition of the applicant pool for all vacancies in these job categories to determine whether the identified groups of applicants were under-represented. Review of applicant data that is required to be kept under EEO regulations will help the Human Resources Department determine if any steps in the application process have an impact on screening out the under-represented groups.
- b. Story County will increase its presence at career fairs within and outside Story County to recruit individuals in the underutilized categories.
- c. Human Resources will enhance outreach efforts that target the identified groups in these job categories by researching professional organizations and job boards and attempt to identify organizations specifically aimed at the underutilized categories job seekers and advertise or post open positions there.

## **Step 6: Internal Dissemination**

Distribute an electronic copy of the Utilization Report to Department Heads, Elected Officials and Management.

Place the EEO Utilization Report on the employee intranet.

Send an email to all employees stating the EEO Utilization Report is on the employee intranet and a hard copy of the report is available upon request.

## **Step 7: External Dissemination**

Post a copy of the EEO Utilization Report on Story County's website.

Place a hard copy of the EEO Utilization Report with other Story County information for the public.

Continue to include Story County's Equal Opportunity Employer statement on all job posting.

**Utilization Analysis Chart**  
**Relevant Labor Market: Story County, Iowa**

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
<b>Officials/Administrators</b>																
Workforce #/%	18/56%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	13/41%	0/0%	1/3%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	3,255/59%	10/0%	20/0%	0/0%	45/1%	0/0%	4/0%	0/0%	2,030/36%	25/0%	50/1%	0/0%	105/2%	0/0%	15/0%	4/0%
Utilization #/%	-2%	-0%	-0%	0%	-1%	0%	-0%	0%	4%	-0%	2%	0%	-2%	0%	-0%	-0%
<b>Professionals</b>																
Workforce #/%	20/62%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	12/38%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	5,155/41%	125/1%	150/1%	0/0%	935/7%	0/0%	30/0%	15/0%	5,325/42%	145/1%	185/1%	0/0%	540/4%	0/0%	24/0%	35/0%
Utilization #/%	22%	-1%	-1%	0%	-7%	0%	-0%	-0%	-5%	-1%	-1%	0%	-4%	0%	-0%	-0%
<b>Technicians</b>																
Workforce #/%	5/83%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/17%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	990/43%	60/3%	10/0%	0/0%	65/3%	0/0%	15/1%	0/0%	1,065/46%	0/0%	20/1%	4/0%	65/3%	0/0%	0/0%	0/0%
Utilization #/%	40%	-3%	-0%	0%	-3%	0%	-1%	0%	-30%	0%	-1%	-0%	-3%	0%	0%	0%
<b>Protective Services: Sworn-Officials</b>																
Workforce #/%	11/85%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	2/15%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	335/82%	4/1%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	50/12%	0/0%	0/0%	0/0%	0/0%	0/0%	20/5%	0/0%
Utilization #/%	3%	-1%	0%	0%	0%	0%	0%	0%	3%	0%	0%	0%	0%	0%	-5%	0%
<b>Protective Services: Sworn-Patrol Officers</b>																
Workforce #/%	20/95%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/5%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Civilian Labor Force #/%	1,150/49%	70/3%	150/6%	0/0%	95/4%	0/0%	20/1%	15/1%	770/33%	15/1%	25/1%	0/0%	35/1%	0/0%	0/0%	10/0%
Utilization #/%	46%	-3%	-6%	0%	-4%	0%	-1%	-1%	-28%	-1%	-1%	0%	-1%	0%	0%	-0%
<b>Protective Services: Non-sworn</b>																
Workforce #/%	19/54%	0/0%	1/3%	0/0%	0/0%	0/0%	0/0%	0/0%	15/43%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
CLS #/%	65/62%	10/10%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	4/4%	10/10%	0/0%	0/0%	0/0%	0/0%	0/0%	15/14%
Utilization #/%	-8%	-10%	3%	0%	0%	0%	0%	0%	39%	-10%	0%	0%	0%	0%	0%	-14%
<b>Administrative Support</b>																
Workforce #/%	4/6%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	58/88%	2/3%	0/0%	0/0%	2/3%	0/0%	0/0%	0/0%
CLS #/%	3,665/31%	155/1%	35/0%	15/0%	50/0%	0/0%	19/0%	10/0%	7,435/64%	125/1%	80/1%	10/0%	75/1%	0/0%	20/0%	0/0%
Utilization #/%	-25%	-1%	-0%	-0%	-0%	0%	-0%	-0%	24%	2%	-1%	-0%	2%	0%	-0%	0%
<b>Skilled Craft</b>																
Workforce #/%	27/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	3,105/92%	35/1%	35/1%	10/0%	4/0%	0/0%	10/0%	4/0%	185/5%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	8%	-1%	-1%	-0%	-0%	0%	-0%	-0%	-5%	0%	0%	0%	0%	0%	0%	0%
<b>Service/Maintenance</b>																
Workforce #/%	18/64%	0/0%	0/0%	0/0%	1/4%	0/0%	0/0%	0/0%	9/32%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	6,495/49%	395/3%	295/2%	15/0%	335/3%	0/0%	75/1%	35/0%	4,945/37%	310/2%	100/1%	15/0%	100/1%	0/0%	55/0%	45/0%
Utilization #/%	15%	-3%	-2%	-0%	1%	0%	-1%	-0%	-5%	-2%	-1%	-0%	-1%	0%	-0%	-0%

### Significant Underutilization Chart

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
<b>Protective Services: Non-sworn</b>																✓
<b>Administrative Support</b>	✓															

### Law Enforcement Category Rank Chart

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
<b>Park Ranger</b>																
Workforce #/%	3/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
<b>Captain</b>																
Workforce #/%	1/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
<b>Lieutenant</b>																
Workforce #/%	1/50%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/50%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
<b>Sergeant</b>																
Workforce #/%	5/83%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/17%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
<b>Parks Superintendent</b>																
Workforce #/%	1/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
<b>Protective Services: Sworn-Patrol Officers</b>																
Workforce #/%	20/95%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/5%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%

I understand the regulatory obligation under 28 C.F.R. ~ 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEO Utilization Report.

I have reviewed the foregoing EEO Utilization Report and certify the accuracy of the reported workforce data and our organization's employment policies.

---

[signature]

[title]

[date]

## **Story County Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **ACCESS** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

### **SECTION 1 Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

### **SECTION 2 Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5**

#### **Hold Harmless, Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

**SECTION 9**  
**Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

ACCESS  
PO Box 1429  
Ames, IA 50014  
Attention: Tess Cody

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By: ACCESS - Tess Cody

Print Name: \_\_\_\_\_

Print Name: Tess Cody

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: \_\_\_\_\_

Date: 6-10-2020

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Battering Shelter Not to Exceed \$31,389	1 24 Hour Period of Food and Shelter	\$137.00
Domestic Abuse Crisis/Support Not to Exceed \$24,000	1 Staff Hour	\$138.00
Battering – Court Watch Not to Exceed \$2,295	1 Staff Hour	\$138.00
Sexual Abuse/Crisis Support Not to Exceed \$6,100	1 Staff Hour	\$133.00
Education and Awareness Not to Exceed \$1,687	1 Staff Hour	127.00

RECEIVED

JUN 10 2020

Story County  
**Provider and Program Participation Agreement**

STORY COUNTY  
BOARD OF SUPERVISORS

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **ACPC** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1**

**Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2**

**Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5**

#### **Hold Harmless. Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

## **SECTION 9**

### **Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Ames Community Preschool Center (ACPC)  
920 Carroll Ave  
Ames, IA 50010

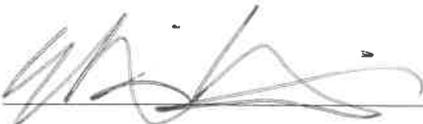
Attention: Elizabeth Miner

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Elizabeth Miner

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: \_\_\_\_\_

Date: 6.8.2020

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Day Care – Children Not to Exceed \$18,283	1 Full Day	\$57.89
Day Care – School Age Not to Exceed \$3,312	1 Partial Day	\$12.44

RECEIVED

JUN 17 2020

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Boys and Girls Club of Story County** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1  
Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2  
Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5**

#### **Hold Harmless, Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

**SECTION 9**  
**Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Boys & Girls Clubs of Story County  
210 South 5th Street  
Ames, IA 50010

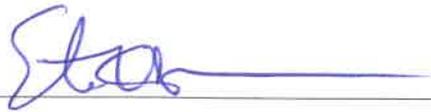
Attention: ERIKA PETERSON

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By: 

Print Name: \_\_\_\_\_

Print Name: ERIKA K PETERSON

Print Title: Story County Board of Supervisors

Print Title: CEO

Date: \_\_\_\_\_

Date: 6/15/2020

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Youth Development/Social Adjustment - Ames Not to Exceed \$20,521	1 Client Contact/Day	\$29.07
Youth Development/Social Adjustment - Nevada Not to Exceed \$4,205	1 Client Contact/Day	\$10.90

RECEIVED

JUN 17 2020

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Center for Creative Justice** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1**

**Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2**

**Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5**

#### **Hold Harmless, Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

**SECTION 9**  
**Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

The Center for Creative Justice  
210 Lynn Ave.  
Ames, IA 50014

Attention: Taylor Schram

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By: Taylor Schram

Print Name: \_\_\_\_\_

Print Name: Taylor Schram

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: \_\_\_\_\_

Date: 6/11/20

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Probation Supervision Not to Exceed \$33,217	1 Client Hour	\$71.36

## **Story County Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **ChildServe** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

### **SECTION 1 Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

### **SECTION 2 Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5**

#### **Hold Harmless, Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

**SECTION 9**  
**Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Kate Reynolds

Print Title: Story County Board of Supervisors

Print Title: Ames Area Director

Date: \_\_\_\_\_

Date: 6.11.20

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Care – Children Not to Exceed \$4,500	1 Full Day	\$44.80
Child Care – Infants Not to Exceed \$5,000	1 Full Day	\$57.13

## **Story County Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Iowa Able Foundation** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

### **SECTION 1**

#### **Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

### **SECTION 2**

#### **Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5**

#### **Hold Harmless, Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

**SECTION 9**  
**Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Anna J. Magnusson

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: \_\_\_\_\_

Date: 6/5/2020

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Budget Credit Counseling Not to Exceed \$625	1 Client Contact	\$84.56

RECEIVED

JUN 18 2020

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Legal Aid Society of Story County** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1  
Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2  
Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5**

#### **Hold Harmless. Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

## **SECTION 9**

### **Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Legal Aid Society of Story County  
937 10th Street, Suite 100  
Nebraska IA 50001

Attention: Carin M. Forbes

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By: Carin M. Forbes

Print Name: \_\_\_\_\_

Print Name: Carin M. Forbes

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: \_\_\_\_\_

Date: 6/17/2020

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Legal Aid – Civil Not to Exceed \$96,200	1 Staff Hour	\$86.93
Legal Aid – Civil <u>Local Option</u> Not to Exceed \$6,611	1 Staff Hour	\$86.93

## **Story County Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Lutheran Services in Iowa** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

### **SECTION 1 Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

### **SECTION 2 Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5**

#### **Hold Harmless, Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

**SECTION 9**  
**Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By: Dana VanRoekel

Print Name: \_\_\_\_\_

Print Name: Dana VanRoekel

Print Title: Story County Board of Supervisors

Print Title: CFO

Date: \_\_\_\_\_

Date: 6-9-20

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Crisis Child Care Not to Exceed \$3,000	1 Contact	\$765.83



**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Volunteer Center of Story County** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1  
Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2  
Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3** **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4** **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5** **Hold Harmless. Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

## **SECTION 9**

### **Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Volunteer Center of Story Co  
110 Crystal St  
Ames IA 50010  
515-268-5323  
Attention: Anne Owens

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By: Anne M Owens

Print Name: \_\_\_\_\_

Print Name: Anne M Owens

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: \_\_\_\_\_

Date: 6-11-2020

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Volunteer Management Not to Exceed \$1,812.00	1 Volunteer Hour	\$25.28
Advocacy for Social Dev/Youth Engagement \$\$1,020.00	1 Staff Hour	\$32.67

RECEIVED

JUN 10 2020

STORY COUNTY  
BOARD OF SUPERVISORS

## Story County Provider and Program Participation Agreement

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Heartland Senior Services** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

### **SECTION 1**

#### **Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

### **SECTION 2**

#### **Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5**

#### **Hold Harmless. Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

**SECTION 9**  
**Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By: N. Carroll

Print Name: \_\_\_\_\_

Print Name: Nancy Carroll

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: \_\_\_\_\_

Date: June 5, 2020

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Senior Food Program Not to Exceed \$1,715	1 Client Contact	\$10.10
Adult Day Center Not to Exceed \$19,190	1 Client Day	\$82.62
Home Delivered Meals Not to Exceed \$31,625	1 Meal	\$8.29
Home Delivered Meals – under 60 Not to Exceed \$1,230	1 Meal	\$8.74
Service Coordination/Outreach Not to Exceed \$48,080	1 Client Hour	\$81.39
Adult Day Center <u>Local Option</u> Not to Exceed \$254	1 Client Day	\$82.62
Mobile Meals <u>Local Option</u> Not to Exceed \$600	1 Meal	\$8.29
Service Coordination <u>Local Option</u> Not to Exceed \$740	1 Client Hour	\$81.39

RECEIVED

JUN 10 2020

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Raising Readers** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1  
Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2  
Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5**

#### **Hold Harmless. Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

**SECTION 9**  
**Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By: Lisa Reeves

Print Name: \_\_\_\_\_

Print Name: Lisa Reeves

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: \_\_\_\_\_

Date: 6/8/2020

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Advocacy of Social Development Not to Exceed \$4,492.00	1 Staff Hour	\$9.55
Family Dev/Education Thrive by Five Not to Exceed \$4,980.00	1 Client Hour	\$10.39
Family Dev/Out of School Learning Not to Exceed \$5,717.00	1 Partial Day (3 Hours)	\$107.88

## **Story County Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Story Time Child Care Center** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

### **SECTION 1 Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

### **SECTION 2 Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Story County and Provider.** The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

### **SECTION 5**

#### **Hold Harmless. Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

**Section 6.2 Reports from State Authority or Agency.** The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

**Section 6.3 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.4 Equal Opportunity Employer.** Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

**Section 7.2 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by Story County.** Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

**Section 7.4 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

## **SECTION 9**

### **Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By: Jayne Underhill

Print Name: \_\_\_\_\_

Print Name: Jayne Underhill

Print Title: Story County Board of Supervisors

Print Title: Director

Date: \_\_\_\_\_

Date: 6-10-20

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Care – Children Not to Exceed \$44,572.00	1 Full Day	\$26.11
<b>Carry Over From FY20 Funds</b> Not to Exceed \$13,376.10	1 Full Day	\$26.11
Child Care – Infant Not to Exceed \$920.00	1 Full Day	\$2.80

RECEIVED

JUN 10 2020

STORY COUNTY  
BOARD OF SUPERVISORS

## Story County Provider and Program Participation Agreement

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **University Community Child Care** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

### **SECTION 1**

#### **Definitions**

**Co-payment:** The amount which may be charged to Story County Individual at the time services are rendered.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

### **SECTION 2**

#### **Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

#### **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

**Section 3.2 Claims Payment.** Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

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information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

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**Section 7.5 Information to Story County Individuals.** Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

**Section 7.6 Nonrenewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

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### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

**SECTION 9**  
**Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

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**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Story County.** Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Notices to Story County.** Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

*This Agreement has been executed by the parties hereto, through their duly authorized officials.*

**COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By: Stacy Lehman

Print Name: \_\_\_\_\_

Print Name: Stacy Lehman

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: \_\_\_\_\_

Date: 6.8.2020

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2021**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Care-Infants Not to Exceed \$9,128.00	1 Full Day	\$76.11
Child Care-Infants Carry Over FY20 Funds Not to Exceed \$1,451.61	1 Full Day	\$76.11
Child Care-Children Not to Exceed \$8,207.00	1 Full Day	\$61.91
Child Care-Children Carry Over FY20 Funds Not to Exceed \$497.31	1 Full Day	\$61.91
Comfort Zone Not to Exceed \$769.00	1 Partial Day	\$492.98



**BOARD OF SUPERVISORS RESOLUTION #20-109  
RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOME**

**WHEREAS**, the following mobile home was located at 843 W 190<sup>th</sup> St Lot 35, Ames, Iowa, a/k/a Homestead Colony, in Ames, Iowa; and,

**WHEREAS**, said mobile home was abandoned and removed from the park without the Treasurer’s knowledge; and,

**WHEREAS**, said mobile home has an outstanding county tax sale and delinquent taxes in the amount of \$2162; and,

**WHEREAS**, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile home; and,

**NOW, THEREFORE BE IT RESOLVED**, that all delinquent taxes on the following mobile home are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile home:

Anthony Theodore Booton                      VIN #476703196                      Title #85AB32210

**APPROVED** this 23<sup>rd</sup> day of June, 2020.

\_\_\_\_\_  
Chairperson, Board of Supervisors

Attest:

\_\_\_\_\_  
County Auditor

ROLL CALL	Lauris Olson	Yea ___	Nay ___	Absent ___
FOR ALLOWANCE	Lisa Heddens	Yea ___	Nay ___	Absent ___
	Linda Murken	Yea ___	Nay ___	Absent ___

ALLOWED BY VOTE  
OF BOARD                      Yea \_\_\_ Nay \_\_\_ Absent \_\_\_

\_\_\_\_\_  
CHAIRPERSON                      Above tabulation made by \_\_\_\_\_

## **CONTRACT FOR WORKFORCE DEVELOPMENT SERVICES**

**THIS AGREEMENT**, made and entered into the 1st day of July, 2020, by and between **STORY COUNTY, IOWA**, an Iowa Municipal Corporation whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "County") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called "the AEDC") whose mailing address and telephone number is 304 Main Street, Ames, Iowa 50010, telephone 515-232-2310.

### **WITNESSETH THAT:**

**WHEREAS**, the County desires to purchase certain services from said organization in lieu of hiring additional permanent staff and expending additional County funds to accomplish these services.

**NOW, THEREFORE**, the parties hereto have agreed and do agree as follows:

#### **I**

### **PURPOSE AND INTENT**

The purpose of this Agreement is to procure for the County and its citizens assistance in developing and promoting workforce development strategies, including the project management of the Home Base Iowa initiative as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the County for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

#### **II**

### **SCOPE OF SERVICES**

A. In consideration for the payment of \$40,000 in accordance with Section III, the AEDC shall provide the following services to the County and its citizens during the term of this agreement the AEDC agrees to:

- 1) Report quarterly to the Story County Board of Supervisors on related activities. Reports will include explanations of why specific activities and programs are undertaken and likely beneficiaries. In addition, the AEDC will keep the Supervisors, individually and/or collectively up-to-date on specific efforts and projects as requested.
- 2) Identify target targeted workforce for specific priorities and programs;
- 3) Identify workforce education and training objectives;
- 4) Construct linkages with the private sector, including those businesses and companies located in unincorporated Story County;
- 5) Design and implement a relevant workforce education and training strategy strategies;
- 6) Coordinate and work cooperatively with other work force initiatives and/or programs supported or funded by the BOS when requested.
- 7) Conduct ongoing monitoring and evaluation;
- 8) Maintain database of inquiries into the Home Base Iowa initiative;
- 9) Design marketing materials for Home Base Iowa initiative and actively market said program through variety of ways, including, but not limited to, written campaigns, social media, and print media; and
- 10) The main person responsible for performing or coordinating fulfillment of the scope of services will not engage in any local, state or federal lobbying activities on behalf of the Ames Economic Development Commission and the Ames Chamber of Commerce, and/or their affiliates.

**III**  
**METHOD OF PAYMENT**

- A. Payment for services will be made by County according to the following schedule:
  - July 31, 2020 - \$15,000
  - October 1, 2020 - \$15,000
  - January 1, 2021 - \$10,000
- B. On or before June 30, 2021, the AEDC will provide electronically, itemization of costs incurred. AEDC will make available all receipts if requested by the County.
- C. The maximum total amount payable by the County under this agreement is \$40,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

**IV**  
**FINANCIAL ACCOUNTING AND ADMINISTRATION**

- A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.
- B. Monies disbursed to AEDC by the County will be deposited by AEDC in an account under the AEDC's name, with a bank located in Story County, Iowa. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.
- C. All costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the County or its authorized representative without notice and upon request by the County.
- D. All records shall be maintained in accordance with procedures and requirements as established by the Story County Auditor, and the Story County Auditor may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the AEDC for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the County.
- E. Unless otherwise required by applicable laws, AEDC shall allow the County access to all books and records for purposes of auditing or reviewing AEDC's claims, upon request by the County.
- F. AEDC's failure to provide access pursuant to this section (the entirety of Section IV as contained herein) shall constitute a material breach of the Contract for Economic Development Services.

**V**  
**DURATION**

- A. This Agreement shall be in full force and effect from and after July 1, 2020, until June 30, 2021.
- B. EXTENSION. If mutually agreeable to County and AEDC, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30 day's prior written notice.

**VI  
REQUIREMENTS**

AEDC hereby agrees to perform all duties in accordance with all state and federal laws and regulations. AEDC assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

**VII  
ASSIGNMENT**

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

**VIII  
APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts. This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

**IX  
INDEPENDENT CONTRACTOR**

It is understood that AEDC is an independent professional contractor and that AEDC will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the AEDC or the work efforts of the AEDC be under the supervision or control of the County, although AEDC agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that AEDC, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

**X  
INSURANCE AND TAXES**

AEDC is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. AEDC is also responsible for payment of State and Federal taxes, and any other applicable tax. AEDC is not eligible for any benefits the County may provide for its employees.

**XI  
CONFIDENTIALITY**

AEDC agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

**IN WITNESS WHEREOF** the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

**STORY COUNTY, IOWA**

**ATTEST:**

BY  
Chairperson, Story County Board of Supervisors

Story County Auditor

DATE

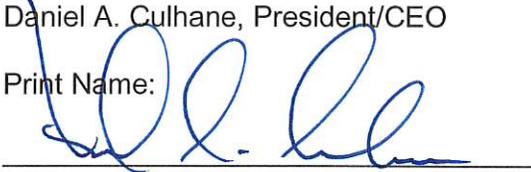
DATE

**AMES ECONOMIC DEVELOPMENT COMMISSION**

BY  
Daniel A. Culhane, President/CEO

DATE

Print Name:



4/17/2020

Daniel A. Culhane

## CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

**THIS AGREEMENT**, made and entered into the 1st day of July, 2020, by and between **STORY COUNTY, IOWA**, an Iowa Municipal Corporation whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "County") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called "the AEDC") whose mailing address and telephone number is 304 Main Street, Ames, Iowa 50010, telephone 515-232-2310.

### WITNESSETH THAT:

**WHEREAS**, the County desires to purchase certain services from said organization in lieu of hiring additional permanent staff and expending additional County funds to accomplish these services;

**NOW, THEREFORE**, the parties hereto have agreed and do agree as follows:

#### I

### PURPOSE AND INTENT

The purpose of this Agreement is to procure for the County and its citizens in the unincorporated areas of Story County and those communities with 2010 *US Census* population of less than 2,000 persons wholly located in Story County ("Story County and communities") certain economic development-related services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the County for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

#### II

### SCOPE OF SERVICES

A. In consideration for the payment of \$85,000 in accordance with Section III, the AEDC shall provide the following economic development related services to the County and its citizens in the unincorporated areas of Story County and those communities with 2010 *US Census* population of less than 2,000 persons wholly located in Story County ("Story County and communities") during the term of this agreement:

- 1) The AEDC will serve as the lead contact for business representatives hoping to locate in or to expand in Story County and communities. In this capacity the President of the AEDC will respond to information requests, coordinate the completion and submittal of state and local incentive applications, and show available industrial and commercial sites to prospects.
- 2) The AEDC will change the title of their main representative providing these scope of services to eliminate any confusion or potential confusion that this position is employed by Story County and/or has any employment relationship, management responsibilities or independent decision-making authority related to his or her assigned tasks and obligations under this contract.
- 3) The AEDC will visit annually with all major companies to identify challenges and opportunities facing businesses in Story County and communities.

- 4) The AEDC will serve as the primary marketing entity for business recruitment to highlight Story County and communities.
- 5) The AEDC will deploy an aggressive marketing campaign that will focus on targeted industries such as ag-biotechnology and advanced manufacturing businesses that do not overtax our infrastructure.
- 6) The AEDC will assess, update and implement the economic development recommendations of Story County and communities' Comprehensive Plan(s). The AEDC will educate management, staff and elected officials on market trends affecting Story County and communities' economic condition(s) and provide guidance on policies necessary to improve economic conditions.
- 7) The AEDC will assist communities as needed with key community development and infrastructure initiatives that support or enhance economic development opportunities, providing resources for information to communities for federal, state and local funding programs, and provide information and guidance for new and existing businesses in obtaining financial incentives, if applicable.
- 8) The AEDC will actively pursue new retail, industrial, and commercial businesses to occupy vacant or underutilized properties within Story County and communities.
- 9) The AEDC will develop a database of key contacts for major commercial and industrial companies suitable for recruitment to Story County and communities.
- 10) The AEDC will serve as a liaison for Story County and communities to local businesses to support their retention and to encourage their expansion within Story County and communities.
- 11) The AEDC will develop and maintain a comprehensive database of commercial and industrial properties within Story County and communities available for development or reuse. Story County will receive a current copy of the aforementioned database in a standard format two-weeks before the termination of this contract.
- 12) The AEDC will develop and distribute hardcopy marketing materials and collaborate with Story County and communities' IT professionals for electronic version marketing materials.
- 13) The AEDC will maintain information regarding grants, loans and incentives for business development with Story County and communities.
- 14) The AEDC will report quarterly to the Story County Board of Supervisors on related activities beginning in July 2020.

B. Quarterly reports, written reports and/or Power Point presentations and supporting documentation are due by Thursday, 1 pm, prior to the regularly scheduled Tuesday Board of Supervisors meeting at which an oral report or presentation is to be made.

Reports will include explanations of why specific activities and programs are undertaken plus who is likely to directly benefit and estimations or projections of the immediate to two-year economic impacts.

In addition, the AEDC will keep the Supervisors, individually and/or collectively up-to-date on specific efforts and projects as requested.

AEDC will recognize the Story County Board of Supervisors' intent to take a lead role in facilitating housing rehabilitation and new housing construction for residents in the low to average-income ranges in Story County.

AEDC will provide support and assistance on housing issues, cooperating with any organizational or leadership efforts the Board of Supervisors undertakes and coordinating with any housing initiatives, it may implement.

The primary representative of AEDC responsible for performing or coordinating the fulfillment of the scope of services will not engage in any local, state or federal lobbying activities on behalf of the Ames Economic Development Commission and the Ames Chamber of Commerce, and/or their affiliates.

**III  
METHOD OF PAYMENT**

- A. Payment for services will be made by County according to the following schedule:
- |                 |          |
|-----------------|----------|
| July 1, 2020    | \$25,000 |
| October 1, 2020 | \$20,000 |
| January 1, 2021 | \$20,000 |
| April 1, 2021   | \$20,000 |
- B. On or before June 30, 2020, the AEDC will provide electronically, itemization of costs incurred. AEDC will make available all receipts if requested by the County.
- C. The maximum total amount payable by the County under this agreement is \$85,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

**IV  
FINANCIAL ACCOUNTING AND ADMINISTRATION**

- A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.
- B. Monies disbursed to AEDC by the County will be deposited by AEDC in an account under the AEDC's name, with a bank located in Story County, Iowa. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.
- C. All costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the County or its authorized representative without notice and upon request by the County.
- D. All records shall be maintained in accordance with procedures and requirements as established by the Story County Auditor, and the Story County Auditor may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the AEDC for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the County.
- E. Unless otherwise required by applicable laws, AEDC shall allow the County access to all books and records for purposes of auditing or reviewing AEDC's claims, upon request by the County.
- F. AEDC's failure to provide access pursuant to this section (the entirety of Section IV as contained herein) shall constitute a material breach of the Contract for Economic Development Services.

**V  
DURATION**

- A. This Agreement shall be in full force and effect from and after July 1, 2020, until June 30, 2021.
- B. **EXTENSION.** If mutually agreeable to County and AEDC, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30 day's prior written notice.

**VI  
REQUIREMENTS**

AEDC hereby agrees to perform all duties in accordance with all state and federal laws and regulations. AEDC assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

**VII  
ASSIGNMENT**

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

**VIII  
APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts. This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

**IX  
INDEPENDENT CONTRACTOR**

It is understood that AEDC is an independent professional contractor and that AEDC will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the AEDC or the work efforts of the AEDC be under the supervision or control of the County, although AEDC agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that AEDC, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

**X  
INSURANCE AND TAXES**

AEDC is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. AEDC is also responsible for payment of State and Federal taxes, and any other applicable tax. AEDC is not eligible for any benefits the County may provide for its employees.

**XI  
CONFIDENTIALITY**

AEDC agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

**IN WITNESS WHEREOF** the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

**STORY COUNTY, IOWA**

**ATTEST:**

BY \_\_\_\_\_

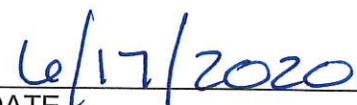
\_\_\_\_\_

DATE \_\_\_\_\_

DATE

**AMES ECONOMIC DEVELOPMENT COMMISSION**

BY   
\_\_\_\_\_  
Daniel A. Culhane, President/CEO

  
\_\_\_\_\_  
DATE

Print Name:

  
\_\_\_\_\_  
Daniel A. Culhane

Closure No. 20-42

Date June 16, 2020

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Railroad Repair in section 15 & 22 Richland Twp on

E29 (190th St) is closed between 650th Ave and 660th Ave

\_\_\_\_\_  
Chair, Board of Supervisors

Attest: \_\_\_\_\_  
County Auditor

ROLL CALL	Lauris Olson	Yea	___	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	___	Nay	___	Absent	___
	Linda Murken	Yea	___	Nay	___	Absent	___

ALLOWED BY VOTE OF THE BOARD	Yea	___	Nay	___	Absent	___
---------------------------------	-----	-----	-----	-----	--------	-----

\_\_\_\_\_  
CHAIRPERSON

Above tabulation made by \_\_\_\_\_

Closure No. 20-43

Date June 18, 2020

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 25 & 26 Lincoln Twp on

730th Ave is closed between 150th St. and 140th St.

\_\_\_\_\_  
Chair, Board of Supervisors

Attest: \_\_\_\_\_  
County Auditor

ROLL CALL	Lauris Olson	Yea	___	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	___	Nay	___	Absent	___
	Linda Murken	Yea	___	Nay	___	Absent	___

ALLOWED BY VOTE OF THE BOARD	Yea	___	Nay	___	Absent	___
---------------------------------	-----	-----	-----	-----	--------	-----

\_\_\_\_\_  
CHAIRPERSON

Above tabulation made by \_\_\_\_\_

## STORY COUNTY UTILITY PERMIT

Date 6/16/20

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route North Dayton, from West ROW Line to East ROW Line, a distance of Ave. 125 L.F. miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional boring from West ROW line to East ROW line under North Dayton Avenue, in Section 13, Franklin Township to Section 18, Milford Township, installing a 4" PVC water main a distance of 5 feet deep. See attached Plan Sheet.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench. *LINE MUST BE ENCASED.*

Date 6-12-2020

Iowa Regional Utilities Association  
Name of Company (Applicant - Permittee)

*Gayla E. Hannagan*  
by Gayla E. Hannagan, Phone no. 641-792-7011  
Permit Manager

Recommended for Approval:

Date 6-15-20

*James*  
County Engineer Phone no. 515-382-7355

Approved:

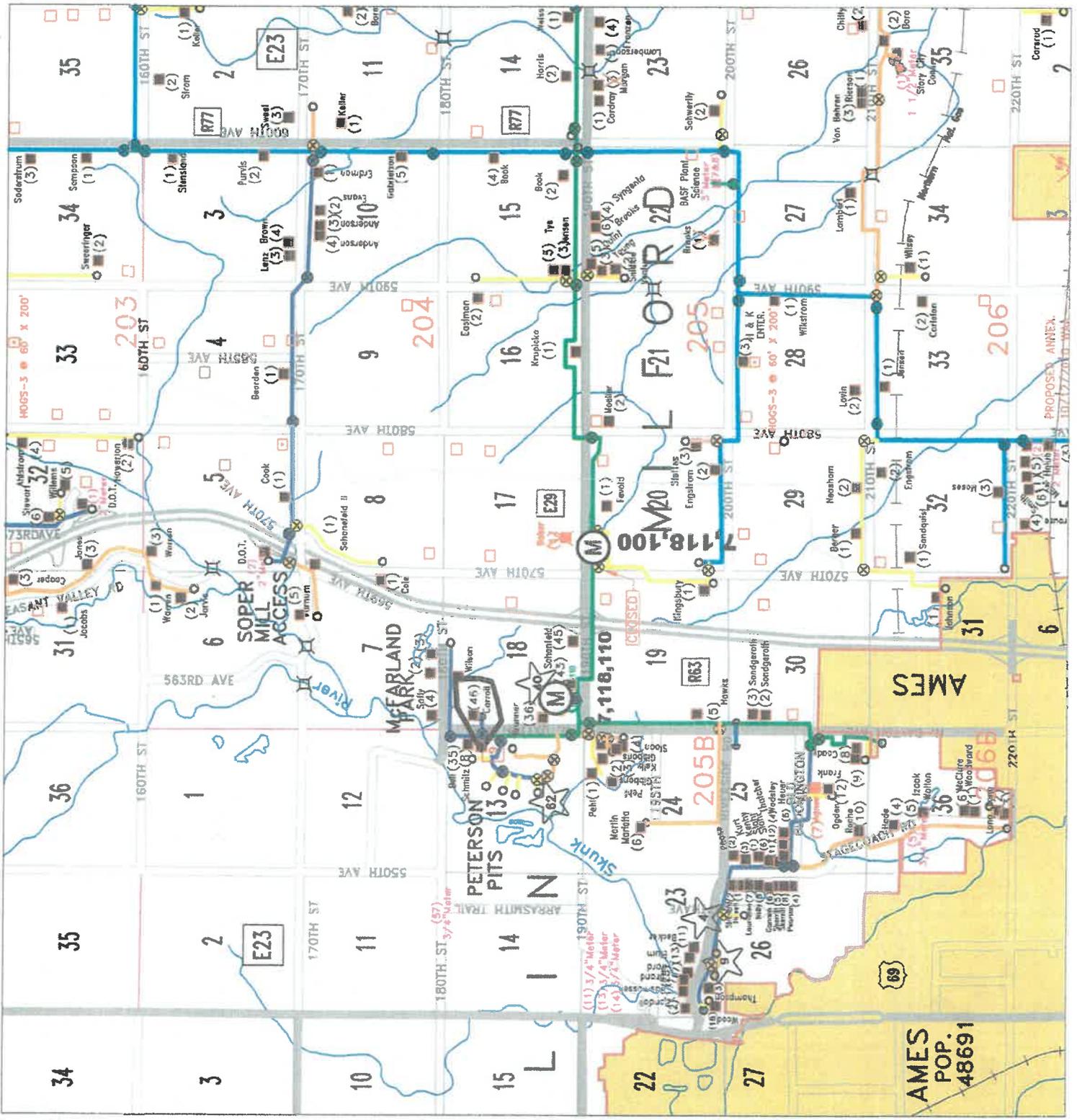
Date \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Supervisors  
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.

### LEGEND

	INTERSTATE HIGHWAY
	DIVIDED HIGHWAY
	NON-DIVIDED HIGHWAY
	PAVED COUNTY ROAD
	UNIMPROVED COUNTY ROAD
	GRAVEL COUNTY ROAD
	COUNTY BOUNDARY
	CORPORATE LIMIT LINE
	TOWNSHIP LINE
	SECTION LINE
	CENTERLINE ELEVATION MARK
	PROPOSED/UTILITY ELEVATION MARK
	SEWER
	WATER METER
	AIR RELEASE
	END OF LINE CLEARCUT
	HYDRANT
	GATE VALVE
	PERSONAL CONDUIT
	PERSONAL CONDUIT
	CONDUIT DEVELOPMENT
	CONDUIT
	LANDSCAPE
	ADJACENT PROPERTY
	SINGLE SECTOR
	DOUBLE CONDUCTOR
	CONDUIT CONDUCTOR
	4" WATER MAIN
	6" WATER MAIN
	8" WATER MAIN
	10" WATER MAIN
	12" WATER MAIN
	14" WATER MAIN
	16" WATER MAIN
	18" WATER MAIN
	20" WATER MAIN
	3" SEWER MAIN
	SECTION CONTAINING SEWER MAIN
	DOT CONSTRUCTION





## STORY COUNTY UTILITY PERMIT

Date 6/18/20

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 680th Ave., from West ROW Line to East ROW Line, a distance of 140 L.F. ~~miles~~.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:  
Directional boring from West ROW Line to East ROW Line under 680th Avenue, in Section 12, Richland Township, to Section 7, Sherman Township, installing a 3" PVC water main a distance of 5 feet deep.  
See attached Plan Sheet.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

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Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 6-18-2020

Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)

Gayla E. Hannagan  
by Gayla E. Hannagan, Phone no. 641-792-7011  
Permit Manager

Recommended for Approval:

Date 6-18-20

Dan M...  
County Engineer Phone no. 515-382-7355

Approved:

Date \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Supervisors  
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



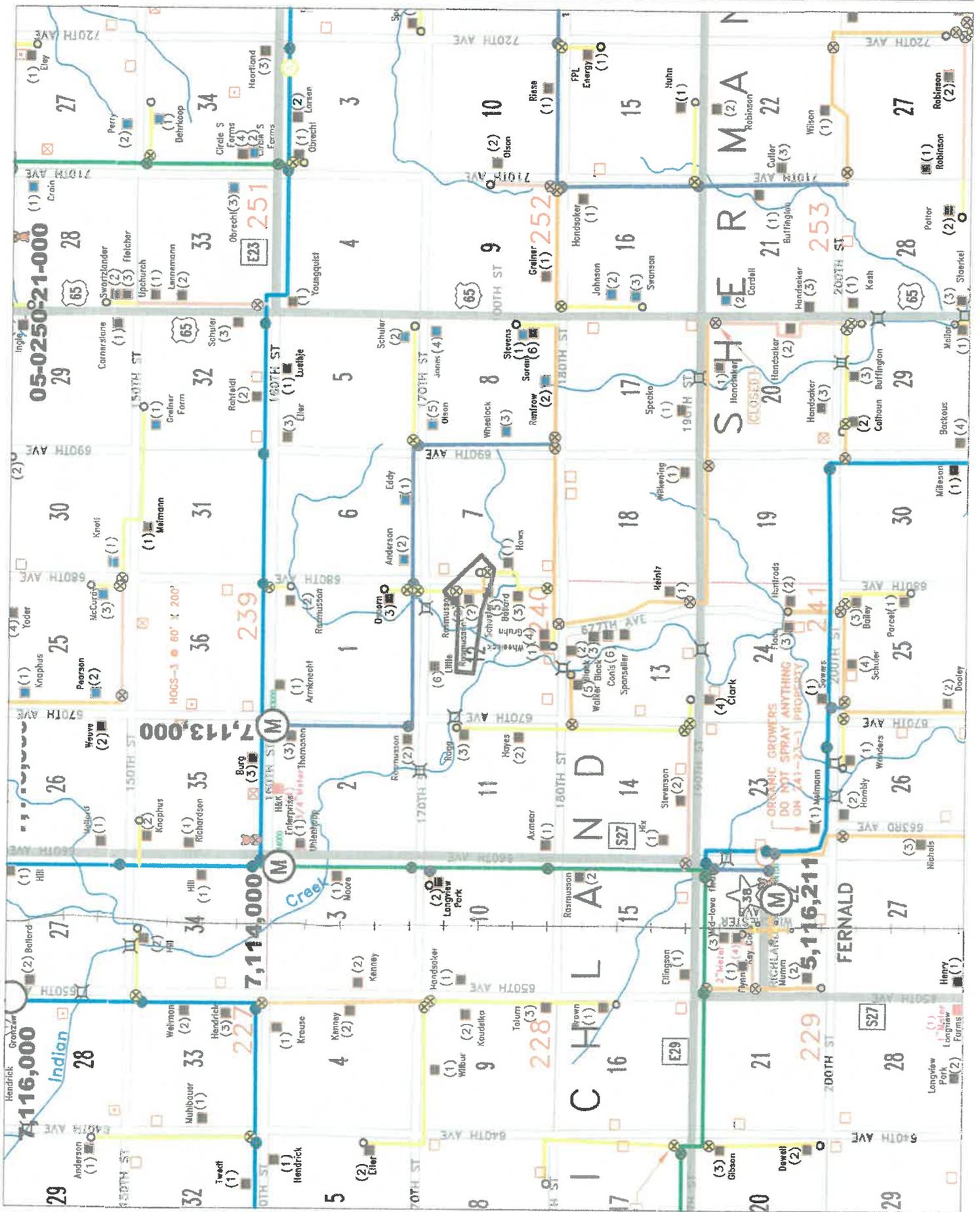
# STORY COUNTY

IOWA REGIONAL UTILITIES ASSOCIATION  
1351 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8254  
(641) 792-7011

DRAWN BY  
CLO  
4/2/2020

REVISED BY  
CLO

THIS MAP IS  
BASED ON  
DATA FROM  
STORY COUNTY  
HIGHWAY MAPS  
SHEET  
L-65  
PARTIAL





## Hiring Freeze Exemption Request

Position Title: Equipment Operator I Date Submitted: 6-23-20

Division/Department: Secondary Roads Preferred Start Date: Aug. 1st 2020

Requestor: Darren Moon Board Approval: \_\_\_\_\_

---

What job function will this position serve?

Entry level truck driver position. This position has been vacant since April. This position supports a construction crew in the summer and has a snow plow route in the winter. Functions: Dirt hauling, mowing, tile repairs, pavement patching, traffic flagging.

Why do you consider this position to be essential?

Road maintenance is essential and is a core function of county government. This employee will also be needed to cover a snow plow route this winter and since this is an entry level position, we will need to train the employee before winter begins.

What are the consequences if this position is not filled?

We recently learned that we will have at least three road employees out on medical leave for a number of weeks starting in July. This will have an impact on our three main summer maintenance crews. Each crew generally has only one or two workers to assist the crew leader with hauling dirt and assisting with road repairs. Without this additional employee, we may have to suspend one of the crews.

Is it possible for the job responsibilities to be performed by other staff?

No, we will already have to decrease our level of service with the other employees being on leave so services will only be decreased further if we do not fill this position. We also have fewer summer staff than normal this year to help out.

What are the funding sources for this position?

Secondary Road Fund and funding for this position was already budgeted.

How will the department/office manage its work if this position is not authorized?

We will need to decrease our level of service.

## Hiring Freeze Exemption Request

Position Title: Animal Control Director Date Submitted: 6/23/20

Division/Department: External Operations Preferred Start Date: 9/14/20

Requestor: Sandra King Board Approval: \_\_\_\_\_

---

What job function will this position serve?

The employee in the position will serve as the Animal Control Director, shelter manager, animal control officer, and staff supervisor.

Why do you consider this position to be essential?

See attached.

What are the consequences if this position is not filled?

If the position is not filled, the County will not have an individual in the role with the requisite unique skill handling shelter management and leadership. Although there are competent professionals on staff who might have an interest in stepping into the role, the position cannot be filled unless an exception is granted.

Is it possible for the job responsibilities to be performed by other staff?

It is likely possible for other staff to perform the duties of Animal Control Director, which includes animal control officer duties (on call and off). Additionally, staff at the shelter have already expressed concern about being understaffed. Therefore, if the position remains open for an extended period of time with adding an additional employee, staff will be overloaded.

What are the funding sources for this position? +

The position is funded through the rural fund and is budgeted for FY21.

How will the department/office manage its work if this position is not authorized?

If the position is not authorized, it will be a challenge for the department to work without an onsite department director/shelter manager/animal control director. Instead of just having one role to fill, staff would need to absorb three additional roles.

**Hiring Freeze Form cont'd**

**Animal Control Director Position**

**Date Submitted:** 6/23/20

**Submitted by** Sandra King, Director of External Operations and County Services

**Why the position is considered essential:**

The current Animal Control Director is retiring on 7/24/20. Story County has benefited from over two decades of Sue McCaskey's leadership in animal sheltering and control. We are disappointed to see Sue go and wish her well.

The Animal Control Director is a department head position and is identified as essential in the County's Continuation of Operations Plan/Continuity of Government (COOP/COG) Plan. Because it is a position that requires a unique skill set, it should not remain open indefinitely. Filling it will allow the County to continue the level of animal control and sheltering services that Story County residents have come to expect.

# ASSET

## POLICIES & PROCEDURES

July ~~2019~~2020

[www.storycountyasset.org](http://www.storycountyasset.org)

**Sponsoring Organizations:**

City of Ames  
Story County  
~~Central Iowa Community Services~~  
United Way of Story County  
ISU Student Government

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## POLICIES AND PROCEDURES FOR ASSET

By agreement among sponsoring organizations (Funders), a team shall be authorized by all sponsors but separate from any sponsor. The name of this process is "Analysis of Social Services Evaluation Team" or "ASSET."

### I. PURPOSE

- A. To promote coordination of human services planning and funding among the sponsoring organizations.
- B. To assess the human services needs in Story County and evaluate the capabilities of agencies to provide the programs that meet those needs.
- C. To provide funding recommendations to the governing bodies of the sponsoring organizations.

### II. SPONSORING ORGANIZATIONS

- A. Ames City Council (City)
- B. Story County Board of Supervisors (County)
- ~~C. Central Iowa Community Services Mental Health/Disability Services Region (CICS)~~
- CD. United Way of Story County (UWSC)
- DE. ISU Student Government

### III. TEAM STRUCTURE

- A. The City, County, UWSC, and ISU Student Government shall each appoint ~~five~~ six (6) volunteers as voting members of the team (Volunteers). ~~and CICS shall appoint three (3) volunteers to serve as voting members of the team (Volunteers).~~
- B. The City, County, ~~CICS,~~ UWSC, and ISU Student Government shall each appoint one staff person. The staff appointees shall be non-voting board members for the purpose of ASSET business (Staff).
- ~~C. One Agency Representative (AR) may be selected by the Human Services Council, from ASSET-funded agencies, to serve as a non-voting member of ASSET.~~
- CD. The Administrative Assistant shall be a contract position paid jointly by the Funders through a 28E Agreement and shall be a non-voting participant.

#### IV. TERMINATION

A Sponsoring Organization may withdraw its participation in the Intergovernmental/ Agency Agreement to Fund Administrative Services for the ASSET Process on written notice to the other Sponsoring Organizations. Written notice shall be given no later than July 1 of any given year and termination will be effective June 30 of the following year. A shorter notice period may be granted upon agreement of the other Sponsoring Organizations though date of termination shall remain June 30 of the given fiscal year. Each Sponsoring Organizations shall remain liable for its pro rata share of expenses until withdrawal takes effect.

Upon withdrawal of a Sponsoring Organization, the remaining Sponsoring Organizations shall be responsible for equally contributing to the contract to fund the yearly expense for administrative services. A new or amended intergovernmental/agency funding agreement shall be filed with the Iowa Secretary of State as soon as is practicable upon the withdrawal of any Sponsoring Organization.

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#### V. TENURE OF MEMBERS

- A. The terms of Volunteers shall be three (3) years. ASSET recognizes that ISU Student Government appointees may not be able to serve three-year terms. ~~The AR's shall serve for three years.~~
- B. The terms of Staff shall be continuous until terminated by the appointing Funder.
- C. An un-expired term of a Volunteer shall be filled by the Funder that appointed that Volunteer.
- D. No Volunteer may serve more than two (2) consecutive full terms, except the Past Chair, Chair or Chair Elect may serve longer in order to fulfill the duties of their offices.
- E. If a Volunteer is appointed to fill the remainder of an unexpired term, the newly appointed Volunteer is eligible to serve a maximum of seven consecutive years unless conditions delineated in paragraph D above apply.
- F. If a Volunteer accumulates three consecutive unexcused absences in any one ASSET year (April through March), or otherwise fails to fulfill ~~his/her~~their responsibilities, the Volunteers may, by a simple majority vote of quorum, request that a Funder appoint a replacement Volunteer. An unexcused absence is defined as when a Volunteer does not notify an Administrative Team member, or the Administrative Assistant about being absent. Notifying the Administrative Assistant is the preferred method.

#### VI. OFFICERS

- A. Officers shall be Chair, Chair-Elect, Past Chair, and Treasurer, each of whom shall be elected for a one-year term by a quorum of the Volunteers.
- B. Staff ~~and AR~~ members are ineligible to hold an office.
- C. A Chair may not hold that office for more than two consecutive one-year terms.

- D. A vacancy in any office shall be filled by a majority vote of a quorum of the Volunteers for the unexpired portion of the term, except for the position of past chair, which would remain vacant should that volunteer leave the ASSET process.
- E. The ASSET Chair is authorized to sign contracts and agreements on behalf of ASSET with respect to operations of the ASSET board. The Chair-Elect may sign if the Chair is unavailable.

## **VI. ASSET OPERATIONS**

- A. Regular meetings of ASSET shall be held in accordance with Iowa's Open Meetings law. If circumstances warrant it, a meeting of ASSET may be cancelled by the Administrative Team. An announcement of meeting cancellation will be posted and notice sent to members and participating agencies as soon as possible under the circumstances.
- B. Unless otherwise specified, meetings shall be conducted according to Robert's Rules of Order. However, technical or non-substantive departures from these rules shall not invalidate any action taken at a meeting.
- C. Agendas will be posted at Ames City Hall, the ASSET website (<http://www.storycountyasset.org>) and at other public locations, at least three days prior to the meeting, and notification mailed electronically to each ASSET member and participating Agency.
- D. A quorum shall consist of one-half plus one of the currently appointed volunteers. A majority vote of the quorum present shall constitute a decision of ASSET. In the event a quorum is not present, ASSET business may be conducted by a simple majority vote of those present, if at least one voting member from each funder is represented. Exceptions to this include decisions for funding recommendations or changes to the Policies and Procedures, or anything that requires Funder approval.
- E. The Chair may vote on all business that comes before ASSET and shall be included as part of the quorum.
- F. Special meetings may be called by the Chair or by petition of one-fourth of the Volunteers with not less than five days written notice to the Volunteers, ~~and Staff, and AR's,~~ by email or regular mail.
- G. Minutes of ASSET meetings shall be recorded and distributed to Staff, Volunteers, ~~Agency Representatives,~~ and Agencies, by posting on the ASSET website (<http://www.storycountyasset.org>). Minutes shall be made public in accordance with the Iowa Open Records law.

## **VII. ADMINISTRATIVE TEAM OPERATIONS**

- A. Staff members, the Chair, the immediate past Chair, the Chair-Elect, and the Treasurer, shall serve as an Administrative Team.

- B. The Administrative Team will meet prior to regular ASSET meetings. If there are no significant pending actions, an Administrative Team meeting may be cancelled by the Chair or Chair Elect.
- C. All members of the Administrative Team shall be voting members on Administrative Team business, including staff members.
- D. A quorum shall consist of more than half of the existing Administrative Team members. A quorum shall include at least one Volunteer. A majority vote of the quorum present shall constitute a decision of the Administrative Team.
- E. Minutes of the Administrative Team and ASSET shall be recorded and distributed to all Staff, Volunteers, ~~AR's~~, and Agencies, by posting on the ASSET website (<http://www.storycountyasset.org>). Minutes shall be made public in accordance with the Iowa Open Records law.

~~VIII. AGENCY REPRESENTATIVE~~

~~One Agency Representative may be selected by the Human Services Council, from ASSET funded agencies, to serve as a non-voting member of ASSET.~~

~~IX~~**VIII**. COMMITTEES

- A. Staff and committees shall have substantial responsibility for the operation of ASSET and for assisting the Volunteers. Committees may be established as follows:
  1. The Administrative Team may form committees to identify issues, perform studies, and bring recommendations to ASSET.
  2. ASSET may request committees to identify issues, perform studies, and bring recommendations to ASSET. Committee members may be appointed by the ASSET Chair.
  3. A Funder may request formation of a committee and make recommendations to ASSET with respect to membership on such committee. The ASSET Chair may appoint the committee members.

~~X~~. DUTIES AND RESPONSIBILITIES OF ASSET

- A. To make annual allocation recommendations to the Funders for services provided by participating agencies. The recommendations shall be consistent with instructions and priorities received from ~~the each~~ Funders;
- B. To set a timetable each year for the funding recommendation process;
- C. To organize hearings for agency presentations regarding their proposed budgets and program plans;
- D. To review services and code definitions as assigned to agencies for use in the budget and billing process;

- E. To meet with the Funders at least twice yearly. At these meetings each Funder has one vote. A majority of Funders constitutes quorum;
- F. To give timely reports on funding recommendation decisions to the Funders and to the agencies;
- G. To develop and maintain an index of services offered in Story County; (This index will be located in the ASSET Reference Manual for Volunteers and Agencies.)
- H. To perform any specific task that the Funders might request of ASSET.

#### XII. AGENCY PARTICIPATION

- A. **ELIGIBILITY.** Agencies seeking funding eligibility must be serving clients within the geographic area of Story County and shall meet the criteria outlined in the Application for ASSET Agency Participation.
- B. Agencies and services will be reviewed annually by ASSET, through the agency visit and budget process.
- C. Agencies shall annually provide financial reports in accordance with Generally Accepted Accounting Practices (GAAP). These reports shall be submitted within six months after the close of the Agency's fiscal year. Reports will meet the following guidelines:
  - 1. Agencies with an annual budget below \$100,000 must, at least, submit an electronic copy of IRS Form 990 and a balance sheet prepared externally and independently to the ASSET Administrative Assistant.
  - 2. Agencies with an annual budget of \$100,000 or more must submit an electronic copy of their full comparative audit and an electronic copy of their IRS Form 990 to the ASSET Administrative Assistant.
- D. Agencies seeking eligibility to apply for funding through the ASSET process should fill out the application form called "Application for ASSET Agency Participation", shown as Appendix B to this document, and present verification of the stated criteria and all required attachments. All application documents shall be submitted to the Administrative ~~Team~~[Assistant to distribute to the ASSET Administrative Team](#).
- E. Agencies that have been in the ASSET process within the last three years are not required to submit a new application for participation, rather a New/Expanded Service form can be submitted along with comparative financial audits for the years not in the ASSET process.
- F. The ASSET Administrative Team shall insure that the forms are complete and make recommendations to the Volunteers. The Volunteers will then approve or disapprove the recommendation.
- G. A written notification shall be sent to the Agency, stating its acceptance or the reason why it was not accepted.

- H. Approval of an applicant Agency does not guarantee a subsequent dollar allocation.
- I. Any Agency may request to be placed on the ASSET or Administrative Team agenda by contacting the Administrative Assistant.

### XIII. FUNDING PROCESS

- A. Each Agency requesting funding shall be assigned to one or more ~~panel of the three focus areas(e) (Education, Financial Stability-Income, or Health) by service area(e).~~
- B. Each Volunteer shall be assigned to only one ~~panel-focus area~~ and shall review the services within that ~~panel area~~.
- C. The Administrative Team shall prepare the appropriate budget and reporting forms for the agencies to complete and make the forms available via the ASSET website.
- D. Agencies must submit completed budget and reporting forms for all approved services to ASSET by the date stated in the yearly ASSET calendar.
- E. Agencies must submit Board of Directors meeting minutes as requested by the Administrative Team or Administrative Assistant.
- F. The Administrative Team shall conduct an Agency training session on the date stated in the yearly ASSET calendar.
- G. Volunteers shall conduct Liaison visits to individual agencies as scheduled on the ASSET calendar.
- H. Hearings for agencies shall be conducted each year as scheduled on the ASSET calendar.
- I. Recommendations for allocations shall be made by ASSET to the Funders after the hearings and ~~panel-work~~ sessions are completed and approved by the ASSET board.
- J. Information regarding the funding ~~and rationale~~ shall be provided to the agencies and their governing bodies after Funders' approval.
- K. If any Agency does not provide the required information, or provides information that is inadequate, incorrect, or not timely, ASSET shall make a report to the Funders that procedures were not followed and may recommend that funding be reduced, sequestered, or not allocated ~~at all~~.
- L. ASSET agencies will collaborate and partner to provide services. The ASSET Administrative Team shall make a report to Funders if an agency does not make adequate efforts to coordinate services or respond to requests for information.

### XIII. PLANNING PROCESS

ASSET shall provide a community forum to work constructively and cooperatively in addressing human services concerns. This may be achieved by, but is not limited to:

- A. Participating in studies and developing strategies that enhance the delivery of human services within the county;
- B. Collecting and evaluating facts that provide valid data for decisions on program needs, and effectiveness of current delivery;
- C. Evaluate the need for new or modified services and/or duplication of services.
- D. Promote and encourage collaboration among agencies for efficiencies.
- E. [Review agency updates and reports on services as documented through Clear Impact Scorecard and other reporting documents.](#)

### XIV. CHANGES IN SERVICES

- A. Any ~~new or existing~~ ASSET Agency, providing services to Story County clients, that wishes to add new or expanded services, must report the changes to the ASSET Administrative Team. Changes that should be reported include increases in service beyond the normal expected growth, new or different services that have an impact on staffing, or services that result in new clientele.
- B. Agencies will report new and expanded services to the ASSET Administrative Team on the "Notification of New or Expanded Service" form, shown as Appendix C to this document. The need for new or expanded services shall be identified and aligned with the Funder's priorities and the priority areas from the most recent Story County community assessment. The Administrative Team will review the information and determine if the service(s) meets criteria to be included in the ASSET funding process. The Administrative Team will inform the ASSET Board. This review and informing of ASSET is not a commitment of funding. If ASSET asks for additional information, a committee of Volunteers may be appointed to gather more information and report its findings to ASSET for further review.
- C. If an Agency is reducing or dropping a service, a letter should be submitted to the ASSET Administrative Team within thirty days of the Agency board's vote to drop or reduce a service.
- D. Service changes may occur any time during the funding year. If funding through ASSET is being considered, the ASSET Administrative Team should be notified of a new ~~or expanded service~~ ~~or program~~ by the date stated in the ASSET calendar.

**XV. FUNDING APPEAL PROCESS.** An Agency wishing to make an appeal may do so by following the individual Funders appeal process.

### XVI. AMENDMENTS TO POLICIES AND PROCEDURES

- A. These Policies and Procedures shall be reviewed annually prior to the May ASSET Board meeting.
- B. Amendments to the Policies and Procedures may be proposed by a Volunteer, a Staff member, or a Funder.
- C. A proposed amendment shall require a majority vote of quorum of the ASSET Board to recommend such amendment to the Funders

## APPENDIX A – APPLICATION FOR ASSET AGENCY PARTICIPATION

### ASSET (Analysis for Social Service Evaluation Team)

#### CRITERIA FOR FUNDING ELIGIBILITY

Financial support through ASSET can be applied for by **human service agencies** that are serving clients within the geographic area of Story County and who meet the basic eligibility criteria. **Approval of an applicant agency does not guarantee a subsequent dollar allocation.** The allocation recommendation will be made on a service-by-service basis during the annual allocation process. To be considered for financial support, agencies must comply with the following requirements and provide supporting documents to demonstrate compliance:

- A. The agency must be a non-profit corporation or chartered as a local unit of a non-profit corporation that has an IRS section 501(c)(3) status or local, state, or federal government agency (i.e. formed by a 28E Agreement) that has a presence within and serves the people of the State of Iowa.
- B. The agency must have articles of incorporation, bylaws, or other documents, which clearly define its purposes and function.
- C. The agency must have an Equal Opportunity Policy that has been approved by its Board of Directors.
- D. The agency must have been incorporated and actively conducting business for at least one year at the time of the application.
- E. The agency must maintain in its budget and services a demarcation between any religious and other programs so that ASSET does not financially support religious purposes.
- F. The agency must demonstrate need and community support for the proposed service through letters of support, needs assessments, or other documentation.
- G. The agency shall be governed by a Board of Directors or Advisory Board who serve without compensation and who approve and oversee the implementation of the budget and policies of the agency.
- H. Agencies that offer the following services shall not be eligible for funding from ASSET Funders:
  - 1. Agencies that are primarily political in nature.
  - 2. Agencies that provide services limited to the members of a particular religious group.
  - 3. Agencies that exist solely for the presentation of cultural, artistic, or recreational programs.
  - 4. Basic educational program services considered the mandated responsibility of the public education system.

Agencies that have been in the ASSET process within the last three years but have ceased requesting funding, are not required to submit a new application for participation, rather a New/ Expanded Service form can be submitted along with comparative financial audits for the years not in the ASSET process.

**To apply as an ASSET Agency Participant, complete the Application for ASSET Agency Participation and send the request, including the documentation outlined in the application to: [storycountyasset@gmail.com](mailto:storycountyasset@gmail.com).**

## Application for ASSET Agency Participation

### A. Agency General Information

1. Legal name of agency \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_
2. Executive Director \_\_\_\_\_
3. Date of incorporation \_\_\_\_\_ State of incorporation \_\_\_\_\_
4. Tax Identification Number \_\_\_\_\_ Agency Fiscal Year \_\_\_\_\_
5. Is your agency affiliated with a national and/or state organization? \_\_\_\_\_ If so,  
name of national and/or state organization \_\_\_\_\_

Explain nature of affiliation and describe national and/or state organization's control over local administration and activities

Explain benefits of affiliation \_\_\_\_\_

6. What is your agency mission statement? \_\_\_\_\_
7. Governing Arrangements  
How are members and composition of the governing body selected? \_\_\_\_\_  
What is the governance role of the Board of Directors? \_\_\_\_\_  
How do you ensure Story County representation? \_\_\_\_\_
8. Membership  
Does your agency have a membership program? \_\_\_\_\_  
If so, list membership categories and dues  
Membership benefits \_\_\_\_\_

**B. Agency Service Information**

1. Geographic area(s) served \_\_\_\_\_

2. Types of services provided \_\_\_\_\_

3. What population(s) do you serve? \_\_\_\_\_

Do you offer a sliding fee scale for your services? If yes, please include a copy. \_\_\_\_\_

4. Other agencies in Story County that provide similar services \_\_\_\_\_

5. Agencies in Story County with whom you collaborate \_\_\_\_\_

6. Agencies in Story County with whom you share referrals \_\_\_\_\_

**C. Agency Accreditation and Licensing**

Is your agency accredited? \_\_\_\_\_ If so, by whom? \_\_\_\_\_

For what length of time? \_\_\_\_\_

Describe agency and staff licensing and certification requirements: \_\_\_\_\_

**D. Financial/Legal Information**

If ASSET approves the application, your agency will be required to annually provide financial reports in accordance with Generally Accepted Accounting Practices (GAAP) as follows:

- Agencies with an annual budget below \$100,000 must submit an electronic copy of IRS Form 990 and a balance sheet prepared externally and independently, to the ASSET Administrative Assistant at [storycountyasset@gmail.com](mailto:storycountyasset@gmail.com) within six months after the close of the agency's fiscal year.
- Agencies with an annual budget of \$100,000 or more must submit an electronic copy of their full comparative audit and an electronic copy of their IRS Form 990 to the ASSET Administrative Assistant at [storycountyasset@gmail.com](mailto:storycountyasset@gmail.com) within six months after the close of the agency's fiscal year.

**E. ASSET Information**

1. Attach a complete description of the service(s) that your agency provides that you will be asking for funding from ASSET. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Using the enclosed Service Code List [and Definitions](#), tell us which service code(s) your service(s) fits into. \_\_\_\_\_

**Checklist for supporting documentation:**

- Letter of tax-exempt status from IRS
- Articles of Incorporation, bylaws, or other documents which clearly define agency's purpose and function
- [Vision and Mission Statements](#)
- Equal Opportunity Policy that has been approved by Board of Directors
- If applicable, a statement describing how agency maintains a demarcation between any religious programs and other programs (ASSET does not fund programs designed for religious purposes)
- Documentation of community support (letters of recommendation, needs assessments, etc.)
- List of Board of Directors member names, professional affiliation, addresses, places of business
- A copy of the current budget and the budget for the upcoming fiscal year, including all sources of income.
- Statement of assets and liabilities and statement of income and expenses including all sources of funds for this budget
- Agency Program Outline Form (one for each service your agency is requesting funding for)

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**APPENDIX B – SERVICE CODES**

(Complete descriptions of each service code are in the ASSET Reference Manual)

Services are categorized into three panels: Education, Financial Stability~~Income~~, and Health.

<b>Service Code #</b>	<b>Service Code Name</b>	<b>Unit of Service</b>	<b>Panel</b>
1.01	Supported Employment for Mental Health or Developmentally Disabled	1 Staff Hour	Education
1.02	Advocacy for Social Development	1 Staff Hour	Education
1.03	Resource Development	1 Staff Hour	Education
1.04	Informal Education for Self-Improvement and Self-Enrichment	1 Client Contact	Education
1.05	Enclave Services	15 minutes	Education
1.06	Preschool	1 Day	Education
1.07	Youth Development and Social Adjustment	1 Client Contact / Day	Education
1.08	Employment Assistance for Youth	1 Staff Hour	Education
1.09	Out of School Program	1 Partial Day	Education
1.10	Family Development / Education	1 Client Hour	Education
1.11	Volunteer Management	1 Volunteer Hour	Education
1.12	Public Education and Awareness	1 Staff Hour	Education
2.01	Emergency Assistance for Basic Material Needs	1 Client Contact	<u>Financial Stability</u> <del>Income</del>
2.02	Day Care - Infant	1 Full Day	<u>Financial Stability</u> <del>Income</del>
2.03	Day Care - Children	1 Full Day	<u>Financial Stability</u> <del>Income</del>
2.04	Day Care - School Age	1 Partial Day	<u>Financial Stability</u> <del>Income</del>
2.05	Childcare for Mildly Ill Children	1 Partial Day	<u>Financial Stability</u> <del>Income</del>

Service Code #	Service Code Name	Unit of Service	Panel
			me
2.06	Separated Families	1 Client Contact	Financial Stability Income
2.07	Transitional Living Services	1 day	Financial Stability Income
2.08	Emergency Shelter	1 24 Hour Period of Shelter and Food	Financial Stability Income
2.09	Correctional Services	1 Client Hour	Financial Income Stability
2.10	Legal Aid - Civil	1 Staff Hour	Financial Stability Income
2.11	Clothing, Furnishing and Other Assistance	1 Client Contact	Financial Stability Income
2.12	Disaster Services	1 Staff Hour	Financial Stability Income
2.13	Transportation	One Way Trip	Financial Stability Income
2.14	Budget / Credit Counseling	1 Client Contact	Financial Stability Income
3.01	Community Clinics	1 Clinic Hour	Health
3.02	Day Care - Adults	1 client Day	Health
3.03	In-Home Health Monitoring	1 person monitored per month	Health
3.04	Homemaker / Home Health Assistance	1 Hour	Health
3.05	Home Delivered Meals	1 Meal	Health
3.06	Congregate Meals	1 Meal	Health
3.07	Domestic Abuse Crisis and Support	1 Staff Hour	Health
3.08	Sexual Abuse Crisis and Support	1 Staff Hour	Health
3.09	Crisis Intervention	1 Contact	Health

<b>Service Code #</b>	<b>Service Code Name</b>	<b>Unit of Service</b>	<b>Panel</b>
3.10	Court Watch	1 Staff Hour	Health
3.11	Respite Care	1 Client Hour of Service	Health
3.12	In Home Nursing	1 Visit	Health
3.13	Service Coordination	1 Client Hour	Health
3.14	Activity and Resource Center	1 Client Hour	Health
3.15	In Home Hospice	1 day (24 hour)	Health
3.16	Substance Abuse or Co-occurring Disorder Treatment (Out Patient)	1 Client Hour	Health
3.17	Outpatient Treatment and Health Maintenance	1 Client Hour	Health
3.18	Supported Community Living Services	15 minutes or up to 1 24 Hour Day	Health
3.19	Special Recreation	1 participant per hour	Health
3.20	Day Habilitation Services	15 minutes or 1 Day	Health
3.21	Peer Support Services	1 Client Contact	Health

APPENDIX C – NOTIFICATION OF NEW OR EXPANDED SERVICE

**ASSET**

**NOTIFICATION OF NEW OR EXPANDED SERVICE**

**\*\*Please note that submission of this Notification does not automatically result in a commitment of funding from ASSET\*\***

DATE: \_\_\_\_\_ AGENCY: \_\_\_\_\_

PROGRAM/SERVICE: \_\_\_\_\_

Provide a brief description of the new or expanded service and population to be served.

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Describe how the need for this service was identified. Cite resources such as local needs assessment, surveys, etc.

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Describe which funder(s) priority(ies) this service will meet. (May be more than one funder and/or more than one priority).

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Is there new clientele to be served? If yes, how many?

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What other agency provides this or any similar services in the community? How has the need for this service been identified in addition to the existing service(s)? Describe any partnership efforts with these agencies.

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What outcomes will be measured? Describe methodology(ies) used to measure outcomes.

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How would ASSET funds be used to support the service (scholarships/staff/direct service, etc)?

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Describe what other funding sources are used to support the service.

---

---

What is the total budget for this service?

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What percentage of the total service budget would requested ASSET funds support?

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If this service is funded through a grant what is the amount and the duration of the grant?

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Does the grant require a local cash match? \_\_\_\_\_ If yes, how much? \_\_\_\_\_

If there isn't funding through ASSET, what are the plans to provide and/or sustain the service?

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~~The~~ Please check the [ASSET Calendar for the](#) deadline for new/expanded service requests ~~is~~ [May 24<sup>th</sup>](#).

Please submit this form by email to the ASSET Administrative Assistant at: [storycountyasset@gmail.com](mailto:storycountyasset@gmail.com)

## APPENDIX D – CONFLICT OF INTEREST

Organization: Story County Analysis of Social Services Evaluation Team (ASSET)

Policy: Conflict of Interest Policy

Date Adopted: 4/10/03

Date Revised:

Story County ASSET and its voting members/staff persons, hereinafter referred to as “board” and “board members(s)”, agree to the following conflict of interest policy hereinafter referred to as “policy”, as adopted and revised as indicated above:

1. The policy will be adopted yearly at the first regularly scheduled board meeting following the start of the fiscal year. Each board member is to review and sign the policy at the first board meeting prior to voting on any matters before the board (if applicable).
2. A new voting board member/staff person will be required to review and sign the policy prior to voting as a board member (if applicable) at the beginning of their term and/or the first meeting of the fiscal year.
3. It is the duty of a voting board member/staff person to disclose a conflict of interest to the full board when a conflict arises. Disclosure may be made at any time to the ASSET Administrative Team; hereinafter referred to as “the Team”, who shall then notify the full Board. A record of the conflict of interest shall be made at the first regularly scheduled board meeting following disclosure.
4. A conflict of interest is defined in chapter 68B, Iowa Code. The Iowa Code defines conflict of interest as that which evidences an advantage or pecuniary benefit for the member and/or their immediate family not available to others similarly situated. A violation for a conflict of interest is punishable by both civil and criminal penalties in the State of Iowa.
5. A “potential” conflict of interest is defined herein. A potential conflict of interest is when a voting board member/staff person has reason to believe there may be a conflict of interest. This potential conflict shall be disclosed in the same manner as a conflict. If, in the opinion of the Team, the circumstances meet the definition of a conflict of interest the matter shall then be disclosed to the full board and a record shall be made at the next regular meeting.
6. A voting board member/staff person with a conflict of interest shall not vote or use their personal influence with any board member on the matter in conflict.

I agree by my signature below that I have read the above Story County ASSET Conflict of Interest Policy and understand it and will abide by the terms and conditions as stated herein.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION #20-103

**WHEREAS**, the Story County Board of Supervisors has broad authority over the facilities and property owned by the County of Story according to Iowa Constitution Article III, Section 39A and Iowa Code 331.301 (1), (2), (3) and (4) and Iowa Code 331.502 (1), subject to certain limitations related to other elected officials and leased space, and

**WHEREAS**, the Story County Board of Supervisors desires to maintain a safe, healthy physical environment in all areas of Story County buildings subject to control of the Board where employees deliver services and members of the public services receive them, and

**WHEREAS**, on January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and

**WHEREAS**, scientific and medical experts determined the SARS – CoV-2 virus, the cause of the illness Covid-19, is easily transmittable, with the most common method of transmission being an infected individual exhaling small droplets that are inhaled by another individual or that fall upon a surface that is touched by another individual who subsequently touches his or her mouth, nose or eyes, and

**WHEREAS**, the Story County Board of Supervisors on March 27, 2020, closed all county-owned buildings to the public in concern for employee health, maintaining essential services and as part of a state effort to slow the rate at which the disease would spread, and

**WHEREAS**, the Story County Board of Supervisors decided on March 27, 2020, to have as many employees as possible deliver essential services off-site via remote access means and to have personnel not delivering essential services who could not perform work via remote access or at home be placed on paid administrative leave, and

**WHEREAS**, the Center for Disease Control and Prevention advises that wearing a face covering that sits over the wearer's mouth and nostrils is an effective method to mitigate transmission of the virus, and

**WHEREAS**, maintaining a six-foot distance between individuals, known as social distancing, is not always possible in common areas, and there is growing discussion among medical experts about distance alone not always mitigating the viral transmission risk, and

**WHEREAS**, the Story County Board of Supervisors on May 11, 2020 implemented a Face Covering Policy requiring, among other transmission-mitigating behaviors, that face coverings are to be worn whenever an employee is within the common areas of any building subject to control of the Board, and

**WHEREAS**, the Story County Board of Supervisors continues to monitor trends to assess whether benchmarks for reopening county buildings are being met, and

**WHEREAS**, the Center for Disease Control and Prevention states the risk of transmission of COVID-19 may be substantially reduced by continuing to ensure businesses and public buildings take appropriate public health precautions while reopening, and

**WHEREAS**, the Story County Board of Health relied upon their own knowledge and experience and the advice of scientific professionals to reach a verbal consensus opinion on June 8, 2020, that requiring face coverings that cover the wearer's mouth and nostrils is a reasonable public health measure during the Covid-19 pandemic, and

**WHEREAS**, in giving their consensus opinion, the Story County Board of Health further advised that a requirement for face coverings should allow for exceptions when individuals have health conditions which make it difficult or dangerous for them to safely wear a face covering and when the individual is age 2 or younger, and

**AND WHEREAS**, the Story County Board of Health further advised that the Board of Supervisors make available disposable face coverings for members of the public who do not have one to wear while in a county building and have hand sanitizer available for public use in or near the main entrances and common areas of county buildings;

**NOW, THEREFORE, BE IT RESOLVED** that the Story County Board of Supervisors declares that due to Covid-19, face coverings are to be worn by any individual entering and using the common areas, including but not limited to restrooms, hallways, and breakrooms accessible to the public, in buildings subject to control of the Board.

**IT IS FURTHER RESOLVED** that it is the policy of the County of Story, Iowa, to provide equal access for individuals with disabilities according to the Americans with Disabilities Act of 1990 (ADA), Public Law 101-336: 42 USC Sec.12101, et seq., as amended from time to time, and that the Story County Board of Supervisors commits to following the advice of the Story County Board of Health by not requiring face coverings for individuals seeking ADA accommodations and when the individual is age 2 or younger, and in providing disposable face masks and hand sanitizer for the public in easily accessible places in common areas;

**AND IT IS FURTHER RESOLVED** that exceptions will be made for eating or drinking as long as the participants adhering to social distancing guidelines of at least 6 feet;

**AND IT IS FURTHER RESOLVED** that Story County will provide services, as we have been doing during this pandemic, and that members of the public who decline to comply with this public health measure will be asked to leave county premises subject to control of the Board until being willing to wear a suitable face covering; and that employees of Story County who fail to comply will be asked to return their work areas;

**AND IT IS FURTHER RESOLVED** that the requirements laid out in this resolution become effective immediately and will remain in effect until the Story County Board of Supervisors determines that the presence of Covid-19 no longer creates an elevated public health risk in Story County.

Dated this 23rd day of June, 2020.

Attest:

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
County Auditor

ROLL CALL	Lauris Olson	Yea ___	Nay ___	Absent ___
FOR ALLOWANCE	Lisa Heddens	Yea ___	Nay ___	Absent ___
	Linda Murken	Yea ___	Nay ___	Absent ___

ALLOWED BY VOTE  
OF BOARD

Yea \_\_\_ Nay \_\_\_ Absent \_\_\_

\_\_\_\_\_  
CHAIRPERSON Above tabulation made by \_\_\_\_

# Staff Report

## Board of Supervisors

**Date of Meeting:**  
June 23rd, 2020

**Case Number SUB07-20**

Agricultural Subdivision  
Wilson-Stagg Agricultural Subdivision  
Resolution No. 20-104

**APPLICANT:**

Cal Wilson  
5225 Timber View Drive  
Cedar Rapids, IA 52411

**STAFF PROJECT MANAGER:**

Marcus Amman, Planner

**SUMMARY:**

An Agricultural Subdivision request for Parcel numbers #10-31-300-210 and 10-31-300-260 to adjust the boundary of two existing parcels and plat them as two lots, as follows, in order from west to east: proposed Lot 1, a 23.07 net-acre lot, and proposed Lot 2, a 14.36 net-acre lot. The lots are not for development purposes. The application is to consider a request for an Agricultural Subdivision to adjust the boundary of two existing parcels and plat them as two lots. The property owner to the north (Stagg) proposes to acquire Lot 2. The Wilsons will retain Lot 1. Planning and Development staff recommend approval of the proposed Agricultural Subdivision Plat.





**Property Owner**

Wilson, Calvin E & Kim A

**Parcel Identification Number(s)**

10-31-300-210

10-31-300-260

**Size of Area**

36.45 net-acres

**Location of Subdivision**

Grant Township (Section 31, Township 83, Range 23)

East of 560<sup>th</sup> Ave

**Districts**

A-1 Agricultural District

Mary Greeley Ambulance and Nevada Fire Department

Ballard School District

Consumers Energy and Xenia Rural Water

Skunk River #4 Drainage District

**Description of Proposed Subdivision and Current Land Use**

The application is to consider a request for an Agricultural Subdivision to adjust the boundary of two existing parcels and plat them as two lots. The lots are being reconfigured for the purpose of selling land. The property owner to the north (Stagg) proposes to acquire Lot 2. The Wilsons will retain Lot 1. The existing parcels are the majority of the northeast of the southwest quarter of section 31. There is a small portion of the northeast of the southwest owned by the Iowa Department of Transportation as right-of-way for Interstate 35.

Proposed Lot 1 is currently in row crop production while Lot 2 is has timber on the majority of it with approximately 1 acre in the northeast corner in agricultural production. Proposed Lot 1 is 23.07 net-acres and proposed Lot 2 is 14.36 net-acres. Both proposed lots are zoned A-1 Agricultural, and designated as Agricultural Conservation Areas in the Capstone (C2C) Comprehensive Plan Future Land Use Map. Agricultural Conservation Areas “encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity.” Principles for the designation include encouraging high-value agriculture lands to remain in production.

The current land use (row crop production and existing timber) will not change after the division. The current operator will continue to farm the land. The lots created through an Agricultural Subdivision are not considered development lots (see Section 87.06). Planning and



Development staff have communicated this with the property owner. A note has been added to the plat that the lots are not intended for development.

There is an existing access from 560<sup>th</sup> Ave to proposed Lot 1. This access is a 1.76 acres parcel and is located 0.5 miles north of 280<sup>th</sup> st. This parcel is a 0.3 mile long parcel that extends from 560<sup>th</sup> to Lot 1. Lot 1 contains an existing 50'x50' access easement to the parcel north of proposed Lot 1 which is owned by the Stagg Family. The parcel to the north is parcel 10-31-100-405, a 37.63 net-acre parcel in agricultural row crop production. Lot 2 will have access from the adjacent parcel that the Stagg family owns located to the north though the access easement on Lot 1. The County Engineer noted that Lot 2 should have a legal access created in case it is sold in the future. To address this the Stagg family has communicated with Planning and Development Staff that they will adjoin proposed Lot 2 with adjacent parcel that they own, 10-31-100-405. This will meet the County Engineers request. As the current land use will not change and the same operator will continue to farm the land, no new access are anticipated. An access easement is not required for non-development lots to share an access.

There is floodplain in the northeast corner of proposed Lot 2 along South Skunk River. Approval of a floodplain development application and compliance with Story County's adopted floodplain management regulations would be required for any proposed development in the floodplain, including driveways and roads. This has been communicated with the applicant and no development on the property is proposed.

#### **Applicant's Property and Current Surrounding Land Use**

The property is located in Grant Township. It is approximately 2.75 miles southeast of the City of Ames and 2.75 miles northeast of the City of Huxley. Adjacent properties include:

##### **North**

Two parcels: One 37.63 net-acre parcel in agricultural production directly north of the proposed lots. One 43.35 net-acre parcel containing a single-family dwelling northwest of proposed Lot 1. The parcel with the dwelling is mostly in agricultural production. Northeast of proposed Lot 2 is IDOT land for Interstate 35.

##### **East**

East of the proposed lot is all owned by the IDOT and is used for Interstate 35.

##### **South**

Two Parcels: the parcels to the south (37.06 net acres) and southwest (44.85 net-acres) are both entirely in agricultural production. Southeast of proposed Lot 2 is IDOT land for Interstate 35.

##### **West**



Two parcels; One 37.38 net-acre parcel in agricultural production owned by Finch Family Farms. One 7.50 net-acre parcel containing a dwelling.

There are 15 parcels located within a quarter mile of the properties. They are all located in unincorporated Story County and zoned A-1 Agricultural. Two parcels contain single-family dwellings. One parcel exceeds the minimum 35-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District. The dwelling on a parcel under 35 acres is a parcel that is part of the Sabers Subdivision.

### **Applicable Regulations – Story County Land Development Regulations**

#### **87.07 AGRICULTURAL SUBDIVISION PLAT**

1. A subdivision may be submitted for review and approval as an agricultural subdivision plat when all of the following are true:
  - a. The lots created by the subdivision are intended to be used for agricultural purposes;
  - b. The subdivision contains no new development lots;
  - c. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use; and
  - d. The subdivision lies wholly within the A-1 or A-2 Districts. (Ordinance No. 184)
  - e. No Residential or Minor subdivisions have been approved for the tract(s) being divided after December 31, 2003. (Ordinance No. 160)

#### **Commentary**

The following comments are part of the official record of the proposed Agricultural Subdivision Plat – **Wilson-Stagg Agricultural Subdivision, Case No. SUB07-20**. If necessary, conditions of approval may be formulated based on these comments.

#### **Comments from the Interagency Review Team**

The application materials were forwarded to the members of the Interagency Review Team on June 1, 2020, and the following applicable comments were received from the County Engineer and Planning and Development staff:

#### **County Engineer:**

1. Lot 2 should have a legal access created in case it is sold in the future.

#### **Planning and Development Staff:**

1. Please add the following district information to the subdivision plat drawing. See Story County Land Development Regulations Ch. 87.07 2. A. 11 for details.
  - Fire: Nevada Fire Department
  - Utilities: Xenia Rural Water and Consumers Energy



2. Please add the 100-year flood plain information generally in the northeast of proposed Lot 2. See Ch. 87.07 2. A. 12 for details.
3. Planning and Development staff will need to take site photos of the property as part of the review and for the presentation to the Board of Supervisors. Staff would like this to occur the week of June 8<sup>th</sup> or 15<sup>th</sup>. You do not need to meet staff on-site. Please confirm that you give staff permission to complete the site review.
4. Story County Land Development Regulations: Land Division Requirements, Section 87.06 (1), Subsection A, states that the lots created through an agricultural subdivision must be used for agricultural purposes and no development lots (buildable for a dwelling) can be created. Please describe the purpose of the subdivision and how the lots will be used for agricultural purposes.
5. There is floodplain on proposed Lot 2. Approval of a floodplain development application and compliance with Story County's adopted floodplain management regulations would be required for any proposed development in the floodplain, including driveways and roads.

#### **Comments from the General Public**

Notification letters were mailed to surrounding property owners within a ¼ mile of the subject property regarding the public meeting on the subdivision request on June 17, 2020.

No comments were received as of the writing of this report.

#### **Comments from Cities within Two Miles**

None

#### **Analysis**

Points to consider in evaluating the applicant's request to divide their property through the Agricultural Subdivision Plat process to create two (2) lots for agricultural use.

1. The goal of the subdivision is to partition land and to sell proposed Lot 2 to the adjacent property owner (Stagg).
2. The subdivision meets all requirements and standards for an Agricultural Subdivision.
3. The use of the proposed Lots will remain the same; for agriculture row crops and woodlands.
4. The lots are not to be used for development unless in conformance with the Story County Land Development Regulations.
5. Additional divisions of the lots created with the agricultural subdivision are not permitted unless the entire subdivision is considered for platting purposes.
6. The existing access easement on proposed Lots 1 will continue to serve the adjacent parcel to the north. Section 88.04 on access and access easement requirements apply only to development lots—the lots created through an Agricultural Subdivision are not considered development lots (see Section 87.06). A note has been added to the plat that the lots are not intended for development.



7. There is floodplain on proposed Lot 2 along South Skunk River. No development on the property is proposed.
8. There are two dwellings within a quarter mile. All other adjacent parcels and parcels within a quarter mile are in agricultural production, a total of 13 other parcels.

### **Alternatives**

Story County Planning & Development Staff recommend the approval of the Wilson-Stagg Agricultural Subdivision, as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution # 20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, as put forth in SUB07-20.**
2. The Story County Board of Supervisors approves Resolution # 20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, with conditions, as put forth in SUB07-20.
3. The Story County Board of Supervisors denies Resolution # 20-104 the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, as put forth in SUB07-20.
4. The Story County Board of Supervisors tables the decision on Resolution # 20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, as put forth in SUB07-20 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisor's agenda.

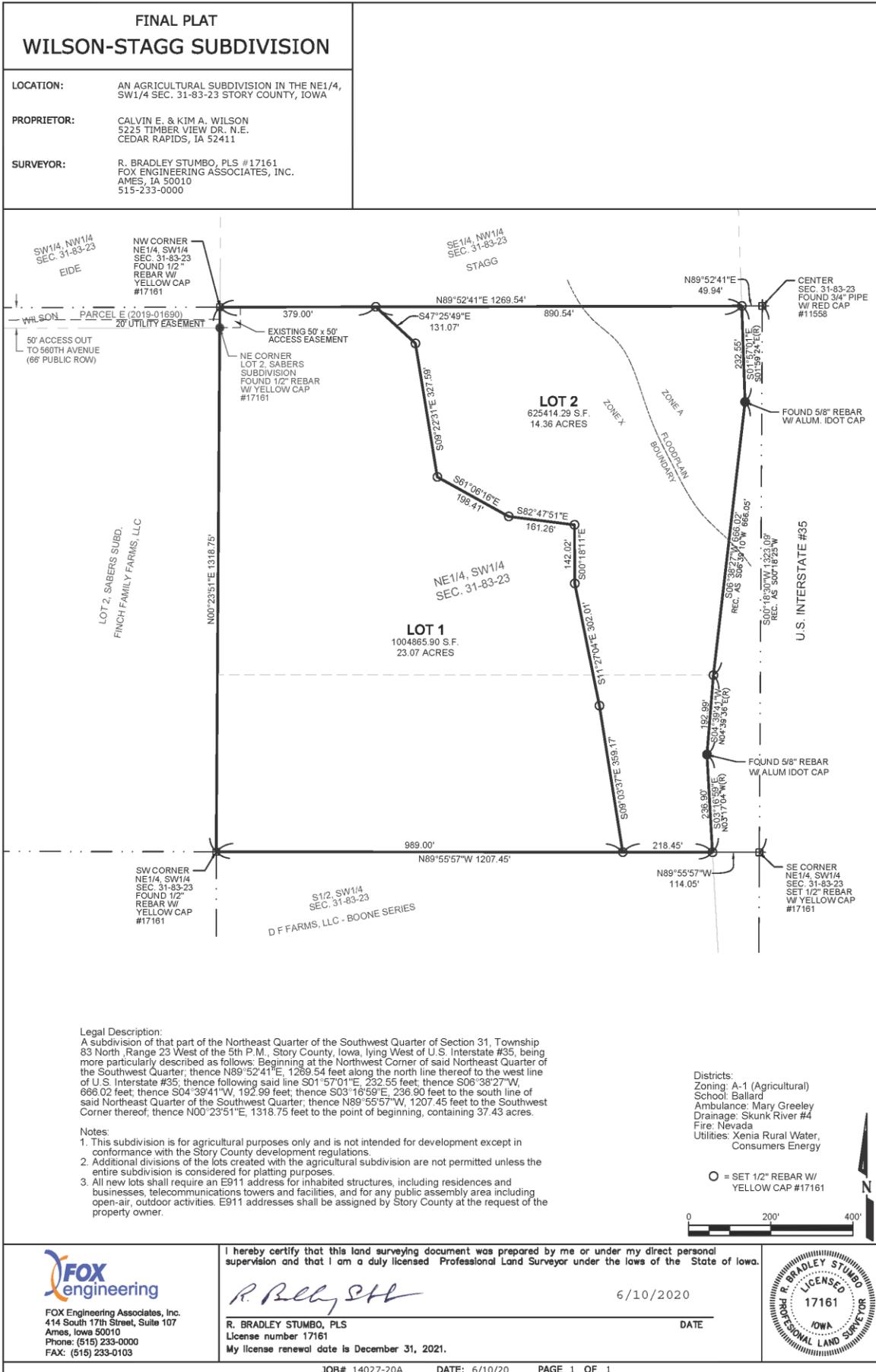


## **ATTACHMENT A**

A subdivision of that part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, lying West of U.S. Interstate #35, being more particularly described as follows:

Beginning at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence N89°52'41" E, 1269.54 feet along the north line thereof to the west line of U.S. Interstate #35; thence following said line S01°57'01"E, 232.55 feet; thence S06°38'27"W, 666.02 feet; thence S04°39'41"W, 192.99 feet; thence S03°16'59"E, 236.90 feet to the south line of said Northeast Quarter of the Southwest Quarter; thence N89°55'57"W, 1207.45 feet to the Southwest Corner thereof; thence N00°23'51"E, 1318.75 feet to the point of beginning, containing 37.43 acres.

## ATTACHMENT B



I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*R. Bradley Stumbo*

6/10/2020

R. BRADLEY STUMBO, PLS  
 License number 17161  
 My license renewal date is December 31, 2021.

DATE



## Story County Planning and Development

900 6th Street, Nevada, Iowa 50201  
(515) 382-7245 — pzweb@storycountyia.gov — www.storycountyia.gov

## SUBDIVISIONS



### 1. Property Owner\*

(Last Name) WILSON  
(First Name) CAL  
(Address) 5225 TIMBER VIEW DRIVE  
(City) CEDAR RAPIDS (State) IA (Zip) 52411  
(Phone) 319/360-1009 (Email) stwindo@mcnsi.com

### 2. Applicant (if different than owner)

(Last Name) \_\_\_\_\_  
(First Name) \_\_\_\_\_  
(Address) SAME  
(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_  
(Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

### 3. Property Address \_\_\_\_\_

Parcel ID Number(s) 1031300210 / 1031300260

### 4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.

\*Acknowledgement of property owner is required and may occur via email or by signature of this application.

Property Owner Signature Cal Wilson Date 4/27/20 Applicant Signature Cal Wilson Date 4/27/20

#### Subdivision

Proposed Name: Wilson - Stagg Addition

#### Filing Fee/Type (required prior to processing):

- Residential Parcel Plat (\$175)  
 Agricultural Plat (\$175)  
 Minor Plat (\$275)\*\*  
 Major Plat—Preliminary (\$275)\*\*  
 Major Plat—Final (\$175)\*\*

\*\*Conceptual Review required

#### Submittal Requirements:

- Attend conceptual review meeting  
 Legal description that will be used on all required legal documents (submit as Word document)  
 Proposed subdivision plat (submit as PDF)  
 All required submittal requirements as outlined in Chapter 87 of the Story County Code of Ordinances (87.06(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major-Preliminary and 87.09(5) for Major-Final)  
 All required documents for subdivision plats as outlined in Iowa Code Chapter 354.11

#### Vacation

Type:  Right-of-way  Plat

#### Submittal Requirements:

- Filing Fee (required prior to processing): \$175  
 Legal description that will be used on all required legal documents (submit as Word document)  
 Written description of requested items to be vacated  
 See Chapter 87.10 for the vacation process

Receipt No. 117201781  
Receipt Amount \$175

**Approval of WILSON-STAGG SUBDIVISION, STORY COUNTY,  
IOWA  
by Story County Auditor**

**June 23<sup>rd</sup>, 2020**

The Story County Auditor's Office has reviewed the final plat of:

WILSON-STAGG SUBDIVISION, STORY COUNTY, IOWA

Pursuant to Iowa Code §354.6(2) and §354.11(6), the above-described subdivision name is approved and there is no objections to this subdivision plat being recorded.

---

Lucy Martin  
County Auditor of Story County, Iowa

Prepared by: Larry L. Anfinson, 726 West Fourth Street, Waterloo, IA 50702  
Return to: Larry L. Anfinson, 726 West Fourth Street, Waterloo, IA 50702

(319) 235-9507

### CERTIFICATE OF COUNTY TREASURER

I, TED RASMUSSEN, do hereby CERTIFY that I am the Treasurer of Story County, Iowa. I further CERTIFY that the real estate described as follows, to-wit:

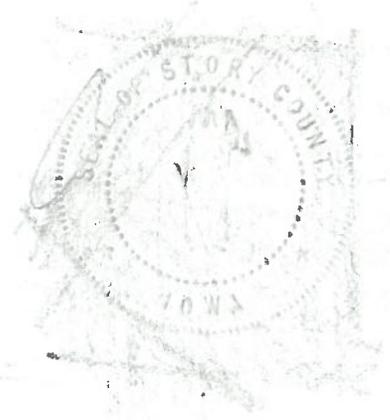
A subdivision of that part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 83 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, lying West of U.S. Interstate #35, being more particularly described as follows:

Beginning at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence N89°52'41" E, 1269.54 feet along the north line thereof to the west line of U.S. Interstate #35; thence following said line S01°57'01"E, 232.55 feet; thence S06°38'27"W, 666.02 feet; thence S04°39'41"W, 192.99 feet; thence S03°16'59"E, 236.90 feet to the south line of said Northeast Quarter of the Southwest Quarter; thence N89°55'57"W, 1207.45 feet to the Southwest Corner thereof; thence N00°23'51"E, 1318.75 feet to the point of beginning, containing 37.43 acres.

Parcel Numbers 10-31-300-210 and 10-31-300-260 are free from taxes at the time of this Certification.

DATED at Nevada, Story County, Iowa, this 9<sup>th</sup> day of June, 2020.

  
\_\_\_\_\_  
Ted Rasmussen  
Treasurer of Story County, Iowa.

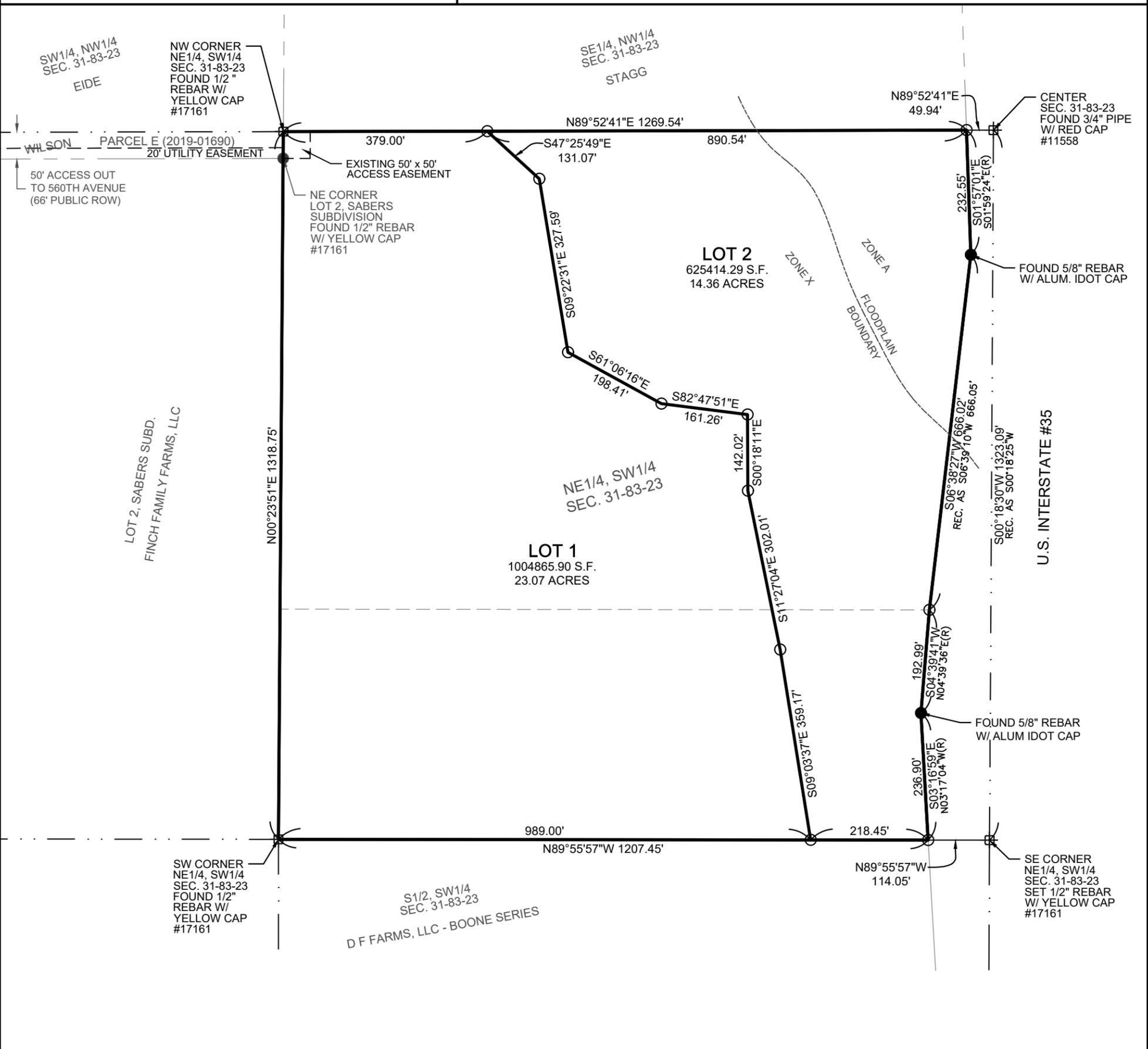


# FINAL PLAT WILSON-STAGG SUBDIVISION

LOCATION: AN AGRICULTURAL SUBDIVISION IN THE NE1/4, SW1/4 SEC. 31-83-23 STORY COUNTY, IOWA

PROPRIETOR: CALVIN E. & KIM A. WILSON  
5225 TIMBER VIEW DR. N.E.  
CEDAR RAPIDS, IA 52411

SURVEYOR: R. BRADLEY STUMBO, PLS #17161  
FOX ENGINEERING ASSOCIATES, INC.  
AMES, IA 50010  
515-233-0000



**Legal Description:**  
A subdivision of that part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, lying West of U.S. Interstate #35, being more particularly described as follows: Beginning at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence N89°52'41"E, 1269.54 feet along the north line thereof to the west line of U.S. Interstate #35; thence following said line S01°57'01"E, 232.55 feet; thence S06°38'27"W, 666.02 feet; thence S04°39'41"W, 192.99 feet; thence S03°16'59"E, 236.90 feet to the south line of said Northeast Quarter of the Southwest Quarter; thence N89°55'57"W, 1207.45 feet to the Southwest Corner thereof; thence N00°23'51"E, 1318.75 feet to the point of beginning, containing 37.43 acres.

- Notes:**
1. This subdivision is for agricultural purposes only and is not intended for development except in conformance with the Story County development regulations.
  2. Additional divisions of the lots created with the agricultural subdivision are not permitted unless the entire subdivision is considered for platting purposes.
  3. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.

Districts:  
Zoning: A-1 (Agricultural)  
School: Ballard  
Ambulance: Mary Greeley  
Drainage: Skunk River #4  
Fire: Nevada  
Utilities: Xenia Rural Water, Consumers Energy

○ = SET 1/2" REBAR W/  
YELLOW CAP #17161



FOX Engineering Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*R. Bradley Stumbo*

R. BRADLEY STUMBO, PLS  
License number 17161  
My license renewal date is December 31, 2021.

6/10/2020

DATE



ANFINSON & LUCE, P.L.C.  
ATTORNEYS AT LAW

LARRY L. ANFINSON  
TIMOTHY J. LUCE

726 WEST FOURTH STREET  
WATERLOO, IA 50702-1504  
TELEPHONE: (319) 235-9507  
FAX: (319) 233-8041  
EMAIL: office@anllaw.com

May 27, 2020

Story County Planning and Development  
ATTN: Jerry Moore/Marcus Amman  
900 6<sup>th</sup> Street  
Nevada, IA 50201-2087

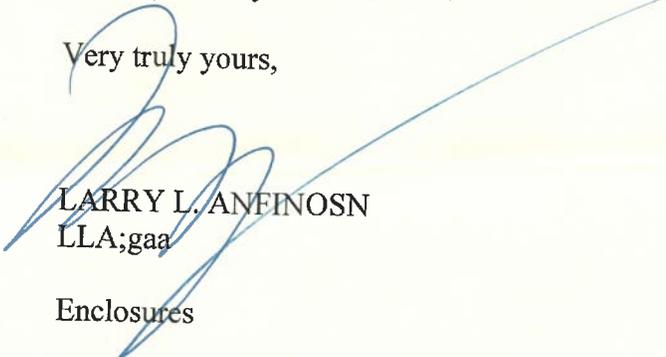
Re: Our Clients: Cal A. Wilson/Kim A. Wilson  
Wilson-Stagg Subdivision in Story County, Iowa.

Dear Jerry/Marcus:

We have enclosed with this letter our Title Opinion dated May 20, 2020, and an executed "Acknowledgement of Consent and Dedication of Final Plat of Wilson-Stagg Subdivision." We will get you an executed Certificate of County Treasurer with regard to the payment of all real estate taxes. It is my understanding that our Surveyor has delivered Final Plat Surveys and his Certificate to your office. Please let us know what else you may need in order to start the process for the approval of this subdivision. I know that you will need to get a signature from the Auditor approving the Plat at some point in time.

Thank you for your assistance.

Very truly yours,

  
LARRY L. ANFINSON  
LLA:gaa

Enclosures

ANFINSON & LUCE, P.L.C.  
ATTORNEYS AT LAW

LARRY L. ANFINSON

TIMOTHY J. LUCE

726 WEST FOURTH STREET  
WATERLOO, IA 50702-1504  
TELEPHONE: (319) 235-9507  
FAX: (319) 233-8041  
EMAIL: office@anllaw.com

May 20, 2020

Mr. and Mrs. Calvin E. Wilson  
2574 Indian Hills Road  
Cedar Rapids, IA 52403

**Abstract of Title to:**

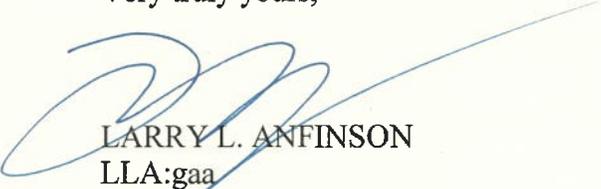
A subdivision of that part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 83 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, lying West of U.S. Interstate #35, being more particularly described as follows:  
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I have examined the Abstract of Title to the above described real estate commencing with a Warranty Deed dated June 4, 1883, and filed for record June 18, 1883, in Book 34, Page 515, which Abstract was last continued by Abstract & Title Services Story County to May 7, 2020, at 8:00 a.m., and I find that marketable title in fee simple to the real estate described in the Abstract is vested in:

**CALVIN E. WILSON AND KIM A. WILSON,  
a married couple,  
as joint tenants with full rights of survivorship  
and not as tenants in common**

We find no tax liens, mortgages, judgments, or any other encumbrances against the above described real estate.

Very truly yours,



LARRY L. ANFINSON  
LLA:gaa  
T.G. #1191





## **Board of Supervisors**

June 23, 2020

# Sub07-20 Wilson-Stagg Agricultural Subdivision

---

## Applicant/Property Owner

Cal Wilson  
5225 Timber View Drive  
Cedar Rapids, IA 52411

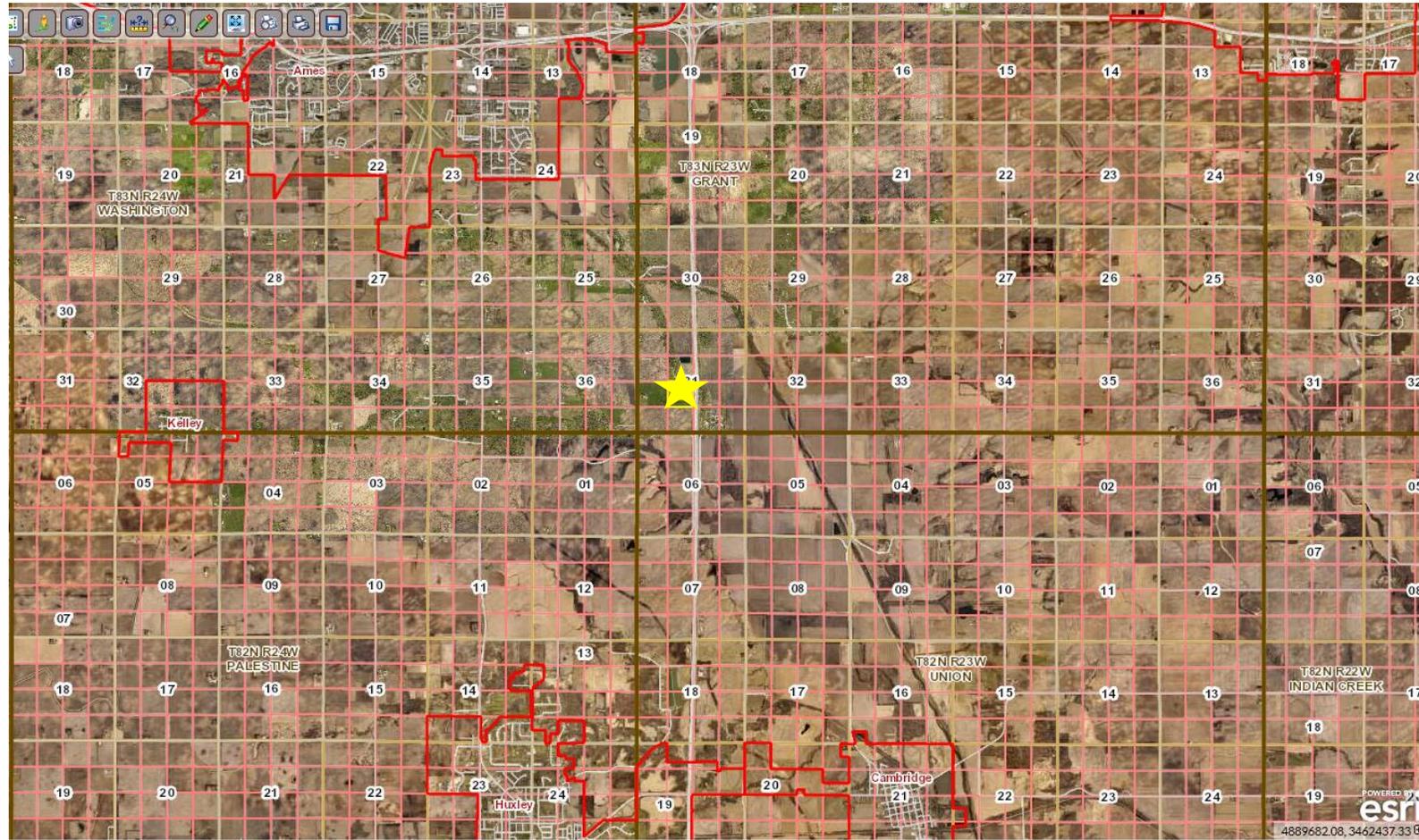
## Property Location

Grant Township (Section 31, Township  
83, Range 23)  
10-31-300-210  
10-31-300-260  
East of 560<sup>th</sup> Ave  
North of 280<sup>th</sup> St

## Districts

A-1 Agricultural District  
Mary Greeley Ambulance and Nevada Fire  
Department  
Ballard School District  
Consumers Energy and Xenia Rural Water  
Skunk River #4 Drainage District

# Location

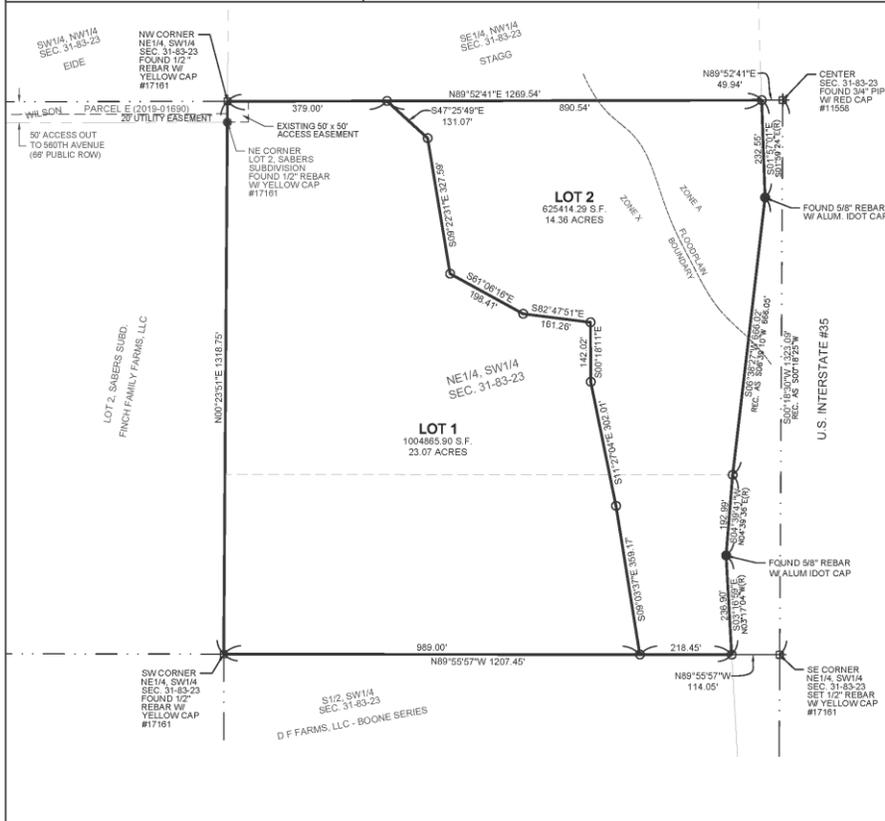


# Subject Property

- Lots created through the Agricultural Subdivision process are not considered buildable.
- There are no improvements on either of the proposed lots.



<b>FINAL PLAT</b> <b>WILSON-STAGG SUBDIVISION</b>	
<b>LOCATION:</b>	AN AGRICULTURAL SUBDIVISION IN THE NE1/4, SW1/4 SEC. 31-83-23 STORY COUNTY, IOWA.
<b>PROPRIETOR:</b>	CALVIN E. & KIM A. WILSON 523 TIMBER VIEW DR. N.E. CEDAR RAPIDS, IA 52411
<b>SURVEYOR:</b>	R. BRADLEY STUMBO, PLS #17161 FOX ENGINEERING ASSOCIATES, INC. AMES, IA 50010 515-233-0000



**Legal Description:**  
A subdivision of that part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, lying West of U.S. Interstate #65, being more particularly described as follows: Beginning at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence N89°52'41"E, 1269.54 feet along the north line thereof to the west line of U.S. Interstate #65; thence following said line S01°57'01"E, 232.55 feet; thence S06°38'27"W, 666.02 feet; thence S04°39'41"W, 192.99 feet; thence S03°16'59"E, 236.90 feet to the south line of said Northeast Quarter of the Southwest Quarter; thence N89°55'57"W, 1207.45 feet to the Southwest Corner thereof; thence N00°23'51"E, 1318.75 feet to the point of beginning, containing 37.43 acres.

**Notes:**  
1. This subdivision is for agricultural purposes only and is not intended for development except in conformance with the Story County development regulations.  
2. Additional divisions of the lots created with the agricultural subdivision are not permitted unless the entire subdivision is considered for platting purposes.  
3. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.

Districts:  
Zoning: A-1 (Agricultural)  
School: Ballard  
Ambulance: Mary Greeley  
Drainage: Skunk River #4  
Fire: Nevada  
Utilities: Xenia Rural Water, Consumers Energy

○ = SET 12" REBAR W/ YELLOW CAP #17161



 FOX Engineering Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-0000 FAX: (515) 233-0103	I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.   R. BRADLEY STUMBO, PLS License number 17161 My license renewal date is December 31, 2021.	6/10/2020  DATE	
	JOB# 14027-20A    DATE: 6/10/20    PAGE 1 OF 1		

# Proposed Division

- Proposed Lot 1, a 23.07 net-acre lot, in agricultural row crop production. There is an existing access easement on proposed Lot 1 granted to the parcel to the north.
- Proposed Lot 2, a 14.36 net-acre lot, in woodlands.
- Neither lot is considered buildable.

# Land Use

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**The subject property is designated as Agricultural Conservation Area by the Cornerstone to Capstone (C2C) Comprehensive Plan: “These areas encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity.” Principles for the designation include to encourage high-value agriculture lands to remain in production, direct non-agricultural development to other C2C Plan Designations, and limit conflicts between agricultural uses, residences, and other uses. The subject property currently has approximately 22 acres in row crop production.**

# Surrounding Land Use



The parcel is completely surrounded by A-1 Agricultural district.

There are no parcels containing a dwelling contiguous to the subject parcel.

15 parcels within a quarter mile of the subject property. 2 contain single-family dwellings.



Looking North on 560<sup>th</sup> St at access drive



Looking South on 560<sup>th</sup> St from access drive



Looking East at access



Looking West at access drive



Looking Southeast at Access Easement on Lot 1



Looking Northeast at access easement on Lot 1

# Applicable Regulations – Story County Land Development Regulations

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1. The lots created by the subdivision are intended to be used for agricultural purposes;
2. The subdivision contains no new development lots;
3. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use; and
4. The subdivision lies wholly within the A-1 or A-2 Districts. (Ordinance No. 184)
5. No Residential or Minor subdivisions have been approved for the tract(s) being divided after December 31, 2003. (Ordinance No. 160)

# Comments from the Public and Cities

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The following comments are part of the official record of the proposed Agricultural Subdivision Plat – Wilson-Stagg Subdivision, Case No. 07-20. If necessary, conditions of approval may be formulated based on these comments.

The application materials were forwarded to the members of the Interagency Review Team on June 1, 2020. The following comments were received:

Story County Assessor: None

Story County Engineer: Lot 2 should have a legal access created in case it is sold in the future. **Stagg family communicated with staff that they will adjoin proposed Lot 2 with their exiting parcel to the north.**

Story County Environmental Health: None

## General Public

Notification letters were mailed to surrounding property owners within a quarter-mile regarding the public meeting on the subdivision request June 17, 2020. No comments were received as of the writing of this report.

## Cities within Two Miles

None.

# Comments from Planning and Development

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- Please add the following district information to the subdivision plat drawing. See Story County Land Development Regulations Ch. 87.07 2. A. 11 for details.
  - Fire: Nevada Fire Department
  - Utilities: Xenia Rural Water and Consumers Energy
- Please add the 100-year flood plain information generally in the northeast of proposed Lot 2. See Ch. 87.07 2. A. 12 for details.
- Planning and Development staff will need to take site photos of the property as part of the review and for the presentation to the Board of Supervisors. Staff would like this to occur the week of June 8th or 15th. You do not need to meet staff on-site. Please confirm that you give staff permission to complete the site review.
- Story County Land Development Regulations: Land Division Requirements, Section 87.06 (1), Subsection A, states that the lots created through an agricultural subdivision must be used for agricultural purposes and no development lots (buildable for a dwelling) can be created. Please describe the purpose of the subdivision and how the lots will be used for agricultural purposes.
- There is floodplain on proposed Lot 2. Approval of a floodplain development application and compliance with Story County's adopted floodplain management regulations would be required for any proposed development in the floodplain, including driveways and roads.

# Analysis

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Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process.

1. The goal of the subdivision is to partition land and to sell proposed Lot 2 to the adjacent property owner (Stagg).
2. The subdivision meets all requirements and standards for an Agricultural Subdivision.
3. The use of the proposed Lots will remain the same; for agriculture row crops and woodlands.
4. The lots are not to be used for development unless in conformance with the Story County Land Development Regulations.
5. Additional divisions of the lots created with the agricultural subdivision are not permitted unless the entire subdivision is considered for platting purposes.
6. The existing access easement on proposed Lots 1 will continue to serve the adjacent parcel to the north. Section 88.04 on access and access easement requirements apply only to development lots—the lots created through an Agricultural Subdivision are not considered development lots (see Section 87.06). A note has been added to the plat that the lots are not intended for development.
7. There is floodplain on proposed Lot 2 along South Skunk River. No development on the property is proposed.
8. There are two dwellings within a quarter mile. All other adjacent parcels and parcels within a quarter mile are in agricultural production, a total of 13 other parcels.

# Recommendation and Board of Supervisors Alternatives

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**Story County Planning & Development Staff recommend the approval of the Wilson-Stagg Agricultural Subdivision, as proposed (alternative #1).**

- 1. The Story County Board of Supervisors approves Resolution #20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, as put forth in SUB07-20.**
2. The Story County Board of Supervisors approves Resolution #20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, with conditions, as put forth in SUB07-20.
3. The Story County Board of Supervisors denies Resolution #20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, as put forth in SUB07-20.
4. The Story County Board of Supervisors tables the decision on Resolution #20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, as put forth in SUB07-20 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisor's agenda.

**LOCAL WORKFORCE DEVELOPMENT AREA 11  
CHIEF ELECTED OFFICIALS  
SHARED LIABILITY AGREEMENT**

This Agreement is entered into by and between the Boards of Supervisors of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren Counties, hereinafter collectively referred to as the “Party” or “Parties,” to each appoint a Chief Elected Official (“CEO”) to oversee a Local Workforce Development Area and agree to the terms and responsibilities of the receipt and distribution of grant funds from Iowa Workforce Development (“IWD”), pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014.

**WHEAREAS**, on March 25, 1999, the Governor of Iowa, pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, determined the counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren shall comprise the Local Workforce Development Area 11 (LWDA 11); and

**WHEAREAS**, the counties of Boone, Dallas, Jasper Madison, Marion, Polk, Story and Warren desire to participate in and be members of a LWDA 11 as designated by the Governor; and

**1. PURPOSES**

To reiterate and memorialize the process and method of designating a Chief Elected Official (CEO).

To establish the powers, responsibilities and duties of the CEOs designated pursuant to this Agreement and the WIOA of 2014.

To establish the process and method the CEOs will use in the determination of the Chief Lead Elected Official (CLEO) and Vice Chief Lead Elected Official (Vice CLEO).

To establish the process and method the CEOs will use to nominate, appoint, or remove members of the Local Workforce Development Board (LWDB).

To establish the process and method the CEOs will use to designate the Fiscal Agent as the Grant Sub-recipient.

The terms and conditions, which follow, reflect the joint understanding among the Parties to this Agreement and shall be the essential elements of the mutual considerations of this Agreement.

**2. TERM**

This Agreement shall be effective upon the approval of the Boards of Supervisors of each of the member counties and the filing of this Agreement with the Secretary of State. This Agreement shall continue until the WIOA of 2014 is rescinded, or the Governor of Iowa changes the designated LWDA 11, or upon the CEOs amending this Agreement, or the end of the thirty (30) years from the date this Agreement has been approved.

**3. CEO DESIGNATION, ORGANIZATION and ADMINISTRATION**

A. The County Board of Supervisors Chair or a designee, from within the Board, shall be designated as the Chief Elected Official (CEO) for each Party to form the LWDA 11 CEO Board.

B. Each designated CEO shall collectively establish and appoint members to the Local Workforce Development Board (LWDB), known as the Central Iowa Workforce Development Board (CIWDB).

C. CEO decisions and actions required or any disputes arising under or relating to this Agreement shall be made in a democratic manner and each CEO shall have an equal vote in all deliberations. A simple majority vote shall be required to approve or deny any action required to fulfill the CEO responsibilities and duties contained in this Agreement.

D. The CEOs shall designate and elect a Chief Lead Elected Official (CLEO), and Vice Chief Lead Elected Official (Vice CLEO) by majority vote of the CEOs. The election shall take place at the meeting occurring on or after May first of each year. The elected CLEO shall be appointed to serve for at least a one (1) year term beginning on the day following the election.

E. In the event that the CLEO is unable to serve, the Vice-CLEO will succeed to such position.

F. The CLEO shall act as duly authorized signatory for the CEOs/LWDB on all agreements, grants, or on any other document requiring a signature and duly approved by the CLEO, in order to be legally binding. The CLEO shall serve as the primary point of contact for Iowa Workforce Development (IWD) in the dissemination of information to the CEOs and to the LWDB/CIWDB.

G. In the absence of the CLEO, the Vice CLEO may sign on behalf of the CEO and serve as the primary point of contact for IWD.

H. The CLEO will not serve as the highest-ranking officer on any Board or other entity that governs the Fiscal Agent (if independent from the CLEO's unit of Government) or a direct service provider.

I. Vice CLEO. At the request of the CLEO or in the absence of the CLEO, or during his/her inability to act, the Vice CLEO shall assume the powers and duties of the CLEO. The Vice CLEO shall have such other powers and perform such other duties as may be assigned to him/her by the CEOs.

J. The CEOs may establish such standing, special and advisory committees as deemed appropriate. Any committee established hereunder by the CEOs may be abolished by the CEOs at any time.

K. A regular meeting of the CEOs shall be held on or after May first of each year and as the CLEO determines necessary or by petition to the CLEO from those members constituting a minimum of 20% of the members of the CEOs.

L. At a minimum, CEOs will meet jointly with the LWDB/CIWDB. Meetings will occur quarterly in the months of February, May, August and November.

M. CEOs may participate in meetings via telephone and electronic means such as Facetime, Skype and webinars when such technology is available and functioning at the meeting location.

N. Because the CEOs and LWDB/CIWDB are comprised of public entities and will have the authority to apply for and receive funds and make other recommendations, the CEO Board and LWDB shall be deemed to constitute governmental bodies subject

to Iowa open meeting and open records laws (Chapters 21 and 22 of the Code of Iowa). The CLEO, through the administrative support from the LWDB/CIWDB staff, shall cause the agendas and minutes of the CEO and LWDB/CIWDB meetings to be prepared, appropriately published and distributed to the CEOs and board members.

O. Conflict of Interest. Whenever a potential conflict of interest arises, either directly or indirectly, the CEOs and LWDB members shall act to the benefit of the local workforce development area and not their own interests. When any such situation occurs, the affected CEO or board member is required to disclose the possible conflict of interest. In such a situation, the CEO or Board member may participate in discussion but must abstain from voting. CEOs and LWDB/CIWDB members shall sign a conflict of interest attestation form annually.

P. Election of New CEO. When a new CEO is elected in a county within the LWDA, the newly elected official must submit to the LWDB a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement and reserves the option to request negotiations to amend the CEO Agreement at any time during the official's tenure as a CEO.

Q. Selection of New CLEO. When a new CLEO is selected in accordance with the CEO Agreement, the newly selected CLEO must submit to the LWDB and IWD a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement, and will apprise IWD of the change in CLEO designation.

#### **4. FINANCING**

This joint cooperative undertaking is to be financed by the federal fund allocated to LWDA 11 under the WIOA of 2014 as amended and with funds that the CEOs may apply for and receive on behalf of the LWDA 11 Workforce Development Center System.

#### **5. CEO POWERS, RESPONSIBILITIES AND DUTIES**

The roles and responsibilities of the CEOs/CEO Board include:

- A. Select a CLEO.
- B. Secure nominations for the Local Workforce Development Board and subsequent vacancies in accordance with Iowa Code Section 84A.4(2).
- C. Serve as grant sub-recipient of WIOA funds.
- D. Recommending to the CLEO an organization to designate as the Fiscal Agent to serve as sub-recipient for WIOA funds and the roles and responsibilities under which the Fiscal Agent is to operate. The designation of a Fiscal Agent shall not absolve the Parties/CEOs of their collective liability for misspent WIOA funds.
- E. In partnership with IWD:
  1. The LWDB, CEOs and IWD shall negotiate and reach agreement on local performance accountability measures.
  2. CEOs will consult with IWD in the development of a reorganization plan, following decertification of the LWDB for fraud, abuse, failure to carry out functions, or non-performance.
  3. CEOs will ensure the provision of Rapid Response activities in the local area.

4. CEOs, IWD and the LWDB/CIWDB, shall establish and operate a fiscal and management accountability information system based on guidance established by the Secretary after consultation with IWD, CEOs and the one-stop service partners (such guidelines shall promote efficient collection and use of fiscal and management information for reports and monitoring the use of funds made available and for preparing the annual report).
5. The CEOs will consult with IWD regarding any federal or state funded activity in the local area.

F. In partnership with the LWDB/CIWDB:

1. Establishing bylaws for the LWDB/CIWDB.
2. CEOs and the LWDB/CIWDB shall develop, agree on and submit a local plan to IWD that meets local workforce development needs and the requirements of WIOA.
3. The local plan must be consistent with the state plan.
4. CEOs shall approve the local plan.
5. CEOs and LWDB shall conduct oversight for WIOA Title I programs and the American Job Center (AJC) in the local area.
6. In fulfilling oversight responsibilities of the WIOA, CEOs shall receive from the designated Fiscal Agent and service providers the following information for review prior to each meeting:
  - a) Reports and documents that summarize the current financial condition of all WIOA grants awarded to LWDA 11, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities.
  - b) Reports and documents that summarize current program performance in LWDA 11 against the negotiated performance standards required under WIOA, including whether the local area is meeting, exceeding or failing to meet each performance standard.
  - c) Reports and documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate financial liability.
7. CEOs and LWDB shall ensure the appropriate management, investment and use of the funds provided to the local area to maximize performance outcomes.
8. The LWDB, with approval of the CEOs, shall select a one-stop operator and service provider(s) through competitive process and may terminate for cause the eligibility of such operator pursuant to WIOA section 107(d)(10)(A)(ii).
9. CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.
10. The LWDB, with approval of the CEOs, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the delivery system in the local area with One- Stop Partners. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved at scheduled meetings.
11. The LWDB/CIWDB shall develop a board budget annually, with approval of the CEOs. The LWDB/CIWDB, with the assistance of the Fiscal Agent, shall develop a budget consistent with the local plan for its activities and submit the budget to the CEOs for their approval. The Fiscal Agent must distribute grant

funds as approved by the CEOs, provided the disbursement does not violate WIOA or any other applicable law.

## **6. MISSPENT FUNDS OR DISALLOWED COSTS**

A. The CEOs expect the Fiscal Agent to assume primary liability for any disallowed costs associated with the provision of Fiscal Agent services and shall be held liable for any disallowed costs by the CEOs.

B. In the event WIOA fund expenditures are disallowed and Parties/CEOs are unsuccessful at obtaining repayment from the entity responsible for incurring the disallowed cost or the Fiscal Agent, each Party shall be responsible for a portion of any such liability. The apportionment shall be divided equally between the eight counties in the LWDA identified as Parties to this Agreement.

C. The Parties/CEOs agree that any required repayment of disallowed expenditures must be made from non-federal funding sources.

## **7. DISPUTE RESOLUTION**

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

## **8. LOCAL WORKFORCE DEVELOPMENT BOARD (Central Iowa Workforce Development Board)**

### **A. Nominations**

1. CEOs shall seek board member nominations from private sector local business organizations and trade associations.
2. The CLEO shall contact appropriate local private sector businesses, workforce entities, labor representatives, educational entities, and chambers of commerce serving the local service area to request nominations for LWDB membership.
3. When nominating an individual to serve on the LWDB, all nominating organizations shall complete and submit the following nomination documents to the CLEO for membership consideration, selection and appointment:
  - a) Signed Conflict of Interest form,
  - b) Signed Member Nomination form.
4. CLEOs shall submit nomination and appointment documentation, for LWDB/CIWDB membership, to Iowa Workforce Development (IWD) for review, approval and confirmation of the proposed appointee.

### **B. Appointments**

The CEOs have the exclusive responsibility to appoint members to the LWDB/CIWDB from the individuals recommended or nominated by each class of membership.

1. CEOs shall have a majority vote, to appoint nominees to the LWDB. Private sector board members shall be appointed for four-year terms. CEOs shall not

appoint nominees to the LWDB until the CLEO has received confirmation from IWD that the appointment has been approved.

2. CEOs shall appoint members to ensure that at all times a majority of the LWDB members (a minimum of 51%) are business representatives, which represent business owners, chief executive officers, and other executives with optimum policy making or hiring authority, and provide employment in in-demand industry sectors or occupations in the local area. At least two of the business representatives must represent small business as defined by the Small Business Administration.
3. CEOs shall appoint members to ensure that at all times not less than 20% of the LWDB/CIWDB members are workforce representatives, which represent labor organizations, joint labor-management or union, affiliated registered apprenticeship programs, nominated by labor organizations, federations or other employee representatives. Additional board members can be filled by community-based organizations that have demonstrated experience and expertise addressing education, training or employment needs of veterans or individuals with disabilities; organizations that have demonstrated the experience and expertise in addressing education, training or employment needs of eligible youth, including out-of-school youth.
4. CEOs shall appoint members to ensure that at all times there is a representative from adult education and representative from higher education, including community colleges, providing workforce investment activities. Additional positions may include representatives of local education agencies and community-based organizations with experience and expertise in serving individuals with barriers to employment.

a). When there are multiple local area providers of adult education services and higher education institutions providing workforce activities, CEOs will solicit nominations from those providers and institutions. This requirement provides for a representative selection process for these membership categories.

5. CEOs shall appoint members to ensure that at all times there is a representative from economic and community development entities, a member from the state employment services under the Wagner-Peyser Act, and a representative from Vocational Rehabilitation. The employment services and Vocational Rehabilitation representatives must be nominated by the Director of the respective state departments. Additional positions may include representatives from agencies providing transportation, housing, or public assistance programs or philanthropic organizations. CEOs will attempt to seek nominations and appointments to include representation from each of the eight counties.
6. Individuals may be appointed as a representative of more than one required entity, if the individual meets all the criteria for representation described above.
7. CEOs shall appoint members to ensure overall members of the LWDB, excluding the Wagner-Peyser Act and Vocational Rehabilitation representatives, is balanced by gender and political affiliation. After applying the exclusions, no more than one half plus one of the remaining board members will be composed of any one gender or political party.
8. CEOs shall determine if any additional members should be appointed beyond the minimum required by WIOA. If such additional appointments are made, the

51% local business representative membership and 20% labor representative membership requirements shall be maintained.

9. CEOs shall perform an annual assessment of the LWDB's membership and performance to ensure the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

#### C. Reappointment

1. The CLEO is responsible for all reappointments. New nominations are required for all appointments from nominating organizations.
2. The CLEO must process reappointments within 60 business days from the effective date of the term expiration. During the 60-day period, the LWDB shall be able to legally act as a board and conduct business. If the CLEO fails to reappoint a LWDB member in a required category within 60 business days, the LWDB will be out of compliance with its membership composition requirements, and any business conducted will not be considered legal, unless the LWDB has a waiver in place in accordance with Vacancies.

#### D. Mid-term Appointment

1. LWDB members replacing outgoing members mid-term, will serve the remainder of the outgoing member's term.

#### E. Change in Status

1. LWDB members may continue to serve on the LWDB until:
  - a) Their term expires; however, the member may continue to serve until the replacement nominee's required documents are confirmed and approved by IWD.
  - b) The classification under which they were appointed changes.
  - c) The CEOs vote to remove the member.
  - d) The member becomes incapacitated or otherwise unable to complete their term.
  - e) The member resigns. A resignation is not effective until it has been accepted by the CLEO.
2. LWDB members who no longer hold the position or status that made them eligible to represent a required sector on the LWDB must resign or be immediately removed by the CLEO as a representative of that sector or entity.
3. Any changes to the membership of the LWDB must be reported to IWD within 10 business days from the date of the change. Notification shall include:
  - a) The name of the LWDB member.
  - b) The nature of the change (resign, removal, etc.)
  - c) The organization represented.
  - d) Job title.
  - e) Category of inclusion (business, workforce, education & training, government / economic and or community development, etc.)

Nominations and appointments for the Central Iowa Workforce Development Board shall be made in compliance with Iowa Code section 84A.4(1). To the extent possible each county will be represented.

#### F. Vacancies

1. CEOs will make every effort to ensure LWDB vacancies are filled within 60 days from the time the vacancy was created, or submit a written request for a Waiver to IWD.

#### G. Removal

1. The CLEO shall remove a LWDB member in the event any of the following occurs:

- a) Documented violation of conflict of interest.
- b) Failure to meet LWDB member representation requirements, as defined in the WIOA and in accordance with the LWDB membership requirements.
- c) Documented proof of fraud and or abuse.
- d) LWDB members may be removed for other factors outlined in LWDB bylaws.

### **9. INSURANCE**

The Parties of this Agreement agree that the Central Iowa Workforce Development Board shall purchase such insurance as is necessary to fully insure the Chief Elected Official Board and indemnify its member counties, their elected officials or designees and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act arising wholly or in part by any act or omission of the Chief Elected Official Board, the LWDB/CIWDB or any of its members, the-fiscal agent or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney's fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained shall name Central Iowa Workforce Development Board and the Chief Elected Official Board members as insureds, and shall include, but not be limited to, coverage for directors' and officers' liability, crimes committed, professional liability, general liability, sexual abuse, worker's compensation, automobile and fiduciaries liability.

### **10. DESIGNATION OF FISCAL AGENT**

WIOA requires the CEOs to serve as the local grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. Under a majority decision CEOs may also elect through majority vote to designate a fiscal agent to administer these funds and to fulfill the role of grant sub-recipient. Even if CEOs designate a grant sub-recipient and fiscal agent, they remain liable for any misused funds and for expenditures that are determined unallowable under WIOA. The fiscal agent will:

- A. Receive funds.
- B. Disburse funds as directed by the LWDB/CIWDB.

- C. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget (OMB) circulars, WIOA, and IWD policies.
- D. Respond to audit financial findings.
- E. Maintain proper accounting records and adequate documentation.
- F. Prepare financial reports.
- G. Provide technical assistance to contractors regarding fiscal issues.
- H. At the direction of the LWDB/CIWDB, the fiscal agent may also:
  - 1. Procure contracts or obtain written agreements.
  - 2. Conduct financial monitoring on service providers, and
  - 3. Ensure independent audit of all employment and training programs.

## **11. GENERAL PROVISIONS**

- A. **ENTIRE AGREEMENT:** This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
- B. **AMENDMENTS:** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties. Mutual consent shall be determined by at least two-thirds (2/3) roll call vote of the members of the CEO Board at any regular or special meeting for which the members were notified at least ten (10) calendar days prior to said meeting.
- C. **NOTICE:** Whenever any party desires or is required to give notice unto another party, notice shall be given in writing sent by registered United States Mail with Return Receipt Requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph or by electronic notice at the e-mail address provided for notifications. The Parties designate the seat of the Legislative Body for their county as the place for giving notice pursuant to this Agreement.
- D. **CHOICE OF LAW:** This Agreement shall be deemed to be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- E. **SEVERABILITY:** In the event that any portion or provisions of this Agreement or the application of any such provision to any party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.

F. WAIVER: Any waiver of any term or condition by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition. r.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement on separate signature pages for each municipality member of the Chief Elected Official Board and on the respective dates which accompany each signature;

SIGNATURE PAGE

IN WITNESS WHEREOF, \_\_\_\_\_ COUNTY EXECUTES THIS 28E AGREEMENT, TO BE A MEMBER OF LOCAL WORKFORCE DEVELOPMENT **AREA 11**

EFFECTIVE \_\_\_\_\_:

By: \_\_\_\_\_  
\_\_\_\_\_ (print name)

(name of county) County Board of Supervisors, Chairperson

ATTEST: \_\_\_\_\_  
\_\_\_\_\_ (print name)

(name of county) County Auditor

ACKNOWLEDGEMENT BY NOTARY

STATE OF IOWA                    }  
  }ss.

(name of county) COUNTY                    }

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of \_\_\_\_\_ County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said \_\_\_\_\_ County, Iowa, by authority of its Board of Supervisors and that said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and For Said County And State of Iowa

RESOLUTION

A RESOLUTION PROVIDING FOR COOPERATION WITH OTHER GOVERNMENTAL UNITS IN THE CREATION AND OPERATION OF THE SERVICE DELIVERY LOCAL WORKFORCE DEVELOPMENT AREA 11 CONSORTIUMS

WHEREAS, the Governor of Iowa determined that the counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren shall comprise Local Workforce Development **Local Workforce Development Area 11** pursuant to the WIOA of 2014, and

WHEREAS, the WIOA of 2014 requires, and Chapter 28E, Code of Iowa (2019) allow, units of local government to indicate their joint participation in the WIOA, by executing a joint exercise of powers agreement in accordance with those laws and regulations, and

WHEREAS, the heretofore-named counties desire to participate in, and be a member of **Local Workforce Development Area 11** as designated by the Governor:

NOW, THEREFORE, BE IT RESOLVED BY the county of \_\_\_\_\_, Iowa that it does hereby pledge its cooperation with the governing bodies of other cooperating governmental units in the creation and operation of the Chief Elected Official **Local Workforce Development Area 11** Board by adopting the Articles of Agreement of such Board which is attached hereto and by this reference made a part hereof.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
(name of county) County Board of Supervisors, Chairperson

Attest:

I, \_\_\_\_\_, Auditor of the County of \_\_\_\_\_, Iowa do hereby certify that the foregoing Resolutions number \_\_\_\_\_ was duly and regularly adopted by this governing body on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(name of county) County Auditor

## Shared Liability Agreement Acronyms and Definitions

**AJC**- American Job Center. In Iowa, they are the Iowa**WORKS** centers. The center in central Iowa is located in Des Moines on Army Post Road.

**CEO**- Chief Elected Official. In Iowa, CEOs are county elected officials.

**CIWDB**- Central Iowa Workforce Development Board. This is the name of the local workforce development board in LWDA 11/Region 11. CIWDB/LWDA 11 serves Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren Counties.

**CLEO**- Chief Lead Elected Official. This is the person the CEOs select as the chair of the CEO Board and the primary contact of the local area.

**IWD**- Iowa Workforce Development. State agency providing employment services.

**LWDA**- Local Workforce Development Area (formerly known as regions). This is a generic term.

**MOU**- Memorandum of Understanding. The MOU is a document all of the workforce partners sign to acknowledge how they plan to work together to serve the needs of the local area.

**OMB**- Office of Management and Budget. Federal agency accountable for oversight of policies and procedures of federal programs.

**WIOA**- Workforce Innovation and Opportunity Act. Replaced the Workforce Investment Act (WIA) to increase coordination of workforce development and related programs. WIOA legislation was signed into law in 2014.

**STORY COUNTY, IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION #20-111**

Providing for Cooperation with Other Governmental Units  
in the Creation and Operation of the Service Delivery  
Local Workforce Development Area 11 Consortiums

**WHEREAS**, the Governor of Iowa determined that the counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren shall comprise Local Workforce Development **Local Workforce Development Area 11** pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014; and

**WHEREAS**, the WIOA of 2014 requires, and Chapter 28E, *Code of Iowa* (2019) allows, units of local government to indicate their joint participation in the WIOA, by executing a joint exercise of powers agreement in accordance with those laws and regulations; and

**WHEREAS**, the heretofore-named counties desire to participate in, and be a member of **Local Workforce Development Area 11** as designated by the Governor:

**NOW, THEREFORE, BE IT RESOLVED** that the County of Story, Iowa, that it does hereby pledge its cooperation with the governing bodies of other cooperating governmental units in the creation and operation of the Chief Elected Official **Local Workforce Development Area 11** Board by adopting the Articles of Agreement of such Board which is attached hereto and by this reference made a part hereof.

Approved this 23<sup>rd</sup> day of June, 2020

_____ Chair, Board of Supervisors	Attest: _____	_____ County Auditor
ROLL CALL	Lauris Olson	Yea _____ Nay _____ Absent _____
FOR ALLOWANCE	Lisa Heddens	Yea _____ Nay _____ Absent _____
	Linda Murken	Yea _____ Nay _____ Absent _____
ALLOWED BY VOTE OF THE BOARD		Yea _____ Nay _____ Absent _____
	_____ CHAIRPERSON	Above tabulation made by _____



County Outreach and Special Projects Manager  
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Administration Building  
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[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

**TO:** Story County Board of Supervisors  
**FROM:** Leanne Lawrie Harter, AICP, CFM  
**RE:** Deadlines and Application Requirements – Economic Development  
Process and Policies  
**DATE:** June 18, 2020

On Thursday, June 18, 2020, staff conducted the Pre-Application Conference via Zoom for the Urban Renewal Area Program. During this session, questions were raised for which staff seeks direction from the Board of Supervisors.

#### **Waiver of Meeting Attendance**

First, the question was raised whether the BOS would consider waiving the requirement as stated in Step 1 – Pre-Application Conference: *In order to be deemed an eligible applicant, potential applicants must attend this meeting.*

Those attending the June 18<sup>th</sup> meeting via Zoom included: Dan Culhane (AEDC), Rita Conner (City of Huxley), Kody Asmus (Nevada Community School District), Sonia Dodd (City of Gilbert), John Hall (AEDC/NEDC), Dave Thom (City of Cambridge), Jodi Meredith (City of Roland), Mark Jackson (City of Story City), Jennifer Davies (City of Slater and City of Kelley), Karen Davis (City of Zearing), Brenda Dryer (AEDC) and Lauris Olson (Story County).

#### **Extended Application Deadline**

Second, according to the adopted policies, the deadline for application submission is prior to Tuesday, July 14<sup>th</sup> (Staff set the deadline at 4:30 pm on Monday, July 13<sup>th</sup>). The question was asked whether the BOS would consider extending this timeframe. If that deadline is extended, the steps which follow Step 2 will need to be modified as well to accommodate the additional time in the process. Below is a tentative schedule based on the current deadlines:

Date/Deadline*	Task/Item
June 18, 2020	Pre-Application Conference at 2:00 pm via Zoom
July 13, 2020	Applications due by 4:30 pm
July 21, 2020	Board of Supervisors acknowledges receipt of applications and approves schedule
August 3, 2020	Consultation meeting notices sent
September 1, 2020	Presentations to the Board of Supervisors and consultation meeting Auditor presents report to Board of Supervisors





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- September 8, 2020 Written recommendations on potential projects from affected taxing entities due
- October 6, 2020 Discussion and direction by the Board of Supervisors on proposed amendments to staff, Resolution setting public hearing date for Resolution adopting amended plan. Board of Supervisors directs staff to place draft amended plan on County's website
- October 13, 2020 Time period for BOS to respond to taxing entities - no later than seven days before the public hearing on the proposed plan is held)
- October 20, 2020 Public hearing - Resolution approving amendments to the Urban Renewal Plan - Story County Urban Renewal Area

Should the BOS consider modifications to either of the two items noted above, staff will communicate that accordingly to interested parties.

Please let me know if you have any questions.



## Hiring Freeze Exemption Request

Position Title: Vegetation Management Date Submitted: 6/10/2020

Division/Department: Conservation Preferred Start Date: 7/1/2020

Requestor: Joseph Kooiker Board Approval: \_\_\_\_\_

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What job function will this position serve?

This seasonal position will assist in the implementation of Story County's Vegetation Management program in roadsides, drainage districts and other open spaces. Primary duties will include weed control and erosion control.

Why do you consider this position to be essential?

The Roadside Management program maintains roadsides to aid in safe travel and to preserve the integrity of entire rights-of-way. SCRM is also responsible for managing problem vegetation along and within its open ditches so they can keep functioning as designed. A full crew of two FTE and two seasonal employees is essential to safely keep up services provided by the department.

What are the consequences if this position is not filled?

Duties relating to weed and brush control in roadsides and open drainage ditches would be reduced by 35%. The maintenance duties not addressed this year will need to be addressed on a larger scale in the future at increased costs.

Is it possible for the job responsibilities to be performed by other staff?

SCRM team currently consists of two full time and one seasonal employee. There is no other SCRM staff to assist with operations. Borrowing staff from other departments could hinder their operations, but may be an option for special projects. This would not be a solution for our day to day operations.

What are the funding sources for this position?

The funding is currently budgeted through the FY21. The position was occupied up until June 6th. The individual left SCRM after securing a full time position with another county.

How will the department/office manage its work if this position is not authorized?

Staff will limit services in other areas prioritizing erosion control and seeding projects.