

The Board of Supervisors met on 4/23/19 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Rick Sanders, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyia.gov)

RECOGNITION OF THE 2019 STORY COUNTY CITIZEN OF THE YEAR – Murken announced the 2019 Story County Citizen of the Year is Gil Petersen of Nevada; she reported on his community service.

UPDATE ON STORYCOMM – Sanders reported on background information. Dina McKenna, Communications Commander, Sheriff's Office, provided additional detail on cost and components. Doug Houghton, Support Services Manager, Ames Police Department, reported on radio needs and pricing. Discussion took place.

AMENDMENT NO. 1 TO STORYCOMM 28E INTERGOVERNMENTAL AGREEMENT – Ethan Anderson, Story County Assistant Attorney, reported on the amendment, and the approval process between entities. Sanders moved, Olson seconded the approval of Amendment No. 1 to StoryComm 28E Intergovernmental Agreement. Discussion took place. Motion carried unanimously (MCU) on a roll call vote.

VETERANS AFFAIRS QUARTERLY REPORT – Director Brett Mclain will report on 5/7/19

HEARTLAND SENIOR SERVICES ANNUAL REPORT – Executive Director Nancy Carroll will report on 4/30/19.

MINUTES: 4/16/19 Minutes – Sanders moved, Olson seconded the approval of Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 4/26/19, in Sheriff's Office for Rameal Cooper @ \$1,712.80/bw. Olson moved, Sanders seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

Olson moved, Sanders seconded approval of Consent Agenda as presented.

1. 28E Agreements for Dispatch Services between the Story County Sheriff's Office and the following cities: Huxley, Nevada, and Story City, for \$6.00 per capita for each community, effective 7/1/19-6/30/20, and automatically extended for successive one-year periods unless the agreement is modified or terminated by mutual consent of both parties
2. 28E Agreements for Law Enforcement Services between Story County, Iowa, and the following cities: Colo, Gilbert, Kelley, Maxwell, Roland, Slater, and Zearing, for \$60.76 per capita, effective 7/1/19-6/30/20, and automatically extended for successive one-year periods unless the agreement is terminated by either party or modified by mutual consent of both parties
3. Contract between Story County and Tyler Technologies Eagle Recorder, effective 4/1/19-3/31/20, for \$17,363.00
4. FY20 Provider and Program Participation Agreement with Story Time Child Care Center, effective 7/1/19-6/30/20 for the following: Child Care-Infant (not to exceed \$3,150.00) \$9.38/full day; Child Care-Children (not to exceed \$39,765.00) \$23.74/full day
5. Employee Assistance Program Renewal between Employee and Family Resources and Story County, effective 7/1/19-6/30/20 for \$5,594.40
6. FY20 Provider and Program Participation Agreement with the Assault Care Center Extending Shelter & Support (ACCESS), effective 7/1/19-6/30/20, for the following: Emergency Shelter (not to exceed \$30,000.00) \$147.75/24-hour period of food and shelter; Domestic Abuse Crisis/Support (not to exceed \$22,977.00) \$138.00/staff hour; Sexual Abuse Crisis/Support (not to exceed \$5,863.00) \$133.00/staff hour; Court Watch (not to exceed \$2,186.00) \$138.00/staff hour; Education and Awareness (not to exceed \$1,632.00) \$127.00/staff hour
7. FY20 Provider and Program Participation Agreement with the Boys and Girls Club of Story County, effective 7/1/19-6/30/20 for the following: Youth Development/Social Adjustment - Ames (not to exceed \$19,925.00) \$24.79/client contact/day; Youth Development/Social Adjustment - Nevada (not to exceed \$4,083.00) \$11.71/client contact/day
8. FY19 Iowa Department of Transportation Secondary Roads Budget, Amendment #1
9. Purchase Agreement with Vetter Equipment for a 2019 Case IH Maxxum 135 tractor for \$88,250.00 (purchase to occur in FY20)
10. Adopt-a-Road renewal applications, effective 1/1/19-12/31/19, for the following: (a) Nevada Seventh-day Adventist Church, 260th Street from County Road S14 (620th Avenue) to 610th Avenue; (b) Kruse Family, E63 (320th Street) from 535th Avenue to 520th Avenue; (c) Iowa State University (ISU) Transportation Student Association, County Road R38 (510th Avenue) from 260th Street to 280th Street; (d) Phi Kappa Theta fraternity, R38 (500th Avenue) from Lincoln Way to Cameron School Road
11. Road Closure Resolutions: #19-37, #19-38, #19-39

Roll call vote. (MCU)

PARTICIPATION IN THE 2019 LIVE UNITED FOOD DRIVE – Leanne Harter, County Outreach and Special Projects Manager, reported on participating in the food drive and collecting for the pantry. Sanders moved, Olson seconded the approval of Participation in the 2019 Live United Food Drive. Roll call vote. (MCU)

ANNOUNCEMENT OF TOURISM FUNDING FOR FISCAL YEAR 2020 – Olson will present at a future meeting.

RESOLUTION #19-104, OPPOSING PROPOSED LEGISLATIVE CHANGES IN LOCAL GOVERNMENT – Sanders moved, Olson seconded the approval of Resolution #19-104, Opposing Proposed Legislative Changes in Local Government. Olson asked for an amendment of proposed addition with sample text. Discussion took place. No amendment was made. Roll call vote. (MCU)

ANIMAL CONTROL QUARTERLY REPORT – Director Sue McCaskey will present at a future meeting.

DISCUSSION AND DIRECTION REGARDING STORY COUNTY'S FLOODPLAIN MANAGEMENT PROGRAM – Staff will present at a future meeting.

Sanders left the meeting at 10:38 a.m.

DISCUSSION ON OPTIONS REGARDING ONBOARDING AND RECRUITMENT VIDEOS – Leanne Harter, County Outreach and Special Projects Manager, reported on options. Murken directed Harter to move forward with her plan.

UPCOMING AGENDA ITEMS: Olson reported the Ames Economic Development Commission (AEDC) will present on housing needs. Olson asked External Operations Director Deb Schildroth about Analysis of Social Services Evaluation Team (ASSET) funding process and priorities. Schildroth reported on the process.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Olson reported on the most recent Heart of Iowa Regional Transit Agency (HIRTA) meeting. Olson moved, Murken seconded to adjourn at 10:49 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
4/23/19

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

2. PLEDGE OF ALLEGIANCE:

3. PUBLIC COMMENT #1:

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

4. Recognition Of The 2019 Story County Citizen Of The Year - Leanne Harter

Department Submitting Board of Supervisors

5. Update On StoryComm - Sanders

Department Submitting BOS

6. Discussion And Consideration Of Amendment No. 1 To StoryComm 28E Intergovernmental Agreement

Department Submitting Ethan Anderson

Documents:

AMENDMENT NO 1 28E STORY COMM.PDF

7. AGENCY REPORTS:

I. Veterans Affairs Quarterly Report - Brett Mclain

Department Submitting Auditor

Documents:

VA QT.PDF

II. Heartland Senior Services Annual Report - Nancy Carroll

Department Submitting Auditor

8. CONSIDERATION OF MINUTES:

I. 4/16/19 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)new hire, effective 4/26/19, in Sheriff's Office for Rameal Cooper @ \$1,712.80/bw;

Department Submitting HR

10. 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 28E Agreement For Dispatch Services Between The Story County Sheriff's Office And The Following Cities: Huxley, Nevada And Story City For \$6.00 Per Capita For Each Community Effective 7/1/19-6/30/20 And To Continue Until The Agreement Is Modified Or Terminated By Any Of The Parties

Department Submitting Sheriff

Documents:

HUXLEY.PDF
NEVADA.PDF
STORY CITY.PDF

- II. Consideration Of The 28E Agreements Between Story County, IA And The Following Cities: Colo, Gilbert, Kelley, Maxwell, Roland, Slater And Zearing For Contract Law Enforcement Services For \$60.76 Per Capita To Begin 7/1/19-6/30/20 And Shall Continue Until Either Party Terminates Or Terms Of Contracts Are Changed

Department Submitting Sheriff

Documents:

COLO.PDF
GILBERT.PDF
KELLEY.PDF
MAXWELL.PDF
MCCALLSBURG.PDF
ROLAND.PDF
SLATER.PDF
ZEARING.PDF

- III. Consideration Of Contract Between Story County And Tyler Technologies Eagle Recorder Effective 4/1/19-3/31/20 For \$17,363.00 (Budgeted)

Department Submitting Recorder

Documents:

EAGLE SUPSCRIPTION CLAIM YEAR 3.PDF

- IV. Consideration Of FY20 Provider And Program Participation Agreement With Story Time Child Care Center Effective 7/1/19 - 6/30/20
Story Time Child Care Center - Child Care-Infant (Not to Exceed \$3,150) \$9.38/1 Full Day; Child Care-Children (Not to Exceed \$39,765) \$23.74/1 Full Day

Department Submitting Board of Supervisors

Documents:

STORY TIME CHILD CARE CENTER CONTRACT FY20.PDF

- V. Consideration Of Employee Assistance Program Renewal Between Employee And Family Resources And Story County Effective 7/1/19-6/30/20 For \$5,594.40

Department Submitting Board of Supervisors

Documents:

EAP.PDF

- VI. Consideration Of FY20 Provider And Program Participation Agreement With ACCESS Effective 7/1/19 - 6/30/20

ACCESS - Emergency Shelter (Not to Exceed \$30,000) \$147.75/1 24 Hr Period of Food And Shelter; Domestic Abuse Crisis/Support (Not to Exceed \$22,977) \$138.00/1 Staff Hr; Sexual Abuse Crisis/Support (Not to Exceed \$5,863) \$133.00 1 Staff Hr; Court Watch (Not to Exceed \$2,186) \$138.00/1 Staff Hr; Education and Awareness (Not to Exceed \$1,632) \$127.00/1 Staff Hr

Department Submitting Board of Supervisors

Documents:

ACCESS CONTRACT FY20.PDF

- VII. Consideration Of FY20 Provider And Program Participation Agreement With Boys And Girls Club Of Story County Effective 7/1/19 - 6/30/20

Boys and Girls Club of Story County - Youth Development/Social Adjustment - Ames (Not to Exceed \$19,925) \$24.79/1 Client Contact/Day; Youth Development/Social Adjustment - Nevada (Not to Exceed \$4,083) \$11.71/1 Client Contact/Day

Department Submitting Board of Supervisors

Documents:

BOYS AND GIRLS CLUB OF STORY COUNTY CONTRACT FY20.PDF

- VIII. Consideration Of FY 19 Iowa Department Of Transportation Secondary Roads Budget, Amendment #1

Department Submitting Engineer

Documents:

19 IOWA DOT SECONDARY ROADS BUDGET 1 AMENDMENT.PDF

- IX. Consideration Of Purchase Agreement For A 2019 Case Tractor For \$88,250 (Ordering In April For FY20 Purchase)

Department Submitting Engineer

Documents:

PURCHASE ORDER CASE TRACTOR.PDF

- X. Consideration Of Adopt-A-Road Renewal Application Effective 1/1/2019-12/31/2019: (A) Nevada Seventh-Day Adventist On 260th St From County Road S14(620 Ave) To 610th Ave; (B) Kruse Family On E63(320th St) From 535th Ave To 520th Ave; (C) ISU Transportation Student Association On County Road R38(510th Ave) From 260th St To 280th St; (D) Phi Kappa Theta On R38 From Lincoln Way To Cameron School Rd

Department Submitting Engineer

Documents:

PHI KAPPA THETA.PDF
ADOPT A ROAD RENEWAL.PDF

- XI. Consideration Of Road Closure Resolution(S): 19-37, 19-38, 19-39

Department Submitting Engineer

Documents:

RC 19 38.PDF
RC 19 39.PDF
RC 19 37.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

- I. Consideration Of Participation In The 2019 LIVE UNITED Food Drive - Leanne Harter

Department Submitting Board of Supervisors

Documents:

LIVE UNITED FOOD DRIVE FLIER.PDF

- II. Discussion And Consideration Of Announcement Of Tourism Funding For Fiscal Year 2020 - Lauris Olson

Department Submitting Board of Supervisors

Documents:

TOURISM GRANT FUNDING PROGRAM ANNOUNCEMENT DRAFT.PDF

- III. Discussion And Consideration Of Resolution #19-104, Opposing Proposed Legislative Changes In Local Government

Department Submitting Board of Supervisors

Documents:

RES 19 104.PDF

13. DEPARTMENTAL REPORTS:

- I. Animal Control Quarterly Report - Sue McCaskey

Department Submitting Auditor

14. OTHER REPORTS:

- I. Discussion And Direction Regarding Story County's Floodplain Management Program - Leanne Harter, Jerry Moore, And Deb Schildroth

Department Submitting Board of Supervisors

Documents:

STEPS TO TRANSFER FLOODPLAIN PERMITTING.PDF

FLOODPLAIN MANAGEMENT DISCUSSIONS WITH BOS APRIL 2019.PDF

- II. Discussion On Options Regarding Onboarding And Recruitment Videos - Leanne Harter

Department Submitting Board of Supervisors

Documents:

MEMO TO BOS ABOUT ONBOARDING APRIL 23 2019.PDF

15. UPCOMING AGENDA ITEMS:

16. 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.

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

18. 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.

Story County
Board of Supervisors Meeting
Tentative Agenda
4/23/19

NAME

ADDRESS

Rob Bowers
Doug Houghton
M. Milina
Paula Toms
Joby Brasler
Jonathan Eckhoff
Tom Hackett
Evan Anderson
Dannell Hunter
Hissa Wignell
Todd Lindblad
Deb Schildroth

5316 North St Ames, IA
3121 RED FOX ROAD AMES, IA
4806 NEMPHIS AVE, AMES, IA
LWV
Facilities
Facilities
Ames Fire, 1300 Burnett Ave. Ames
SCAO
60450 Hwy 210 Cambridge
BOS
BOS
BOS office

AMENDMENT NO. 1

To

28E Agreement

For

**AN INTERGOVERNMENTAL AGREEMENT BY THE CITY OF AMES IOWA, STORY COUNTY IOWA,
THE STORY COUNTY 911 SERVICE BOARD, AND IOWA STATE UNIVERSITY FOR THE
OWNERSHIP AND OPERATION OF AN INTEROPERABLE COMMUNICATIONS SYSTEM**

Dated December 11, 2018

Iowa Code Section 28E.12

This AMENDMENT No. 1 is by and among the City of Ames, Iowa, the County of Story, Iowa, the Story County 911 Service Board, and Iowa State University of Science and Technology, (collectively, "the Parties") and amends the Intergovernmental Agreement by the City of Ames Iowa, Story County Iowa, The Story County 911 Service Board, and Iowa State University For The Ownership And Operation Of An Interoperable Communications System entered into by the Parties on December 11, 2018 ("28E Agreement"). In consideration of the mutual covenants herein made, the Parties agree as follows:

SECTION 1. PURPOSE OF AMENDMENT

1. Parties agree that an amendment should be made to the Termination section of the 28E Agreement in order to extend the minimum ten year operating duration to fifteen years.
 - a. The Termination section of the 28E Agreement is amended to replace "for a period of ten years after its effective date" with the following: "until fifteen years after final acceptance of the permanent interoperable communications system".
2. Parties also agree that the 28E Agreement should clarify ownership of certain items being purchased in connection with the interoperable communications system
 - a. Subsection B of the Financing section of the 28E Agreement is amendment by adding the following after the last sentence: Non-infrastructure items (including but not limited to mobile and portable radios, consoles, related accessories, and the BeOn application) purchased through StoryComm will not be considered to be property acquired and held by StoryComm unless the non-infrastructure items were purchased for use by StoryComm. An entity which provides its own funding for the purchase of non-infrastructure items for its own end-users will acquire ownership to said non-infrastructure items at

the time of delivery to the entity. An entity may also fund the purchase of non-infrastructure items on behalf of another entity and its end-user; the entity funding the purchase may elect to own the purchased non-infrastructure items in its name or allow the other entity to own the items in the other entity's name.

SECTION 2. AMENDMENT ALLOWED. The 28E Agreement provides for this Amendment with an affirmative, unanimous vote of the voting members of the Board of Directors. All other terms and conditions of the 28 Agreement shall remain in full force and effect except as specifically modified by this Amendment.

Remainder of page intentionally left blank

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this 29th day of January, 2019, by and between Story County, Iowa, and the City of Huxley, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Huxley has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Huxley agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2019 and shall continue for one (1) year ending on June 30, 2020. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each November and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Huxley for its dispatching services at a rate of \$6.00 per capita based on the 2010 census figure of 3,317 for Huxley and 827 for the City of Cambridge, combined population of 4,144, for an annual fee of \$24,864.00. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the Cities of Huxley and Cambridge and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Huxley and Cambridge Wastewater Treatment Plant and transmit same to said department.

The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Huxley Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Huxley Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Huxley Police Department.
6. The Sheriff agrees to provide and allow the Huxley Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Huxley Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Huxley or his duly authorized agents or police officers, for violation of the city ordinances of Huxley and Cambridge, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Huxley Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Huxley Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Huxley Police Department.
10. The City of Huxley agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Huxley and City of Cambridge ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Huxley will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance

thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

- 13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
- 14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Huxley, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
- 15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
- 16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
- 17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
- 18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.
- 19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political subdivision of the State of Iowa

[Signature]
Story County Board of Supervisors

ATTEST: [Signature]
Story County Auditor

APPROVED:
[Signature]
Paul H. Fitzgerald
Story County Sheriff

CITY OF HUXLEY, IOWA
a municipal corporation

[Signature]
Craig D. Henry
Mayor, City of Huxley

[Signature]
John Waldeman
City Administrator



RESOLUTION NO. 19-008

**A RESOLUTION APPROVING DISPATCHING CONTRACT WITH
STORY COUNTY SHERIFF FOR FY 2020**

NOW, THEREFORE, BE IT RESOLVED that the City Council of Huxley, Iowa hereby approves said copy of contract which is attached to this Resolution, and the Mayor and City Administrator are authorized and directed to execute same on behalf of the City. ***PASSED, ADOPTED AND APPROVED*** this 19th day of January 2019.

Roll Call	Aye	Nay	Absent
David Jensen	<u> x </u>	—	—
David Kuhn	—	—	<u> x </u>
Greg Mulder	<u> x </u>	—	—
Rick Peterson	<u> x </u>	—	—
Tracey Roberts	<u> x </u>	—	—

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-008** by affixing below my official signature as Mayor of the City of Huxley, Iowa, on this the 19th day of January, 2019.



Craig D. Henry, Mayor

ATTEST:



Jolene Lettow, City Clerk

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this 28 day of January, 2019, by and between Story County, Iowa, and the City of Nevada, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Nevada has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Nevada agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2019 and shall continue for one (1) year ending on June 30, 2020. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each November and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Nevada for its dispatching services at a rate of \$6.00 per capita based on the 2010 census figure of 6,798; the annual fee is \$40,788.00. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Nevada and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Nevada Wastewater Treatment Plant and transmit same to said department.

The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Nevada Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Nevada Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Nevada Police Department.
6. The Sheriff agrees to provide and allow the Nevada Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Nevada Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Nevada or his duly authorized agents or police officers, for violation of the city ordinances of Nevada, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Nevada Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Nevada Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Nevada Police Department.
10. The City of Nevada agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Nevada ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Nevada will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.
13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall

be acquired which would require disposition upon the termination of this agreement.

- 14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Nevada, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
- 15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
- 16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
- 17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
- 18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.
- 19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

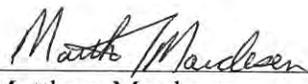
STORY COUNTY, IOWA, a political subdivision of the State of Iowa


Story County Board of Supervisors

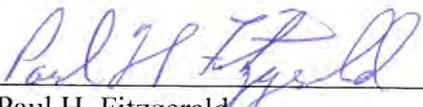
CITY OF NEVADA, IOWA a municipal corporation


Brett Barker
Mayor, City of Nevada

ATTEST: 
Story County Auditor


Matthew Mardesen
Nevada City Administrator

APPROVED:


Paul H. Fitzgerald
Story County Sheriff

RESOLUTION NO. 031 (2018/2019)

**A RESOLUTION TO ENTER INTO A 28E AGREEMENT WITH STORY COUNTY
FOR THE PROVISION OF DISPATCH AND JAIL SERVICES
FOR FISCAL YEAR 2019/2020**

WHEREAS, the City of Nevada has no facilities to house and care for prisoners committed to jail for violation of City Ordinances, State or Federal Statutes; and

WHEREAS, the City has no office wherein the Police Department may receive or dispatch telephone and radio messages on a twenty-four hour per day basis; and

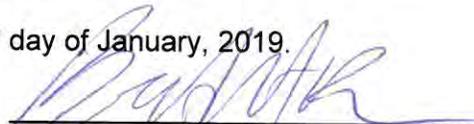
WHEREAS, the Story County Sheriff's Department has such facilities; and

WHEREAS, the Story County Sheriff's Department has submitted to the City of Nevada for its approval a proposed 28E Agreement concerning the matter, a copy of which is attached to the Resolution and marked Exhibit "A" and incorporated herein as if set out in full; and

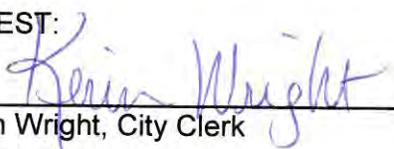
WHEREAS, it is in the best interest of the City of Nevada and the citizens thereof to enter into the proposed 28E Agreement with the Story County Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, that the City of Nevada shall contract with the Story County Sheriff's Department for jail and dispatch services beginning July 1, 2019 and continuing through June 30, 2020 for the annual fee of \$40,788.00. The Mayor and City Administrator are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 28th day of January, 2019.


Brett Barker, Mayor

ATTEST:


Kerin Wright, City Clerk

Moved by Council Member Barb Mittman, seconded by Council Member Dane Neilson, that Resolution No. 031 (2018/2019) be adopted.

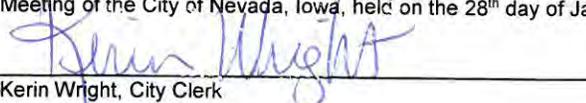
AYES: Mittman, Neilson, Sampson, Spence, Walker, Hanson

NAYS: None

ABSENT: None

The Mayor declared Resolution No. 031 (2018/2019) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 031 (2018/2019) at the regular Council Meeting of the City of Nevada, Iowa, held on the 28th day of January, 2019.


Kerin Wright, City Clerk

Prepared by Paul H. Fitzgerald, Story County Sheriff, 1315 S B Avenue, Nevada, Iowa 50201 PBX 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this 23rd day of April, 2019, by and between Story County, Iowa, and the City of Story City, Iowa and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Story City has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Story City agrees to the following terms with the Story County Sheriff's Office:

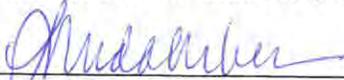
1. This contractual agreement shall commence on the first day of July, 2019 and shall continue for one (1) year ending on June 30, 2020. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each November, and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Story City for its dispatching services at a rate of \$6.00 per capita based on the 2010 census figure of 3,431; the annual fee is \$20,586.00. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Story City and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Story City Wastewater Treatment Plant and transmit same to said department. The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Story City Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Story City Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Story City Police Department.
6. The Sheriff agrees to provide and allow the Story City Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Story City Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Story City or his duly authorized agents or police officers, for violation of the city ordinances of Story City, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Story City Police Department of Public Safety and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Story City Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Story City Police Department.
10. The City of Story City agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Story City ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Story City will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Story City, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
15. As joint co-administrators the duly elected Sheriff of Story County, Iowa, and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
18. Any amendments or addendums to this agreement shall be created and passed in the same manner and with reference made to this original document.
19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

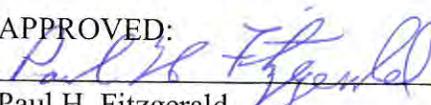
STORY COUNTY, IOWA, a political
subdivision of the State of Iowa



Story County Board of Supervisors

ATTEST: 

Story County Auditor

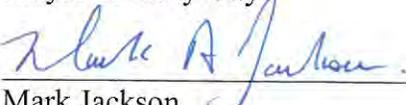
APPROVED: 

Paul H. Fitzgerald
Story County Sheriff

CITY OF Story City, IOWA
a municipal corporation



Michael Jensen
Mayor of Story City



Mark Jackson
Story City Administrator

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 4th day of February, 2019, the City of Colo and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Colo, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Colo, Iowa will pay a per capita rate of \$60.76 (based on the 2010 census of 876) to Story County, Iowa, which amounts to the annual sum of \$53,225.76. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Colo, the City Clerk of Colo, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

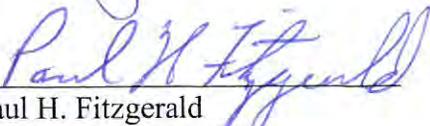
STORY COUNTY, IOWA



Story County Board of Supervisors

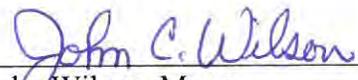


Attest: Story County Auditor

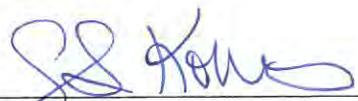


Paul H. Fitzgerald
Story County Sheriff

CITY OF COLO, IOWA



John Wilson, Mayor
City of Colo, Iowa



City Clerk for Colo, Iowa

Resolution 2019-02-01

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 19th day of February, 2019, the City of Gilbert and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Gilbert, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Gilbert, Iowa will pay a per capita rate of \$60.76 (based on the 2010 census of 1,082) to Story County, Iowa, which amounts to the annual sum of \$65,742.32. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Gilbert, the City Clerk of Gilbert, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA



Story County Board of Supervisors

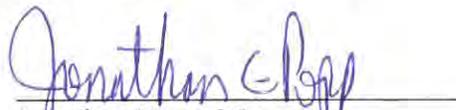


Attest: Story County Auditor



Paul H. Fitzgerald
Story County Sheriff

CITY OF GILBERT, IOWA



Jonathan Popp, Mayor
City of Gilbert, Iowa



City Clerk for Gilbert, Iowa

RECORD OF COUNCIL PROCEEDINGS FOR RESOLUTION NO. 2019-02-01

The City Council of Gilbert, Iowa, met in regular session in the council chambers, City Hall, Gilbert, Iowa, at 6:00 P.M., on February 19, 2019, with the Mayor presiding and the Council Members present and absent as indicated below. Council members moved and seconded the resolution as indicated below. The Mayor called for a vote upon the question of the approval of the motion to approve the resolution. The Council Members voted as follows:

	Present:	Absent:	Moved:	Seconded:	Yes:	No:
Frank Rydl	<u> X </u>	___	___	<u> X </u>	<u> X </u>	___
Katie Jerkins	<u> X </u>	___	___	___	<u> X </u>	___
Teri Gallahan	<u> X </u>	___	<u> X </u>	___	<u> X </u>	___
Shaon Anderson	___	<u> X </u>	___	___	___	___
Jamie Miller	___	<u> X </u>	___	___	___	___

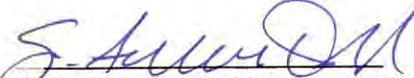
The Mayor declared the resolution adopted.

Note: The Clerk's Certificate is used to authenticate a duplicate of the original. The Clerk should not sign the certificate on the original document. The Clerk should keep the original document and record of proceedings on file in the City's permanent records at all times. The Clerk should complete the following on the duplicate when necessary to provide a "certified copy" of the original.

CLERK'S CERTIFICATE: I, the undersigned, the duly appointed, qualified, and acting City Clerk of the City of Gilbert, Iowa, do hereby certify: that I have custody of the records of the City of Gilbert; that the foregoing Resolution No. 2019-02-01 is a true and exact copy of said resolution as filed and recorded in my office; that said resolution was duly passed by the City Council, and approved as shown by the attached *Record of Action*.

In Witness Whereof, I have affixed my signature and the seal of the City of Gilbert, Iowa on this 19th day of February, 2019 :

AFXIX SEAL HERE:


Sonia Arellano Dodd, CITY CLERK

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515- 382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 12th day of February, 2019, the City of Kelley and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Kelley, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

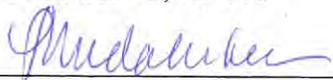
2. In consideration for the law enforcement services above described, the City of Kelley, Iowa will pay a per capita rate of \$60.76 (based on the 2010 census of 309) to Story County, Iowa, which amounts to the annual sum of \$18,774.84 This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Kelley, the City Clerk of Kelley, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

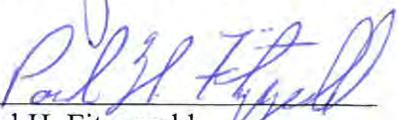
STORY COUNTY, IOWA



Story County Board of Supervisors



Attest: Story County Auditor

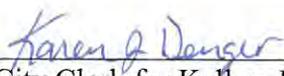


Paul H. Fitzgerald
Story County Sheriff

CITY OF KELLEY, IOWA



Kenneth L. Kling, Mayor
City of Kelley, Iowa



Karen J. Denger
City Clerk for Kelley, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 11th day of February, 2019, the City of Maxwell and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Maxwell, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Maxwell, Iowa will pay a per capita rate of \$60.76 (based on the 2010 census of 920) to Story County, Iowa, which amounts to the annual sum of \$55,899.20. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Maxwell, the City Clerk of Maxwell, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

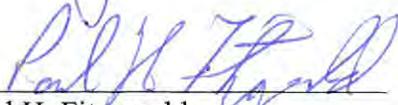
STORY COUNTY, IOWA



Story County Board of Supervisors

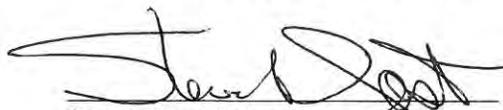


Attest: Story County Auditor

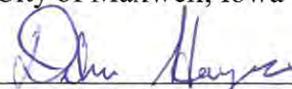


Paul H. Fitzgerald
Story County Sheriff

CITY OF MAXWELL, IOWA



Steve Gast, Mayor
City of Maxwell, Iowa



City Clerk for Maxwell, Iowa

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 4th day of February, 2019, the City of McCallsburg and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of McCallsburg, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

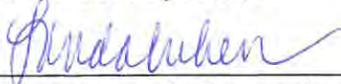
2. In consideration for the law enforcement services above described, the City of McCallsburg, Iowa will pay a per capita rate of \$60.76 (based on the 2010 census of 333) to Story County, Iowa, which amounts to the annual sum of \$20,233.08. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

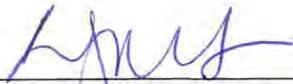
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of McCallsburg, the City Clerk of McCallsburg, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

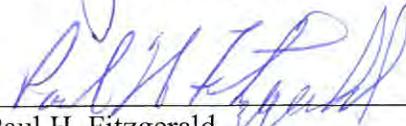
STORY COUNTY, IOWA



Story County Board of Supervisors



Attest: Story County Auditor

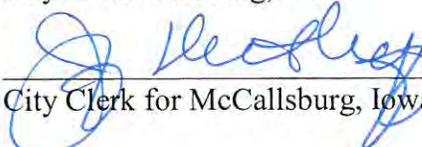


Paul H. Fitzgerald
Story County Sheriff

CITY OF MCCALLSBURG, IOWA



Mayor Chris Erickson
City of McCallsburg, Iowa



City Clerk for McCallsburg, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 16th day of January, 2019, the City of Roland and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Roland, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Roland, Iowa will pay a per capita rate of \$60.76 (based on the 2010 census figures of 1,284) to Story County, Iowa, which amounts to the annual sum of \$78,015.84. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Roland, the City Clerk of Roland, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

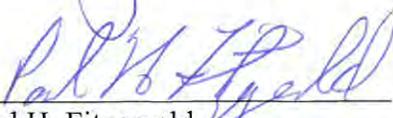
STORY COUNTY, IOWA



Story County Board of Supervisors

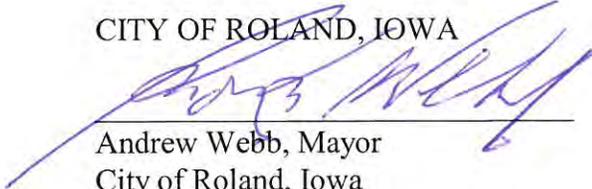


Attest: Story County Auditor

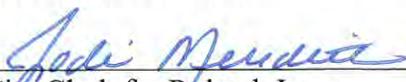


Paul H. Fitzgerald
Story County Sheriff

CITY OF ROLAND, IOWA



Andrew Webb, Mayor
City of Roland, Iowa



Jodi Mendicino
City Clerk for Roland, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 17th day of February, 2019, the City of Slater and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Slater, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

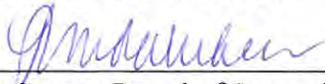
2. In consideration for the law enforcement services above described, the City of Slater, Iowa will pay a per capita rate of \$60.76 (based on the 2010 census of 1,489) to Story County, Iowa, which amounts to the annual sum of \$90,471.64. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

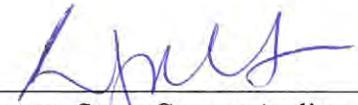
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Slater, the City Clerk of Slater, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

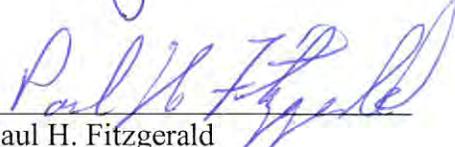
STORY COUNTY, IOWA



Story County Board of Supervisors

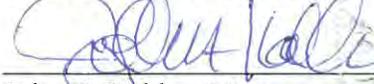


Attest: Story County Auditor



Paul H. Fitzgerald
Story County Sheriff

CITY OF SLATER, IOWA



John F. Kahler, Mayor
City of Slater, Iowa



City Clerk for Slater, Iowa



Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 23rd day of April, 2019, the City of Zearing and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Zearing, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires and maintenance, uniforms and all other personal equipment.

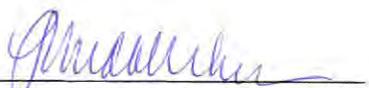
2. In consideration for the law enforcement services above described, the City of Zearing, Iowa will pay a per capita rate of \$60.76 (based on the 2010 census of 554) to Story County, Iowa, which amounts to the annual sum of \$33,661.04. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Zearing, the City Clerk of Zearing, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

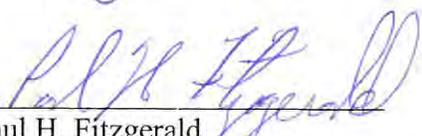
STORY COUNTY, IOWA



Story County Board of Supervisors

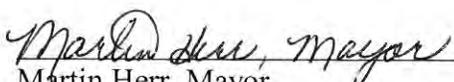


Attest: Story County Auditor



Paul H. Fitzgerald
Story County Sheriff

CITY OF ZEARING, IOWA



Martin Herr, Mayor
City of Zearing, Iowa



Karen M. Davis
City Clerk
City of Zearing, Iowa

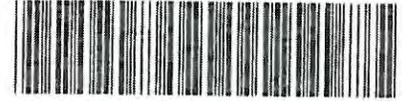


Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-252455	03/31/2019	1 of 1

Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: Story County
 Attn: Recorder
 900 Sixth Street
 Nevada, IA 50201

Ship To: Story County
 Attn: Recorder
 900 Sixth Street
 Nevada, IA 50201

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
44700	68414	2012-0018 Amendment	USD	NET45	05/15/2019

Description	Extended Price
Eagle Recorder Contract - Subscription - Year 3 - 04/01/2019 - 03/31/2020	17,363.00

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
Subscription Fee - On Premise - Eagle Document Recording	1,760.00	25%	440.00
Subscription Fee - On Premise - Eagle Document Recording	84,615.00	20%	16,923.00

APPROVED **DENIED**
 Board Member Initials: AM
 Meeting Date: 4/23/19
 Follow-up action: _____

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	17,363.00
Sales Tax	0.00
Invoice Total	17,363.00

RECEIVED

APR 15 2019

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2019 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 6th Street
Nevada Iowa 50201
Attention: Deb Schildroth

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:

Story Time Child Care
PO Box 214
Maxwell, La 50141
Attention: Jayne Underhill

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

COUNTY:

PROVIDER:

By: [Signature]

By: Jayne Underhill

Print Name: Linda Murken

Print Name: Jayne Underhill

Print Title: Story County Board of Supervisors

Print Title: Director

Date: 4/23/14

Date: 4-8-14

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2020

Service Description	Unit of Service	Rate
Child Care-Infant Not to Exceed \$3,150	1 Full Day	\$9.38
Child Care-Children Not to Exceed \$39,765	1 Full Day	\$23.74



Renew Your EAP Benefits with EFR

Proposed for: **Story County**

259 Employees

Current Benefit:

Renewal Date: **July 1, 2019**

Core EAP with up to 6 in-person sessions

\$21.60 Per employee / per year

Total: **\$5,551.20**

CORE EAP	Premier EAP
-----------------	--------------------

Renewal Options: **Please check the box corresponding with the selected plan & sign below:**

Up to 6 in-person EAP counseling sessions *

Per employee/per year

\$21.60

Annual EAP Contract:

\$5,594.40

Premier PLUS

Implementation Fee (one-time only)

based on group size =

Onsite biometric screenings billed at time of screening

x \$58 per participant =

Physician Packets

x \$22 per participant =

Wellness Portal (optional)

x \$1.95 per employee/per month =

Premier PLATINUM

Implementation Fee (one-time only)

based on group size =

Onsite biometric screenings billed at time of screening

x \$184 per participant =

Physician Packets

x \$62 per participant =

Wellness Portal

x \$2.50 per employee/per month =

Add on-site workplace training in the contract.

\$250 per hour with minimum of 4 hours (plus travel).

Total hours:

x \$250

Topics can be selected at a later date. Write in total hours selected:

=

Additional Services Available

On-site Education, Training, Development Seminars

\$300/hour + travel costs

Mediation Services

\$200/hour + travel costs

Leadership Coaching

\$175/hour + travel costs

Other Request (describe):

Please complete and return 30 days prior to the renewal date.

APPROVED

DENIED

Signature: _____

Board Member Initials: AM

Date: _____

Meeting Date: 4/23/19

Follow-up action: _____

RECEIVED

APR 11 2019

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2019 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 6th Street
Nevada Iowa 50201
Attention: Deb Schildroth

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
P.O. Box 1429
Ames, IA 50014

Attention: Tess Coady

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

COUNTY:

PROVIDER:

By: [Signature]

By: ACCESS - Theresa Coady

Print Name: Linda Murken

Print Name: Theresa Coady

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 4/23/19

Date: 4/5/19

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2020

Service Description	Unit of Service	Rate
Emergency Shelter Not to Exceed \$30,000	1 24 Hour Period of Food and Shelter	\$147.75
Domestic Abuse Crisis/ Support Not to Exceed \$22,977	1 Staff Hour	\$138.00
Sexual Abuse Crisis/Support Not to Exceed \$5,863	1 Staff Hour	\$133.00
Court Watch Not to Exceed \$2,186	1 Staff Hour	\$138.00
Education and Awareness Not to Exceed \$1,632	1 Staff Hour	\$127.00

RECEIVED

APR 04 2019

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2019 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.

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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.

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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.

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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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Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Deb Schildroth

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 Co
210 South 5th St.
Ames IA 50010

Attention: ERICA PETERSON

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

COUNTY:

PROVIDER:

By: [Signature]

By: [Signature]

Print Name: Linda Murken

Print Name: ERICA PETERSON

Print Title: Story County Board of Supervisors

Print Title: CEO

Date: 4/23/19

Date: 4/1/2019

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2020

Service Description	Unit of Service	Rate
Youth Development/Social Adjustment - Ames Not to Exceed \$19,925	1 Client Contact/Day	\$24.79
Youth Development/Social Adjustment - Nevada Not to Exceed \$4,083	1 Client Contact/Day	\$11.71

Iowa Department of Transportation

SECONDARY ROAD BUDGET	County:	Story County
	Fiscal Year:	2019
	Version:	Amended #1

COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on _____
Date

ATTESTED

 _____ County Auditor	4.23.19 _____ Date
 _____ County Engineer	4-18-19 _____ Date
 _____ Chairperson, Board of Supervisors	4/23/19 _____ Date

IOWA DOT BUDGET APPROVALS

Recommended Approval: _____	OLS Reviewer _____
Approved: _____	Director, Office of Local Systems _____
	Date _____

F. Y. 2019 SECONDARY ROAD BUDGET for Story County Amended #1

	Actual Receipts Prior Years				Estimated Receipts			
	2 nd Prior	1 st Prior	Actual	Next	2 nd Prior	1 st Prior	Actual	Next
	From: 01-Jul-2015 To: 30-Jun-2016	From: 01-Jul-2016 To: 30-Jun-2017	From: 01-Jul-2017 To: 30-Jun-2018	From: 01-Jul-2018 To: 30-Jun-2019	From: 01-Jul-2015 To: 30-Jun-2016	From: 01-Jul-2016 To: 30-Jun-2017	From: 01-Jul-2017 To: 30-Jun-2018	From: 01-Jul-2018 To: 30-Jun-2019
1. County Auditor's Secondary Road Fund Beginning Balance	\$3,491,117	\$4,923,375	\$6,484,706	\$4,656,398				
2. Receipts from Property Tax Levies	\$2,440,000	\$2,540,500	\$2,571,000	\$2,670,000				
	<i>3,00375</i> Dollars on all taxable property in county except on that within cities and townships. (Rural Basic levy rate) <i>0.16875</i> Dollars on all taxable property in (General Basic levy rate)							
2A. Local Option Sales Tax	\$0	\$0	\$0	\$0				
3. Regular Road Use Tax Received	\$3,863,620	\$4,022,999	\$3,830,544	\$3,768,284				
	(Don't include transfer of local R.U.T. to FM account for const. on FM routes)							
3b. Amount for 306.4(a3)	\$34,305	\$34,462	\$35,419	\$33,725				
	(Senate File 451 - FM Ext. in City <=500)							
3c. Time 21	\$421,116	\$384,177	\$583,252	\$472,551				
4. RISE Funds	\$0	\$0	\$0	\$0				
5. Bridge Replacement Funds	\$828,232	\$476,732	\$0	\$0				
6. Proposed transfer of FM funds to Local Secondary Fund. (Section 309.10 - Code of Iowa)	\$0	\$0	\$0	\$0				
7. Tax Refunds (-) and/or Credits (+). (Section 309.10 - Code of Iowa)	\$30,418	\$0	\$0	\$0				
8. Miscellaneous Receipts	\$145,426	\$186,197	\$195,771	\$166,945				
	\$0	\$0	\$0	\$60,000				
	\$0	\$0	\$0	\$7,500				
	\$0	\$0	\$0	\$440,000				
	\$0	\$0	\$0	\$25,000				
	\$0	\$0	\$0	\$20,000				
9. Total of Miscellaneous Receipts (Sum of 7a through 7f)	\$145,426	\$186,197	\$195,771	\$719,445				
10. TOTAL RECEIPTS (Add Lines 1, 2, 3, 4, 5, 6, & 8)	\$11,254,234	\$12,568,442	\$13,700,692	\$12,320,403				
11. Road Use Tax Funds transferred or to be transferred by State Treasurer, at county request, to FM fund for construction.	\$0	\$0	\$0	\$0				

F. Y. 2019 SECONDARY ROAD BUDGET for Story County COUNTY
Amended #1

	Actual Expenditures Prior Years		Estimated Expenditures	
	2 nd Prior From: 01-Jul-2015 To: 30-Jun-2016	1 st Prior From: 01-Jul-2016 To: 30-Jun-2017	Actual From: 01-Jul-2017 To: 30-Jun-2018	Next From: 01-Jul-2018 To: 30-Jun-2019
Summary of Actual and Proposed Expenditures				
70X * Administration and Engineering				
700 Administration Expenditures (100)	\$208,978	\$223,770	\$217,691	\$264,650
701 Engineering Expenditures (100)	\$370,934	\$408,668	\$396,339	\$449,120
TOTAL - ADMINISTRATION & ENGINEERING :	\$579,912	\$632,438	\$614,030	\$713,770

020 * Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds --See Accomplishment Year projects)</i>	\$1,076,077	\$678,569	\$2,434,270	\$1,985,000

71X * Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$173,873	\$156,468	\$175,535	\$209,000
711 Roads (4250, 460, 480)	\$2,405,601	\$2,489,822	\$2,469,300	\$2,425,960
712 Snow and Ice Control (520)	\$315,004	\$251,106	\$314,915	\$482,840
713 Traffic Controls (590)	\$227,652	\$243,588	\$259,942	\$276,000
714 Road Clearing (490)	\$132,215	\$191,658	\$211,847	\$187,780
TOTAL - ROADWAY MAINTENANCE :	\$3,254,345	\$3,332,642	\$3,431,539	\$3,581,580

72X * General Roadway				
720 New Equipment (610)	\$399,826	\$324,461	\$604,683	\$1,060,000
721 Equipment Operations (620, 630, 650)	\$1,001,429	\$1,091,624	\$1,013,138	\$1,486,950
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$17,374	\$18,871	\$13,562	\$39,000
723 Real Estate and Buildings (800)	\$1,896	\$5,131	\$933,072	\$300,000
TOTAL - GENERAL ROADWAY :	\$1,420,525	\$1,440,087	\$2,564,455	\$2,885,950

TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$6,330,859	\$6,083,736	\$9,044,294	\$9,166,300
County Auditor's Bal. of Sec. Road Fund at end of Fiscal Year	\$4,923,375	\$6,484,706	\$4,656,398	\$3,154,103
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$11,254,234	\$12,568,442	\$13,700,692	\$12,320,403

* Control Items

CNH AMERICA LLC

Purchaser's Order for Case Equipment

575-382-7365

Date 4/17, 2019

To STORY COUNTY ENGINEERING
 Address 837 N AVE. NEVADA, IA 50201

VETTER EQUIPMENT Dealer
NEVADA, IA 50201

Please Enter the Following order to be delivered on or after _____

Quantity			Warranty Period months	Make, Model Description	Serial No./Attach.	Cash Price Each Item
New	Used	Demo				
1			24	2019 CASE IH MAXXUM 135 ACTIVE DRIVE 4 TRACTOR, MFD, SUSPENDED CAB, AIR-HEAT, REAR WIPER, DELUXE MACH, BLUE TOOTH, INSTRUCTIONAL SEAT, TELEOP, MIRRORS, ISO SOCKET, 8 LED ROW LITS, ROTARY BEARER, MON. CRACKET, 200AMP ALTERNATOR, GLOW PLUG W/110V, HD BATT, 1 SOLAR, 40KWH FIXIC ELEM P&S TANKS, CAT 11111 FERT. CYL, 113LIMUW MACH PUMP, 3 MECH REMOTE VALVES, LOW PRESSURE RETURN, SP/LOAD PTO, 38018SR28, 42185R38 TRAIL, HD DUAL W/ FRONT REMOVALS W/IT CURB, EXPANDED LIFE OIL PANES, 700000	\$ 88,250	
						Transportation Expense

Trade in: Plus Extra equipment (Cab, Extender, etc.)

Upon delivery, it is agreed that Purchaser will pay all taxes and other charges and settle for the purchase price as follows:

Year Mfg.	Make	Description Model	Serial No.	Impl. Size	G A S	D S L	Hours	Trade Allowance
					✓	✓		

1. Total Cash Price	\$ <u>88,250</u>
2. Less Down Payment	\$ _____
3. Unpaid Cash Price	\$ <u>88,250</u>
4. Enter _____ % Sales Tax	\$ _____
5. Other Fees or Charges	\$ _____
6. Total Taxes and Fees (4 + 5)	\$ _____
7. Cash Due on Delivery (3 + 6)	\$ <u>88,250</u>

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrance, and security interests, except to the extent shown below.

- 1. Trade Allowance Owed \$ _____
- 2. Less Amount Owed \$ _____
- To _____ \$ _____
- 3. Net Trade Allowance, (1 - 2) \$ _____
- 4. Other (Specify) _____ \$ _____
- 5. Cash Down Payment with Order \$ _____
- 6. Total Cash and Other Down Payment (4 + 5) \$ _____
- 7. Total Down Payment (3 + 6) \$ _____

This is a cash transaction. If the Purchaser so requests prior to acceptance, the unpaid balance will be handled as a time sales transaction, subject to available financing and credit approval.

NO DELIVERY OF ABOVE GOODS TO BE MADE UNTIL FULL SETTLEMENT IS RECEIVED.

SELLER AND MANUFACTURER MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS) EXCEPT AS PROVIDED ON THE REVERSE SIDE.

NOTICE TO PURCHASER

- 1. Read this contract before you sign it.
- 2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.
- 3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.
- 4. The additional terms and conditions set forth on the reverse side are a part of this contract and are incorporated herein by reference.

It is understood that this is the entire agreement between the parties. Approved by:

Order taken by Justin Vetter
 Order accepted this 17th day of April, 2019

 Dealer/Store Manager

Prud'homme 4/23/19
 Board of Supervisors Date

Recommended for approval by:
Darren Moon 4-18-19

STORY COUNTY
837 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyiowa.gov

APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 2016-03
Road Name: 260th Street

SPONSOR:

Nevada Seventh-day Adventist Number of Volunteers: 22
Name of Sponsor (Organization, Group or Individual)

PO Box 194

Mailing Address (Street, P.O. Box, City, State, Zip Code)

<u>Kari Studebaker</u>	<u>71450 280th St. Colo</u>	<u>515-231-0918</u>	<u>Kari.studebaker@gmail.com</u>
Gina Beldin		402-202-3473	gbeldintr@gmail.com
Contact Person	Address	Phone #	Email

Description of the road for which application is being made:
260th Street from County Road S14 (620th Ave) to 610th Avenue

Number of miles requested for litter removal: 1

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2019 until December 31, 2019.

Kari Studebaker 4-9-19
Applicant Date

STORY COUNTY APPROVAL
Janey Mon 4-17-19
County Engineer Date

Mudrahee 4/23/19
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be April 23 Fall clean-up will be: Sept. 3rd

STORY COUNTY

837 N Avenue

Nevada, IA 50201

515-382-7355

Email: engineerweb@storycountyiowa.gov

APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 2013-01
Road Name: E63 (320th Street)

SPONSOR:

The Kruse Family

Number of Volunteers: 4

Name of Sponsor (Organization, Group or Individual)

53101 320th Street

Mailing Address (Street, P.O. Box, City, State, Zip Code)

Joshua Kruse

719-310-5434

joshkruse@hotmail.com

Contact Person

Address

Phone #

Email

Description of the road for which application is being made:

E63 (320th) from 535th Ave west to 520th Ave

Number of miles requested for litter removal: 1.5

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2019 until December 31, 2019.

Joshua W Kruse
Applicant

3/18/19
Date

STORY COUNTY APPROVAL

James Allen
County Engineer

4-17-19
Date

M. M. M. M. M.
Chair, Story County Board of Supervisors

4/23/19
Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be

June 2

Fall clean-up will be:

Sept 14

* We will just put bags of trash in our own dumpster unless there end up being large items I will contact if we need a pickup @ the signs,

STORY COUNTY

837 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyiowa.gov

APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 2016-04
Road Name: R38 (510th Avenue)

SPONSOR:

ISU Transportation Student Association
Name of Sponsor (Organization, Group or Individual)

Number of Volunteers: Approx. 10

2711 South Loop Drive Ste 4700
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Contact Person	Address	Phone #	Email
Brianna Lawton			tsa.cyclones@gmail.com

Description of the road for which application is being made:
County Road R38 (510th Avenue) from 260th Street south to 280th Street

Number of miles requested for litter removal: 2.0

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2019 until December 31, 2019.

ISU Transportation Student Association BP 04/14/2019
Applicant Date

STORY COUNTY APPROVAL

[Signature] 4-17-19
County Engineer Date

[Signature] 4/23/19
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be April 27th, 2019 Fall clean-up will be: tentatively Oct 5th, 2019

STORY COUNTY
837 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyiowa.gov

APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 2009-03
Road Name: R38 (N 500th Ave)

SPONSOR:

Phi Kappa Theta
Name of Sponsor (Organization, Group or Individual)

Number of Volunteers: 60

2110 Lincoln Way
Mailing Address (Street, P.O. Box, City, State, Zip Code)

<u>Ryan Hyland</u>	<u>2110 Lincoln Way</u>	<u>(608) 609-6857</u>	<u>rjhyland@iastate.edu</u>
Noah Bloom			ndbloom@iastate.edu
Contact Person	Address	Phone #	Email

Description of the road for which application is being made:
R38 (N 500th Ave) from Lincoln Way north to Cameron School Road

Number of miles requested for litter removal: 3

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2019 until December 31, 2019.

Ryan Hyland 3/25/19
Applicant Date

STORY COUNTY APPROVAL

Caren Mann 4-18-19
County Engineer Date

[Signature] 4/23/19
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be April 20th Fall clean-up will be: August 2
September 22nd

Closure No. 19-37

Date April 17, 2019

Resolution

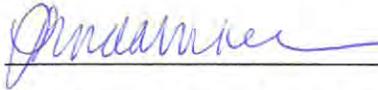
BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Frost Boil in section 11-14 Franklin on

180th St is closed between Arrasmith Rd and 550th Ave due

Motion by: Olson Seconded by: Sanders

Olson	<input checked="" type="checkbox"/>	Aye	Sanders	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors

Closure No. 19-38

Date April 17, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Frost Boil/Rutting in section 32-38 Washington on

520th Ave is closed between 280th St and 270th St.

Motion by: Olson Seconded by: Sanders

Olson	<u>✓</u>	Aye	Sanders	<u>✓</u>	Aye	Murken	<u>✓</u>	Aye
		Nay			Nay			Nay
		Absent			Absent			Absent

Mudawbe

Story County Board of Supervisors

Closure No. 19-39

Date April 17, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Frost Boil in section 32-29 Nevada on

270th Ave is closed between 19th St and 640th Ave

Motion by: Olson Seconded by: Sanders

Olson	<input checked="" type="checkbox"/>	Aye	Sanders	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
		Nay			Nay			Nay
		Absent			Absent			Absent



Story County Board of Supervisors

HUNGER IS REAL.

YOU CAN HELP. DONATE ~~HERE.~~

APPROVED

Board Member Initials: AM

Meeting Date: 4/23/19

Follow-up action: _____

DENIED



More than
1 in 4
children in
Story County are
eligible to receive
free/reduced
lunch.

LIVE UNITED FOOD DRIVE

APRIL 29 – MAY 9

Donations benefit the food pantries of Story County and ensure children have food during the summer. THANK YOU!

Please check expiration dates on all donations. Cash donations also accepted. Make checks payable to UWSC or donate at uwstory.org.

LIVE UNITED

**United
Way**



United Way of Story County

RESOLUTION NO. 19-104
A RESOLUTION OPPOSING PROPOSED LEGISLATIVE CHANGES IN LOCAL GOVERNMENT

WHEREAS, significant tax reform legislation is currently being considered by the Iowa 88th General Assembly concerning changes to already established county finance law, including a limitation on the maximum amount of property tax dollars that may be certified for levy (levy cap), reverse referendum provisions in the event the levy cap is proposed to be exceeded by the vote of a local governing board, placing current separate levies under the levy cap and adding an ending fund balance cap for local governments' annual budgets;

WHEREAS, Story County is committed to transparency, fiscal responsibility, and sound budgeting in order to maintain constituents' expected and desired services for our county;

WHEREAS, Story County each year convenes multiple transparent and open capital improvement project review sessions, preliminary budget review meetings, public hearings and final budget adoption and certification meetings, all of which are publicized and to which our constituents are encouraged to attend in order to become informed about, and offer their input on, all fiscal matters concerning our county;

WHEREAS, significant portions of county budgets include, but are not limited to, construction costs, health insurance costs, and state-mandated pension contributions that increase at rates higher than proposed levy caps;

WHEREAS, Story County has demonstrated fiscal responsibility by maintaining a stable property tax levy over 19 years;

WHEREAS, each county in Iowa has differing needs, goals, and financial circumstances and therefore uniform levy caps are not appropriate;

WHEREAS, in 2018 the state of Iowa celebrated the 50th anniversary of the adoption of Constitutional Home Rule;

WHEREAS, local government is closest to the people and directly accountable to the desires of its constituents;

WHEREAS, economic development projects require investment prior to realizing new valuations;

WHEREAS, during the 2019 legislative session, neither Iowa Senators nor Representatives invited locally-elected officials to participate in any work sessions or meetings to work towards a mutually agreeable property tax solution;

WHEREAS, Story County desires to be part of the solution to modernize our property tax system;

WHEREAS, upon review of the proposed property tax legislation currently being considered by the Iowa Legislature, Story County has determined that the limitation on the maximum amount of property tax dollars that may be certified for levy (levy cap), reverse referendum provisions in the event the levy cap is proposed to be exceeded by the vote of the Board of Supervisors, placing current separate levies under the levy cap and adding an ending fund balance cap for Iowa cities' annual budgets will have unintended consequences, are not in the best interest of the citizens of Story County and will have significantly negative impact on the services provided by county for its citizens.

NOW, THEREFORE, BE IT RESOLVED:

Story County reaffirms its commitment to transparent and responsible budgeting, AND

Story County opposes proposed caps on annual county revenue growth, AND

Story County opposes proposed caps on county ending fund balances, AND

Story County opposes additional reverse referendum provisions, AND

County budgeting should be determined and controlled at the local level in the spirit of constitutional county Home Rule, AND

Prior to passing any tax reform legislation in the 2019-2020 88th General Assembly, Story County calls on our state legislators in both the Senate and House to convene work sessions with counties and their staff to proactively and collaboratively work on a mutually agreeable property tax solution for the good of all counties and the entire State of Iowa.

DATED THIS 23rd DAY OF APRIL, 2019.

Motion by: Rick Sanders

Seconded by: Lauris Olson

Voting Aye: Sanders, Olson, Murken

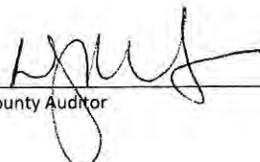
Voting Nay: None

Abstain: None

Absent: None



Chair, Board of Supervisors

Attest: 

County Auditor

Proposed additions to Resolution 19-104
Submitted by Supervisor Lauris Olson

Additions appear in **Helvetica 14 point Font**

Paragraph 1

WHEREAS, significant tax reform legislation is currently being considered by the Iowa 88th General Assembly concerning changes to already established county finance law, including a limitation on the maximum amount of property tax dollars that may be certified for levy (levy cap), reverse referendum provisions in the event the levy cap is proposed to be exceeded by the vote of a local governing board, placing current separate levies under the levy cap, **exclusion of incremental valuation (market) increases from the taxable valuation of properties experiencing no significant improvements during the tax period,** and adding an ending fund balance cap for local governments' annual budgets;

Paragraph 12

WHEREAS, upon review of the proposed property tax legislation currently being considered by the Iowa Legislature, Story County has determined that the limitation on the maximum amount of property tax dollars that may be certified for levy (levy cap), reverse referendum provisions in the event the levy cap is proposed to be exceeded by the vote of the Board of Supervisors, placing current separate levies under the levy cap, **excluding incremental valuation (market) increases from the taxable valuation of properties experiencing no significant improvements during the tax period,** and adding an ending fund balance cap for Iowa cities' annual budgets will have unintended consequences, are not in the best interest of the citizens of Story County and will have significantly negative impact on the services provided by county for its citizens.

Between Statements 4 and 5 under "NOW, THEREFORE, BE IT RESOLVED:"

Story County opposes excluding incremental valuation (market) increases from the taxable valuation of properties experiencing no significant improvements during the tax period, AND