

The Board of Supervisors met on 10/08/19 at 10:00 a.m. in the Story County Administration Building. Members present: Lisa Heddens (via teleconference) Linda Murken, Lauris Olson with Murken presiding. (all audio of meetings available at storycountyiowa.gov)

ADOPTION OF AGENDA: Olson moved, Heddens seconded adopting the agenda as presented. Motion carried unanimously (MCU) on a roll call vote.

MINUTES: 9/24/19 and 10/1/19 Minutes – Olson moved, Heddens seconded the approval of 9/24/19 and 10/1/19 Minutes as presented with typographical error corrected. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 11/4/19, in Board of Supervisors for Sandra King @ \$3,769.23/bw; 2) pay adjustment, effective 10/13/19, in a) Board of Supervisors for Leanne Harter @ \$3,182.68/bw; b) Secondary Roads for Dennis Pratt @ \$23.84/hr; c) Sheriff's Office for Logan Powers @ \$1,908.00/bw; Randy Stoeffler @ \$2,356.80/bw; d) Treasurer's Office for Lori McDonald @ \$20.00/bw lump sum longevity; e) Facilities Management for Joby Brogden @ \$2,971.66. Olson moved, Heddens seconded approval of Personnel Actions as presented. Roll call vote. (MCU)

Olson moved, Heddens seconded approval of the Consent Agenda as presented.

1. Board of Supervisors' Meeting Changes
2. Change to Special Class C Liquor License (BW)(Beer/Wine) for Country House, 68168 US Highway 30, Colo, Iowa, effective 10/14/19-10/13/20
3. Renewal License Fees between Story County and CDW Government for Adobe Acrobat Pro, effective 10/23/19-10/22/20, for \$1,763.91
4. Renewal License Fees between Story County and CDW Government for Barracuda web filtering, effective 10/11/19-10/10/20, for \$14,339.28
5. Renewal Warranty Fees between Story County and IP Pathways for NetApp support, effective 11/1/19-10/31/20, for \$11,392.04
6. 28E Agreement between Animal Control and the City of McCallsburg, effective upon signature until 6/30/20
7. Contract for highway right-of-way with Hilko Mein Trust for the purchase of permanent easement for \$969.70 (FM-Co85(153)--55-85)
8. Adopt-A-Road Application renewal, effective 1/1/19-12/31/19, for Arnold Air Society on S. Elwood Drive (530th Avenue) from 250th Street to 270th Street
9. Utility Permits: #20-4469; 20-4472

Roll call vote. (MCU)

TERMINATION OF DECOMMISSIONING AGREEMENT AND GUARANTY AND SUPPORT OF SURETY

DECOMMISSIONING BOND BETWEEN NEXTERA ENERGY AND STORY COUNTY – Jerry Moore, Planning and Development Director, reported when the wind farm in the northeast corner of the County was constructed in 2007, one the owner's requirements was providing financial assurance of up to 130% of value for decommissioning. In 2007, the requirement was met with an assurance letter. When Planning and Development staff requested updated assurance in 2019, it was determined that a surety bond is a better tool. The current owner, Nextera Energy, submitted an \$11M+ surety bond covering decommissioning for a thirty-year period. Discussion took place. Olson moved, Heddens seconded the approval of the Termination of Decommissioning Agreement and Guaranty and Support of Surety Decommission Bond between Nextera Energy and Story County. Roll call vote. (MCU)

NEGOV PERFORM, EFFECTIVE 1/1/20, FOR A SUBSCRIPTION FEE OF \$11,152.00 AND NON-RECURRING

PROFESSIONAL SERVICE FEES OF \$4,000.00 – Alissa Wignall, Internal Operations and Human Resources Director, reported the software is for online employee performance reviews. Cost is based on the number of employees; the original amount did not include staff in the Sheriff's Office. However, the Sheriff will now join the process. Funding is in the Information Technology budget. Olson clarified this is a \$2,000.00 increase over the approved budgeted amount due to the addition of Sheriff's Office. Olson moved, Heddens seconded the approval of Neogov Perform, effective 1/1/20, for a subscription fee of \$11,152.00 and non-recurring professional service fees of \$4,000.00. Roll call vote. (MCU)

ENGINEER QUARTERLY REPORT – Darren Moon reported on maintenance, construction, weather damage, rock hauling, winter preparation efforts, mowing, equipment replacement, culverts and drainage districts, upcoming projects and related agreements, federal grant award, an historic bridge issue, sheds, wind farm turbine replacement, GPS tracking of vehicles, and an upcoming Iowa Department of Transportation (DOT) public meeting about proposed changes at the intersection of 580th Avenue and US Highway 30.

DISCUSSION AND DIRECTION ON JUDICIAL REQUESTS FOR THE STORY COUNTY ATTORNEY REMODEL

– Joby Brogden, Facilities Management Director, reported on the request from the judicial system to incorporate certain elements into the upcoming remodel. He showed design plans side-by-side, of the current and proposed layouts. The main request is a separate, non-public entrance for judicial staff and judges. New plans include an elevator. Jeff Harris, RMH Architects, estimates the elevator and vestibule will cost \$120,000.00. Discussion took place regarding layout and alternatives. Murken directed Brogden to look at elevator options.

DISCUSSION AND DIRECTION REGARDING CAPITAL IMPROVEMENT PLAN (CIP) PROCESS AND FORMS

– Leanne Harter, County Outreach and Special Projects Manager, reported on the modified forms. Modifications provide more detail about types and sources of funding. Harter reviewed the suggested timeframe for the process and listed members of the CIP Committee. Murken directed Harter to return next week for official action.

UPCOMING AGENDA ITEMS: Olson stated new External Operations Director, Sandra King, begins in a month; a list of goals needs to be discussed. Murken stated King will work with Wignall, and direction from the Board will be purely ministerial. Olson agreed.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE

SUPERVISORS: All Board members provided information on several upcoming meetings. Olson mentioned vacancies on Boards and Commissions.

Olson moved, Heddens seconded to adjourn at 12:05 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
10/8/19

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. ADOPTION OF AGENDA:
4. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
5. AGENCY REPORTS:
6. CONSIDERATION OF MINUTES:

I. 9/24/19 & 10/1/19 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 11/4/19, in Board of Supervisors for Sandra King @ \$3,769.23/bw; 2) pay adjustment, effective 10/13/19, in a) Board of Supervisors for Leanne Harter @ \$3,182.68/bw; b) Secondary Roads for Dennis Pratt @ \$23.84/hr; c) Sheriff's Office for Logan Powers @ \$1,908.00/bw; Randy Stoeffler @ \$2,356.80/bw; d) Treasurer's Office for Lori McDonald @ \$20.00/bw lump sum longevity; e) Facilities Management for Joby Brogden @ \$2,971.66.

Department Submitting HR

8. 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 Board Of Supervisors' Meeting Changes

Department Submitting Auditor

Documents:

BOS MEETING DATES.PDF

II. Consideration Of Change To Special Class C Liquor License (BW)(Beer/Wine) For Country House, 68168 Hwy 30 West, Colo, Ia., Effective 10/14/19-10/13/2020

Department Submitting Auditor

Documents:

COUNTRY HOUSE.PDF

- III. Consideration Of Renewal License Fees Between Story County And CDW Government For Adobe Acrobat Pro, Effective 10/23/19-10/22/20 For \$1,763.91

Department Submitting Information Technology

Documents:

CDWG ADOBE ACROBAT LICENSE.PDF

- IV. Consideration Of Renewal License Fees Between Story County And CDW Government For Barracuda Web Filtering, Effective 10/11/19-10/10/20, For \$14,339.28

Department Submitting Information Technology

Documents:

CDWG WEB FILTER.PDF

- V. Consideration Of Renewal Warranty Fees Between Story County And IP Pathways For NetApp Support, Effective 11/1/19-10/31/20 For \$11,392.04

Department Submitting Information Technology

Documents:

15749.PDF

- VI. Consideration Of 28E Agreements Between Animal Control And The Following City: McCallsburg, Effective Upon Signature Until 6/30/20

Department Submitting Animal Control

Documents:

28E AGREEMENT.PDF

- VII. Consideration Of Contract For Highway Right Of Way With Hilko Mein Trust For The Purchase Of Permanent Easement For \$969.70 (FM-Co85(153)--55-85)

Department Submitting Engineer

Documents:

ROW CTR MEIN TRUST.PDF

- VIII. Consideration Of Adopt-A-Road Application Renewal, Effective 1/1/19-12/31/19, For Arnold Air Society On S Elwood Dr (530th Ave) From 250th St. To 270th St.

Department Submitting Engineer

Documents:

AAR ARNOLD AIR SOCIETY.PDF

IX. Consideration Of Utility Permits: #20-4469; 20-4472

Department Submitting Engineer

Documents:

UT 20 4469.PDF

UT 20 4472.PDF

9. PUBLIC HEARING ITEMS:

10. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Termination Of Decommissioning Agreement And Guaranty And Support Of Surety Decommissioning Bond Between NextEra Energy And Story County – Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF

NEW STORY COUNTY WIND BOND.PDF

NEW DECOMMISSIONING AND GUARANTY.PDF

DECOMMISSIONING GUARANTY.PDF

- II. Discussion And Consideration Of NEOGOV Perform, Effective 1/1/20, For A Subscription Fee Of \$11,152.00 And Non-Recurring Professional Service Fees Of \$4,000.00 - Alissa Wignall

Department Submitting Board of Supervisors

Documents:

STORY, COUNTY PERFORM.PDF

NEOGOV SERVICE AGREEMENT.PDF

11. DEPARTMENTAL REPORTS:

- I. Engineer Quarterly Report - Darren Moon

Department Submitting Auditor

Documents:

ENGINEER QTRLY REPORT.PDF

12. OTHER REPORTS:

- I. Discussion And Direction On Judicial Requests For The Story County Attorney Remodel. Joby Brogden And RMH Architects

Department Submitting Facilities Management

Documents:

15746.PDF

- II. Discussion And Direction Regarding Capital Improvement Plan Process And Forms -
Leanne Harter

Department Submitting Board of Supervisors

Documents:

CIPFORM1FORBOSREVIEWOCTOBER 2019.PDF
CIPFORM2FORBOSREVIEWOCTOBER 2019.PDF
TIMEFRAME FOR FY21 CIP PROCESS.PDF

13. UPCOMING AGENDA ITEMS:

14. 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.

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

16. 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 Canvassers
Tentative Agenda
10/8/19

NAME

ADDRESS

Jerry Moore
Joby Brogden
DARREN MOORE
Jett Harris
Barb Steinback
Paula Toms
Todd Lindvall
Alissa Wignall
Deb Halliday
Nora Murray
Mona Markley

PWD Dept.
SC FM
ENG.
1615 Golden Aspen #110 Ames
SC JT
LWV
BOS
BOS
Nevada
BOS
AW

Applicant License Application ()

Name of Applicant:	<u>John Fritz</u>		
Name of Business (DBA):	<u>Country House</u>		
Address of Premises:	<u>68168 HWY 30 West</u>		
City <u>Colo</u>	County: <u>Story</u>	Zip: <u>50056</u>	
Business	<u>(647) 290-7408</u>		
Mailing	<u>68168 HWY 30 West</u>		
City <u>Colo</u>	State <u>IA</u>	Zip: <u>50056</u>	

Contact Person

Name	<u>John Fritz</u>		
Phone:	<u>(647) 290-7408</u>	Email	<u>fritzboxers@gmail.com</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: 10/14/2019

Expiration Date: 01/01/1900 10/13/2020

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Sunday Sales

APPROVED **DENIED**
Board Member Initials: AW
Meeting Date: 10/8/19
Follow-up action: _____

Status of Business

BusinessType:	<u>Sole Proprietorship</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

John Fritz

First Name: John

Last Name: Fritz

City:

State: Iowa

Zip: 50056

Position: owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>Illinois Casualty Co</u>		
Policy Effective Date:		Policy Expiration	
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	

ORDER CONFIRMATION



DEAR BARB STEINBACK,

Thank you for choosing CDW•G. We have received your order. Please take a moment to review it for accuracy and completeness.

ORDER #	ORDER DATE	PO #	CUSTOMER #
KXLM974	10/2/2019	10/23 RENEWAL	8484660

ORDER DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Adobe Acrobat Pro DC for teams - Team Licensing Subscription Renewal (month) Mfg. Part#: 65297930BC01A12 UNSPSC: 43232112 Electronic distribution - NO MEDIA Contract: MARKET	9	5419138	\$195.99	\$1,763.91

PURCHASER BILLING INFO		SUBTOTAL	\$1,763.91
Billing Address: STORY COUNTY INFORMATION TECHNOLOGY ACCOUNTS PAYABLE 900 6TH ST ADMINISTRATION BLDG NEVADA, IA 50201-2004 Phone: (515) 382-7304 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$1,763.91
		DELIVER TO Shipping Address: STORY COUNTY INFORMATION TECHNOLOGY BARB STEINBACK 900 6TH ST ADMINISTRATION BLDG NEVADA, IA 50201-2004 Phone: (515) 382-7304 Shipping Method: ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Gabe Brown	(877) 638-8136	gabebro@cdwg.com

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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APPROVED **DENIED**
 Board Member Initials: AM
 Meeting Date: 10/8/19
 Follow-up action: _____

REMIT PAYMENT TO:

INVOICE

ACH INFORMATION:
 THE NORTHERN TRUST
 50 SOUTH LASALLE STREET
 CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com

ROUTING NO.: 071000152
 ACCOUNT NAME: CDW GOVERNMENT
 ACCOUNT NO.: 91057



CDW Government
 75 Remittance Drive, Suite 1515
 Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
VDD9058	09/30/19	8484660
SUBTOTAL	SHIPPING	SALES TAX
\$14,339.28	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
10/30/19		\$14,339.28

APPROVED

DENIED

Board Member Initials: *gm*

Meeting Date: 10/8/19

733 1 MB 0.428 E0206X 10294 D5331587288 S2 P6781078 0001:0001

Follow-up action:



STORY COUNTY INFORMATION TECHNOLOGY
 ACCOUNTS PAYABLE
 ADMINISTRATION BLDG
 900 6TH ST
 NEVADA IA 50201-2004

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
09/30/19	VDD9058	Net 30 Days			10/30/19	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
09/20/19	ELECTRONIC DISTRIBUTION	5200015			8484660	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
5754040	BCDA WEB SEC GTW 610 EU SUB 1MO Manufacturer Part Number: BYF610A-E Electronic distribution - NO MEDIA	12	12	0	217.27	2,607.24
5754041	BCDA WEB SEC GTW 610 IR SUB 1MO Manufacturer Part Number: BYF610A-H Electronic distribution - NO MEDIA	12	12	0	181.05	2,172.60
5754039	BCDA WEB SEC GTW 610 ATP SUB 1MO Manufacturer Part Number: BYF610A-A Electronic distribution - NO MEDIA	12	12	0	199.15	2,389.80
5754040	BCDA WEB SEC GTW 610 EU SUB 1MO Manufacturer Part Number: BYF610A-E Electronic distribution - NO MEDIA	12	12	0	217.27	2,607.24
5754041	BCDA WEB SEC GTW 610 IR SUB 1MO Manufacturer Part Number: BYF610A-H Electronic distribution - NO MEDIA	12	12	0	181.05	2,172.60
5754039	BCDA WEB SEC GTW 610 ATP SUB 1MO Manufacturer Part Number: BYF610A-A Electronic distribution - NO MEDIA	12	12	0	199.15	2,389.80

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	AMOUNT DUE
GABE BROWN 312-547-2674 gabebro@cdwg.com	STORY COUNTY INFORMATION TECHNOLOGY ACCOUNTS PAYABLE 900 6TH ST ADMINISTRATION BLDG NEVADA IA 50201-2004	\$14,339.28	\$14,339.28
SALES ORDER NUMBER		SHIPPING	\$0.00
KWWT931		SALES TAX	\$0.00
		AMOUNT DUE	\$14,339.28



Cage Code Number 1KH72
 DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
 CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
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 VISIT US ON THE INTERNET AT www.cdwg.com



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IP Pathways
 3600 109th St.
 Urbandale, IA 50322
 (515) 422-9300

Bill To:
Story County Attn: Barb Steinback 900 6th Street Nevada, IA 50201 United States

Date	Invoice
10/01/2019	19036
Account	
Story County	

Terms	Due Date	PO Number	Reference
Net 30 days	10/31/2019		Order #5035

Products	Quantity	Price	Amount
Billable Products			
CS-O2-4HR: SupportEdge Premium 4hr Onsite, AFF A200, Within Warranty	2.00	\$1,895.76	\$3,791.52
CS-WARRANTY-EXTENSION: Warranty Extension Point-of-Sale, FAS2554, Post Warranty	2.00	\$1,515.96	\$3,031.92
CS-O2-4HR: SupportEdge Premium 4hr Onsite, FAS2554, Post Warranty	2.00	\$2,284.30	\$4,568.60
Total Products:			\$11,392.04

Thank you for your business!	Invoice Subtotal:	\$11,392.04
	Sales Tax:	\$0.00
	Invoice Total:	\$11,392.04
	Payments:	\$0.00
	Credits:	\$0.00
	Balance Due:	\$11,392.04

APPROVED DENIED

Board Member Initials: AM

Meeting Date: 10/8/19

Follow-up action: _____

Return to &

Prepared by Sue McCaskey, Story County Animal Control, 975 West Lincoln Way, Nevada, IA 50201 515-382-3338

ANIMAL RESCUE SERVICE CONTRACT

This contract and Agreement is entered into by and between Story County, Iowa and the City of McCallsburg, Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

1. Purpose:

Under this contract, Story County shall provide said City with services of domestic animal rescue as set forth more specifically in succeeding paragraphs herein with the exception of 2(e) and (f). Story County will not provide service with regard to wild animals except as noted below in the Scope of Services, and in the sole discretion of Story County.

2. Scope of services (pursuant to Story County Code of Ordinances):

- a. Transportation of animals impounded by the contracting city.
- b. Shelter and board for the impounded animals.
- c. Issuance of applicable impoundment charges on impounded animals pursuant to Story County Code of Ordinances.
- d. Cat, dog, and other small domesticated animal adoption service for appropriately impounded animals.
- e. Investigation and disposition of rabid, sick or injured animals.
- f. Supervision of quarantine procedures and rabies testing.
- g. Collection and impounding of City trapped cats.
- h. Arrange for emergency veterinary care or provision of first-aid treatment.
- i. Provision of humane euthanasia of unclaimed cats and dogs pursuant to Iowa Code 351.37.
- j. Rescue of animals in unusual or emergency circumstances (i.e. flood waters, fire, etc., with permission from appropriate City Official).

- k. One letter sent to resident of said City when requested by said City and only after prior attempts at resolution by City.

Any other animal control related problem may be dealt with at the Animal Control Officer's discretion.

The City understands that all service is subject to the Animal Control Officer's availability and discretion with the expressed approval of a City Official, except in emergencies.

Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515-410-2483.

3. Consideration: (Quarterly billing)

The City will pay Story County, Iowa, based on the following fee schedule:

(No trip charge will be assessed from 8:00 a.m. to 3:00 p.m., Monday – Friday)

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.

- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.
- n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:
Significantly sick or injured, ill-tempered or vicious, feral/wild (not adoptable, applicable to cats and dogs only), believed to have been exposed to a disease infectious to animals or humans.

4. Rescue and removal charges:

For any animal in unusual or emergency circumstances - \$50.00 per trip, per Animal Control Officer needed, and any other applicable fees (which may include, but are not limited to, Sheriff's Office invoices for service).

All diagnostic and/or quarantine costs shall be paid by the City.

5. Recording requirements:

In Accordance with Iowa Code Chapter 28E, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder.

6. Termination:

Either party may terminate this agreement without penalty at any time by giving written notice at least thirty (30) days before the effective date of such termination.

7. Effective date:

This agreement shall become effective upon formal passage and execution of the Board of Supervisors above named and upon filing of this agreement with the Secretary of State of Iowa.

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2019, and terminating on June 30, 2020. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

This agreement may not otherwise be amended or altered without a written, signed, and filed amendment to the agreement executed by the parties hereto.

In witness whereof the parties hereto have, by their authorized representatives, executed this agreement.

Story County, Iowa

By: Mudakher 10/8/19
Chairperson Date

City of McCallsburg

By: [Signature] 9-3-19
Mayor Date

ATTEST

[Signature] 10.8.19
Auditor Date

[Signature] 9-3-19
Clerk Date

Story County Animal Control

By: [Signature] 10.19.19
Animal Control Director Date

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

x Catherine Ann Mein, Trustee / Arthur J. Camp, Trustee
x Armenian Men, Trustee

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

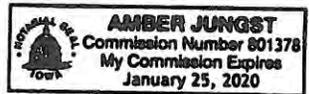
STATE OF IOWA: ss On this 19 day of September, 20 19, before me, the undersigned, personally appeared Catherine Mein and Lorene Mein

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Amber Jungst
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Darren Moon 10-1-19
Recommended by: Darren Moon P.E., Story County Engineer (Date)



Musamha 10/8/19
Approved by: Chairperson, Story County Board of Supervisors (Date)

SELLER'S ACKNOWLEDGEMENT

State of Iowa: ss On this 25th day of September, 2019, before me, the undersigned, personally appeared Patrick J. Craig, Co-trustee of the Hilko J. Mein Residuary Trust. Known to be to be the identical person in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Notary Public of Iowa



"Exhibit A"

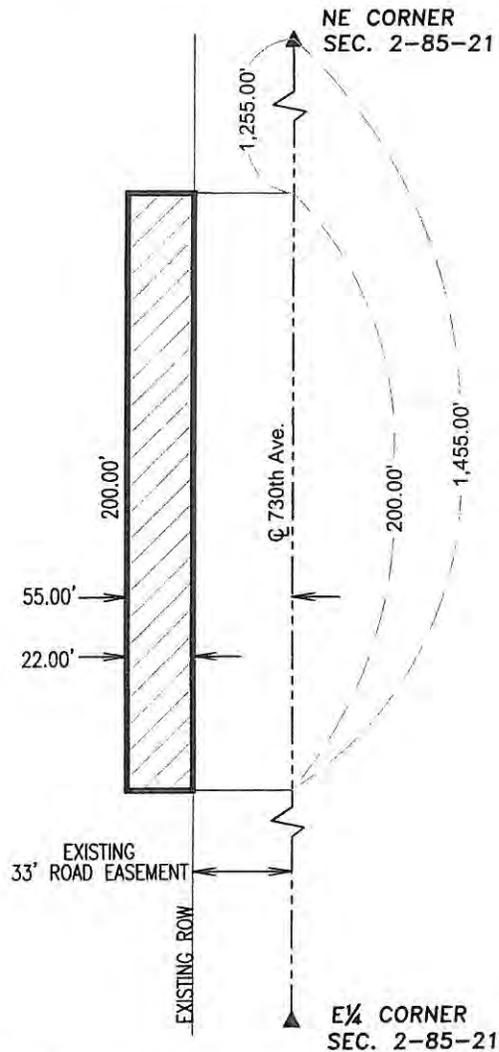
STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. FM-C085(153)--55-85 PARCEL NO. 04-02-200-400
SECTION 2, TOWNSHIP 85N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.
ACQUIRED FROM HILKO MEIN TRUST

EXISTING R.O.W. 0.15 ACRES NEW R.O.W. 0.10 ACRES TOTAL R.O.W. 0.25 ACRES

The West 22.00 feet of the East 55.00 feet of the South 200.00 feet of the North 1,455.00 feet in the SE $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 2, Township 85 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.25 acres of which 0.15 acres is existing R.O.W.

SE $\frac{1}{4}$, NE $\frac{1}{4}$
SEC. 2-85-21



DATE DRAWN 8/9/19

STORY COUNTY

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

Email: engineerweb@storycountyia.gov

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

Permit Number: 1995-09
Road Name: S Elwood Dr.

SPONSOR:

Arnold Air Society Number of Volunteers: 20
Name of Sponsor (Organization, Group or Individual)

Air Force ROTC Det 250 131 Armory
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Alex Stephens 150 Campus Ave, Ames IA 50014 319-310-9224 ans66@iastate.edu
Contact Person Address Phone # E-mail

Description of the road for which application is being made:
S. Elwood Dr. (250th to 270th on 530th)

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

Alex Stephens 10/21/19
Applicant Date

STORY COUNTY APPROVAL

Jaren Allen 10-3-19
County Engineer Date

Phoamhean 10/8/19
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 _____ Fall clean-up will be: _____

STORY COUNTY UTILITY PERMIT

Date 10/2/19

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242nd St, Marshalltown, IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 305th St. from 60104 under the road a _____ distance of 265 ft.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cuttrench.

Date 10-2-19

Consumers Energy
Name of Company (Applicant - Permittee)

641-485-4064
by Phone no.

Recommended for Approval:

Date 10-2-19

515-382-7355
County Engineer Phone no.

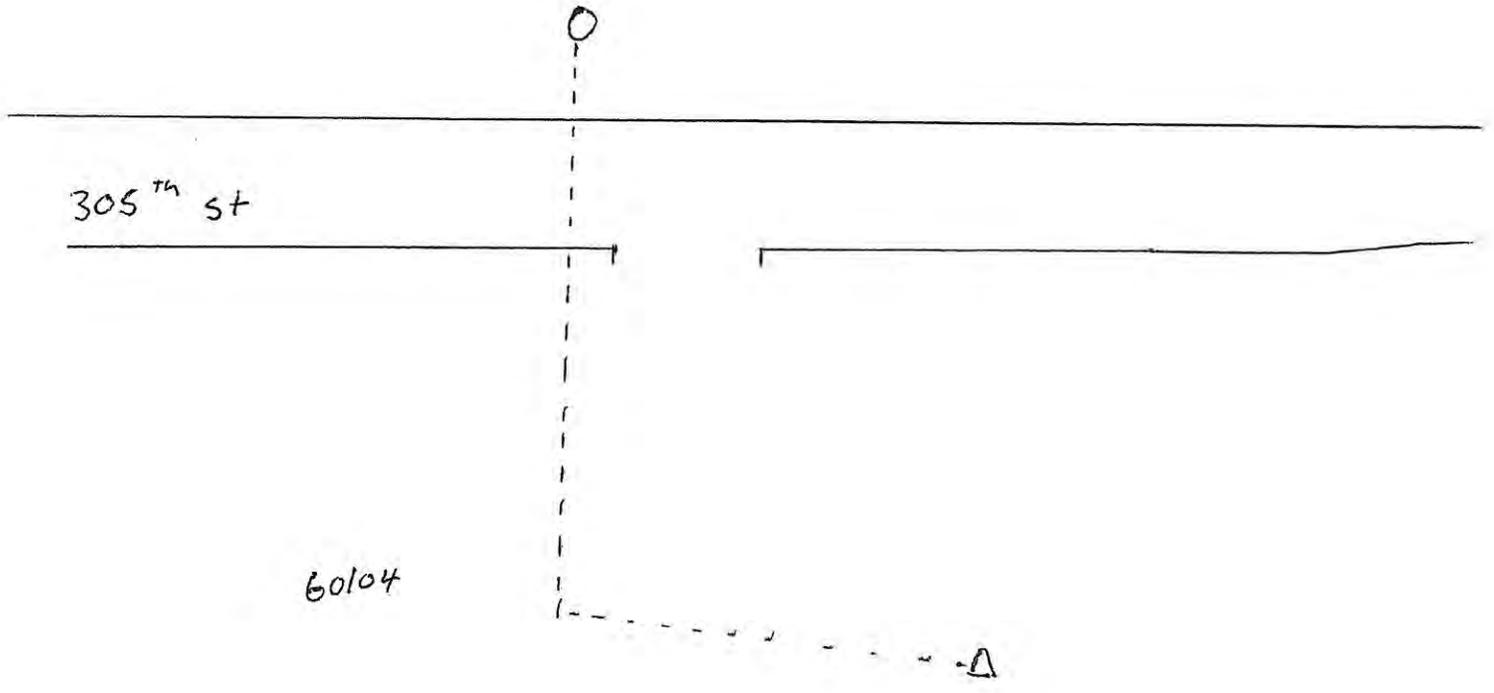
Approved:

Date 10/8/19

Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.

↑
N



Bore under the roadbed a minimum of 4 foot and install 2 inch Duct containing 7200 volt electric cable.

STORY COUNTY UTILITY PERMIT

Date 10/3/19

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of Iowa, with its principal place of business at 1005 E. Lincolnway, Jefferson does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Base primary u.g. on secondary route 500th Ave, from 1057 Y-Ave to 3618 500th Ave, a distance of 1/8th miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 10/3/19

Midland Power Cooperative
Name of Company (Applicant - Permittee)

Todd Leembird 515-370-5269
by Phone no.

Recommended for Approval:

Date 10-3-19

Dan Allen 515-382-7355
County Engineer Phone no.

Approved:

Date 10/8/19

Andrew
Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.

IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

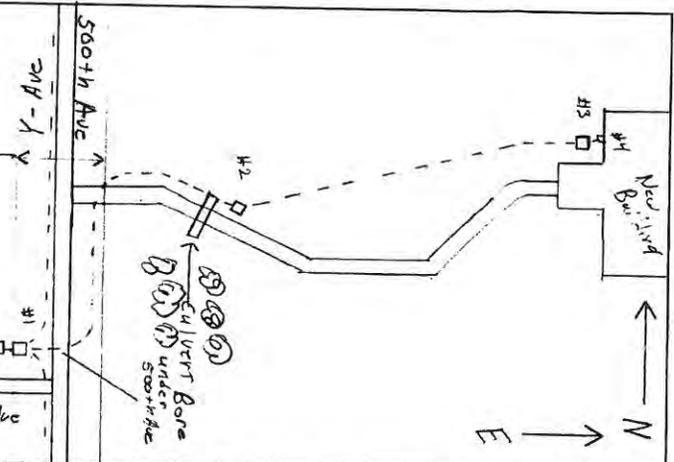
Name Stagecoach Club Lambs
 Location #: 3430-038-5530
 Address: 3618 N 500th Ave
 Phone#: 515-233-3547

County: Storv
 Township: Franklin
 School Dist.: _____
 Map Reference: SS Twp. 84 R 24 Sec. 30 Wire 1 Size 1/0 Kind JTW-220

WORK ORDER CODE	
New Construction	<input checked="" type="checkbox"/>
System Improvement	<input type="checkbox"/>
Replacement	<input type="checkbox"/>
Retire No. Replace	<input type="checkbox"/>

WORK ORDER NO. 13190
 740c# 101
 Staked By TL Date 9-26-19
 Sheet No. 1 of 1
 Comptd By _____ Date _____

SKETCH OF WORK



Pole No.	Pri. (Back) Span.	Poles H & C		Line Angle	Trans. "G"	Ground "M2"	Ohm No.	Unit "E"	GUY 310	Lead	Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No.	
		Misc.	Pri. Unit									Unit	(Back) Span			Size Meter	CONST.
#1	1	UM3-14	UM3-14		48-7	UM3-14								UM3-14	2		
	2	UM6-22	UM6-22		48-7	UM6-22								UM6-22	1		
#1-A	1	UM6-21	UM6-21		48-7	UM6-21								UM6-21	1		
	2	UM6-10	UM6-10		48-7	UM6-10								UM6-10	3		
#2	1	UM1-5	UM1-5		48-7	UM1-5								UM1-5	2		
	2	UM2	UM2		48-7	UM2								UM2	3		
#3	1	UM6-7	UM6-7		48-7	UM6-7								UM6-7	1		
	2	UM48-1	UM48-1		48-7	UM48-1								UM48-1	4		
	3	UM8	UM8		48-7	UM8								UM8	1		
#4	1	UM8	UM8		48-7	UM8								UM8	1		

Const. Compt _____
 Retire. Compt _____
 Material Ticket Compt _____
 500 BH 9-00

JOB BRIEFING

Nominal Voltage	Other of Line Pctive Dvc
Fault Current Available	Other Utilities in Area
Hazardous Induced Voltg	Personal Pctive Equip
Presence Pctive Grds	Traffic Control
Equipment Grounds	Job Procedure
Pole Condition	Individual Job Duties
Environmental Condition	Other Hazards

Crew Initials 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
170				X	965'	1	1085
150				X	10	1	50'
TOTALS							X

RETIREMENT

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							X



Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiaowa.gov

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jerry L. Moore, Planning and Development Director
RE: CUP05-19 WECS Conversion Project Surety Decommissioning Bond
DATE: October 2, 2019

Background:

The original Conditional Use Permit submitted by NextEra Energy, CUP04-07 for Story County Wind 1 was approved by the Story County Board of Adjustment October 3, 2007 for the construction of the 100 Wind Energy Conversion Systems located in northeast Story County in Warren, Lincoln, and Sherman Townships. The submittal process included many items including a requirement identified in Story County Land Development Regulation Chapter 90.08 (6) (N) for financial assurance from NextEra Energy to cover 130% of the decommissioning cost if the WECS were considered a discontinued use and without energy production for a period of one year. To address this requirement, NextEra Energy provided a letter of assurance (Decommissioning Agreement and Guaranty) agreeing to perform and/or pay Story County \$4,000,000 if the WECS were without energy production for a period of one year. The document was signed by a previous Board of Supervisor chair on January 15, 2008, however, it does not specify the financial source reserved for the obligation and it is not notarized.

On June 19, 2019, the Story County Board of Adjustment approved CUP05-19 a WECS Conversion project involving the 100 existing Wind Energy Conversion Systems located in the northeast Story County Townships identified above. The project includes changing out rotors (blades), gears and generators in the 100 WECS. During the review of the CUP application submittal, Planning and Development staff requested NextEra Energy to update the Decommissioning Agreement and Guaranty to reflect the planned conversion project. Upon review of the document by the County Attorney's Office staff and discussion with Planning and Development staff, it was determined that the Surety Decommissioning Bond requested and also submitted by NextEra Energy was a more appropriate financial assurance guarantee mechanism to address coverage of the decommissioning cost of the 100 WECS. The total amount of the Surety Decommissioning Bond is \$11,111,132 and the coverage is for 30 years.

The Story Wind Decommissioning and Guarantee Termination document indicates that the Decommissioning Agreement and Guaranty previously agreed to by NextEra Energy and Story County is being terminated and replaced with the Surety Decommissioning Bond #9324791.

Recommendation:

In response to NextEra Energy's financial assurance requirement to cover 130% of the decommissioning cost of the 100 WECS conversion project identified in CUP05-19, Planning and Development Staff recommend the Board of Supervisors terminate the Decommissioning Agreement and Guaranty and support the Surety Decommissioning Bond.



PLEASE RECYCLE

5. Governing Law. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to principles of conflicts of laws thereunder in observance of Section 7 of the Prior Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed on the date first above written.

STORY WIND, LLC,

By: _____

Name: _____

Title: _____

NEXTERA ENERGY RESOURCES, LLC

By: _____

Name: _____

Title: _____

STORY COUNTY BOARD OF SUPERVISORS

By: *Linda Murken*

Name: LINDA MURKEN

Title: Board Chair



TERMINATION OF DECOMMISSIONING AGREEMENT AND GUARANTY

This TERMINATION OF DECOMMISSIONING AGREEMENT AND GUARANTY (this "**Termination Agreement**") is made and entered into as of this ____ day of September 2019, (the "**Effective Date**"), by and among Story Wind, LLC, a Delaware limited liability company ("**Story Wind**"), Nextera Energy Resources, LLC, a Delaware limited liability company (formerly known as FPL Energy, LLC and the "**Guarantor**"), and the Story County Board of Supervisors ("**Board**").

RECITALS:

- A. WHEREAS, Story Wind was granted a Conditional Use Permit ("**CUP**") by the Story County Board of Adjustment on October 3, 2007 to design, construct, operate and maintain a commercial wind energy conversion system of approximately 150 megawatts, built in Story County with wind turbines, collection lines, maintenance and operations facilities and electric substations ("**C-WECS**");
- B. WHEREAS, one of the conditions of the CUP was that Story Wind agree to decommission the C-WECS after it is no longer operating and to provide financial assurances to Story County to support its decommissioning obligations;
- C. WHEREAS, Story Wind, Guarantor, and the Board are parties to a Decommissioning Agreement and Guaranty, dated as 15th of January 2008 (the "**Prior Agreement**"), pursuant to which Story Wind agreed to decommission the C-WECS in full compliance with the requirements set forth in Section 20.90.B.6.b of the Story County Land Development Regulations ("**Development Regulations**") and Guarantor agreed to guarantee to the Board the full and complete performance of Story Wind's obligations;
- D. WHEREAS, on the Effective Date, Guarantor is causing a Decommissioning Bond ("**Bond**") to be issued and delivered in favor of Story County;
- E. WHEREAS, the parties hereto wish to terminate the Prior Agreement upon receipt by Story County of the Bond.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Termination. The Prior Agreement is hereby terminated.
- 2. Counterparts. This Termination Agreement may be executed in counterparts, each of which when executed shall be deemed an original and together the same instrument.
- 3. Headings. The headings in this Termination Agreement are for purposes of reference only, and shall not affect the meaning hereof.
- 4. Amendments. No term or provision of this Termination Agreement shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Counterparty. This Termination Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

DECOMMISSIONING BOND

Bond No.: 9324791

KNOW ALL MEN BY THESE PRESENTS, THAT WE Story County Wind, LLC (Hereinafter called Principal), as Principal and Fidelity and Deposit Company of Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland (hereinafter called "Surety") as Surety, are held and firmly bound unto Story County (Hereinafter called "Obligee"), as Obligee, in the penal sum of Eleven Million One Hundred Eleven Thousand One Hundred Thirty Two and 00/100 (\$11,111,132.00) good and lawful money of the United States of America, to be paid to the Obligee, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been granted approval by the Story County for Conditional Use Permit to design, construct, operate and maintain a commercial wind energy conversion system of approximately 150 megawatts, to be built in Story County with wind turbines, collection lines, maintenance and operations facilities and electric substations, and

WHEREAS, as a condition of said approval, the Principal is required to file security to cover the cost as identified in Exhibit "A" attached hereto. The easements, among other things, permit Story Wind to construct, operate and maintain its C-WECS after it is no longer operating and to provide financial assurances to Story County to support its decommissioning obligations in full compliance with the requirements set forth in Section 90.08 (6) (N) of the Story County Land Development Regulations, with effective date 6/19/2019.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall comply with the conditions of the Bond as referenced above, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, THAT THIS BOND IS EXECUTED BY THE PRINCIPAL AND SURETY AND ACCEPTED BY THE OBLIGEE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. The term of this Bond is for 30 year(s) beginning on September 10, 2019, unless released by the Obligee prior thereto.
2. The liability of the Surety shall not be discharged by any payment or succession of payments under this Bond, unless and until such payment shall amount in the aggregate to the penal sum of the Bond, but in no event exceed the penal sum of the Bond regardless of the number of extensions or years it may be in effect.
3. That in the case of default of the Principal, the Obligee will give written notice to the Surety within thirty (30) days thereafter.
4. No right of action shall accrue under this Bond to or for the use or benefit of anyone other than the named Obligee or its successors or assigns. No assignment by the Principal shall be effective without the written consent of the Surety.
5. During the term of this Bond, the Surety shall notify both the Obligee and the Principal by certified mail 120 days before any cancellation of this Bond. If the Principal does not extend the effective date of this Bond, or establish alternate financial assurance within 90 days after receipt of a cancellation notice by the Surety, the Obligee may draw on this Bond.
6. All suits, actions on this Bond must be brought within sixty (60) days of the termination of the Permit or Bond, whichever shall occur first.
7. If any conflict or inconsistency exists between the Surety's obligations as described in the Bond and as described in the underlying Permit, then the terms of the Bond shall prevail.
8. The Surety's liability under this Bond shall not extend in any manner nor will the Surety be responsible to pay any sums due related to hazardous waste clean-up, wetlands mitigation, remediation actions or removal or responsibility for any of these pollution risks whatsoever, unless such matters

are a direct result of Principal's actions and required as a result of the conditions set forth in the Permit or for tort liability.

9. No modification of the Permit guaranteed by this Bond shall be binding on the Surety or covered by this Bond without the written consent of the Surety.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be executed in their names and by their seals to be hereunder affixed on this 9th day of September, 2019.

Story County Wind, LLC
Principal

ATTEST *[Signature]*

By *[Signature]*
Michael O'Sullivan
Vice President

Fidelity and Deposit Company of Maryland
Surety

ATTEST *[Signature]*
Sara Owens

By *[Signature]*
Wayne G. McVaugh, Attorney-in-Fact



The above terms and conditions of this Bond have been reviewed and accepted by Story County, the Obligee.

Acknowledged and Accepted:
 By: *[Signature]*
 Printed Name: LINDA MURKEN
 Title: Board Chair
 Date: 10/8/19



MICHELLE L. BELLILE
 Commission Number 742727
 My Commission Expires
 September 11, 2021

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Wayne G. MCVAUGH, Elizabeth MARRERO, Patricia A. RAMBO, Sara OWENS, Kimberly G. SHERROD, Joanne C. WAGNER, Vicki JOHNSTON, Cathy H. HO, George GIONIS, Lori SHELTON, Jaquanda MARTIN and Kaitlyn MALKOWSKI** all of **Philadelphia, Pennsylvania, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of May, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 15th day of May, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of September, 2019.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

DECOMMISSIONING AGREEMENT AND GUARANTY

This Decommissioning Agreement and Guaranty is made this 15th day of January 2008 by and among Story Wind, LLC, a Delaware limited liability company ("Story Wind"), FPL Energy, LLC, a Delaware limited liability company ("Guarantor") and the Story County Board of Supervisors ("Board").

WHEREAS, Story Wind was granted a Conditional Use Permit ("CUP") by the Story County Board of Adjustment on October 3, 2007 to design, construct, operate and maintain a commercial wind energy conversion system of approximately 150 megawatts, to be built in Story County with wind turbines, collection lines, maintenance and operations facilities and electric substations ("C-WECS"); and

WHEREAS, one of the conditions of the CUP is that Story Wind agree to decommission the C-WECS after it is no longer operating and to provide financial assurances to Story County to support its decommissioning obligations; and

WHEREAS, Story Wind is a subsidiary of Guarantor; and

WHEREAS, Story Wind has obtained easements from various landowners in Story County. Each such easement is identified in Exhibit "A" attached hereto. The easements, among other things, permit Story Wind to construct, operate and maintain its C-WECS;

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Story Wind does hereby agree with and pledge to the Board to decommission the C,-WECS in full compliance with the requirements set forth in Section 20.90.B.6.b of the Story County Land Development Regulations which provides as follows:

b. **Discontinuation and Decommissioning.** A WECS shall be considered a discontinued use after one (1) year without energy production, unless a plan is developed and submitted to the Director outlining the steps and schedule for returning the WECS to service. All WECS and accessory facilities shall be removed to four (4) feet below ground level within one hundred eighty (180) days of the discontinuation of use. Each Commercial WECS shall have a De-commissioning plan outlining the anticipated means and cost of removing WECS at the end of their serviceable life or upon becoming a discontinued use. The cost estimates shall be made by a professional engineer licensed in the State of Iowa. The plan shall also identify the financial resources that will be available to pay for the decommissioning and removal of the WECS and accessory facilities. The County reserves the right to verify that adequate decommissioning terms are contained in the landowner easement.

(The undertakings provided in this Paragraph I are hereinafter referred to as the "Obligations".)

2. Guarantor does hereby absolutely, unconditionally and irrevocably guarantee to the Board the full and complete performance of Story Wind's Obligations, provided, however, that the maximum amount of the Obligations for which the Guarantor shall be liable pursuant to

this Guaranty, and the maximum recovery from the Guarantor which may be collected pursuant to the provisions of this Guaranty, shall in no event exceed \$4,000,000 in the aggregate (the "Maximum Recovery Amount").

3. In order to make a demand under this Agreement and Guaranty ("Demand"), the Board shall provide Story Wind ten (10) days prior written notice of any demand to satisfy Story Wind's Obligations under this Agreement and Guaranty. The Demand shall be sent to Story Wind at the address provided In Par. 4 below. Upon Demand, Story Wind shall perform its Obligations.

4. Should Story Wind fail to perform its Obligations in a reasonable time, or state that it is unable or unwilling to perform its Obligations, the Board shall make Demand on Guarantor, and Guarantor shall perform or cause to be performed its Obligations as are to be performed or, at its sole option, pay in cash or cause to be paid in cash such Obligations as are to be paid, subject, however, to the Maximum Recovery Amount. A Demand under the Guaranty shall be in writing and shall reasonably specify in what manner and what amount, as applicable, Story Wind has failed to pay or perform, and shall state why such payment or performance is due, with a specific statement that the Board is calling upon Guarantor to pay or perform under this Guaranty. A Demand reasonably satisfying the foregoing requirements shall be required with respect to Obligations before Guarantor is required to pay or perform such Obligations hereunder and shall be deemed sufficient notice to Guarantor that it must pay or commence to perform the Obligations within ten (10) Business Days after its receipt of the Demand. Such demand shall be sent to:

FPL Energy, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Telephone: (561) 694-6204
Facsimile No. (561) 694-3707
Attention: Treasurer

5. Except with regard to the Demand, Story Wind and Guarantor waive all requirements of notice of the acceptance of this Agreement and Guaranty, all requirements of notice of breach or nonperformance by the Board and any demand by the Board and/or prior action by the Board of any nature whatsoever against Guarantor. Notwithstanding the foregoing, Guarantor reserves the right to raise any defenses against any Obligations that Story Wind could raise under the CUP. Guarantor's obligations as guarantor to the Board shall remain fully binding although the Board may have waived one or more defaults by Guarantor, extended the time of performance by Guarantor, modified or amended the CUP, released, returned or misapplied other collateral given later as additional security (including other guarantees).

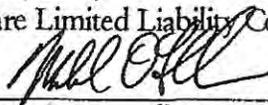
6. In addition to the foregoing, Story Wind shall restore any damage caused by the construction of C-WECS to Story County roads to their original condition. If Story Wind fails to repair such damage, it shall pay to Story County up to the amount of \$52,000 for any damage to the roads resulting from Story Wind's construction activity.

7. This Guaranty shall be governed by and construed in accordance with the laws of the State of Iowa, without reference to principles of conflicts of laws. In no event shall Guarantor be subject hereunder to consequential, exemplary, equitable or tort damages arising from this Agreement and Guaranty. Any legal action or proceeding by or against Guarantor with respect to or arising out of this Agreement and Guaranty shall only be brought in or removed to the courts of the State of Iowa, in and for Story County, or of the United States District Court for the Southern District of Iowa. By delivering this Guaranty, and by the Board accepting this Guaranty, Story Wind, Guarantor and the Board hereby agree to waive the right to a trial by jury, and further agree to waive any right to stay or dismiss any action or proceeding under or in connection with this Guaranty brought before the foregoing courts on the basis of forum *non-conueniens*.

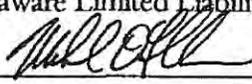
8. This Agreement and Guaranty may be supplemented by Story Wind adding additional easements to Exhibit "A" and recording a Notice of Supplemental Easements in the office of the Story County Recorder. Except for such Supplemental Easements, this Agreement and Guaranty is the sole and entire agreement among the parties hereto with respect to the matters contained herein and shall be binding upon the parties hereto and their respective successors, successors in interest and assigns and shall continue in effect subsequent to any assignment of the CUP by Story Wind or by operation of law.

IN WITNESS to the above, the parties hereto have executed this Agreement and Guaranty on this fifteenth day of January 2008.

STORY WIND: _____
Story Wind, LLC,
A Delaware Limited Liability Company

By: 
Name: Michael O'Sullivan
Title: Sr. Vice President

GUARANTOR: _____
FPL Energy, LLC
A Delaware Limited Liability Company

By: 
Name: _____
Title: _____

STORY COUNTY BOARD OF SUPERVISORS

By: 
Name: Jane E. Halliburton
Title: Chairperson

Story County
Board of Supervisors
900 6th Street
Nevada, IA 50201-2087

Dated: 1-15-08

	A	B	C	D
1		STORY COUNTY WIND FARM EASEMENT AGREEMENTS		
2				
3		<u>Name</u>	<u>Recorded</u>	<u>Notes</u>
4				
5	1	Andrew	2008-2138	Recorded 3/6/08
6	2	Asmussen	2008-2129	Recorded 3/6/08
7	3	Brinkman	2008-2130	Recorded 3/6/08
8	4	Daily	2008-2131	Recorded 3/6/08
9	5	Davis [section 26]	2007-13413	Recorded 11/26/07
10	6	Davis [section 25]	2008-756	Recorded 1/24/08
11	7	Dunahoo	2007-13414	Recorded 11/26/07
12	8	Eggers Family Trust	2008-755	Recorded 1/24/08
13	9	Erickson, Janet L.	2007-13415	Recorded 11/26/07
14	10	Farren	2008-2748	Recorded 3/21/08
15	11	Greiner, Arden	2008-754	Recorded 1/24/08
16	12	Greiner Farm Corp	2008-2132	Recorded 3/6/08
17	13	Greiner, Lavonne	2008-752	Recorded 1/24/08
18	14	Hamm	2008-2135	Recorded 3/6/08
19	15	Handsaker	2007-13416	Recorded 11/26/07
20	16	Herndon Trusts	2008-741	Recorded 1/24/08
21	17	Horst-Liechty Partnership	2008-2165	Recorded 3/7/08
22	18	Howard	2007-13418	Recorded 11/26/07
23	19	Huhn, Ronald	2007-13419	Recorded 11/26/07
24	20	Johnson, Jerry	2008-753	Recorded 1/24/08
25	21	Keigan	2008-749	Recorded 1/24/08
26	22	Knaphus	2008-2133	Recorded 3/6/08
27	23	Larson	2007-13420	Recorded 11/26/07
28	24	Mehlisch	2008-750	Recorded 1/24/08
29	25	Messina, et al (Davis Acres)	2008-2745	Recorded 3/21/08
30	26	Miller	2007-13417	Recorded 11/26/07
31	27	Norris	2008-2134	Recorded 3/6/08
32	28	Obrecht	2007-13421 2008-2166	Amendment recorded 3/7/08
33	29	Peck	2007-13422	Recorded 11/26/07
34	30	Perry	2008-742	Recorded 1/24/08
35	31	Rasmusson & Son Inc.	2007-13424	Recorded 11/26/07
36	32	Rasmusson Farms	2008-2137	Recorded 3/6/08
37	33	Riese	2008-2136	Recorded 3/6/08
38	34	Robins	2008-751	Recorded 1/24/08
39	35	Rozendaal	2008-2139	Recorded 3/6/08
40	36	Steelman Trust	2008-746	Recorded 1/24/08
41	37	Tjelmeland	2007-13425	Recorded 11/26/07
42	38	Toms	2007-13426	Recorded 11/26/07
43	39	Upchurch	2008-747	Recorded 1/24/08
44	40	Watts	2008-748	Recorded 1/24/08
45	41	Weuve	2008-2140	Recorded 3/6/08
46	42	Whitaker	2007-13427	Recorded 11/26/07
47	43	Wilson (R&A Farms)	2007-13423	Recorded 11/26/07
48				

	A	B	C	D
1		STORY COUNTY COLLECTION EASEMENT AGREEMENTS		
2				
3		Name	Recorded	Notes
4				
5	1	Allen	2008-2163	Recorded 3/7/08
6	2	Beckwith Trust	2008-745	Recorded 1/24/08
7	3	Edler	2008-758	Recorded 1/24/08
8	4	Greiner Farm Corp	2008-2132	Recorded 3/6/08
9	5	Greiner, Arden	2008-757	Recorded 1/24/08
10	6	Handsaker	2007-13409	Recorded 11/26/07
11	7	Hartwig, dean	2008-4517	Recorded 4/29/08
12	8	Hartwig, kathleen	2008-2164	Recorded 3/7/08
13	9	Horst Leichty Partnership	2008-2165	Recorded 3/7/08
14	10	Horst, Mary Belle Trust	2008-2746	Recorded 3/21/08
15	11	Huhn	2007-13419	Recorded 11/26/07
16	12	Johnson, Hilda	2008-744	Recorded 1/24/08
17	13	Kidcorp Inc.	2007-13410	Recorded 11/26/07
18	14	Obrecht	2007-13421& 2008-2166	Amendment recorded 3/7/08
19	15	Schuler	2007-13411	Recorded 11/26/07
20	16	Sparrow	2007-13412	Recorded 11/26/07
21	17	Thompson	2008-743	Recorded 1/24/08
22	18	Weires Stacie, et al	2008-2747	Recorded 3/21/08
23				

NEOGOV ORDERING FORM			
Employee Count: 225		Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@neogov.com	
Customer Information			
Customer Name:	Story, County of (IA)	Customer Contact Name:	Alissa Wignall
Customer Address:	900 6th Street Nevada, IA 50201	Email Address:	awignall@storycountyiowa.gov
Fee Summary			
Description of Subscriptions	SaaS Subscription Fees	Non-Recurring Professional Service Fees	Service Fee Sub-Totals
Perform (PE)	\$11,152.00	\$4,000.00	\$15,152.00
		Order Total:	\$15,152.00

A. Agreement and Applicable Modifications to the Agreement.

1. Agreement. This Ordering Document and the Services purchased herein are governed by the terms of the Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Document available at <https://www.neogov.com/service-specifications>, as well as the Service Specifications and applicable Schedules incorporated therein.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative. This Order Form may not be modified or amended except through a written instrument signed by the parties.

B. General Terms Summary.

1. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
2. The Effective Date. This Order is made and entered into as of the date of Customer signature on this Order Document (the "Effective Date").
3. SaaS Subscription(s) Start Date. The Effective Date.
4. Billing Frequency. Annual. Net 30 from Customer receipt of NEOGOV invoice.
5. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.
6. Offer Validity. This Order is valid for 30 days from the date of Customer receipt of this Ordering Document unless extended by NEOGOV.

C. Special Conditions (if any).

The Subscription for Perform shall commence on January 1st, 2020 (the "Perform Subscription Commencement Date").

The Perform Annual Subscription Fees shall be invoiced on the Subscription Commencement Date and each anniversary thereafter. Fees are due net thirty (30).

NEOGOV™

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: <i>Story County</i>	
Signature: <i>[Handwritten Signature]</i>	Signature: <i>[Handwritten Signature]</i>
Print Name: <i>LINDA MURKEN</i>	Print Name: John Closs
Date: <i>10/8/19</i>	Date: 9/30/2019

NEOGOV SERVICES AGREEMENT

You agree that by placing an order through a NEOGOV standard ordering document (the "Order" or "Ordering Document") you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc.(dba "NEOGOV") and, where applicable, its affiliates; "Customer", "you", "your" means the Governmentjobs.com client, customer, or subscriber identified in the Ordering Document.

If you are placing such an Order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Ordering Document and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement"), documents incorporated herein including the applicable Ordering Document and Schedule(s), and Special Conditions (if any).

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with, and/or access its SaaS Applications, Integrations, and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Ordering Document (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription Grant.**
 - a) **SaaS Subscription.** "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV in connection with the provision of SaaS Applications. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer's internal purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) Customer employees and (ii) Customer agents, contractors, consultants, and their respective employees, all of which are pre-approved by NEOGOV.
 - b) **Delivery and Subscription Term.** NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are accepting it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. NEOGOV shall provide Customer access to the SaaS Applications within a reasonable time following the Effective Date unless otherwise agreed.
 - c) **Content License.** Should Customer purchase access to SaaS Applications containing audio-visual content ("Licensed Content"), NEOGOV grants to Customer a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other content, or create any derivative works of the Licensed Content.
 - d) **Program Documentation.** Program Documentation shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
 - e) **Prohibited Access.** You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

3. **Professional Services.** “Professional Services” shall mean professional consulting services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.
4. **Segmentation.** The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
5. **Payment Terms.** Unless otherwise stated in an Ordering Document, Customer shall pay all Subscription fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) within thirty (30) days of Customer’s receipt of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated “Bill To” party on the Ordering Document. Unless explicitly provided otherwise, once placed the Ordering Document is non-cancellable and sums paid nonrefundable. Subscription Fees are based upon the Customer’s employee count and the amount of Customer Data NEOGOV maintains in its systems for Customer. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable NEOGOV invoice or Ordering Document. Failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in the Ordering Document, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term.
6. **Term and Termination.**
 - a) **Term.** Unless otherwise specified in an applicable Ordering Document, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
 - b) **Termination for Cause.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party’s written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer’s use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy.
 - c) **Effect of Termination.** Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. **Service Specifications.** “Service Specifications” means the following documents, as applicable to the Services under your Order: Program Documentation, Service Schedules, Terms of Use, Security Statements, Retention, Cookie, and Privacy Policies. The Service Specifications describe and govern the Services. Online Service Specifications may be made available at <https://www.neogov.com/service-specifications> or provided upon Customer request. All applicable Service Specifications are incorporated into this Agreement. Excluding Service Schedules, NEOGOV may update the Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.
8. **Maintenance, Modifications and Support Services.**
 - a) **Maintenance.** NEOGOV maintains NEOGOV’s hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, NEOGOV database security, and integrity of Customer Data stored in the NEOGOV database. Preventive system maintenance is conducted by NEOGOV from time

- to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks.
- b) **Modifications, Updates, and Upgrades.** NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - c) **Training Materials.** Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
 - d) **Implementation.** For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site, unless otherwise agreed in the Ordering Document. NEOGOV personnel will provide dedicated consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Personnel grasp the system.
 - e) **Support.** Phone support for the Services is available to Customer between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request).
 - f) **Limitations.** Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. **NEOGO Intellectual Property.** NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGO Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGO Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. **Data Processing and Privacy.**
- a) **Customer Data.** "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively own all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services.
 - b) **Platform Data.** "Platform Data" shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any Authorized User, including any end user visit, session, impression, clickthrough or click stream data, non-personal Usage Data, Account, Log, Device, Publication, Tracking, and Transaction Data as defined in NEOGOV's Privacy Policy, and any statistical or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access,

and to permit Authorized Users to use and access, Platform Data of which NEOGOV makes available through the SaaS Applications solely for Customer's internal purposes.

- c) Privacy. NEOGOV shall process all data in accord with the NEOGOV Privacy Policy available at <https://www.neogov.com/privacy-policy>. The defined terms in the NEOGOV Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein.
 - d) Data Responsibilities. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data inside and outside the Services (including any personally identifiable information), and (iv) Customer database(s). NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. NEOGOV recommends Customer backup their Customer Data outside the Services if necessary. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
 - e) Service Usage. NEOGOV may set forth Fees for designated levels of usage and data storage within each SaaS Application (each a "Storage Quota"), beginning with the Fees payable by Customer for the levels of usage and data storage in effect as of the Effective Date. NEOGOV will use commercially reasonable efforts to notify Customer in writing if Customer has reached 80 percent of its then current Storage Quota and Customer may increase its Storage Quota and corresponding Fee obligations in accordance with NEOGOV's then current usage price tiers. Customer acknowledges that exceeding its then-current Service Allocation may result in service degradation for Customer and other NEOGOV customers and agrees that (i) NEOGOV has no obligation to permit Customer to exceed its then-current Storage Quota and (ii) Customer is not entitled to any Service Level Credit for periods during which Customer exceeds its then-current Storage Quota, regardless of whether the Services fail to meet any availability requirement during such period.
 - f) External Breach. In the event of a security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV will: (a) initiate remedial actions that are in compliance with applicable law and consistent with industry standards; and (b) notify you of the security breach, its nature and scope, and the remedial actions NEOGOV will undertake as determined solely by NEOGOV.
 - g) Internal Breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV immediately of the breach and steps you will take to remedy the breach.
11. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.
12. Representations, Warranties, and Disclaimers.
- a) Service Performance Warranty. NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

- b) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- c) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
- d) Configurable Services. The Services can be used in ways that do not comply with applicable laws and it is Customer's sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. NEOGOV is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer.
- e) Services Do Not Constitute Advice or Credit Reporting. NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.
- f) No Control of HR Practices. You acknowledge that NEOGOV exercises no control over your specific human resource practices implemented using the Service or your decisions as to employment, promotion, termination, or compensation of any Personnel or Authorized User of the Service. You further agree and acknowledge that NEOGOV does not have a direct relationship with your employees and that you are responsible for all contact, questions, Customer Data updates and collection, with your employees. In addition, you are responsible for the privacy (including your own privacy policies governing your processing of Customer Data), collection, use, retention and processing of your Customer Data, and providing any and all notices and information to your employees regarding the foregoing, in compliance with all applicable laws. NEOGOV hereby disclaims all liability arising from your decisions and from harmful data or code uploaded to the Service by you and/or your employees, contractors or agents.
- g) Customer Compliance. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer's use of the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. All users of the Services are obligated to abide by the Terms of Use available at <https://www.neogov.com/terms-of-use>. Customer shall take reasonable efforts to make all users, whether Authorized or unauthorized, aware of this Agreement's provisions as applicable to such user's use of the Services and shall cause users to comply with such provisions.

13. Indemnification.

- a) **Indemnity.** Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, if Customer does the following:
 - i. Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
 - ii. Gives NEOGOV sole control of the defense and any settlement negotiations; and
 - iii. Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.
- b) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- c) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights. NEOGOV will not indemnify Customer for any intellectual property infringement claim(s) known to Customer at the time subscription rights are obtained.
- d) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

14. Limitations of Liability.

- a) **Waiver.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- b) **Limitation.** WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND

UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

- c) Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by NEOGOV to Customer. Each of these provisions is severable and independent of all other provisions of this Agreement.
15. Trial and Beta Services; Integrations. To the extent Customer utilizes Trial, Beta, or NEOGOV Integration Services, the Schedules relevant to such Services found at <https://www.neogov.com/service-specifications> are incorporated herein and shall supplement the Services Agreement.
 16. E-Signatures.
 - a) E-Signature Provisioning & Consent. NEOGOV E-Forms and other electronically signed services (“E-Signatures”) are provided by NEOGOV for two counterparties (generally a government employer (the “sending party”) subscribing to NEOGOV Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by NEOGOV, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.
 - b) Right to Opt-Out of E-Signatures. You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOGOV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.
 - c) Electronic Download. If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, NEOGOV provides the opportunity to download and print a paper copy of the document at no charge. If you later withdrawn your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.
 - d) E-Signature Validity. PLEASE NOTE THAT NEOGOV’S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. NEOGOV HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE’S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY PARTICULAR STATE, OR ANY OTHER LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING NEOGOV’S E-SIGNATURE’S.
 17. Relay of Content. NEOGOV relays content including, but not limited to, resumes, cover letters, applications, messages, questionnaire answers, responses, offer letters, and other materials. You acknowledge that you are asking NEOGOV to send this content on your behalf. We process, monitor, review, store, and analyze such content for data analysis, quality control, enforcement of the Terms of Use, security, content moderation, and to improve the SaaS Applications. As a result, or due to technical malfunction, in certain circumstances such content may be delayed or may not be delivered to the intended recipient. NEOGOV may notify you in such an event.
 18. Text Message Communications. NEOGOV may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of

any third parties to receive such text messages. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.
20. Cooperative Agreement. As permitted by law, it is understood and agreed by Customer and NEOGOV that any government entity other than Customer (the "New Entity") may purchase the services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity.
21. Publicity. Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement.
22. Authority. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
23. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.
24. Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void.
25. Entire Agreement; Amendment. This Services Agreement and documents incorporated herein (including all Service Specifications and Schedules), the applicable Ordering Document, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Ordering Document. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Ordering Document unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Ordering Document shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Ordering Document shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Ordering Document, 3) the applicable NEOGOV Services Agreement, Service Specifications, Schedules, and other incorporated documents, 4) Customer terms and conditions (if any). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.
26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer's State of residence, without giving effect to conflict of law rules.

27. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect.
28. Survival. Provisions that survive termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive.
29. Independent Contractor; Third Party Agreements. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
30. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Ordering Document and (ii) NEOGOV at 300 Continental Blvd., Suite 565, El Segundo, CA 90245.
31. Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
32. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.



STORY COUNTY

Facilities Management

JOBY BROGDEN

Director

515.382.7401

JON EICKHOLT

Assistant

515.382.7402

Story County Administration

900 6th St.

Nevada, Iowa 50201

515.382.7404 FAX

DATE: October 1, 2019

TO: Board of Supervisors

FROM: Joby J. Brogden JB

RE: Judicial Requests for the Story County Attorney Remodel

The Facilities Management Department would like to discuss and receive direction for items to include in the schematic design of the Story County Attorney remodel.

District 2 Court Administrator Scott Hand provided a list of items the Judicial branch would like considered for the remodel. These items were provided to me by Scott after a meeting on 9/13/19 with court personnel, RMH Architects and I. The e-mailed items will accompany this request for discussion.

Discussion & Direction

APPROVED

DENIED

Board Member Initials:

Meeting Date:

Follow-up action:

*try to design so
elevator could be used by
both county attorney &
judicial staff, eliminate
bumpout if possible.*

Joby J. Brogden

From: Scott.Hand@iowacourts.gov
Sent: Tuesday, September 24, 2019 11:18 AM
To: Joby J. Brogden
Cc: Amy.Moore@iowacourts.gov; Bethany.Currie@iowacourts.gov;
James.Malloy@iowacourts.gov; Steven.VanMarel@iowacourts.gov;
Stephen.Owen@iowacourts.gov; Noah.Deters@iowacourts.gov
Subject: Re: [EXTERNAL] Story County Justice Center - summary of needs / wants for the Court

[External Sender - Please Use Caution]

Hi Joby,

Here is a summary of our needs/wants from the meeting on 9/13:

- A) Maintain original designed physical separation of the Court and county employees in the building.
- B) Make sure any changes to jury rooms still allow for comfortable space for 13 jurors.
- C) Make sure any changes to jury space still allow juror access to two (2) restrooms during the trial.
- D) Make sure any office space changes for Noah Deters give him approximately the same square footage and access to the back door / parking lot.
- E) Add an elevator in the back secure space to access second floor.
- F) Remodel of Law Library into conference space to be used for depositions, mediation, etc. These spaces should be acoustically 'secure' from each other.

Please let me know if you have any questions, thanks.

Scott
641-494-3611

**FY2021 – 2025 Story County
Capital Improvement Plan – Project Application
FORM 1**



This form is to be used for projects such as new building, land acquisition, remodels, and related items. Projects costing over \$25,000 submit this form. If this is part of an ongoing project identified on the current CIP, and there are proposed modifications, please select "Modification of Existing Project" below and provide additional information and update as applicable.

Project Name/Title: _____
 Department: _____ Prepared by: _____

Please choose **Type of Project** below:
 New Project/Construction
 Building Maintenance
 Modification of Existing Project

Is this part of a multi-year project?
 YES *
 NO

*If YES, please attached detailed budget by FY.

Provide a brief description of project:

Location of project: _____
 List Offices/Departments/Agencies physically impacted by project:

Is the project part of an adopted program, policy or plan?

YES (Identify Program/policy/plan):
 NO

Discussion & Direction
~~APPROVED~~ ~~DENIED~~

Board Member Initials: *gme*

Meeting Date: *10/8/19*

Is Story County legally obligated to perform this project?

YES - Directly Describe: _____
 YES - Indirectly Describe: _____
 NO

Follow-up action: *bring back for approval, not Dec 17 for 'board' discussion*

Please identify if this project is dependent upon or should coordinate with one or more other CIP projects and please describe the relationship:

Is this project included the FY19 adopted or any prior years' budget? Has this project already been approved by any Board or Commission? (Please check appropriate box(es) below)

YES Name of Board or Commission: _____

NO

FY2018 Budget Amount: _____

FORM 1 Continued

Schedule

In the space below, provide estimated project beginning and ending dates. Some projects may take several years to complete, so please provide a multi-year schedule if applicable.

Project Priority

Please rank the project for the following areas in terms of priority:

	Low	Med	High
Priority within Department	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Priority Countywide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Priority Regionally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Project Budget

Total Estimated Project Cost: \$ _____

Basis of the Cost Estimate (please check one) **Identify source/cost/date on line below.*

- Cost of comparable facility/equipment
- Cost estimate from engineer/architect
- Other (Ballpark "guesstimate")

Costs:	
Archictural/Engineering	\$ _____
Contingency Fees (10%)	\$ _____

*Source/Cost/Date _____

Select funding options available for this project:

- Budget Request
- Special Funds
- Other (Please identify) _____
- Grant
- TIF (Discussion by BOS on _____)

Budget Impact (Costs)- if applicable: Any and all future operating costs this project will cause, including wages, benefits, utilities, maintenance; supplies, etc.

Budget Impact (Savings) - if applicable: Any and all future operating savings this project will realize, including wages, benefits, utilities, maintenance, supplies etc.

If Cost Impact Exceeds Savings Impact: Please explain in detail the increased level of services that will be provided with the implementation of this project (or provide justification for project).

Please attach pages for any additional information or comments.

Date Received:

**FY2021 – 2025 Story County
Capital Improvement Plan – Project Application
FORM 2**



This form is to be used for proposed purchases/lease/rental of equipment, including vehicles, software, hardware, and other applications when the costs exceed \$75,000.

Project Name/Title: _____
 Department: _____ Prepared by: _____

Please choose **Form of Acquisition** below:

<input type="checkbox"/>	Purchase
<input type="checkbox"/>	Rental
<input type="checkbox"/>	Lease
<input type="checkbox"/>	Other: _____

Number of Units Requested: _____ Estimated Service Life (Years): _____

Direct Costs

_____ Per Unit (\$) _____ Total Cost (\$)

Purchase Price or Annual Rent/Lease

\$ _____ Plus: Installation or Related Charges
 \$ _____ Plus: Annual Operational Costs
 \$ _____ Less: Annual Operational Savings
 \$ _____ Less: Trade-in, Salvage Value, Discount
 \$ _____ **Net Purchase Cost / Annual Rent**

Select funding options available for this project:

<input type="checkbox"/>	Budget Request	<input type="checkbox"/>	Grant
<input type="checkbox"/>	Special Funds	<input type="checkbox"/>	TIF (Discussion by BOS on _____)
<input type="checkbox"/>	Other (Please identify)	_____	

Are you requesting this project to be on a replacement schedule?

<input type="checkbox"/>	YES (please describe the cycle):	_____
<input type="checkbox"/>	NO	

Is the project part of an adopted program, policy or plan?

<input type="checkbox"/>	YES (Identify Program/policy/plan):	_____
<input type="checkbox"/>	NO	

Is Story County legally obligated to perform this project?

<input type="checkbox"/>	YES - Directly	Describe: _____
<input type="checkbox"/>	YES - Indirectly	Describe: _____
<input type="checkbox"/>	NO	



CAPITAL IMPROVEMENTS PLAN TIMEFRAME FY2021-2025

Timeframe	Tasks	Comments
October 15, 2019	BOS Approve Forms, Process and Timeline	New Task for BOS Discussion
October 15 th - December ____ th	CIP Request Forms prepared by EO/DH	Forms are due on or before 5:00 pm December ____ ^h - submitted to Leanne Harter
<i>From December 4 - 6: staff available to discuss projects and finalize paperwork.</i>		
Week of December 9 th	CIP Review Committee Meeting #1	Initial review of projects and existing CIP and budget discussion
December 17 th <i>12th?</i>	Worksession with BOS	New Task for BOS Discussion
December 17 th - 20 th	CIP Review Committee Meeting #2	Discussion of projects to be included
Draft CIP prepared and distributed for BOS Budget Worksessions		Distributed prior to January 3, 2020
January ____, 2019	CIP Budget worksession with BOS	Additional discussions on the projects will occur through the individual worksessions as well.
Week of January ____	Staff compile changes to Draft CIP	Placed on BOS agenda for discussion purposes on ____
February ____, 2020	BOS review of Draft CIP	Discussion and direction to seek public input
February ____, 2020 - March ____, 2020	Public Comment Period	
March ____, 2020	BOS review of public input	Direction on revisions to be brought forth on March ____, 2020
March ____, 2020	Formal Adoption of CIP	Formal action occurs after adoption of the budget
Formal CIP Adoption - runs on a fiscal year basis.		
Project Timeframes		
FY20	July 2019 - June 2020	Current Year
FY21	July 2020 - June 2021	Year 1
FY22	July 2021 - June 2022	Year 2
FY23	July 2022 - June 2023	Year 3
FY24	July 2023 - June 2024	Year 4
FY25	July 2024 - June 2025	Year 5