

The Board of Supervisors met on 6/9/20 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lisa Heddens, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyia.gov). Murken announced George Floyd is being laid to rest today and asked for a moment of silence. Murken read the special note to the public: due to recommendations to limit gatherings to no more than ten (10) people in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via conference call originating from the Story County Administration Building.

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

UPDATES ON COVID-19 – Heddens reported on statewide numbers and one death in Story County.

UNIVERSITY COMMUNITY CHILDCARE ANNUAL REPORT – submitted written report only.

MINUTES: 6/2/20 Minutes – Heddens moved, Olson seconded the approval of Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 6/21/20, in a) Animal Control for Sue McCaskey @ \$2,968.31/bw. Olson moved, Heddens seconded the approval of Personnel Action forms as presented. Roll call vote. (MCU)

CLAIMS: 6/11/20 Claims of \$ 2,907,815.14 (run date 6/5/2020, 26 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,638.76), BooST School Ready Services (\$21,738.83), BooST Early Childhood (\$7,614.78), Emergency Management (\$3,164.42), E911 surcharge (\$44,354.55), County Assessor (\$3,532.70), Ames City Assessor (\$10,331.46), and Central Iowa Community Services (\$269,024.24). Heddens moved, Olson seconded the approval of Claims as presented. Roll call vote. (MCU)

Murken stated item #10 will be moved to consideration under Additional Items. Olson moved, Heddens seconded approval of the Consent Agenda with noted change.

1. Contract between Beverley Chance and Story County Conservation Board for campground attendant duties at Dakins Lake, effective 7/13/20-11/1/20
2. Change Order #1 between Howrey Construction and Story County Conservation for the Tedesco Environmental Learning Corridor (TELC) Bid Package #3 for \$2,136.00
3. Equipment Loan Agreement between Mary Greeley Story County Public Health and Story County, effective 6/9/20, for a 3M Versaflo Powered Air Purifying Respirator (PAPR) Unit #23
4. Accepting OJP Grant for “BJA FY20 Coronavirus Emergency Supplemental Funding” for \$58,008.00
5. Contract Renewal with Cost Advisory Services, Inc. for cost allocation services for Story County for fiscal years 2020-2022, annual fee of \$7,600.00
6. Iowa Byrne Justice Assistance Grant (JAG) Program awarding Story County \$35,200.00, effective 7/1/20-6/30/21
7. Agreement with Midwest Alarm Systems for fire alarm inspections and monitoring for the Administration Building for \$1,177.00/year; Animal Shelter for \$653.00/year; Human Services Center for \$1,217.00/year; and Justice Center for \$565.00/year. for a total of \$3,612.00/year, effective 7/1/20-6/30/23
8. Domain Fees between Story County and GoDaddy, Inc., effective 6/20-6/30 for \$290.70
9. Extension of Veterans Affairs Assistance Program modifications related to COVID-19 to expire 7/1/20
11. New Class B Beer (BB) (Includes Wine Coolers) For Raspberry Hill Management Co, DBA Raspberry Hill Bed And Breakfast, 5500 240th St., Ames, Effective 8/1/20 - 7/31/21 Including Class C Native Wine Permit (On-Premise), Outdoor Service, And Sunday Sales

Roll call vote. (MCU)

LEASE RENEWAL WITH MARY GREELEY MEDICAL CENTER (MGMC), EFFECTIVE 7/1/20-12/31/20 – Karla Webb, Community Services Director, provided background information. Additional information was provided by Joby Brogden, Facilities Management Director, Russell Wood, Central Iowa Community Services (CICS), and Christy Krause, MGMC. Discussion took place. Heddens moved, Olson seconded the approval of Lease Renewal with MGMC, effective 7/1/20-12/31/20. Roll call vote. (MCU)

RESOLUTION #20-101, FAUSH FAMILY AGRICULTURAL SUBDIVISION – Amelia Schoeneman, County Planner, reported presented, and asked for questions. Olson moved, Heddens seconded the approval of Resolution #20-101, Faush Family Agricultural Subdivision, as put forth in SUB03-20. Roll call vote. (MCU)

WORDING FOR PLAQUE ACKNOWLEDGING STORY COUNTY’S CONTRIBUTION TOWARD CONSTRUCTION OF THE MIRACLE FIELD AND INCLUSIVE PLAYGROUND – Discussion took place. Heddens moved, Olson seconded the approval of Opportunity for All, Story County. Roll call vote. (MCU)

APPOINTMENTS TO HOUSING STUDY AND NEEDS ASSESSMENT FOR STORY COUNTY TECHNICAL COMMITTEE – Leanne Harter, County Outreach and Special Projects Manager, reported on list of names from earlier meeting with the Board. Olson stated she would like to nominate Hope Metheny from Youth and Shelter Services (YSS). Heddens asked for someone from or recommend by the United Way. Olson moved, Heddens seconded the approval of the list of names provided plus Hope Metheny and a representative from the United Way. Roll call vote. (MCU) Murken asked Harter to contact United Way.

INFORMATION TECHNOLOGY QUARTERLY REPORT – submitted written report only.

DIRECTION REGARDING IOWA HOUSE FILE (HF) 2512 - Jerry Moore, Planning and Development Director, reported HF2512 was signed by the Governor on 6/1/20, and was effective upon signature. It has immediate impacts on the Planning and Zoning Commission and Board of Adjustment. Current members who do not currently reside in the unincorporated area cannot serve. Moore listed the members who are now disqualified from serving. Discussion took place. Murken stated there is no need for resignations from effected members, and reported on her conversations with them. Murken directed staff to post openings for 30 days for both the Planning and Zoning Commission and the Board of Adjustment.

UPDATE ON CLEAN-UP AND CODE ENFORCEMENT ACTION OF CRESTVIEW MOBILE HOME PARK, 5615 LINCOLN HIGHWAY – Jerry Moore, Planning and Development Director, reported on final site review and reviewed items of the clean-up agreement. Code enforcement action by staff will cease.

UPCOMING AGENDA ITEMS: Olson reported a discussion of face coverings in common areas will take place at the 6/16/20 meeting.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on meetings.

CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(c) – Heddens moved, Olson seconded to go into closed session at 11:13 a.m. Roll call vote. (MCU)

Murken reconvened the Board in open session at 11:45 a.m.

APPEAL IN JAMES W. PALENSKY AND TERESA A. SCHEIB-PALENSKY, AS TRUSTEES OF THE PALENSKY 1998 TRUST VS. STORY COUNTY BOARD OF ADJUSTMENT – Olson moved that the Board dismiss the remaining appeal, second by Heddens. Roll call vote. (MCU)

Heddens moved, Heddens Olson seconded to adjourn at 11:46 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
6/9/20

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

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

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

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

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

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

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

3. PLEDGE OF ALLEGIANCE:

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

5. ADOPTION OF AGENDA:

6. UPDATES ON COVID-19

a) Staff

b)Supervisors

7. PUBLIC COMMENT #1:

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

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

9. AGENCY REPORTS:

I. University Community Childcare Annual Report - Submitted Report Only

Department Submitting Auditor

Documents:

UCC ANNUAL.PDF

10. CONSIDERATION OF MINUTES:

I. 6/2/20 Minutes

Department Submitting Auditor

11. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 6/21/20, in a) Animal Control for Sue McCaskey @ \$2,968.31/bw.

Department Submitting HR

12. CONSIDERATION OF CLAIMS:

I. 6/11/20 Claims

Department Submitting Auditor

Documents:

CLAIMS 061120.PDF

13. CONSENT AGENDA:

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

I. Consideration Of Contract Between Beverley Chance And Story County Conservation Board For Campground Attendant Duties At Dakins Lake From 7/13/20-11/1/20

Department Submitting Conservation

Documents:

CAMPGROUND ATTENDANT CHANCE.PDF

II. Consideration Of Change Order No. 01 Between Howrey Construction And Story County Conservation For The Tedesco Environmental Learning Corridor Bid Package #3 For \$2,136.00.

Department Submitting Conservation

Documents:

HOWREY TELC 3 CO1 BOS.PDF

III. Consideration Of Equipment Loan Agreement Between Mary Greeley Story County Public Health And Story County Effective 6/9/2020 For A 3M Versaflo Powered Air Purifying Respirator (PAPR) Unit #23

Department Submitting Sheriff

Documents:

MARY GREELEY EQUIPMENT LOAN AGREEMENT.PDF

IV. Consideration Of Accepting OJP Grant For "BJA FY20 Coronavirus Emergency Supplemental Funding" For \$58,008.00

Department Submitting Auditor

Documents:

OJP GRANT.PDF

V. Consideration Of Contract Renewal With Cost Advisory Services, Inc. For Cost Allocation Services For Story County For Fiscal Years 2020 - 2022 With An Annual Fee Of \$7,600

Department Submitting Auditor

Documents:

COST ADVISORY SERV.PDF

VI. Consideration Of Iowa Byrne Justice Assistance Grant (JAG) Program Awarding Story County \$35,200 Effective 7/1/2020 - 6/30/2021

Department Submitting Sheriff

Documents:

JAG GRANT.PDF

VII. Consideration Of Agreement With Midwest Alarm Systems For Fire Alarm Inspections And Monitoring For Administration Building For \$1,177.00/Yr.; Animal Shelter For \$653./Yr; Human Services Center For \$1,217.00/Yr.; And Justice Center For \$565.00/Yr. For A Total Of \$3,612.00/Yr., Effective 7/1/2020-6/30/2023

Department Submitting Facilities Management

Documents:

BASIC AGREEMENT.PDF
STORY COUNTY 2020 ADDENDUM.PDF
MIDWEST AMEUREMENT.PDF

VIII. Consideration Of Domain Fees Between Story County And GoDaddy Inc Effective 6/2020 - 6/2030 For \$290.70

Department Submitting Information Technology

Documents:

TREASURER DOMAINS REDACTED.PDF

IX. Consideration Of Extension Of Veterans Affairs Assistance Program Modifications Related To COVID-19 To Expire 7/1/20

Department Submitting Veterans Affairs

Documents:

VA TEMP POLICY 712020.PDF

- X. Consideration Of Appointments To Housing Study And Needs Assessment For Story County Technical Committee - Leanne Harter

Department Submitting Board of Supervisors

Documents:

COMMITTEE NAMES HOUSING.PDF

- XI. Consideration Of New Class B Beer (BB) (Includes Wine Coolers) For Raspberry Hill Management Co, DBA Raspberry Hill Bed And Breakfast, 5500 240th St., Ames, Effective 8/1/20 - 7/31/21 Including Class C Native Wine Permit (On-Premise), Outdoor Service, And Sunday Sales

Department Submitting Auditor

Documents:

RASPBERRY HILL.PDF

14. PUBLIC HEARING ITEMS:

15. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Lease Renewal With MGMC Effective 7/1/20 - 12/31/20

Department Submitting Community Services

Documents:

MGMC LEASE MEMO JUN 20.PDF
LEASE.PDF

- II. Discussion And Consideration Of Resolution #20- 101, Faush Family Agricultural Subdivision - Amelia Schoeneman And Emily Rizvic

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
RESOLUTION 20 101.PDF
APPLICATION DOCUMENTS.PDF
FINAL PLAT.PDF

- III. Discussion And Consideration Of Wording For Plaque Acknowledging Story County's

Contribution Toward Construction Of The Miracle Field And Inclusive Playground - Linda Murken

Department Submitting Board of Supervisors

16. DEPARTMENTAL REPORTS:

I. Information Technology Quarterly Report - Submitted Report Only

Department Submitting Auditor

Documents:

IT.PDF

17. OTHER REPORTS:

I. Discussion And Direction Regarding House File 2512 - Jerry Moore

Department Submitting P&D

Documents:

HOUSE FILE 2512 GOVLETTER.PDF
STAFF MEMO.PDF

II. Update On Clean-Up And Code Enforcement Action Of Crestview Mobile Home Park,
5615 Lincoln Highway – Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
PHOTOS.PDF

18. UPCOMING AGENDA ITEMS:

19. PUBLIC FORUM #2:

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

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

21. Closed Session Pursuant To Iowa Code Section 21.5(1)(C) - Ethan Anderson, Story County Assistant Attorney

Iowa Code Section 21.5(1)(c) – to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation

Department Submitting Attorney

22. Discussion And Consideration Of Appeal In James W. Palensky And Teresa A. Scheib-Palensky, As Trustees Of The Palensky 1998 Trust Vs. Story County Board Of Adjustment
- Ethan Anderson

Department Submitting Attorney

23. ADJOURNMENT:

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

Story County
Board of Supervisors
Agenda
6/9/20

NAME

ADDRESS

Sandra Kif

Bus

John Brown

Sy FM

Karla Webb

Comm Service

Alice W. Gray

BOS



University Community Childcare

Creating a nurturing and enriching environment in order
for our community's children to thrive.

UCC Report to Story County Board of Supervisors

June 9, 2020

10:00 a.m.

University Community Childcare

- Private, non-profit child care center located on the north side of the ISU campus across from Veenker golf course
- UCC is governed by a board of directors consisting of center parents and community members
 - ✓ UCC provides full and part day early care and education services for infants, toddlers, and preschoolers throughout the year
 - ✓ UCC provides care before and after school for children in Kindergarten – 5th grade during the academic year; full day during school vacations
 - ✓ UCC provides care for mildly ill children at the Comfort Zone during the school year- (27 Story County children made 43 visits during FY 19-20)

UCC provides care for 90-100 children every week who are cared for by:

- 24 permanent staff – teachers, (2) registered nurses, food program staff, office support staff and the executive director and asst director.
- 25-30 part-time assistant teachers – primarily ISU students eligible for the college work-study program. UCC pays 25% of their hourly rate of pay.

UCC funding sources:

- ASSET funders – this funding supports reduced fees for ISU student families with incomes below 200% of the federal poverty guidelines
- ISU – provides both monetary funding and in-kind services – the building is rent-free
- ISU Dept. of Residence – funding used to cover occupancy expenses such as mowing, snow removal and building maintenance
- ISU Ccampis Grant – federal program – supports fees for Pell grant eligible ISU students enrolled at on-campus childcare centers. The grant was renewed Oct. 1, 2017 for (4) years. (23) children were on the Ccampis Grant program during FY 19-20.

- USDA – supports the children’s food care program
- BooSt – provides scholarships for preschool children (7 children at \$75/mo. FY 19-20)
- UCC also works with the Ames School District and Statewide Voluntary Preschool Program for 4 year old children.

UCC is a community site for this preschool program. Benefits: free 10’/wk. to participating families; grant will pay for staffing expenses (8 children FY 19-20)

Client statistics from 2019-20 show UCC provided care for 139 children

- Location of residence
 - ✓ 63 had ISU student parent(s)
 - ✓ 133 were Ames residents
 - ✓ 5 were Story County resident
 - ✓ 1 lived outside of Story Co.

- Client income levels
 - ✓ 41% were below 200% of poverty guidelines
 - ✓ 42 children had fees paid by a 3rd party, i.e., Dept. of Human Services, ISU Ccampis Grant, BooST Empowerment scholarship, Statewide Voluntary Preschool funds

UCC strengths include:

- Accreditation from the National Association for the Education of Young Children since 2000. On October 1, 2016 renewed for another 5 year term through October 1, 2021.
- Having a 5-Star rating on the Iowa Quality Rating System
- Staff taking advantage of continuing education sponsored by Child Care Resource & Referral of Central Iowa, the State of Iowa and by the Iowa Association for the Education of Young Children. During FY 19-20 UCC had 2 staff member attending DMACC in early childhood education on a TEACH scholarship. (1) staff member is working on their bachelor’s degrees and the other their CDA. To date, (3) current employees have received an AA degree through TEACH. This program pays tuition for staff currently working full time in childcare. We are offering and requiring prospective employees with 2 years’ experience in childcare the opportunity to earn their CDA (Child Development Associate Credential) which requires 12 ECE credits from a community college.

- Out of 24 permanent staff, (7) have worked at UCC 2-5 years, (3) working from 5-10 years and (7) greater than 10 years.

UCC weaknesses include:

- lengthy waiting lists for infants & toddlers
- difficulty hiring full time employees
- difficulty in balancing affordability for families and the ability to pay staff an appropriate wage

Outcome information from parent surveys:

- “[Having access to the lowest rate on the UCC fee scale] is a true blessing. It helps my family afford childcare and be able to have money for other things we need.”
- “I really appreciate the support provided to UCC. As a family member, this super makes me a success at school.”
- “[Having access to the lowest rate on the UCC fee scale] has made a difference by allowing me to focus more time studying as compares to working an additional job resulting in better grades overall.”
- “[Having access to the lowest rate on the UCC fee scale] gives me the peace of mind I need to focus on my classes and not be worried about how to get the money to cover childcare expenses.”
- “[Having access to the lowest rate on the UCC fee scale] has allowed me to enroll my son in one of the best childcare programs available to him and us.”
- “UCC is like a big family. We love the teachers and staff there. They really help a lot. Thanks!”

Outcome information form parents using the Comfort Zone:

- “[The Comfort Zone provides] a safe place for sick children to recuperate, parents still able to do the work needed to pay the bills and help others.”
- “[The Comfort Zone] allowed me to go to work and attend several meetings. I was able to have a normal day and knew that my child was well cared for.”
- “The Comfort Zone made a huge difference! We were able to have (almost) a normal workday. The nurse was fantastic! Great care and attention to detail.”
- “It is really a great relief to know I have a plan in case my child gets sick so I can still go to work.”
- “I don’t have relatives that can help me & friends have their own work to attend.”
- “[Without the Comfort Zone] we would have kept our daughter at home. We would have tag teamed in order to teach, but we would have missed work, meetings.”



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515) 232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story Board of Supervisors
Through: Michael D. Cox, Director
From: Danny Simcox, Park Ranger
Date: June 9, 2020
Re: Consideration of Contract between Beverley Chance and Story County Conservation Board for Campground Attendant duties at Dakins Lake from July 13 to November 1, 2020.

The attached contract with Beverley Chance secures her services as Campground Attendant at Dakins Lake for the second half of the 2020 summer. This will be the fourth summer for Bev to serve as Campground Attendant. She is a long-time resident of the community and has an outstanding reputation with both the staff and park users.

Story County Conservation Board recommends your approval.


Approval

6-9-2020
Date

Disapproval

Date

Dakins Lake Campground Attendant Contract

Story County Conservation Board
56461 180th Street, Ames, IA 50010
515-232-2516- FAX 515-232-6989

This Agreement is entered into between Beverley Chance, hereinafter called the Campground Attendant, and the Story County Conservation Board, hereinafter called the Department, and is effective on the date last signed below.

Whereas, the Department desires to hire a Campground Attendant for Dakins Lake;

Whereas, the Campground Attendant is prepared to and shall furnish Campground Attendant services;

Now therefore, the Department and the Campground Attendant do hereby mutually agree as follows:

1. The selected Campground Attendant is a hired person doing contracted labor. Wage for this labor shall be at the rate of \$240.00/week (paid bi-weekly). Campground Attendant shall log actual hours worked per week and shall not work more than 33 hours in one week. The only compensation paid or provided to Campground Attendant as provided in this Agreement and any other representation to the contrary is void.

The Campground Attendant will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County.

2. The Campground Attendant will be provided a campsite (valued at \$17/night) within Dakins Lake for a period of 15 weeks commencing on Monday, July 13, 2020 and terminating on Sunday, November 1, 2020. Payment of camping fees for the time period shown above by the Campground Attendant will be waived by the Department in return for services rendered. Campground Attendant will be solely responsible for any necessary reporting to any taxing or similar entity of the benefit of receiving the campsite at no cost by virtue of this Agreement. If, for any reason, this Agreement terminates before the term indicated herein, Campground Attendant shall immediately vacate the campsite.
3. Actual daily scheduled service time will be arranged between the Campground Attendant and the Park Ranger. The Campground Attendant is expected to perform his/her duties daily. The Campground Attendant shall be willing and able to assist campers and the Department staff outside regular scheduled hours as needed.
4. A visible sign will be placed on the Campground Attendant's campsite by the Department designating said campsite as belonging to the Campground Attendant. Campsite occupants other than Campground Attendant must be approved in writing by Park Ranger.

5. The duties of the Campground Attendant will be those listed in the "Story County Conservation Department Campground Attendant Duties List." Those duties are incorporated herein by reference. By signing below, Campground Attendant acknowledges that he/she has reviewed the job description and asserts that he/she is ready, willing, and able to perform the associated job functions and duties during the term of this Agreement.

The contractor may, at their discretion and subject to Story County Conservation approval, employ such other person or persons as desired to assist required work under this contract. Any employee hired by the contractor will be at contractor's sole expense, and contractor shall assume all liability for any such person(s), including for workers compensation benefits or damage any such employee may do to county property or persons or property present on county owned land. Further, any such person will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County. Contractor shall have the duty to notify the employee of the limits of Story County's liability and of contractor's duties to contractor's employee(s).

6. The Department, through its supervisor in charge of the area, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Attendant to the Department. The supervisor may void or cancel this Campground Attendant agreement by giving oral notice to the Campground Attendant and Director that the Agreement is terminated. That determination and decision shall be final and conclusive.
7. The Story County Conservation Board or the Campground Attendant may terminate this agreement at any time during the period covered by this agreement by giving 48 hours notice to the Park Ranger.

Signature: Beverly L. Chance March 12, 2020
Campground Attendant Date

Signature: Christine Lamer 4-17-20
Vice Chair, Story County Conservation Board Date

Signature: Quindarius 6-9-2020
Chair, Story Co. Board of Supervisors Date

Dakins Lake Campground Attendant Duties List

The following duties are expected to be performed by the contracted campground attendant:

1. Check campgrounds (Main Campground and Primitive Camping) daily to assure that all occupied sites are registered.
2. Sell firewood to campers; give fees to the Park Ranger (or designee) each Friday and Monday.
3. Clean and stock campground shower house at least once daily and as needed on busy weekends to assure cleanliness and safety.
4. Pick up trash as necessary around all camping areas. Check trash cans around park during busy days.
5. Clean shelter house prior to reservations.
6. Check and clean grills in main and primitive campgrounds as needed. Staff will clean weekly.
7. Perform minor maintenance in campgrounds.
8. Assist campers with registration and park information.
9. Inform park users of campground rules and enforce as necessary.
10. Perform other duties as occasionally requested by the conservation staff.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by Beverly Chance as an independent contractor. Beverly Chance assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished, is an independent contractor and not an employee.

AGREEMENT

- NAME OF CONTRACTOR: Beverley Chance
- MAILING ADDRESS: 68239 110st, Zearing, IA 50278
- BUSINESS PHONE NUMBER: 515-291-5478
1. DESCRIPTION OF SERVICES: Campground Attendant – cleaning, assisting campers, selling firewood
 2. DATE(S): July 13, 2020 – November 1, 2020
 3. TIME(S): As agreed upon with park ranger
 4. LOCATION: Dakins Lake – Zearing, Iowa
 5. PROFESSIONAL FEES: \$480.00 bi-weekly
 6. SPECIAL CONDITIONS: None

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an “independent contractor,” and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature Beverley L. Chance

Date March 12, 2020

Approved by [Signature]

Date 6-9-2020

W-9 completed [Signature]



**STORY COUNTY
CONSERVATION**

Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Ryan M. Wiemold, Parks Superintendent

Date: June 9, 2020

Re: Consideration of Change Order No. 01 between Howrey Construction and Story County Conservation for the Tedesco Environmental Learning Corridor Bid Package #3 for \$2,136.00.

This change order reflects work associated with moving culverts to avoid an unforeseen conflict with two agricultural drainage tiles. When the tiles were discovered the two culvert pipes had been placed to grade and the apron footing excavations were partially completed. This change order reflects additional work associated with moving the culverts and taking the appropriate associated measures to complete this task.

This change order will increase the contract sum by \$2,136.00, for a project total of \$1,024,017.75. This change is within budget for project.

The Story County Conservation Board recommends your approval.

Approval

Disapproval

Date

6-9-2020

Date

CHANGE ORDER

DATE:
May 26, 2020

PROJECT:

Tedesco Environmental Learning Corridor
Bid Package #3 – Trail Extension
416259-0

CHANGE ORDER NUMBER:

01

OWNER:

Story County Conservation
56461 180th Street
Ames, IA 50010

CONSULTANT:

Shive-Hattery, Inc.
4125 Westown Pkwy, Suite 100
West Des Moines, IA 50266

CONTRACTOR:

Howrey Construction
316 Austin Street
Rockwell City, IA 50579

THE CONTRACT IS MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER:

The location of a set of dual 18-inch RCP culverts is being revised in order to avoid an unforeseen conflict with two agricultural drainage tile mains. The installation location is being adjusted from Station 97+78 to Station 97+58.

At the time the tile conflicts were discovered, the culvert pipes had been placed to grade with joints tied, and the apron footing excavations were partially completed. Because the installation had been partially completed, the contractor must complete additional work to reinstall the culverts at the revised location away from the tile conflict. The price increase for this work is \$2,136.00.

Original Contract Sum	\$	1,021,881.75
Net Change by previously authorized Change Orders	\$	0.00
Contract Sum prior to this Change Order	\$	1,021,881.75
Amount that this Change Order will increase the Contract Sum	\$	2,136.00
New Contract Sum including this Change Order	\$	1,024,017.75

The Contract Time will be increased by zero (0) days.

The date of Substantial Completion will remain September 30, 2020.

THIS DOCUMENT IS NOT VALID UNTIL SIGNED BY CONSULTANT, CONTRACTOR, AND OWNER.

Shive-Hattery, Inc.

CONSULTANT



SIGNATURE

Luke Monat, P.E.

PRINTED NAME

5/26/2020

DATE

Howrey Construction

CONTRACTOR



SIGNATURE

Brian Madsen

PRINTED NAME

5/27/20

DATE

Story County Board of Supervisors

OWNER



SIGNATURE

LINDA MURKEN

PRINTED NAME

6-9-2020

DATE

EQUIPMENT LOAN AGREEMENT

THIS AGREEMENT entered into effective the 21st day of May, 2020, (“Effective Date”) by and between **Mary Greeley Story County Public Health**, (hereinafter “Owner”) and **Story County Sheriff’s Office** (“hereinafter “Facility”).

WITNESSETH:

WHEREAS, Owner desires to loan to Facility certain equipment and Facility desires to take delivery of and use said equipment to facilitate its provision of work and/or services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto, intending to be legally bound, have agreed, and do hereby agree as follows:

1. DELIVERY AND USE

A. Owner agrees to loan to Facility, upon the terms and conditions of this Agreement, at no monetary cost to Facility, the following equipment (Hereinafter, “Equipment”):

(1) 3M Versaflo Powered Air Purifying Respirator (PAPR) unit (#23), High Efficiency (HE) filter, breathing tube, head covers, battery, belt and/or backpack assembly, airflow indicator, battery charger kit with power cord, instruction booklet, and carrying bag.

B. The safety of all persons employed by Facility or any other person using the Equipment shall be the sole responsibility of Facility. Facility shall observe and comply with all safety rules and regulations pertaining to the Equipment.

2. TERM

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until completion of the work and/or services requiring the Equipment, unless sooner terminated by written notice of Owner.

3. RISK OF LOSS, DAMAGE AND THEFT

Any and all damage, loss, injury, deterioration or theft of the Equipment, howsoever caused (excluding only normal wear and tear) while in the care, custody and control of Facility shall be the sole obligation of Facility. In such event, Facility shall immediately notify Owner and shall immediately be liable to Owner for the fair market value of the Equipment.

4. DISCLAIMER OF WARRANTIES

It is expressly understood and agreed that the Equipment is made temporarily available to Facility as “**AS IS—WHERE IS**” basis. Owner does **NOT** warrant that the Equipment is either **MERCHANTABLE** or **FIT FOR ANY PARTICULAR PURPOSE**, and Owner hereby expressly disclaims all warranties (except as to title) with respect thereto.

5. INDEMNIFICATION

Facility agrees to defend, indemnify and hold harmless Owner from any and all claims, suits, actions, proceedings, losses, costs, expenses (including reasonable attorneys’ fees), or liabilities of whatever nature (including without limitation by way of strict liability) arising out of or in any way connected with this agreement or with Facility’s possession, operation or use of the Equipment or from any other cause including the alleged condition of the Equipment or claimed fault or negligence of Owner. This indemnity shall specifically cover, but is not limited to claims alleging liability as a result of damage to property and /or death of bodily injury to any person (including employees of Facility).

6. INSURANCE

Facility shall maintain in full force and effect throughout the entire term of this Agreement Commercial General Liability insurance in such amounts and with such carriers as may be acceptable to Owner. Said insurance policy shall include broad form contractual liability coverage in order to insure Facility's obligations under Article 5 of this Agreement and said policy shall be endorsed to include Owner as an Additional Insured on a primary and non-contributory basis, with a waiver of subrogation against Owner. All deductibles and self-insured retention (if any) shall be the sole responsibility of Facility.

In the event that Facility or its insurance carrier defaults on any obligations under Articles 5 or 6 of this Agreement, Facility agrees that it will be liable for all

reasonable expenses and attorneys' fees incurred by Owner to enforce the provisions of Articles 5 and/or 6.

7. ASSIGNMENT AND WAIVER

Facility shall not assign this Agreement without Owner's prior express written consent and no covenant or condition of this Agreement can be waived except by prior written consent of Owner.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. The terms of this Agreement shall not be altered amended, modified, or supplemented in any manner whatsoever except by written instrument signed by Owner and Facility. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, pursuant to due corporate authority, have caused this Agreement to be signed in their respective corporate names as of the date first above written.

Owner

**Mary Greeley Story County Public Health
1114 Duff Avenue
Ames, IA 50010
Les White, Director
(515) 233-7571**

Facility

**Story County Sheriff's Office
1315 S B Ave
Nevada, IA 50201
(515) 382-6566**

By: _____

Title: _____

By: *[Signature]*

Title: Chair, Bd of Sups



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2020-VD-BX-1144

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This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Brenda Auterman
(202) 598-6531

2. PROJECT DIRECTOR (Name, address & telephone number)

Nicholas Lennie
Chief Deputy
900 6th St.
Nevada, IA 50201-2052
(515) 382-7528

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Story County, IA COVID-19 Response

5. NAME & ADDRESS OF GRANTEE

County of Story
900 6th St.
Nevada, IA 50201-2004

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 58,008

10. DATE OF AWARD

06/01/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for County of Story

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



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SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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SPECIAL CONDITIONS

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2020-VD-BX-1144

AWARD DATE 06/01/2020

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1144

AWARD DATE 06/01/2020

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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PROJECT NUMBER 2020-VD-BX-1144

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SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



Department of Justice (DOJ)
Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1144

AWARD DATE 06/01/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1144

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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
Office of Justice Programs
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PROJECT NUMBER 2020-VD-BX-1144

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SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1144

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SPECIAL CONDITIONS

I. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Story 900 6th St. Nevada, IA 50201-2004		4. AWARD NUMBER: 2020-VD-BX-1144	
		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
		6. AWARD DATE 06/01/2020	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 426005024	8. SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 050813112	9. PREVIOUS AWARD AMOUNT		\$ 0
3. PROJECT TITLE Story County, IA COVID-19 Response		10. AMOUNT OF THIS AWARD	
		\$ 58,008	
		11. TOTAL AWARD	
		\$ 58,008	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Linda Murken Board of Supervisors Chair	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 6/9/2020
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B VD 80 00 00 58008		21. VVDUGT1191	



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

June 1, 2020

Chairman Linda Murken
County of Story
900 6th St.
Nevada, IA 50201-2004

Dear Chairman Murken:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 1, 2020

Chairman Linda Murken
County of Story
900 6th St.
Nevada, IA 50201-2004

Dear Chairman Murken:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by County of Story for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$58,008. These funds are for the project entitled Story County, IA COVID-19 Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should County of Story accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Brenda Auterman, Program Manager at (202) 598-6531; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

**CONTRACT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
STORY COUNTY, IOWA**

This Contract entered into this 9th day of June, 2020, and effective immediately by and between **Cost Advisory Services, Inc.** (hereinafter called the "**Consultant**") and **Story County, Iowa** (hereinafter called the "**County**") witnesseth that:

Whereas the County performs programs that it operates with outside funding, and

Whereas the County supports these programs with central services that are paid from the County's general funds, and

Whereas federal and other outside users of county central services will typically pay a fair share of these costs if supported by an appropriate cost allocation plan, and

Whereas the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing, negotiating, and implementing such governmental cost allocation plans, and

Whereas the County desires to engage the Consultant to assist in developing cost allocation plans that conform to federal and state requirements and will be approved by their representatives.

Now Therefore, the County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

1. Scope of Services. The Consultant shall do, perform, and carry out in a good and professional manner the following services:
 - A. Develop annual central service cost allocation plans based on actual costs incurred for fiscal years 2020, 2021, and 2022 that appropriately document the various costs expended by the County to support and administer general fund and non-general fund programs. Each year's plan will contain a determination of the allowable costs of providing each supporting service in accordance with the provisions of 2 CFR Part 200. The types of services to be included in each plan shall include items such as accounting, payroll, purchasing, IT, human resources, and legal services; building occupancy costs; and other central service and centrally budgeted items such as insurance costs, dues and memberships, annual audit fees, etc. The consultant will analyze all required data, perform all cost allocation calculations, and complete each cost allocation plan in the required form to be submitted for federal and/or state approval. County staff involvement will be limited to locating and providing access to

accounting, payroll, and other financial records; answering brief questions to enable the Consultant to appropriately interpret County records; and participating in brief interviews of selected personnel to enable the Consultant to determine the appropriate methods of allocating costs across all benefited County programs.

- B. Provide copies of each year's completed cost allocation plan to the County Board of Supervisors and the County Auditor.
 - C. File each completed cost allocation plan with the central office of the Iowa Department of Human Services (DHS) and negotiate the completed cost allocation plans, as necessary, with the appropriate federal and state representatives.
 - D. Provide guidance to local representatives of DHS in making quarterly Local Administrative Expense (LAE) claims for eligible indirect costs incurred by the County.
 - E. Monitor the status of LAE claims to ensure that the County receives all recoveries due it.
 - F. If necessary, and as requested by an in-house program at the County, compute an indirect cost rate that will provide the basis for the County to recover its eligible indirect costs that are expended in support of this program.
2. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the Contract, as determined by the County.
3. Term of Contract. It is expressly understood and agreed that the effective date of this Contract shall be the date first written above and shall continue in full force and effect for a period of three years. It is further understood and agreed that the results of the completed cost allocation plan for any given fiscal year shall be implemented for DHS indirect cost recovery purposes in the second succeeding fiscal year. For example, the results of the FY 2020 cost allocation plan shall be used to determine the amounts of eligible indirect cost recoveries for FY 2022.
4. Compensation. The County agrees to pay the Consultant an amount not to exceed Seven Thousand Six Hundred Dollars (\$7,600) for each annual cost allocation plan. Such amount shall include reimbursement for all expenses to be incurred by the Consultant.
5. Method of Payment. The County shall pay the amount stated in paragraph 4 above upon delivery to the Board of Supervisors of each year's completed cost allocation plan, and other schedules if so required.

6. Warranty of Benefit to County. The Consultant warrants to the County that its annual fee for preparation of each cost allocation plan shall not exceed 50 percent of the actual reimbursements that are to be obtained for the County as a direct result of preparing the cost allocation plan. In the event that an annual payment to the Consultant would exceed 50 percent of the related indirect cost reimbursements to the County, then the difference will be promptly refunded to the County. It is also expressly understood and agreed that should the County recover more than double the Consultant's fees in any year, then the excess recoveries will belong solely to the County and no additional fee is due the Consultant.
7. Changes. The County may, from time to time, require changes in the scope of services to be performed by the Consultant under this Contract. Such changes that are mutually agreed upon by the County and Consultant shall be incorporated in written amendment to this Contract.
8. Services and Materials to be Furnished by County. The Consultant shall provide guidance to the County in determining the data that is required to complete each cost allocation plan. The County agrees to respond to all reasonable requests for data in a timely manner and shall provide adequate liaison between the Consultant and other agencies of County government.
9. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its material obligation under this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice via U.S. Post Office Certified Mail – Return Receipt Requested – to the Consultant of such termination and specifying the effective date thereof postmarked at least fifteen (15) days before the effective date of such termination. Provided however, prior to termination for default, the County will provide adequate written notice to the Consultant affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. The Consultant shall be compensated for services satisfactorily rendered and expenses incurred through the effective date of termination hereunder.

10. Special Termination. Either party may, at its option, cancel any year of the plan preparation by giving the other party notice by June 30 of the year on which the plan will be based. For example, the County may cancel the work to be done for FY 2021 by giving the Consultant notice on or before June 30, 2021. The County may terminate this Contract at any time without cause by giving the Consultant written notice via Certified Mail. Under this provision, the Consultant shall be entitled to full compensation as specified in paragraph 4 above for any cost allocation plan for which work has already begun.
11. Termination Due to Lack of Funds. The Consultant shall have the right to terminate this contract without penalty by giving fifteen (15) days written notice to the County if adequate funds are not available from Federal Agencies or other outside users to reimburse the County.
12. Information and Reports. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.
13. Records and Inspection. The Consultant shall maintain full and accurate records with respect to all matters covered under this Contract. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
14. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy that the County may have under this contract may be waived in writing by the County through a formal waiver, if in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
15. Matters to be Disregarded. The titles of the several sections, sub-sections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
16. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
17. County Not Obligated to Third Parties. The County and the Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

18. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the County with respect to such breach or default.
19. Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
20. Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by the County's employees or representatives is accurate and complete. The County shall be solely responsible for any disallowance of funds paid to the County under the plan resulting from inaccurate or incomplete information provided by the County. The Consultant shall provide assistance to the County in the event that an audit is undertaken of County indirect cost recoveries.
21. Applicable Law. Iowa law shall govern the terms and performance under this Contract.
22. Indemnification. Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees, and expenses that arise out of the performance of this Contract and which are due to that party's own negligence, tortious acts, and other unlawful conduct and the negligence, tortious acts, and other unlawful conduct of its respective agents, officers, and employees.
23. Delays. The Consultant shall not be liable for delays in performance that are caused in whole or in part by the County, third parties, or forces beyond its control. The period of performance shall be extended by the time period of any delays that are not the fault of the Consultant.
24. Assignment. The Consultant agrees not to assign, convey, or transfer its interest in this Contract to any other entity without the prior written consent of the County which consent shall not be unreasonably withheld. Provided, however, the Consultant may assign, convey, or transfer its interest in this Contract to an entity that succeeds to substantially all of the business of the Consultant by merger or otherwise.

25. Notices. Notices shall be effective upon receipt. Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by either party hereto in the United States mail, postage paid, to the addresses stated below:

For the County:

Board of Supervisors
Story County Courthouse
900 6th St
Nevada, IA, 50201

For the Consultant:

Cost Advisory Services, Inc.
P.O. Box 755
Johnston, Iowa 50131

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the date first written above.

STORY COUNTY, IOWA:

By: *[Signature]*
(County Official)
Chair, Bd. of Sups.
(Title)

Attest: *[Signature]*



COST ADVISORY SERVICES, INC.:

By: *[Signature]*
Jeff Lorenz, President



June 2, 2020

Ms. Lucy Martin, Auditor
Story County Courthouse
900 6th St
Nevada, IA, 50201

Dear Ms. Martin:

Cost Advisory Services, Inc. is in the process of completing work on the final year of our current contract to provide cost allocation services to Story County. We are grateful that 93 Iowa counties have chosen us to provide these services. We will continue to do all we can to ensure that the indirect cost recovery program is maximized for all Iowa counties.

We are sending this letter to propose a 3-year contract renewal covering fiscal years 2020 through 2022. Due to the recent Covid-19 pandemic, CASI is cognizant of the economic strain counties will encounter. The annual fee for Story County is not changing from the prior 3 year contract and will remain at \$7,600. We strive to provide the best services for the county at a fair cost.

Please pass the proposed contract on to your Board of Supervisors for their consideration. If the Board has any questions, we are happy to discuss our services and the contract with them. A copy/scan of the signed contract mailed or emailed to us will suffice.

Thank you for all the assistance your office has provided to us in the past in performing this valuable service for Story County. We look forward to continuing our work with you in the future under this new contract.

Sincerely,
Cost Advisory Services, Inc.

A handwritten signature in black ink, appearing to read "Jeff Lorenz", is written in a cursive style.

Jeff Lorenz
President

Enclosures



STATE OF IOWA

KIM REYNOLDS
GOVERNOR
ADAM GREGG
LT. GOVERNOR

OFFICE OF DRUG CONTROL POLICY
DALE R. WOOLERY, DIRECTOR

MEMO

June 1, 2020

To: ODCP Grant Award Recipients
From: Dennis Wiggins
Re: Byrne JAG Grant Contract & Conditions

Congratulations on your SFY 2021 Byrne Justice Assistance Grant award from the Governor's Office of Drug Control Policy (ODCP). Important information to help you get started with the grant follows.

The enclosed grant contract packet includes the following materials for your careful review, authorized signatures, and timely return to ODCP:

- JAG Contract Page & Special Conditions
- JAG Standard Grant Conditions
- Certified Assurances
- Certification of Compliance with 8 U.S.C. §§ 1373 & 1644
- DHS/ICE Communications

JAG Special Grant Conditions appearing on the front page of your Contract must be fulfilled. In some cases, the Conditions may need to be fulfilled prior to reimbursement of federal funds.

JAG Standard Grant Conditions are the rules of the program, and as a JAG grant recipient you must agree to comply with them.

Certified Assurances include compliance conditions mandated by the Omnibus Crime Control and Safe Streets Act of 1968 and other related legislation.

Certification of Compliance with 8 U.S.C. §§ 1373 & 1644 Grant recipients must agree to comply with all applicable federal, state and local laws, rules and regulations including 8 U.S.C. §§ 1373 & 1644. Additional guidance regarding "sanctuary jurisdictions" may be forthcoming from the U.S. Department of Justice and/or State of Iowa.

DHS/ICE Communications Questionnaire must be completed and returned. For your convenience a copy of the certification submitted by ODCP is attached. You may adapt the example to meet your specific situation.

Please have the grant Contract page, the Certified Assurances, the JAG Standard Conditions certification, 1373/1644 Certification, and the DHS/ICE Communication forms signed by the person(s) authorized to do so. You may return original signed copies via mail or you can provide scanned/electronically signed copies via e-mail. If your budget includes contract services, the contracting agency must also sign the JAG Standard certification and the Certified Assurances certification forms.

**Completed contracts and certifications must be received by ODCP
on or before July 15, 2020.**

Contracts should be returned to: Dennis Wiggins, 215 East 7th Street, Des Moines, Iowa 50319 or dennis.wiggins@iowa.gov.

To review your approved grant budget and access required reporting forms, sign into Iowa's electronic grants management system at www.IowaGrants.gov and click on the "My Grants" icon.

Assistance using the electronic grant management system is available by contacting me at (515) 725-0311 or dennis.wiggins@iowa.gov.

Congratulations again on your grant award. Thank you for your interest in a grant from ODCP. Please feel free to call our office if you have questions.

IOWA BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

Governor's Office of Drug Control Policy
 Pape State Office Bldg., 5th Floor
 215 E. 7th Street, Des Moines, Iowa 50319 (515) 725-0300

JAG CFDA #16.738

Grantee: Story County 900 6th Street Nevada, Iowa 50201-2004	Grant #18-JAG- 343184 Grant Period: July 1, 2020 - June 30, 2021 Federal: \$35,200 Match: \$11,733 Total: \$46,933
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ODCP Contact:
Dennis Wiggins 515/725-0311

Legal Applicant: Linda Murken	Program Director: Brian Tickle E-mail: btickle@storycountyiowa.gov
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This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.

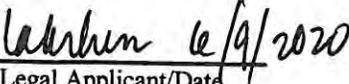
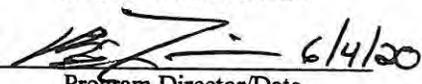
SPECIAL CONDITIONS

Law enforcement personnel funded in whole or in part with these grant funds will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Officers should use the preauthorization code QX6S4 when completing the course.

Project activity funded through this award will comply with all state and federal laws and guidelines. Projects are referred to PATC with questions regarding the appropriate expenditures of state forfeitures.

In witness wherefore, the parties hereto have executed this grant the day and year specified below.

SIGNATURES/DATES

 _____ Legal Applicant/Date	 _____ Program Director/Date	_____ ODCP Administrator/Date
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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

FY 2018 Edward Byrne Memorial Justice Assistance Grant Program

Certification of Compliance with 8 U.S.C. §§ 1373 & 1644 by Prospective Subrecipient:
Recipient State subaward to a Local Government

On behalf of the local government named below as the "prospective subrecipient," and in support of its request to the "Recipient State" identified below for a subaward from the grant awarded by the U.S. Department of Justice ("USDOJ") under the FY 2018 Edward Byrne Memorial Justice Assistance Grant Program ("the FY 2018 JAG Program"), I certify to the Recipient State, and also certify to USDOJ, that all of the following are true and correct:

- (1) I am the chief legal officer of the local government named below as the prospective subrecipient, and I have the authority to make this certification on its behalf. I understand that this certification will be relied upon as a material representation in any decision to make a subaward to the prospective subrecipient under the FY 2018 JAG Program.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) and (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the prospective subrecipient) understand that if the prospective subrecipient receives a subaward under the FY 2018 JAG Program—
 - (a) the subrecipient (and agencies or other entities thereof) must comply with 8 U.S.C. §§ 1373 & 1644, throughout the period of performance for the subaward, with respect to any "program or activity" funded in whole or in part with the subaward; and
 - (b) the subrecipient may not make a lower-tier subaward to a State or local government, or to a "public" institution of higher education, unless the subrecipient first obtains a certification of compliance with 8 U.S.C. §§ 1373 & 1644 (on a form provided by USDOJ), properly executed by the chief legal officer of the jurisdiction or educational institution that would receive it.
- (4) I (and also the prospective subrecipient) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a "local government" (or an agency or other entity thereof) for purposes of this certification.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which shall not be understood to include any "program or activity" of any planned subrecipient of a lower-tier subaward):
 - (a) the "program or activity" to be funded (in whole or in part) with the requested subaward; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" to be funded with that subaward (if received) that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) or (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the prospective subrecipient nor any entity, agency, or official of the prospective subrecipient has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part with the requested subaward (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any planned subrecipient of a lower-tier subaward), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

Story County, Iowa
Local government that is the "prospective subrecipient" of a subaward of funds from the FY 2018 JAG Program

[Signature]
Signature of chief legal officer of the prospective subrecipient

County Attorney
Title of chief legal officer of the prospective subrecipient

Iowa
Recipient State from which the prospective subrecipient seeks a subaward under the FY 2018 JAG Program

Timothy C. Meals
Printed name of chief legal officer of the prospective subrecipient

Date of certification

IOWA GOVERNOR'S OFFICE OF DRUG CONTROL POLICY

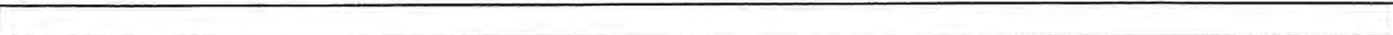
STANDARD GRANT CONDITIONS

Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the Governor's Office of Drug Control Policy involving federal or state funding.

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1. General.

These standard grant conditions, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Governor’s Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the ODCP involving Federal or State funding.

The Grantee shall provide the necessary facilities, materials, services, and qualified personnel to perform and/or provide all the services set forth in the approved application and the letter of notification for the grant amount. The grant budget will be a basis for the

Grantee's expenditure of the grant amount. Acceptance of the terms and conditions of the grant is indicated by the applicants' signatures on the grant contract, attached certification, and by requesting and expending grant funds.

The Grantee shall abide by all applicable Federal, State, and local laws, rules and regulations. The Grantee shall comply with all applicable U.S. Department of Justice Grant Award Special Conditions which govern subrecipients/subgrantees. The Certified Assurances and forms signed and or submitted via www.iowagrants.gov by the Grantee in making application for grant funds are incorporated herein.

2. Definitions.

- a. "Deliverable" means any good, product, service, work, work product, item, material or property created, developed, produced, delivered, performed or provided by or on behalf of Grantee in connection with this contract.
- b. "JAG" means the *Federal Byrne–Justice Assistance Grant* program, for which the ODCP is the State Administering Agency in Iowa.
- c. "Grantee" or "Legal Applicant" or "Recipient" means the governmental agency contracting with the Governor's Office of Drug Control Policy
- d. "ODCP" means Governor's Office of Drug Control Policy.
- e. "Program/Project Director" means the person who has been delegated authority to administer the project described in the application.
- f. "Special Conditions" means those conditions applying uniquely to this grant contract as identified on the grant contract page.
- g. "Standard Grant Conditions" means those conditions applying to all ODCP grant contracts.
- h. "State" means the State of Iowa.

3. Accountability for All Grantees.

The Grantee shall promote effectiveness, efficiency, and accountability. The Grantee must serve the public in an ethical and transparent manner, including operating professionally, truthfully, fairly, and with integrity and accountability to uphold public trust.

The ODCP reserves the right to verify the contents of the Grantee's application and any assertions, reporting, attestations, and submissions to the ODCP or any other governmental agency throughout the term of the grant. If the ODCP determines the Grantee has provided false, misleading, or inaccurate information to the ODCP or another governmental agency, grant funds may be withheld, suspended or terminated.

4. Additional Guidance for Nonprofit Organizations.

A nonprofit organization awarded a subcontract pursuant to section 9 must be aware of and comply with applicable law and regulations. The Iowa Nonprofit Principles and Practices for Charitable Nonprofit Excellence Revised 2016 shall be used as a means of educating nonprofit organizations about the laws and regulations with which they must comply and to provide guidance about good operational practices and ethical conduct. This

publication may be accessed at <https://inrc.law.uiowa.edu/sites/inrc.law.uiowa.edu/files/pp-2016ed-web.pdf>

The purpose of the Iowa Principles and Practices for Charitable Nonprofit Excellence is to promote good management practices, ethical conduct, and public accountability for Iowa charitable nonprofit organizations as they perform their crucial community services. The Principles and Practices are not regulatory. While many of the Principles and Practices will be helpful to all nonprofits, they are specifically written for 501(c)(3) organizations. The Iowa Principles and Practices for Charitable Nonprofit Excellence are intended to be primarily an educational process designed to improve efficiency and accountability. It is recognized that implementation will take different forms and occur at different levels, given the resources of the nonprofits.

5. Accounts and Records.

- a. The Grantee shall comply with pertinent state and Federal laws, and the provisions of the Office of Justice Program's (OJP) Financial Guide:
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- b. The Grantee shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. The Grantee shall maintain separate records for each Federal grant or program. Cash or matching contributions made by the Grantee shall be verifiable from the Grantee's records. These records shall contain information pertaining to contract amount, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and program income.
- c. The Grantee shall maintain effective control and accountability for all assets, including current and accurate equipment inventory records. The Grantee shall adequately safeguard all such assets and property and assure that it is used solely for authorized purposes. Accounting records shall be supported by source documentation such as canceled checks, paid bills, receipts, payrolls, contract award documents, etc.
- d. The Grantee, in making project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the ODCP.
- e. The Grantee shall maintain a sufficient recordkeeping system to provide statistical data for the purpose of planning, monitoring, and evaluating their program.
- f. The Grantee shall retain all pertinent records and books of accounts related to this contract for a period of three (3) years following the closure of the Grantee's most recent audit report. In the event of litigation, negotiation or audit findings, the records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

6. Cash/In-Kind Match (If required and included in the approved budget).

Grant application materials will specify the level and conditions of match required for each grant program. If cash or in-kind match is required, the match will be identified in the grant contract signed by the grantee as well as in the approved budget. If "cash" match is

included in the approved budget, the Grantee must be able to demonstrate that the match is from a new appropriation, or from existing resources which were not intended for the stated program purpose

The Grantee shall maintain records clearly showing the source, the amount, and the timing of all match contributions. The following may be used as cash match:

- a. Local and State appropriations;
- b. Funds contributed from private sources;
- c. Federal funds from the following sources:
 1. Housing and Community Development Act of 1974;
 2. Appalachian Regional Development Act;
 3. General Revenue Sharing;
- d. Existing resources (as long as the existing funds were used in areas other than the stated program purpose);
- e. Salaries of existing personnel who are transferred to grant activities (if the original positions are filled with new personnel);
- f. Asset forfeiture funds resulting from State or Federal court action per applicable state and Federal guidelines;
- g. Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award;
- h. Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions on Tribal lands; and
- i. Funds otherwise authorized by law.

All funds designated as match are restricted to the same use as grant program funds. The matching share must be obligated by the end of the period for which Federal funds have been made available for obligation under an approved program or project. The Grantee must submit a written plan for expenditure of matching funds if requested by the ODCP.

7. Non-Supplanting Requirement.

Federal funds must be used to supplement existing funds for program activities and not replace those funds which have been appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

8. Program Income.

"Program income" means gross income earned by the Grantee during the grant period as a direct result of the grant award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project.

Program income shall be accounted for and used for any purpose that furthers the broad objectives of the legislation under which the award was made.

Program income earnings and expenditures must be reported with claims for reimbursement and must be used in accordance with the provisions of 2 CFR Part 200, Uniform Administrative Requirements.

9. Subcontracting.

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by the ODCP, with the exception of subcontracts under \$1,000. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor, and the contract policies and requirements. All grant related certifications and conditions agreed upon by the applicant agency shall be passed on to subcontracting agencies. Subcontractors shall complete the Standard Grant Condition Certification.

Open and free competition is required unless specific advanced approval is obtained to use a noncompetitive approach in contracting for a good or service.

10. Unreasonable restrictions on competition under the award; association with federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

The Grantee monitoring responsibilities include monitoring of subrecipient compliance with this condition.

11. Property and Equipment.

- a. Iowa Administrative Code, Chapter 110 and Section III, 3.7 of OJP's Financial Guide prescribe property rules and regulations.
- b. The Grantee shall develop procedures to assure competitive acquisition of approved purchases.
- c. Definition of Equipment: Any item costing \$5,000 or more and having an anticipated useful life of more than one year. Chairs, tables, files and movable partitions costing less than \$5,000 shall be accounted for in aggregate. All other items of equipment shall be accounted for individually.

The above definition identifies a minimum list of items, which must be considered as equipment. The Grantee's accounting system may include other items of equipment as well.

- d. The Grantee shall maintain property records, inventory control, and maintenance procedures for all non-expendable property purchased all or in part with grant funds. An inventory report form must be completed and submitted with the last project report to the ODCP. Procedures for managing equipment (including replacement, whether acquired in whole or in part with project funds), will, at a minimum, contain records, which include the following:
 - 1.) Description of the property;
 - 2.) Serial number or other identification number;
 - 3.) Source of the property;
 - 4.) Identification of who holds the title;
 - 5.) Acquisition date;
 - 6.) Cost of the property;
 - 7.) Location of the property; and
 - 8.) Disposition data including the date of disposal and sale price.
- e. Title of Property: Notwithstanding any other provision of law, title to all expendable and nonexpendable property purchased with grant funds made available under the Grant Program shall vest in the agency that purchased the property, if it certifies to the ODCP that it will use the property for the purposes outlined in the grant application. If such certification is not made, title to the property shall vest in the State of Iowa, which shall seek to have the property used for program related purposes elsewhere in the state prior to using it or disposing of it in any other manner.
- f. Use of Property: The Grantee may use property acquired in whole or in part with Federal funds for the authorized purpose of the original grant as long as needed whether or not the program or project continues to be supported by Federal funds.

12. Computer Systems.

No federal funding may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

13. Travel.

Travel specifically identified in the grant application and budget is approved for reimbursement by the ODCP. Out of state training and travel not identified and approved in the application and grant budget requires approval by the ODCP prior to reimbursement. Requests for out-of-state training and travel must be submitted to the ODCP in writing. The Grantee shall follow its own written policies, or conditions set forth in the grant. Meal and lodging rates cannot exceed state rates.

In-State meal rates

- Breakfast \$8.00
- Lunch \$10.00
- Dinner \$19.00

Out of State:

Meal rates are determined by City Level. The following link shows the level for the location you are traveling to - <https://das.iowa.gov/state-accounting/travel-relocation/out-state-travel/out-state-city-levels>

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Breakfast	\$ 8.00	\$ 8.00	\$10.00	\$12.00
Lunch	\$10.00	\$11.00	\$12.00	\$15.00
Dinner	\$19.00	\$25.00	\$29.00	\$38.00

In-state lodging is limited to \$72.80 including taxes.

Out-of state lodging limits are defined by the federal travel regulations (FTR) <https://www.gsa.gov/travel/plan-book/per-diem-rates>

There may be exceptions to the lodging rates when staying at the facility hosting the event. If the event location rate exceeds the rate listed above, contact our office to receive *prior approval*.

In the event a reasonable and prudent policy does not exist, State of Iowa approval rates will apply to subrecipient travel costs. Subrecipients are encouraged to contact ODCP with questions regarding travel reimbursement rates and processes.

14. Payments.

Expenditure reports must be submitted monthly. Expenditure reimbursement shall be made on program cash expenditures included in the grant budget and upon the receipt and acceptance by the ODCP of a properly completed and authorized expenditure report and supporting documentation. Reimbursement must be requested within 23 days after the end of the period for which payment is being requested. Payments may be adjusted to correct disallowance’s resulting from audit or contract review. Reimbursement may be withheld if a grantee is delinquent in program reporting or if the grantee fails to meet any contract condition.

15. Reporting.

Form to be Used:

- a. Claim for Reimbursement - Completed online at www.iowagrants.gov
- b. Quarterly Progress Reports - Completed online at www.iowagrants.gov
- c. Inventory Report Form

Due Date:

Due by the 23rd day of **each** month, following expenditures. Projects in good standing may elect to submit on a quarterly basis.

Due Date:

- October 23rd
- January 23rd
- April 23rd
- July 23rd

Due Date

Equipment purchased all or in part with grant funds must be listed on the inventory report form. (See property.) Due to the ODCP 30 days after the grant period.

July 31st

d. Annual Audit Report

If agencies are exempt from audit requirements, the Grantee must keep records that are available for review or audit by appropriate officials including the Federal agency, the State agency, and the US Government Accountability Office (GAO).

Due Date

For July 1st through June 30th audit is due by March 31st

16. Awards to private agencies - accounting system audit requirement.

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds. This audit must be conducted in accordance with the Government Auditing Standards (December 2011 Revision), as found on the GAO website. The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award. Audits must be conducted no less frequently than every 2 years. The dollar threshold applies as established for audit reports in OMB Circular A-133, as amended.

17. Audits:

Subrecipients of Federal funds are required to permit access to their records and financial statements as necessary to comply with Title 2 CFR Part 200, Subpart F Audit Requirements and Code of Iowa, Chapter 11, Audit of Counties, Cities and School Districts.

Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including pass-through subawards) in the State fiscal year (July 1 - June 30) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 CFR Part 200, Subpart F.

Non-Federal entities that expend less than \$750,000 in Federal awards in a fiscal year are exempt from audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass-through entity, and General Accounting Office (GAO).

A management letter must be submitted with the audit report. Grantee audit reports must be submitted no later than nine (9) months after the close of each fiscal year during the term of the award. Grantees shall comply with any audit resolution activities as directed by the ODCP.

Audit costs for audits not required or performed in accordance with Title 2 CFR Part 200, Subpart F are not allowable. If the grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.

18. Monitoring/Evaluation.

The ODCP reserves the right to monitor the Grantee's performance through site visits, reports, or other means deemed necessary by the ODCP. The Grantee agrees that the ODCP may conduct site visits to review grant compliance, assess management controls, assess the applicable activities or strategies, and provide technical assistance. In addition, the Grantee shall provide any data or information required for the purposes of monitoring and program evaluation. Such evaluation may be conducted by the ODCP or other appropriate agencies. The Grantee shall ensure the cooperation of the Grantee's employees, agents, and board members in such efforts.

Following each site visit or review the ODCP may submit a written report to the Grantee, which will identify the findings. A corrective action plan with a timetable to address any deficiencies or problems noted in the report may be requested by the ODCP. The corrective action plan shall be submitted to the ODCP for the approval within the timeline outlined in the written report. The Grantee shall carry out the plan after it is approved by the ODCP. Failure to do so may result in suspension or termination of funding.

19. Changes in the Program.

- a. Changes in Service: Changes in types of services provided by the Grantee as agreed to in the application and award require **prior approval** by the ODCP. Discontinuation or modification of a service without prior approval may result in a decrease in the grant amount or termination of the grant.
- b. Changes in Location: The Grantee shall notify the ODCP of any change in office or service location (relocation, addition, or deletion) from that shown in the application within 72 hours of such change.
- c. Changes in Program Director or Other Personnel: When there is a change in the program director or any other personnel supported by the grant from that shown on the application, the ODCP must be notified. The Grantee is responsible for replacement, and written notification to the ODCP of each action within 72 hours.
- d. Change in Legal Applicant/Grantee: This grant shall not be assigned, transferred, or conveyed in whole or in part by the Grantee to any third party or parties without prior written approval from the ODCP. A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one legal entity to another. A change of Grantee must be approved in advance by the ODCP. The ODCP reserves the right to not contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project; and, a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by the ODCP prior to the date of transfer.
- e. Change in Budget: Due to the fact that budget line item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget

revision requests must be submitted, and approved by, the ODCP prior to the revised expenditure of funds. The ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested, via iowagrants.gov, by the legal applicant and/or the legal applicant's authorized designee (e.g. the Program/Project Director), who must certify that the change in budget does not constitute a change in the goals and objectives of the program.

20. Copyrights.

The U.S. Department of Justice and the State of Iowa, ODCP reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: a) the copyright in any work developed under a grant, or contract under a grant or subgrant; and b) any rights of copyright to which Grantee or contractor purchases ownership with grant support.

21. Federal Funds Acknowledgment.

Program directors are encouraged to make the results and accomplishments of their activities available to the public. Prior ODCP approval is not needed for publishing the results of an activity under a grant project; however, an acknowledgment of State/Federal support must be made. The Grantee shall, when issuing statements, press releases, and other documents describing the grant project, clearly state: a) the percentage of the total cost of the project which was or will be financed with Federal and State funds; and b) the dollar amount of Federal and State funds for the project.

Any publication (written, visual, or sound), whether published at the Grantee's or government's expense, shall contain the following statements: (NOTE: This excludes press releases, newsletters, and issue analyses.)

"This project was supported by Grant No. _____, awarded by the U. S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or the Governor's Office of Drug Control Policy."

22. Release of Information and Confidentiality of Records.

- a. Release of Public Grant Information: The Grantee is required to make available all records, papers and other documents kept by the Grantee relating to the receipt and disposition of any funds, if requested by any member of the public. All such records shall be available except when access to the records is limited by Federal or State confidentiality regulations. The intended use of such information will not be a criterion for release.
- b. Confidentiality of Records: The Grantee shall maintain the confidentiality of all confidential records related to this grant in accordance with Federal and State laws. Privacy rights of parents and students apply to this program. Grantee policies and procedures shall provide that records of the identity, diagnosis, prognosis, or treatment of any client which are maintained in connection with the performance of the grant be kept confidential and be used only for the purposes and under the circumstances expressly authorized under the Federal confidentiality regulations 42 CFR part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records" and the Code of Iowa, Chapter 22.7. The Grantee shall comply with all confidentiality requirements

of 42 U.S.C. 3789g and 28 CFR part 22 that are applicable to the collection, use, and revelation of data or information.

23. Protection of human research subjects

The grantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

24. Conflict of Interest.

The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

25. Report Misuses of Funds.

The Grantee must promptly refer to the ODCP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subcontract for services.

26. Restrictions and certifications regarding non-disclosure agreements and related matters.

No Grantee or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- 1) In accepting this award, the Grantee--
 - a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide

prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Drug Free Workplace.

Each Grantee receiving an award from the Governor's Office of Drug Control Policy shall certify that it will maintain a drug-free workplace, or in the case of a Grantee, who is an individual, certify to the agency that his or her conduct of award activity will be drug-free. If a Grantee makes a false certification, the Grantee is subject to suspension, termination, and debarment. In order to comply with the Drug Free Workplace Act of 1988, Grantees are required to report any conviction of their employees under a criminal drug statute for violations occurring on the Grantee's premises or off the Grantee's premises while conducting official business. A report of a conviction must be made to the ODCP within ten (10) days of receiving notices of such conviction.

28. Americans With Disabilities Act.

The Grantee shall comply with Subtitle A, title II of the Americans with Disabilities Act (ADA), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation, 28 CFR Part 35.

29. Immigration and Naturalization Service.

The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

30. Limited English Proficiency.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov."

Local interpreters and translators may be available through the Iowa Interpreters and Translators Association at <https://www.iitanet.org> .

31. Nondiscrimination/Equal Employment Opportunity Program.

- a. All grant recipients, including contractors, will comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); Victim of Crime Act (42 U.S.C. 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973 (29

U.S.C. 794); Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); Violence Against Women Reauthorization Act of 2013; and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

- b. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the Grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Iowa Governor's Office of Drug Control Policy (ODCP).
- c. The Grantee will provide an Equal Employment Opportunity Plan (EEOP) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Otherwise, it will provide a certification to the OCR and the ODCP that it has a current EEOP on file, if required to maintain one. Grantee agencies receiving less than \$25,000; grantee agencies with less than 50 employees, regardless of the amount of the award; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEOP requirement, but the grantee is required to submit a certification form to the OCR to claim the exemption. A copy of the certification form shall also be submitted to the ODCP. Information about civil rights obligations of grantees can be found at www.ojp.usdoj.gov/ocr.
- d. In accordance with Federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act, (IAC Ch 216), prohibits discrimination in employment because of a person's: Race, Creed, Color, Sex, Age, National Origin, Gender Identity, Sexual Orientation, Disability, or Religion.
- e. Grant recipients, if required, must make available, upon request, its Affirmative Action Program containing goals and time specifications.
- f. This contract may be suspended or terminated, in whole or in part, in the event of the Grant recipient's noncompliance with this section and the recipient may be declared ineligible for further contracts with the ODCP. Additionally, the ODCP may take further action by imposing other sanctions or invoking other remedies as provided by the Iowa Civil Rights Act of 1965 or as otherwise provided by law.
- g. The U.S. Department of Justice, Office of Civil Rights issued an advisory document for grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a

disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, the Grantee should consult local counsel in reviewing their employment practices. If warranted, the Grantee should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

32. Findings of Discrimination.

The Grantee assures that in the event a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, disability, age, sexual orientation, gender identity, or sex against a recipient of funds, the Grantee will promptly forward a copy of the finding to the Governor's Office of Drug Control Policy.

33. Determination of suitability required, in advance, for certain individuals who may interact with participating minors

1. Advance determination regarding suitability. The Grantee (and any subrecipient at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the Grantee or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.e., and taking into account the factors and considerations described in paragraph 4.
2. Updates and reexaminations
 - a. The Grantee (or subrecipient) must, at least every five years, update the searches described in paragraph 3.e, reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.
 - b. The Grantee also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.
3. Definitions
 - a. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the Grantee (or subrecipient)) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the Grantee (or subrecipient). Such an individual might be an employee of a Grantee (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.
 - b. "Participating minor." All individuals under 18 years of age participating in grant funded activities are participating minors.
 - c. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--
 - i. brief contact that is both unexpected by the Grantee (or subrecipient) and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.

- ii. personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the Grantee (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.
- d. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds, or "program income" for the award include both--
 - i. activities carried out under the award by the Grantee (or subrecipient); and
 - ii. actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.

e. "Current and appropriate information"

In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the Grantee's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

i. Public sex offender and child abuse websites/registries

A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including—

- a. the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);
- b. the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
- c. the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

ii. Criminal history registries and similar repositories of criminal history records

For each individual at least 18 years of age who is a covered individual under this FY 2019 award, a fingerprint search (or, if the Grantee or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

- a. the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
- b. the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the Grantee's (or subrecipient's) written policies and procedures, in making a determination regarding suitability, the Grantee (or subrecipient) must consider the current and appropriate information described in paragraph 3.e.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the Grantee (or subrecipient) may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual--

- a. Withholds consent to a criminal history search required by this condition;
- b. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
- c. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- d. To the knowledge of the Grantee (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):
 - i. sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
 - ii. rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - iii. sexual exploitation, such as through child pornography or sex trafficking;
 - iv. kidnapping;
 - v. voyeurism; or
- e. Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. Administration; rule of construction

- a. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of the grant, and throughout the remainder of the period of performance.
- b. The Grantee is to contact the ODCP with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
- c. Nothing in this condition shall be understood to authorize or require the Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

34. Equal Treatment for Faith Based Organizations.

The Grantee shall comply with the applicable requirements of 28 C.F.R. Part 38, governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that grant awards may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grant recipients may still engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded through grant funding are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

35. Lobbying Restrictions.

The Grantee agrees that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract or grant, and the Grantee receives Federal funds exceeding \$100,000, the Grantee shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>
- c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

36. Sanctuary Jurisdiction.

(Byrne JAG & PSN Grantees Only) Grantee will comply with the provisions of 8 U.S.C §1373 and 1644 which addresses the exchange of information regarding citizenship and immigration status among Federal, State, and local government entities and officials from "prohibit[ing] or in any way restrict[ing]" government officials or entities from sending to, or receiving from, Federal immigration officers information concerning an individual's citizenship or immigration status. Certain grantees/subgrantees may also be required to complete a U.S. DOJ certification.

The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier

- a. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of Federal law in fact are given access to a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.
- b. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and - as early as practicable.

37. Sanctuary Jurisdiction (Iowa Code).

The Grantee shall comply with the provisions of Iowa Code chapter 27A, which applies to the enforcement of immigration laws. Grantees who are found to be in non-compliance with Iowa Code 27A are ineligible to receive funds through the ODCP. Rules governing the determination of non-compliance and the reinstatement of eligibility are provided in Iowa Administrative code 541 chapter 13.

38. Liability.

- a. If any provision contained herein is in conflict with any State or Federal law or shall be declared to be invalid by any court of record of this State, such invalidity shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court shall continue to be in effect.
- b. The ODCP reserves all administrative, contractual and legal remedies, which are available in the event that the Grantee violates or breaches the terms of this contract.

39. Drug Task Force.

Officers funded by the Office of Drug Control Policy who encounter minors who as a direct or indirect result of the presence and or the use of any illegal drug are at risk of exposure, abuse, or neglect shall at a minimum report the encounter to the Department of Human Services. Task forces are strongly encouraged to participate in a Drug Endangered Children program designed to identify and protect the wellbeing of these youth.

40. Drug Task Force Training.

Each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as

other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When registering for the training, participants should use the preauthorization code **QX6S4**

41. Use of Force Training Metrics.

(Byrne JAG Grantees Only) Law enforcement agencies receiving director or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

42. NEPA Clandestine Methamphetamine Laboratories.

This condition facilitates compliance with the provision of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No Federal monies from this award may be obligated to support meth lab operations unless the grant recipient implements this condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental, health and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grant recipient for any OJP funded meth lab operations:

- a. The grant recipient shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.
- b. Grant recipients shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure the adverse environmental, health, and safety impacts in the Assessment are mitigated in a manner consistent with the requirements of this condition.
- c. Grant recipients shall monitor grant funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan.

Methamphetamine Mitigation Conditions

Where applicable, grant recipients shall:

- a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
- b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
- c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;

- d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
- e. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
- f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
- g. Monitor the transport, disposal and recycling components of subparagraphs number "e" and "f" immediately above in order to ensure proper compliance;
- h. Have in place and implement a written agreement with the responsible State environmental agency. This agreement must provide that the responsible State environmental agency agrees to: (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory; and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the State environmental agency and in accordance with existing State and Federal requirements;
- i. Have in place and implement a written agreement with the responsible State or local service agencies to properly respond to any minor, as defined by State law, at the site. This agreement must ensure immediate response by qualified persons who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up tests, examinations, or health care made necessary as a result of methamphetamine toxicity; and
- j. Report all clandestine lab responses to the Iowa Division of Narcotics Enforcement using EPIC report form #143. Assistance in completing this form is available by calling 515/281-9054.

43. DUNS/SAM Registration.

Grant recipient shall register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The Grantee shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

44. Recipient Integrity and Performance.

The Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the Federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the Federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted

on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

45. Disclosure of “High Risk” Designation by Federal Agency.

The Grantee shall disclose to the Office of Drug Control Policy any designation of “high risk” by any Federal grant-making agency currently or at any time during the course of the period of performance under the award. For purposes of this disclosure, high risk includes any status under which a Federal awarding agency provides additional oversight due to the Grantee’s past performance, or other programmatic or financial concerns with the Grantee.

46. Breach of Personally Identifiable Information.

The Grantee (including other participating agency supported by the award) must have written procedures in place to respond in the event of an actual or imminent “breach” if it (or participating agency)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a “Federal information system” (OMB Circular A-130). The Grantee’s breach procedures must include a requirement to report actual or imminent breach of PII to the Office of Drug Control Policy no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. The ODCP will in turn report the breach to the appropriate Federal agency.

47. Withholding of Support, Suspension, and Termination.

a. Withholding of Support: With ten (10) days written notice, the ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by Grantee and approved by the ODCP. Reasons may include, but are not limited to the following:

- 1.) Delinquency in submitting required reports;
- 2.) Failure to provide adequate management of the funds;
- 3.) Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract; and
- 4.) Failure to regularly coordinate the activities and services with other local providers funded by the ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.

b. Suspension: When, as determined by the ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, the ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that the ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by the ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until the ODCP terminates the grant.

c. Termination:

1. Termination for Cause: The ODCP may terminate a grant in whole or in part any time before the date of completion if the ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, the ODCP must send written notice to the

Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by the ODCP shall be made in accordance with the terms and conditions of this grant.

2. Termination on Other Grounds: In addition to termination for cause, the ODCP grants may be terminated in whole or in part as follows:
 - a By the ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
 - b By the Grantee. Sixty (60) days written notice to the ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
 - c By the ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination.
 - d By the ODCP in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever the ODCP determines that such termination is in the best interests of the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination.
 - e In addition, the ODCP may terminate this contract effective immediately without penalty and without advance notice for any of the following reasons:
 - i. The Grantee furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or **other solicitation document** that is false, deceptive, or materially incorrect or incomplete;
 - ii. **The Grantee or any of its officers, directors, employees, agents, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;**
 - iii. The Grantee terminates or suspends its business;
 - iv. The Grantee has failed to comply with any applicable international, Federal, State (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
 - v. The ODCP determines or believes the Grantee has engaged in conduct that: (a) has or may expose the ODCP or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;

- vi. **The Grantee** infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or **the Grantee** misappropriates or allegedly misappropriates a trade secret or ;
 - vii. **The Grantee** fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy.
- d In the event of termination, the Grantee shall be reimbursed by the ODCP only for those allowable costs incurred or encumbered up to and including the termination date, subject to the continued availability of funds to the ODCP. Upon receipt of notice of termination the Grantee shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Grantee shall also immediately cease using and return to the ODCP any personal property, equipment, or materials provided by the ODCP to the Grantee and shall immediately return to the ODCP any payments made by the ODCP for services that were not rendered by the Grantee.
- e In the event of termination, the Grantee agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, and reports. The Grantee shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Grantee fails to ensure a smooth transition of services to clients, the ODCP may, at its sole discretion, place the Grantee on its list of contractors barred from entering into any contract with the ODCP and immediately terminate all other existing contracts between the ODCP and the Grantee. The Grantee shall cooperate in good faith with the ODCP and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement provider.
- f. The ODCP shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates; any costs incurred by Grantee in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract; any taxes Grantee may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- g The ODCP reserves all administrative, contractual and legal remedies which are available in the event that the Grantee violates or breaches the terms of this contract.

48. Indemnification.

The Grantee and its successors and assignees agree to indemnify and hold harmless the State of Iowa and the ODCP and its officers, employees, agents, and volunteers from any and all liabilities, damages, settlements, judgments, costs and expenses, including the

reasonable value of time spent by the Attorney General's Office and the costs and expenses and reasonable attorney fees of other counsel required to defend the ODCP or the State of Iowa, related to or arising from any of the following:

- a. Any violation of this contract.
- b. Any negligent, intentional, or wrongful act or omission of the Grantee, its officers, employees, agents, board members, contractors or subcontractors, or any other person in connection with this project.
- c. Any infringement of any patent, trademark, trade dress, trade secret, copyright, or other intellectual property right.
- d. The Grantee's performance or attempted performance of this contract.
- e. Any failure by the Grantee to comply with all Federal, State, and local laws and regulations.
- f. Any failure by the Grantee to make all reports, payments, and withholdings required by Federal and State law with respect to social security, employee income, and other taxes, fees, or costs required by the Grantee to conduct business in the State of Iowa.
- g. The death, bodily injury or damage to property of any enrollee, agent, employee, business invitee or business visitor of the Grantee or any of its subcontractors.
- h. Any failure by the Grantee to adhere to the confidentiality provisions of this contract.

49. Warranties.

- a. The Grantee represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Grantee; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the ODCP hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the ODCP hereunder or under any license agreement related hereto without violating any rights of any third party; (ii) Grantee has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the ODCP herein; and (iii) the ODCP shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.
- b. The Grantee represents and warrants that: (i) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (ii) the ODCP's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Grantee further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Grantee shall inform the ODCP in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Grantee shall, at the ODCP's request and at the Grantee's sole expense:

(i) procure for the ODCP the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to the ODCP all fees, charges and any other amounts paid by the ODCP with respect to such Deliverable. In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the ODCP and shall survive termination of this Contract.

- c. The Grantee represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications.
- d. The Grantee represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the ODCP notifies Grantee of any services performed in violation of this standard, Grantee shall re-perform the services at no cost to the ODCP, such that the services are rendered in the above-specified manner, or if the Grantee is unable to perform the services as warranted, Grantee shall reimburse the ODCP any fees or compensation paid to Grantee for the unsatisfactory services.
- e. The Grantee represents and warrants that the Deliverables will comply with any applicable Federal, State, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

50. Status of Grantee.

The Grantee shall at all times be deemed an independent contractor. The Grantee, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency or department of the State. The Grantee shall be responsible for withholding all taxes and shall hold the ODCP harmless for any claims for the same.

51. Choice of Law and Forum.

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this

contract shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the ODCP or the State of Iowa.

52. Immunity from Liability.

Every person who is a party to the Contract is hereby notified and agrees that the State, the ODCP, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's and/or subcontractors' activities involving third parties and arising from the Contract.

53. Compliance with Iowa Code chapter 8F.

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Grantee certifies it will comply with the requirements of the Iowa Code chapter 8F. The Grantee shall forward any compliance documentation, including but not limited to certifications, and any compliance documentation received from subcontractors by the Grantee to the ODCP.

54. Enhancement of Contractor Employee Whistleblower Protections.

41 U.S.C. 4712 states, "employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblowing protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of a law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of the “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections” is in effect for all grants, contracts, subgrants, and subcontracts.

55. Ownership of Deliverables.

Ownership and Assignment of Other Deliverables. The Grantee agrees that the State and the ODCP shall become the sole and exclusive owners of all Deliverables. Grantee hereby irrevocably assigns, transfers and conveys to the State and the ODCP all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Grantee represents and warrants that the State and the ODCP shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Grantee or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Grantee. The Grantee (and Grantee’s employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the ODCP and the payment of such royalties or other compensation as the ODCP deems appropriate. Unless otherwise requested by ODCP, upon completion or termination of this Contract, Grantee will immediately turn over to ODCP all Deliverables not previously delivered to the ODCP, and no copies thereof shall be retained by Grantee or its employees, agents, subcontractors or affiliates, without the prior written consent of the ODCP. To the extent any of Grantee’s rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Grantee hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State’s rights in and to the Deliverables.

56. Confidentiality, IT Standards, and Security.

a. The Grantee will comply with and adhere to the following the ODCP and State information technology standards and provide training to Grantee’s employees and subcontractors concerning such standards, procedures and protocols as applicable.

1. Data Backup Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of the ODCP required services.
2. Data Stewardship Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.
3. Interconnectivity Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.

4. Laptop Data Protection Standard: Applicable to Grantees which utilize laptops to process, store, transmit or monitor data essential to the performance of the ODCP required services or connects to state owned or managed network.
5. Removable Storage Encryption Standard: Applicable to Grantees which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of the ODCP required services.
6. Web Application Security Standard: Applicable to Grantees which develop, manage or utilize state resources including but not limited to websites, data systems, desktop applications and web based services.
7. Website Accessibility Standard: Applicable to Grantees which develop and maintain ODCP web pages.

Current state information technology standards are accessible online at.
<https://ocio.iowa.gov/home/standards>

b. The Grantee will take all precautions and actions necessary to: (i) prevent unauthorized access to the ODCP's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the ODCP's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Grantee agrees that it will not copy, reproduce, transmit, or remove any ODCP (or State) information or data without the prior written consent of the ODCP. Grantee agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the ODCP or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Grantee or Grantee's employees, agents and subcontractors. Breaches of security include, but are not limited to:

- 1 Disclosure of confidential or sensitive information;
- 2 Unauthorized access to ODCP or State systems;
- 3 Illegal technology transfer;
- 4 Sabotage or destruction of ODCP or State information or information systems;
- 5 Compromise or denial of ODCP or State information or information systems;
- 6 Damage to or loss of ODCP or State information or information systems; and
- 7 Theft.

a. The Grantee shall immediately report to the ODCP any such breach of security. In the event of a breach of this section or any breach of security as described herein, the ODCP may terminate this Agreement immediately without penalty or liability to the ODCP and the State and without affording Grantee any opportunity to cure.

57. Qualifications of Staff.

The Grantee shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Grantee, are properly licensed, certified or accredited as required under applicable Federal and State law and the Iowa Administrative Code. The Grantee shall provide standards for service providers who are not otherwise licensed, certified or accredited under Federal or State law or the Iowa Administrative Code.

58. State Agencies and Iowa Regent Institutions.

If the Grantee is a state agency or state of Iowa Regent Institution:

- a) Section 45 (Indemnification) and Section 47 (Status of Grantee) shall be of no force and effect.
- b) Section 46 (Warranties) shall be modified to delete the phrase “and warrants” each time said phrase is mentioned. Additionally, the following sentence shall be deleted from 46(b): “In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section.”
- c) Section 52 shall be modified to add the following sentence: The ODCP and State agree to provide to Grantee a non-exclusive, royalty-free license to use the Deliverables for its own research and educational purposes, for the purpose of complying with this Grant, and for any purpose authorized or required by federal or state law.

Revised May 14, 2020

Iowa Governor's Office of Drug Control Policy
STANDARD GRANT CONDITIONS CERTIFICATION
Legal Applicant & Program/Project Director

On behalf of, (agency) Story County Sheriff's Office I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa/Governor's Office of Drug Control Policy Grant Program.

LINDA MURKEN
(Legal Applicant - Print or Type)

[Signature] 6-9-20
(Signature Legal Applicant) (Date)

Brian Tickle
(Program/Project Director - Print or Type)

[Signature] 6/4/20
(Signature Program/Project Director) (Date)

Iowa Governor's Office of Drug Control Policy
STANDARD GRANT CONDITIONS CERTIFICATION
Contract Services (If Applicable)

Office of Drug Control Policy (contracting agency) has entered into an agreement with Story County (Legal Applicant) to provide services through a grant provided by the Office of Drug Control Policy. The applicant agency has provided a copy of the standard grant conditions. I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa/Governor's Office of Drug Control Policy Grant Program.

(Signature Contracting Agency)

(Date)

Iowa Governor's Office of Drug Control Policy
CERTIFIED ASSURANCES

NON-SUPPLANTING

The grantee assures that Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for project activities.

MATCHING FUNDS

The grantee assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for criminal justice activities by the recipients of grant funds and shall be provided on a project-by-project basis.

RECORD KEEPING

The grantee assures that fund accounting, auditing, monitoring, evaluation procedures, and such records as the Governor's Office of Drug Control Policy shall require, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

REPORTING

The grantee assures that it shall maintain such data and information and submit such reports in such form, at such times, and containing such data and information as the Governor's Office of Drug Control Policy may reasonably require to administer the program.

FINANCIAL AND ADMINISTRATIVE GUIDE

The grantee assures that it will comply with the provisions of the Office of Justice Programs' "Financial and Administrative Guide for Grants. <http://ojp.gov/financialguide/DOJ/index.htm>

COMPLIANCE WITH FEDERAL PROCEDURES

The grantee assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information Systems; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

DUNS/SAM Registration:

The grantee assures that it will register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The recipient shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

Recipient Integrity and Performance

The grantee assures that it will comply with any and all applicable requirements regarding reporting of

information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

CERTIFICATION

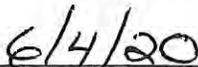
I certify that the program in this application meets all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; that all the information presented is correct; and the application will comply with the provisions of the Act and all other Federal laws, regulations, and guidelines. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, the undersigned shall assure the applicable conditions above apply to all recipients of assistance.



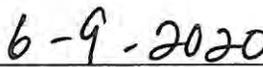
Signature - Project Director



Signature - Legal Applicant



Date



Date

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person: Paul H. Fitzgerald

2. Title/Address: Paul H. Fitzgerald, Story County Sheriff
1315 S. B Ave
Nevada, Iowa 50201

3. Telephone Number: 515-382-7456

4. Number of persons employed by the agency responsible for administering this grant:
89

Iowa Governor's Office of Drug Control Policy
US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, participants' responsibilities. The regulations were published as Part VIII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

Linda Murken, Chair, Board of Supervisors

Name and Title of Authorized Representative

[Handwritten Signature]

Signature

6-9-2020

Date

Story County

Name of Organization

900 6th Street, Nevada, Iowa 50201

Address of Organization

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance: The grantees shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, City, County, State, zip code):

Organization Name *Story County*

Name and Title of Authorized Representative *Linda Mucken, Board of Supervisors, Chair*

Signature *J. Mucken*

Date *6-9-2020*

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here JMN and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Forms are available from the Governor's Office of Drug Control Policy.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Story County, 9006th St Nevada
Name and Address of Organization

Linda Marken
Name of Authorized Individual

JMudakhen 6/9/2020
Signature and Date

Equal Employment Opportunity Plan Certification Form Instructions

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; or it received an award under \$25,000; or it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, and (2) have fifty or more employees, and (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, submit to the OCR for review, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D Recipients that (1) receive a single award over \$500,000; and (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. The document must have the following title: EEOP Certification. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15 Public Reporting Burden Statement Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>Story County</u>	
Address: <u>900 6th St, Nevada, IA 50201</u>	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number: <u>050813112</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Alissa Wignall / Director of Internal Operations and HR</u>	
Telephone Number: <u>515-382-7204</u>	E-Mail Address: <u>awignall@storycountyia.gov</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

Less than fifty employees. Indian Tribe Medical Institution.
 Nonprofit Organization Educational Institution Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Alissa Wignall [responsible official], certify that Story County [recipient], which has fifty or more employees and is receiving a single award of subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization], Story County Board of Supervisors
900 6th St. Nevada, IA 50201
 [address].

Alissa Wignall, Director of Internal Operations and HR [Signature] 10/9/20 [Date]

Print or Type Name and Title _____ Signature _____ Date _____

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

Iowa Governor's Office of Drug Control Policy

D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

Sub-Recipient Agency Name/Address	Sub-Recipient DUNS Number

If additional space in necessary, please duplicate this page.

Revised 05/14/2020

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

(1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

(2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

(3) If yes to either:

- Please provide a copy of each law or policy;
- Please describe each practice; and
- Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Information Regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

Yes

- Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Yes

- If yes to either: Please provide a copy of each law or policy;
 - o Please describe each practice; and
 - o Please explain how the law, policy, or practice complies with section 1373.

The Iowa Legislature recently passed Senate File 481 which was signed by Governor Reynolds and became law July 1, 2018. Senate File 481 requires the following:

- A local entity shall not adopt or enforce a policy or take any other action that prohibits or discourages the enforcement of immigration laws.
- Local entities shall not prohibit or discourage law enforcement officers or other employees from assisting or cooperating with a federal immigration officer as reasonable or necessary, including providing enforcement assistance.
- Local entities shall not prohibit or discourage law enforcement or other officials from inquiring about the immigration status of a person who is under arrest, sharing that information with other authorities, or assisting federal immigration officers as reasonable or necessary.
- Local entities shall not prohibit or discourage the retention or sharing of information relating to the immigration status of any person under lawful detention or arrest with federal immigration officials and other local, federal or state entities.
- Local entities and their employees shall not ask about the national origin of a person who is the victim of a crime, witness of a crime or is otherwise reporting a crime unless it's pertinent to the investigation.
- By January 1, 2019, each state or local law enforcement agency subject to the new requirements must put in writing any unwritten or informal policies relating to the enforcement of immigration laws and update those policies to be in compliance with the new law.
- The law prohibits discrimination on the basis of race, skin color, language spoken, or national origin.

House File 481 is attached along with the administrative rules established by the Iowa Department of Management.

Senate File 481 - Enrolled

Senate File 481

AN ACT

RELATING TO THE ENFORCEMENT OF IMMIGRATION LAWS AND PROVIDING
PENALTIES AND REMEDIES, INCLUDING THE DENIAL OF STATE FUNDS
TO CERTAIN ENTITIES.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. NEW SECTION. 825.1 Definitions.

1. "*Immigration detainer request*" means a written federal government request to a local entity to maintain temporary custody of an alien, including a United States department of homeland security form I-247 or a similar or successor form. "*Immigration detainer request*" includes only written federal government requests that are accompanied by any of the following properly completed forms or similar or successor forms, if such forms or similar or successor forms are signed by an authorized United States immigration and customs enforcement officer:

- a. United States department of homeland security form I-200.
- b. United States department of homeland security form I-205.

2. "*Immigration law*" means a law of this state or a federal law relating to aliens, immigrants, or immigration, including but not limited to the federal Immigration and Nationality Act, 8 U.S.C. §1101 et seq.

3. "*Lawful detention*" means the detention of a person by a local entity for the investigation of a public offense. "*Lawful detention*" excludes a detention if the sole reason for the

detention is that a person is a victim of or witness to a public offense or is reporting a public offense.

4. "*Local entity*" means the governing body of a city or county. "*Local entity*" includes an officer or employee of a local entity or a division, department, or other body that is part of a local entity, including but not limited to a sheriff, police department, city attorney, or county attorney.

5. "*Policy*" includes a formal, written rule, policy, procedure, regulation, order, ordinance, motion, resolution, or amendment and an informal, unwritten policy.

6. "*Public offense*" excludes a moving traffic violation under chapter 321.

Sec. 2. NEW SECTION. 825.2 Law enforcement agency duties — immigration detainer requests.

A law enforcement agency in this state that has custody of a person subject to an immigration detainer request issued by United States immigration and customs enforcement shall fully comply with any instruction made in the detainer request and in any other legal document provided by a federal agency.

Sec. 3. NEW SECTION. 825.3 Completion of sentence in federal custody.

1. The court, in a criminal proceeding in this state in which the sentence requires a defendant who is the subject of an immigration detainer request to be confined in a correctional facility, shall issue an order at the time of sentencing requiring the correctional facility in which the defendant is to be confined and all appropriate government officers to require the defendant to be transferred to serve in federal custody the final portion of the defendant's sentence, not to exceed a period of seven days, if a facility or officer determines that the change in the place of confinement will facilitate the seamless transfer of the defendant into federal custody. The court in a criminal proceeding in this state shall retain jurisdiction to issue such an order at a later date if the court receives notice from a federal agency that a defendant was the subject of an immigration detainer request at the time of sentencing. The court shall issue such an order as soon as practicable after receiving such notice.

2. In the absence of an order issued under this section,

a facility or officer acting under exigent circumstances may perform such a transfer after making a determination that the change in the place of confinement will facilitate the seamless transfer of the defendant into federal custody.

3. A defendant shall be transferred pursuant to this section only if appropriate officers of the federal government consent to the transfer of a defendant into federal custody under the circumstances described in this section.

Sec. 4. NEW SECTION. 825.4 Restriction on enforcement of immigration law prohibited.

1. A local entity shall not adopt or enforce a policy or take any other action under which the local entity prohibits or discourages the enforcement of immigration laws.

2. A local entity shall not prohibit or discourage a person who is a law enforcement officer, corrections officer, county attorney, city attorney, or other official who is employed by or otherwise under the direction or control of the local entity from doing any of the following:

a. Inquiring about the immigration status of a person under a lawful detention or under arrest.

b. Doing any of the following with respect to information relating to the immigration status, lawful or unlawful, of any person under a lawful detention or under arrest, including information regarding the person's place of birth:

(1) Sending the information to or requesting or receiving the information from United States citizenship and immigration services, United States immigration and customs enforcement, or another relevant federal agency.

(2) Maintaining the information.

(3) Exchanging the information with another local entity or a federal or state governmental entity.

c. Assisting or cooperating with a federal immigration officer as reasonable or necessary, including providing enforcement assistance.

d. Permitting a federal immigration officer to enter and conduct enforcement activities at a jail or other detention facility to enforce a federal immigration law.

Sec. 5. NEW SECTION. 825.5 Written policies.

No later than January 1, 2019, each state or local law

enforcement agency subject to this chapter shall do all of the following:

1. Formalize in writing any unwritten, informal policies relating to the enforcement of immigration laws.
2. Update the agency's policies to be consistent with this chapter, to require each officer or other employee of the law enforcement agency to fully comply with this chapter, and to prohibit an officer or other employee of the law enforcement agency from preventing law enforcement agency personnel from fully complying with this chapter.

Sec. 6. NEW SECTION. 825.6 Discrimination prohibited.

A local entity or a person employed by or otherwise under the direction or control of a local entity shall not consider race, skin color, language spoken, or national origin while enforcing immigration laws except to the extent permitted by the Constitution of the United States or the Constitution of the State of Iowa.

Sec. 7. NEW SECTION. 825.7 Victim of or witness to a crime — limitation on collection of information.

A local entity or a person employed by or otherwise under the direction or control of a local entity shall not ask for or collect any information from a victim of or witness to an alleged public offense or from a person reporting an alleged public offense, including the victim's, witness's, or person's national origin, that is not pertinent to the investigation of the alleged public offense.

Sec. 8. NEW SECTION. 825.8 Complaints — notification — civil action.

1. Any person, including a federal agency, may file a complaint with the attorney general alleging that a local entity has violated or is violating this chapter if the person offers evidence to support such an allegation. The person shall include with the complaint any evidence the person has in support of the complaint.

2. A local entity for which the attorney general has received a complaint pursuant to this section shall comply with any document requests, including a request for supporting documents, from the attorney general relating to the complaint.

3. A complaint filed pursuant to subsection 1 shall not be

valid unless the attorney general determines that a violation of this chapter by a local entity was intentional.

4. If the attorney general determines that a complaint filed pursuant to this section against a local entity is valid, the attorney general, not later than ten days after the date of such a determination, shall provide written notification to the local entity by certified mail, with return receipt requested, stating all of the following:

a. A complaint pursuant to this section has been filed and the grounds for the complaint.

b. The attorney general has determined that the complaint is valid.

c. The attorney general is authorized to file a civil action in district court pursuant to subsection 6 to enjoin a violation of this chapter no later than forty days after the date on which the notification is received if the local entity does not come into compliance with the requirements of this chapter.

d. The local entity and any entity that is under the jurisdiction of the local entity will be denied state funds pursuant to section 825.9 for the state fiscal year following the year in which a final judicial determination in a civil action brought under this section is made.

5. No later than thirty days after the date on which a local entity receives written notification under subsection 4, the local entity shall provide the attorney general with all of the following:

a. Copies of all of the local entity's written policies relating to immigration enforcement actions.

b. A copy of each immigration detainer request received by the local entity from a federal agency.

c. A copy of each response sent by the local entity to an immigration detainer request described by paragraph "b".

d. A description of all actions the local entity has taken or will take to correct any violations of this chapter.

e. If applicable, any evidence that would refute the allegations made in the complaint.

6. No later than forty days after the date on which the notification pursuant to subsection 4 is received, the attorney

general shall file a civil action in district court to enjoin any ongoing violation of this chapter by a local entity.

Sec. 9. NEW SECTION. 825.9 Denial of state funds.

1. Notwithstanding any other provision of law to the contrary, a local entity, including any entity under the jurisdiction of the local entity, shall be ineligible to receive any state funds if the local entity intentionally violates this chapter.

2. State funds shall be denied to a local entity pursuant to subsection 1 by all state agencies for each state fiscal year that begins after the date on which a final judicial determination that the local entity has intentionally violated this chapter is made in a civil action brought pursuant to section 825.8, subsection 6. State funds shall continue to be denied until eligibility to receive state funds is reinstated under section 825.10. However, any state funds for the provision of wearable body protective gear used for law enforcement purposes shall not be denied under this section.

3. The department of management shall adopt rules pursuant to chapter 17A to implement this section and section 825.10 uniformly across state agencies from which state funds are distributed to local entities.

Sec. 10. NEW SECTION. 825.10 Reinstatement of eligibility to receive state funds.

1. Except as provided by subsection 5, no earlier than ninety days after the date of a final judicial determination that a local entity has intentionally violated the provisions of this chapter, the local entity may petition the district court that heard the civil action brought pursuant to section 825.8, subsection 6, to seek a declaratory judgment that the local entity is in full compliance with this chapter.

2. A local entity that petitions the court as described by subsection 1 shall comply with any document requests, including a request for supporting documents, from the attorney general relating to the action.

3. If the court issues a declaratory judgment declaring that the local entity is in full compliance with this chapter, the local entity's eligibility to receive state funds is reinstated

beginning on the first day of the month following the date on which the declaratory judgment is issued.

4. A local entity shall not petition the court as described in subsection 1 more than twice in one twelve-month period.

5. A local entity may petition the court as described in subsection 1 before the date provided in subsection 1 if the person who was the director or other chief officer of the local entity at the time of the violation of this chapter is subsequently removed from or otherwise leaves office.

6. A party shall not be entitled to recover any attorney fees in a civil action described by subsection 1.

Sec. 11. NEW SECTION. 825.11 Attorney general database.

The attorney general shall develop and maintain a searchable database listing each local entity for which a final judicial determination described in section 825.9, subsection 2, has been made. The attorney general shall post the database on the attorney general's internet site.

Sec. 12. APPLICABILITY. This Act applies to the release of a person from custody in this state on or after the effective date of this Act.

Sec. 13. IMPLEMENTATION OF ACT. Section 25B.2, subsection 3, shall not apply to this Act.

CHARLES SCHNEIDER
President of the Senate

LINDA UPMEYER
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 481, Eighty-seventh General Assembly.

W. CHARLES SMITHSON
Secretary of the Senate

Approved _____, 2018

KIM REYNOLDS
Governor

CHAPTER 13
SUSPENSION AND REINSTATEMENT OF STATE FUNDS

541—13.1(27A) Definitions. For purposes of this chapter:

“*City*” means a municipal corporation but does not include a county, township, school district, or any special-purpose district or authority.

“*County*” means an administrative subdivision in the state governed by a locally elected board of supervisors and may be comprised of subdivisions including cities, townships, school districts, or any special-purpose district or authority.

“*Declaratory judgment*” means a judgment issued by a district court declaring a local entity is in full compliance with Iowa Code chapter 27A.

“*Department*” means the Iowa department of management pursuant to Iowa Code chapter 8.

“*Final judicial determination*” means a district court ruling on a civil action brought by the state attorney general’s office finding a local entity to have violated the provisions of Iowa Code chapter 27A.

“*Fiscal year*” means the time period beginning on July 1 and ending the following June 30 as defined in Iowa Code section 8.36.

“*Governing body*” means the mayor and city council of a city or the board of supervisors of a county.

“*Local entity*” means the governing body of a city or county and includes an officer or employee of a local entity or a division, department, or other body that is part of a local entity, including but not limited to a sheriff, police department, city attorney, or county attorney. “Local entity” does include local city and county boards and commissions in which membership in the board or commission is the result of an appointment by the city council or the county board of supervisors. “Local entity” does not include local city and county boards and commissions whose membership is determined by election or is specifically set forth by the Iowa Code. “Local entity” does not include multijurisdictional boards and commissions in which a city or county is one of multiple local government members or school districts.

“*State agencies*” means any boards, commissions, or departments, as defined by Iowa Code section 7E.4, or other administrative offices or units of the executive branch of the state.

“*State funds*” means those funds held by the state that originate from revenues, fees or receipts collected by the state and distributed to local entities. Funds held by the state that are not defined as state funds include:

1. Federal funds (unless provided to the state and awarded as a grant by the state).
2. Funds paid out per gubernatorial or presidential emergency proclamation.
3. Any revenue collected and administered by the state on behalf of a local entity due to a locally imposed tax, fee or fine.
4. Any state funds for the provision of wearable body protective gear used for law enforcement purposes.
5. Payment for public protection, utilities, or goods and services.
6. Payment of settlements.
7. Setoffs as defined by Iowa Code section 8A.504.

[ARC 4141C, IAB 11/21/18, effective 12/26/18]

541—13.2(27A) Denial of state funds. State funds shall be denied to a local entity pursuant to Iowa Code chapter 27A by all state agencies for each state fiscal year that begins after the date on which a final judicial determination that the local entity intentionally violated Iowa Code chapter 27A is made in a civil action brought pursuant to Iowa Code chapter 27A.8.

13.2(1) The department will send written notification to all state agencies to deny state funds. Payments will continue to be made to the local entity until the beginning of the state fiscal year that begins after the date on which a final judicial determination is made, at which time payments will be denied.

13.2(2) If the local entity receives state funds through the county, the department will notify the county so that any needed changes may be made to apportionment systems for property tax credits, exemptions and replacements.

13.2(3) State agencies will contact federal granting agencies in writing to determine how to administer federal funds when state match funds are denied. State agencies may be required to discontinue drawing federal funds or issue repayments as instructed by federal granting agencies.

13.2(4) Funds will continue to be denied until the court issues a declaratory judgment declaring that the local entity is in full compliance with Iowa Code chapter 27A.
[ARC 4141C, IAB 11/21/18, effective 12/26/18]

541—13.3(27A) Reinstatement of eligibility to receive state funds. Upon issuance by the court of a declaratory judgment declaring that the local entity is in full compliance with Iowa Code chapter 27A, the local entity's eligibility to receive state funds is reinstated.

13.3(1) The department will send written notification to all state agencies to reinstate state funds. Payments will be reinstated to the local entity beginning on the first day of the month following the date on which the declaratory judgment is issued.

13.3(2) If the local entity receives state funds through the county, the department will notify the county so that any needed changes may be made to apportionment systems for property tax credits, exemptions and replacements.

13.3(3) State agencies will contact federal partners in writing to determine how to reinstate the drawdown of federal funds when state match funds are reinstated.

These rules are intended to implement Iowa Code chapter 27A.
[ARC 4141C, IAB 11/21/18, effective 12/26/18]

[Filed ARC 4141C (Notice ARC 4008C, IAB 9/26/18), IAB 11/21/18, effective 12/26/18]

Midwest Alarm Services Basic Agreement

	Des Moines 720 E 2nd St, Des Moines, IA 50309 Ph (515)288.4000 midwestalarmservices.com	
	CUSTOMER Billing Name: Story County Administration Building	Contact Name: Story County Facilities Management
	CUSTOMER Billing Address: 900 6th St. CUSTOMER Billing City, State, Zip: Nevada, IA 50201	Phone Number: (515)382-7400 Email Address: fmworkorders@storycountyiowa.gov

EQUIPMENT AND/OR SERVICES PROVIDED

This Agreement relates to the following Equipment to be MIDWEST Owned or CUSTOMER Owned:	This Agreement relates to the following Services to be provided (P) or not provided (NP):																																																																
<table style="width: 100%; border-collapse: collapse;"> <tr><td>Burglary</td><td>Not Provided</td></tr> <tr><td>Fire</td><td>CUSTOMER Owned</td></tr> <tr><td>Access</td><td>Not Provided</td></tr> <tr><td>Elevator</td><td>Not Provided</td></tr> <tr><td>CCTV</td><td>Not Provided</td></tr> <tr><td>Radio</td><td>Not Provided</td></tr> <tr><td>Area of Refuge</td><td>Not Provided</td></tr> <tr><td>Videofied</td><td>Not Provided</td></tr> <tr><td>Medical</td><td>Not Provided</td></tr> <tr><td>Other</td><td>Not Provided</td></tr> </table>	Burglary	Not Provided	Fire	CUSTOMER Owned	Access	Not Provided	Elevator	Not Provided	CCTV	Not Provided	Radio	Not Provided	Area of Refuge	Not Provided	Videofied	Not Provided	Medical	Not Provided	Other	Not Provided	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Monitoring</td><td>NP</td><td>Total Connect</td><td>NP</td></tr> <tr><td>Area of Refuge</td><td>NP</td><td>Supervisory</td><td>NP</td></tr> <tr><td>Activity Reports</td><td>NP</td><td>Carbon Monoxide</td><td>NP</td></tr> <tr><td>CCTV Service Agreement</td><td>NP</td><td>Fire Alarm Inspection</td><td>NP</td></tr> <tr><td>Access Control Service Agreement</td><td>NP</td><td>Extinguisher Inspection</td><td>NP</td></tr> <tr><td>Burglar Alarm Service Agreement</td><td>NP</td><td>Sensitivity Inspection</td><td>NP</td></tr> <tr><td>Fire Alarm Service Agreement</td><td>NP</td><td>Range Hood Inspection</td><td>NP</td></tr> <tr><td>Nurse Call Service Agreement</td><td>NP</td><td>Automatic Sprinkler Inspection</td><td>NP</td></tr> <tr><td>Alarm Response Officer</td><td>NP</td><td>Drop Door/Fire Curtain Inspection</td><td>NP</td></tr> <tr><td>Central Station Online</td><td>P</td><td>Cellular Futureproof</td><td>NP</td></tr> <tr><td>Detector Cleaning</td><td>P</td><td>Other</td><td>NP</td></tr> </table>	Monitoring	NP	Total Connect	NP	Area of Refuge	NP	Supervisory	NP	Activity Reports	NP	Carbon Monoxide	NP	CCTV Service Agreement	NP	Fire Alarm Inspection	NP	Access Control Service Agreement	NP	Extinguisher Inspection	NP	Burglar Alarm Service Agreement	NP	Sensitivity Inspection	NP	Fire Alarm Service Agreement	NP	Range Hood Inspection	NP	Nurse Call Service Agreement	NP	Automatic Sprinkler Inspection	NP	Alarm Response Officer	NP	Drop Door/Fire Curtain Inspection	NP	Central Station Online	P	Cellular Futureproof	NP	Detector Cleaning	P	Other	NP
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SPECIAL INSTRUCTIONS:
 See addendum for pricing and services

** Free year of Monitoring for Administration Building and Human Services

** Do not charge for inspections on Animal Shelter until 2nd year.

** Price Lock of terms of agreement

This Agreement made this _____ day of _____, 20____ between **MIDWEST ALARM SERVICES INC.**, referred to as "MIDWEST", and _____, referred to as "CUSTOMER," provides as follows:

1. **MIDWEST** agrees to furnish and install the above defined Equipment and/or Services at the premises of **CUSTOMER** at _____
 see addendum
 Equipment and/or Services are also referred to herein individually or collectively as "System."
2. For the consideration mentioned, **CUSTOMER** shall pay \$ n/a, payable n/a upon acceptance of this Agreement, and the balance payable upon completion of the installation/purchase of the System. **MIDWEST** reserves the right to progressively bill based on a percentage of completion method computation for any installations that take longer than ninety (90) days. In addition, **CUSTOMER** shall also be subject to the terms in paragraph 6, if applicable.
3. **CUSTOMER** agrees to pay \$ see addendum Annually for the provided Services, payable in advance during the term of this Agreement.
4. Except as otherwise herein provided, the term of this Agreement shall be 36 Months from the date Service is operative under this Agreement ("initial term"). After the initial term, this Agreement shall automatically renew for successive one-month terms, unless terminated by either party with thirty (30) days written notice. **MIDWEST** may terminate this Agreement for any reason upon ten (10) days' notice to **CUSTOMER**.

5. The CUSTOMER hereby agrees that MIDWEST shall have the right to modify the charges at any time or times after the expiration of twelve (12) months from the date of Agreement. If the CUSTOMER is unwilling to pay any such modified charges and notifies MIDWEST in writing within thirty (30) days after the effective date of such modified charges, MIDWEST may, at its sole option, terminate this Agreement as if the term had expired or, in the alternative, will continue the prior charges and will allow this Agreement to remain in full force and effect without further notice. Failure to notify MIDWEST in writing within thirty (30) days after the effective date of the modified charges will constitute CUSTOMER'S acceptance of such modified charges.
6. CUSTOMER shall be responsible for and pay to MIDWEST any sales, excise, use, value added or other taxes which may be imposed upon MIDWEST or the CUSTOMER because of the existence of this Agreement and/or the carrying out of any of the provisions hereof. In addition, CUSTOMER shall pay any village or municipal permit or license fees, as well as any false alarm assessments, imposed by any governmental body.
7. When this Agreement refers to Inspection/Testing, listed Equipment will be inspected/tested/cleaned during normal business hours only (8am – 5pm Monday - Friday) unless specifically stated otherwise under Services provided area.
8. When this Agreement includes a Service package for normal wear and tear, (including all parts, with associated labor, except batteries), Services will be performed without charge. An additional charge shall be made for any Services necessitated by causes other than normal wear and tear in accordance with the standard charges of MIDWEST.
9. When this Agreement includes cellular communicator futureproof protection, MIDWEST will replace the cellular communicator as technology changes at no costs to CUSTOMER.
10. CUSTOMER authorizes MIDWEST to perform installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. The charges referenced in paragraph 2 above are based on MIDWEST performing installation with its own personnel or contractors of its choosing. If, for any reason, installation must be performed by other contractors, charges shall be revised accordingly. If any inspection bureau, any other agency having jurisdiction, or the CUSTOMER shall require or make necessary any changes in the System installation, such changes must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. MIDWEST is authorized to make any preparation appropriate for installation of the System, including but not limited to, drilling holes or making attachments.
11. When this Agreement includes the use of a "digital communicator" for transmitting signals to a monitoring center, the CUSTOMER understands that a digital communicator uses standard telephone lines for sending signals, and further that the monitoring center will not receive signals when the transmission mode is cut, interfered with, or becomes otherwise damaged or non-operational. All charges made by any company for installation, line charges, telephone calls and service charges for telephone lines and/or accessories to transmit signals between CUSTOMER'S premises and any monitoring facility shall be paid by CUSTOMER. MIDWEST shall not be obligated to perform monitoring Services hereunder during any time when telephone lines or telephone equipment are not properly operating. Voice over Internet Protocol (VoIP) technology will affect the connection via the telephone line at CUSTOMER's premises to the monitoring center. If CUSTOMER chooses VoIP technology, CUSTOMER must notify MIDWEST of this choice to assure connectivity to the monitoring center. This may require an upgrade of the System that is not covered under any MIDWEST Service Agreement. MIDWEST recommends an alternate method of communication such as radio backup be added to the System.
12. If CUSTOMER fails to pay any amount under this Agreement by the date which such amount is due, then MIDWEST shall be entitled to retain all prepayments received and CUSTOMER shall immediately pay to MIDWEST (a) all payments then due and payable, (b) all charges of labor, material and equipment incurred by MIDWEST due to such failure to pay based on a time and material basis at MIDWEST'S then prevailing charges, and (c) ninety percent (90%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. MIDWEST shall have no further obligation to perform under this Agreement if CUSTOMER fails to pay any amount under this Agreement by the date which such amount is due, it being understood and agreed that: 1) the parties intended to agree in advance to the settlement of damages that might arise from the breach; 2) the amount of liquidated damages is reasonable at the time of contracting, bearing some relation to the damages which might sustained; and 3) actual damages would be uncertain in amount and difficult to prove. In addition, if any suit or alternative dispute resolution proceeding is instituted and MIDWEST is the substantially prevailing party by judgment, award, finding or settlement, CUSTOMER shall pay directly or reimburse MIDWEST for all of MIDWEST'S costs and expenses including, without limitation, consultants' and professionals' fees and costs including, without limitation, reasonable attorneys' fees and costs. Upon nonpayment of any sums due MIDWEST under this Agreement, MIDWEST reserves the right to remove or abandon all or any part of the System, wiring and apparatus from CUSTOMER'S premises upon written notice to CUSTOMER. In the event MIDWEST exercises its right of removal under this paragraph, it shall not be liable for any damages resulting from the removal. In all Systems, MIDWEST

retains ownership of the communications chip and accordingly may remove said chip when Service is terminated. For panels not containing chips, MIDWEST reserves the right to reprogram the panel not to call MIDWEST'S monitoring center if Service is terminated.

13. MIDWEST hereby warrants to CUSTOMER that the System is installed in a good and workmanlike manner. In the event that any part of the System, except for batteries, shall become defective within one (1) year from the date of the original installation, or for a term equal to that provided by the original Equipment manufacturer, whichever is less, MIDWEST shall replace or repair the defective part without charge. This warranty is not assignable. Neither MIDWEST nor its directors, officers, shareholders, partners or employees (collectively "representatives") make any express warranties as to any matter whatsoever including, without limitation, the condition of the Equipment, its merchantability, or its fitness for any particular purpose; all other warranties are specifically excluded. This warranty does not cover any damage to the System and/or Equipment caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than MIDWEST, or any other cause other than normal wear and tear. MIDWEST shall not be liable for any general, direct, special, exemplary, punitive, statutory, multiple, incidental or consequential damages. CUSTOMER acknowledges: that any affirmation of fact or promise made by MIDWEST shall not be deemed to create an express warranty; that MIDWEST does not make any representation or warranty, including any implied warranty of merchantability or fitness that the System may not be comprised, circumvented, or that the System will in all cases provide the signaling, monitoring and response for which it was intended; that there are no express warranties which extend beyond those contained in this Agreement, and that all implied warranties, if any, coincide with the duration of this warranty.
14. CUSTOMER understands and agrees as follows: (i) MIDWEST, its representatives, successors, assigns, suppliers and/or the manufacturers of the products used by MIDWEST (collectively "MIDWEST/SUPPLIERS") are not insurers; (ii) it is the specific intent of CUSTOMER and MIDWEST/SUPPLIERS that insurance covering all loss, damage and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement, shall be obtained and continuously maintained by the CUSTOMER; (iii) it is the specific intent of CUSTOMER and MIDWEST/SUPPLIERS that recovery for all such loss, damage and expense shall be limited to any such insurance coverage only; (iv) it is the specific intent of CUSTOMER and MIDWEST/SUPPLIERS that MIDWEST/SUPPLIERS are released from any and all liability for all such loss, damage and expense; **(v) MIDWEST/SUPPLIERS, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;** (vi) MIDWEST/SUPPLIERS are released from all loss, damage or expense which may occur prior to, contemporaneously with, or subsequent to the execution of this Agreement due to the improper operation or non-operation of the System (including, without limitation, the communications Equipment or Service necessary to transmit to or receive any data at the monitoring center) or the response time of third party emergency personnel; and (vii) should there arise any liability on the part of MIDWEST/SUPPLIERS for economic losses, personal injury, including death, or property damage (real or personal) which is in connection with, arises out of or from, results from, is related to or is a consequence of the active or passive sole, joint or several negligence of any kind or degree of MIDWEST/SUPPLIERS, including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to the execution of this Agreement, or breach of this Agreement, or any claim brought in product or strict liability, subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of three hundred fifty dollars (\$350.00) collectively for MIDWEST/SUPPLIERS, and this liability shall be exclusive.
15. CUSTOMER agrees to indemnify, defend and hold harmless MIDWEST/SUPPLIERS, from any loss, cost or expense, including attorneys' fees and court costs, on account of any claim for economic losses, personal injury, including death, or property damage (real or personal) by any person not a party to this Agreement arising out of or in connection with the operation or nonoperation of the System whether these claims be based upon alleged intentional conduct, negligence, or product liability on the part of MIDWEST/SUPPLIERS. The obligation to indemnify under this Agreement shall survive the termination of this Agreement.
16. CUSTOMER hereby releases MIDWEST/SUPPLIERS for all losses, damages and expenses (i) covered by CUSTOMER'S insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by CUSTOMER'S insurance, and (iv) due to under-insurance. As an inducement to MIDWEST to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER'S insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right to subrogation against MIDWEST/SUPPLIERS.

17. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of Iowa without giving effect to any other state's choice of law rules. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in Davenport, Iowa. Each party hereby waives any right to trial by jury in any Suit brought by either party. All claims, actions, or proceedings, legal or equitable, against MIDWEST/SUPPLIERS must be commenced within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action, or proceeding is barred. In any suit, arbitration, or action commenced by MIDWEST against CUSTOMER, CUSTOMER shall not be permitted to interpose any counterclaim. CUSTOMER waives the right to bring any class action against MIDWEST/SUPPLIERS.
18. MIDWEST's invoices are payable by the CUSTOMER to MIDWEST upon presentation to the CUSTOMER, without deduction or offset of any kind or nature whatsoever. CUSTOMER agrees to pay MIDWEST interest at one and one-half percent per month, or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty (30) days of invoice date.
19. This instrument contains the entire Agreement between CUSTOMER and MIDWEST with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
20. This Agreement is not assignable by CUSTOMER except upon the written consent of MIDWEST, which shall be in MIDWEST'S sole and absolute discretion. This Agreement or any portion thereof is assignable by MIDWEST in its sole and absolute discretion.
21. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.
22. Additional charges shall apply if an alarm response officer discovers an authorized individual present who did not call to cancel the alarm properly.
23. Any electronic manipulation of this Agreement without written consent of MIDWEST voids this Agreement.
24. Calls with MIDWEST representatives may be recorded for quality assurance.

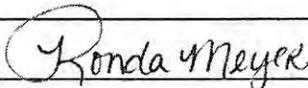
CUSTOMER ACCEPTANCE

In signing this Agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions which are an integral part of this Agreement.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

Signed:  Chair, Bd of Sups 6-9-2020
SIGNATURE TITLE DATE

By _____, MIDWEST Agent

Approved , Authorized Representative of MIDWEST

System installed and operative this _____ day of _____, 20_____.

Amendment #1 to Midwest Alarm Services Basic Agreement

By and between Midwest Alarm Services and

Story County Administration Building

This Amendment 1 (the "Amendment"), executed as of the date last signed below by and between Midwest Alarm Services ("MIDWEST") and Story County Administration Building ("CUSTOMER").

WHEREAS, the Parties have entered into Midwest Alarm Services Basic Agreement ("Agreement") with an original start date of July 1, 2020.

WHEREAS, the Parties now desire to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the promises, and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. The following section of Paragraph 14 is hereby deleted in its entirety:
such liability shall be limited to the maximum sum of three hundred fifty dollars (\$350.00) collectively for MIDWEST/SUPPLIERS, and this liability shall be exclusive.
And replaced with
such liability shall be limited to the payments made under this Agreement collectively for MIDWEST/SUPPLIERS, and this liability shall be exclusive.
2. The following section of Paragraph 17 will be deleted in its entirety:
In any suit, arbitration, or action commenced by MIDWEST against CUSTOMER, CUSTOMER shall not be permitted to interpose any counterclaim.

CUSTOMER



Authorized Signature

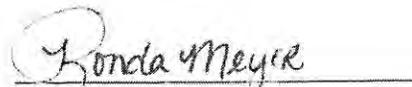
LINDA MURKEN

Printed Name

6/9/2020

Date

MIDWEST



Authorized Signature

Ronda Meyer

Printed Name

6/4/20

Date

Your Items

[Redacted] **\$90.90**

.COM Domain Registration 1st year \$0.99

10 Years 2+ years \$9.99

Renews at \$17.99/yr 49% off

Just a reminder **Domain privacy**

Your information will be public ⓘ \$9.99/yr per domain

~~\$9.99~~ Add

[Redacted] **\$99.90**

.COM Domain Registration 1st year \$0.99

10 Years 2+ years \$10.99

Renews at \$17.99/yr 44% off

Just a reminder **Domain privacy**

Your information will be public ⓘ \$9.99/yr per domain

~~\$9.99~~ Add

[Redacted] **\$99.90**

.COM Domain Registration 1st year \$0.99

10 Years 2+ years \$10.99

Renews at \$17.99/yr 44% off

Just a reminder **Domain privacy**

Your information will be public ⓘ \$9.99/yr per domain

~~\$9.99~~ Add

APPROVED **DENIED**

Board Member Initials: RM

Meeting Date: 6-9-2020

Follow-up action: _____

[View offer disclaimers](#)

Subtotal (USD) **\$290 70**



Story County Commission of Veterans Affairs
Brett D. McLain, Director
Story County Human Services Center
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010

Ph. 515-956-2626 Fax 515-956-2627
www.storycountyIowa.Gov
veteransaffairs@storycountyIowa.Gov

APPROVED
DENIED
Board Member Initials: BM
Meeting Date: 6-9-2020
Follow-up action: _____

6/4/2020

To: Story County Board of Supervisors,

From: Brett McLain, Director Story County Veterans Affairs

Subject: COVID-19 Temporary Policy extension to July 1, 2020

Last month the Board of Supervisors approved extension of this policy with an expiration date of June 1, 2020.

Due to Story County Offices remaining closed to the public in response to the COVID-19 pandemic, I would like to ask for an expiration date of July 1, 2020 for this temporary policy.

Below are eligibility modifications for consideration.

1. This temporary policy will expire on July 1, 2020.
2. This temporary policy is for one time assistance only.
3. This temporary policy only applies to Story County VA Benefits programs. It does not change or modify any of the federal or state benefit application standards.
 - Accept applicant's typed signature on the VA application and other VA Assistance forms with the applicant verifying who they are via email and the desire for their request/application to be processed.
 - No doctor's verification of ability/inability to work one time per applicant.
 - No job search requirement one time per applicant.
 - Verbal verification from Iowa DHS Food Assistance program.

Sincerely,

Brett McLain

Applicant License Application ()

Name of Applicant: <u>Raspberry Hill Management Co</u>		
Name of Business (DBA): <u>Raspberry Hill Bed and Breakfast</u>		
Address of Premises: <u>5500 240th</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50014</u>
Business	<u>(515) 520-7881</u>	
Mailing	<u>5500 240th</u>	
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50014</u>

Contact Person

Name <u>Brad Perkins</u>
Phone: <u>(515) 210-9099</u> Email <u>bperkins@bradperkinspe.com</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 12 months

Effective Date: 06/01/2020

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Class C Native Wine Permit (On-Premise)

Outdoor Service

Sunday Sales

APPROVED **DENIED**
Board Member Initials: MP
Meeting Date: 6-9-2020
Follow-up action: _____

Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Gina Perkins

First Name: Gina **Last Name:** Perkins
City: Ames **State:** Iowa **Zip:** 50014
Position: Owner
% of Ownership: 51.00% **U.S. Citizen:** Yes

Bradley Perkins

First Name: Bradley **Last Name:** Perkins
City: Ames **State:** Iowa **Zip:** 50014
Position: Owner
% of Ownership: 49.00% **U.S. Citizen:** Yes

Insurance Company Information



Story County Community Services

Karla Webb, Director

Story County Human Services Center
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010

Ph. 515-663-2930 Fax 515-663-2940

www.storycountyiowa.gov

communityservices@storycountyiowa.gov

To: Story County Board of Supervisors

From: Karla Webb, Community Services Director and Sandra King, Director of External Operations and County Services

Date: 6/2/20

Subject: Mary Greeley Medical Center lease renewal for 124 S. Hazel Ave., Ames, IA 50010

Story County's current lease with Mary Greeley Medical Center for 124 S. Hazel Ave., Ames, IA 50010 where crisis stabilization-transitional living center (CS-TLC) services are provided expires 6/30/20. The ability to provide the CS-TLC services at the current location was developed through a partnership with Story County Board of Supervisors, Mary Greeley Medical Center and CICS. Story County provided funding for a portion of the remodel costs and leased the space to MGMC for \$1.00/year for the initial term of the lease from 7/1/18-6/30/20. CICS provided funding for remodel and program start-up costs and MGMC provided funding for start-up costs.

Mary Greeley Medical Center began providing TLC services in October 2018 and CS services in January 2019 with six beds for TLC and two beds for CS. Average program census is 5 to 6 TLC clients/day and 1-3 CS clients/month. TLC and CS services are currently funded by mental health and disability (MHDS) service funds with Medicaid funding also available for CS services. Upon review of financial information provided by MGMC the CS-TLC program is breaking about even without factoring indirect costs in.

For FY21 CICS Administrative team has proposed a contract to MGMC for funding of up to six TLC beds per day with intent to review this level of funding prior to 12/30/20 after further assessment, development and/or expansion of Medicaid funded services.

The renewal lease before the BOS for consideration is a \$1.00 lease for a six month renewal period of 7/1/20-12/31/20. This aligns with the proposed FY21 CICS service's contract to MGMC and offers additional time for program financial stability and consideration.

As the Board of Supervisors considers the lease renewal some additional historical information can be shared regarding partnerships that occurred between CICS member counties, CICS and MHDS providers. Warren County partnered with CICS and a MHDS provider to remodel space for outpatient services in a county owned building, the county is not charging rent for 10 years. In Poweshiek County on another project of remodel space for outpatient services in a county owned building, the county is not charging rent for five years.

Thank you for your consideration.

LEASE - BUSINESS PROPERTY - SHORT FORM
THE IOWA STATE BAR ASSOCIATION
Official Form No. 165
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Ethan P. Anderson, 1315 South B. Ave., Nevada, IA 50201, Phone: (515) 232-4185

Return Document To: (name and complete address)

1315 South B. Ave
Nevada, Iowa 50201

Grantors:

Mary Greeley Medical Center

Grantees:

Story County, Iowa

Legal Description: See Page 2

Pages: Nine (9) including this page

Official Board Action date: __/ __/ __

Reference Number: _____

BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this ___ day of _____, 2020, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Mary Greeley Medical Center, ("Tenant"), whose address for the purpose of this lease is 1111 Duff Avenue, Ames, Iowa, 50010.

The parties agree as follows.

1. PREMISES AND TERM.

Landlord leases to Tenant the following real estate, situated in Story County, Iowa described as a building property owned by Story County, Iowa and situated in Story County Iowa:

(a) The building located at 124 S. Hazel Avenue, Ames, Iowa 50010.

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2020, and ending on the 31st day of December, 2020 upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one (1) year terms either by signing a new lease or by signing an addendum (subject to the conditions in section two (2)). This lease shall not automatically renew.

2. RENT.

Tenant agrees to pay Landlord as rent **\$1.00 per term** for the property in a single unapportioned lump sum payment, on or before the 1st day of July, 2020. Rent for any partial month shall be prorated as additional rent. Rent beyond the initial term of this lease will be negotiated at the current fair market rate. All rent payments are to be made payable to Story County Iowa, 900 6th Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6th Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at **5%** per annum.

3. SECURITY DEPOSIT.

No security deposit for the property is required by the Landlord.

4. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

5. USE.

It is the understanding of the parties that the intended use of the property is for Mary Greeley Medical Center's crisis stabilization and transitional living services. Mary Greeley Medical Center shall use the premises only for this business purpose.

6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

Landlord responsibilities:

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 4:00 p.m. to 12:30 a.m. Monday through Friday.(CHECKING W/ FACILITIES ON THIS. MAY JUST CONTINUE QUARTERLY INSPECTIONS)** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.

Tenant responsibilities:

- (b) Tenant accepts the premises as is, except as herein provided.
- (c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, **INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.**

- (d) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
 - (e) Tenant shall contact the Landlord immediately upon notice of any of the following:
 - (1) for any ceiling water leak, service water or plumbing leak;
 - (2) for loss of electricity;
 - (3) for loss of heat or air conditioning;
 - (4) broken glass including building light fixtures;
 - (5) doors/windows that do not open/close or lock.
 - (f) Tenant shall maintain all outside public areas, lawns, sidewalks, driveways, and parking areas including snow removal.
-

The following 24 hour emergency number shall be used and kept available for Mary Greeley Medical Center personnel at the building:

Facilities Management Emergency Number

(515)460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (in red, above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: FMWorkOrders@storycountyowa.gov.

7. MECHANICS' LIENS AND NOTICE TO SOLICITORS.

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic' liens against public property are barred by Iowa Code Section 626.109. Tenant shall not perform any improvement/work to the four properties or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises. Should Tenant be approached by solicitors, Tenant is to immediately notify Landlord and inform solicitors that only Landlord may authorize and perform improvements.

8. UTILITIES AND SERVICES.

Tenant shall pay for the following listed utilities: water, electric, gas, sewer and trash services. The listed utilities will be in the Tenant's name. Landlord shall not be liable for damages for failure to perform as herein provided arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

9. SURRENDER.

Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease without a written lease or written amendment along with the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease. The landlord may refuse to accept month-to-month payment beyond the lease term without a signed written amendment or new signed lease.

10. ASSIGNMENT AND SUBLETTING.

No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

11. INSURANCE.

Landlord and Tenant agree to the following.

- (a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- (b) **Liability insurance.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$5,000,000.00 annual aggregate. This policy shall include an endorsement listing Story County Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

12. LIABILITY FOR DAMAGE.

Each party shall be liable to the other for all damage caused to the other's property due to the negligence, reckless or intentionally acts caused by that party

(or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. INDEMNITY.

Except for negligence of Landlord or Landlord's agents, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the four premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. DAMAGE.

In the event of damage to the premises so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by written notice of one party to the other and delivered registered or certified mail to the designated address found in paragraph 17 of this agreement. Thirty (30) days after such notice, the parties shall be released from all obligations under this agreement for the remainder of the lease term. This paragraph is not intended as, and does not operate as, a release for any delinquent rent owing by Tenant or liability for damages owing to either Tenant or Landlord occurring before the notice.

15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

Landlord and Tenant agree to the following.

Events constituting default by tenant:

Each of the following shall constitute an event of default by Tenant.

- (a) Failure to pay rent when due;
- (b) Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease;
- (c) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; and
- (d) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the

interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

Notice of default:

Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, (including rent) that cannot be remedied in ten (10) days by diligent efforts, the Tenant shall propose an additional period of time (in writing) in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any one year (365 day) lease period.

Remedies:

In the event Tenant has not remedied a default as required by this agreement and assuming proper notice has been given, Landlord may proceed with all available remedies at law or in equity, including but not limited to termination of the lease. In the event of termination of this lease, Landlord shall be entitled to pursue all legal means available to recover possession of the premises. Landlord shall also be entitled to pursue and obtain money judgment against Tenant for the balance of rent agreed to be paid for the lease term, for any damages to the premises plus all expenses of landlord in enforcing these remedies and reletting the premises, including reasonable attorney's fees and court costs.

16. RIGHT TO ADVERTISE.

Landlord, during the last 90 days of this lease, unless the parties to this lease have agreed to renew the lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" signs. Tenant will permit prospective tenants or buyers to enter and examine the premises.

17. LEGAL NOTICES AND DEMANDS.

All legal or other notices and demands required by this agreement to be in writing shall be delivered to the parties hereto at the addresses designated in this paragraph unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under

the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. The address of Landlord is:

Story County Iowa, 900 6th Street, Nevada, IA 50201

The address of the Tenant is:

Mary Greeley Medical Center, 1111 Duff Avenue, Ames, Iowa 50010

18. PROVISIONS BINDING.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

19. CERTIFICATION.

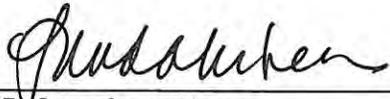
Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

20. CONTENTS

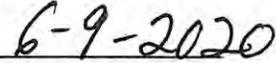
Landlord will leave contents on the premises. Contents are defined as "chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, beds, dressers, etc." All contents are left on the premises at the discretion of the Landlord. Landlord retains ownership of all contents and contents shall not be removed from the buildings without express permission from the Landlord. Landlord may remove contents at any time subject to its discretion. At the end of the lease, all contents return to the Landlord. Contents shall remain in good condition with normal wear and tear. Tenant shall execute an inventory sheet with Landlord specifying the contents that are left on the premises and Tenant agrees to return all contents to Landlord at the expiration of the lease agreement.

21. ADDITIONAL PROVISIONS.

The basement of 124 S. Hazel, Ames, Iowa 50010 will be retained and used by landlord Story County, Iowa. Access at all times to the basement area will be granted to Story County, Iowa. Access to the residential care facility will be granted to landlord at all times without prior approval by tenant. Landlord will notify tenant when it plans to access the residential care facilities when prior notice is practical.



LANDLORD, Story County Iowa
Authorized signature
Linda Murken, Chair, Story County Board of Supervisors



Date

TENANT, Mary Greeley Medical Center
Brian Deiter, President

Date

Facilities Management Emergency Contact Information

EMERGENCY NUMBER ONLY:

(515)460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (in red, above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: FMWorkOrders@storycountyowa.gov.

-Thank You-
Story County Facilities Management

This sign is to reproduced and displayed by Tenant in a prominent location during the lease term.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Amelia Schoeneman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

Please return to:
Planning & Development

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 20-101**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Nancy Fausch, 52711 310th Street, Kelley, Iowa, 50134, involving real estate located south of 310th Street in Section 21 of Palestine Township. Identified as Parcel #13-21-100-205, #13-21-100-400, #13-21-200-100, and #13-21-200-300 and hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, the Fausch Family Partnership, 52711 310th Street, Kelley, Iowa, 50134, is the legal titleholder of said real estate, and

WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, Code of Iowa, and as prescribed by the Story County C2C Plan and the Code of Ordinances, of Story County, Iowa, have been complied with and met,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the Agricultural Subdivision Plat of the Fausch Family Agricultural Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A and shown on Attachment B shall hereinafter be known as the Fausch Family Agricultural Subdivision.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 20-101 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 9 day of June, 2020.

Mudawake
Chairperson, Board of Supervisors

Attest:

[Signature]
County Auditor

ROLL CALL
FOR ALLOWANCE
Lauris Olson Yea Nay Absent
Lisa Heddens Yea Nay Absent
Linda Murken Yea Nay Absent

ALLOWED BY VOTE
OF BOARD
Yea 3 Nay 0 Absent 0

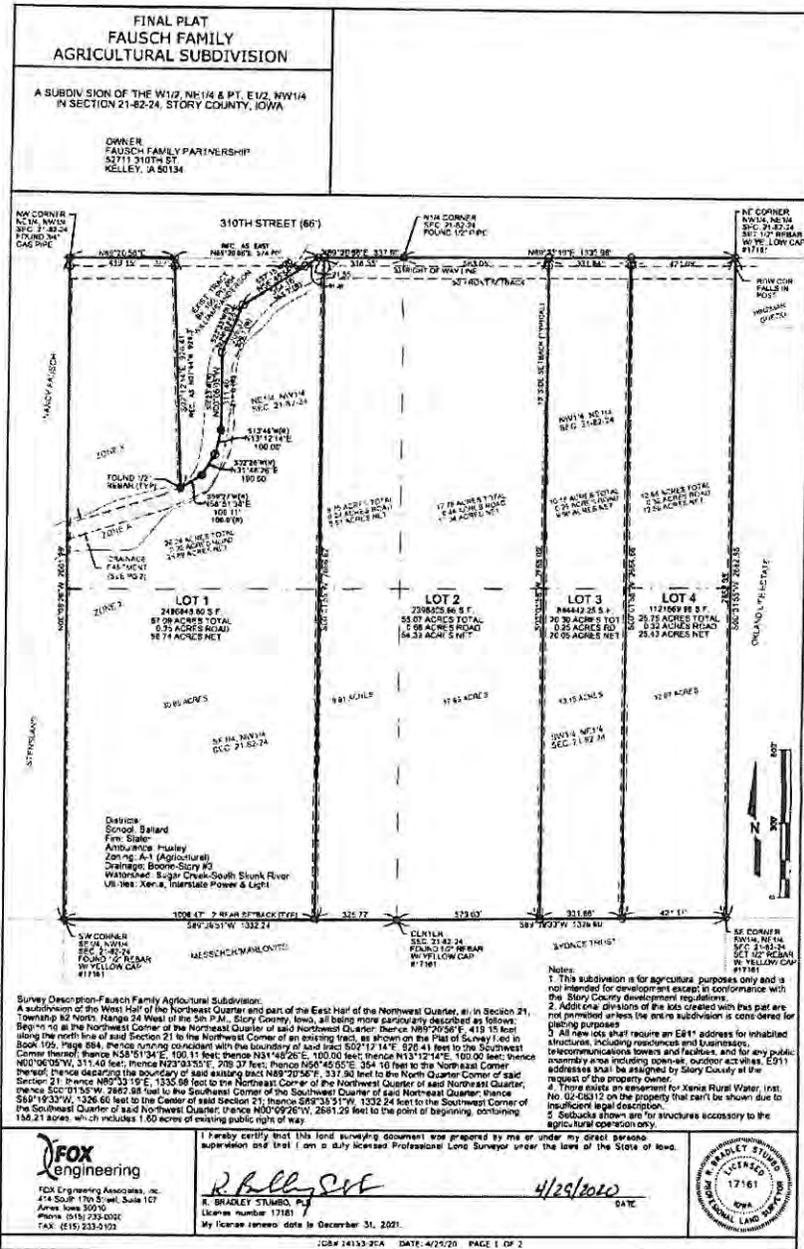
Mudawake
CHAIRPERSON
Above tabulation made by [Signature]

ATTACHMENT A

Survey Description-Fausch Family Agricultural Subdivision:

A subdivision of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter, all in Section 21, Township 82 North Range 24 West of the 5th P.M., Story County, Iowa, all being more particularly described as follows: Beginning at the Northwest Corner of the Northeast Quarter of said Northwest Quarter; thence N89°20'56"E, 419.15 feet along the north line of said Section 21 to the Northwest Corner of an existing tract, as shown on the Plat of Survey filed in Book 105 Page 664; thence running coincident with the boundary of said tract S02°12'14"E, 926.41 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'26"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°06'05"W 311.40 feet; thence N23°03'55"E 209.37 feet; thence N56°45'55"E, 354.16 feet to the Northeast Corner thereof; thence departing the boundary of said existing tract N89°20'56"E, 337.90 feet to the North Quarter Corner of said Section 21; thence N89°33'19"E, 1335.98 feet to the Northeast Corner of the Northwest Quarter of said Northeast Quarter; thence S00°01'55"W, 2662.98 feet to the Southeast Corner of the Southwest Quarter of said Northeast Quarter; thence S89°19'33"W, 1326.60 feet to the Center of said Section 21; thence S89°38'51"W, 1332.24 feet to the southwest Corner of the Southeast Quarter of said Northwest Quarter; thence N00°09'26"W, 2661.29 feet to the point of beginning, containing 158.21 acres, which includes 1.60 acres of existing public right of way.

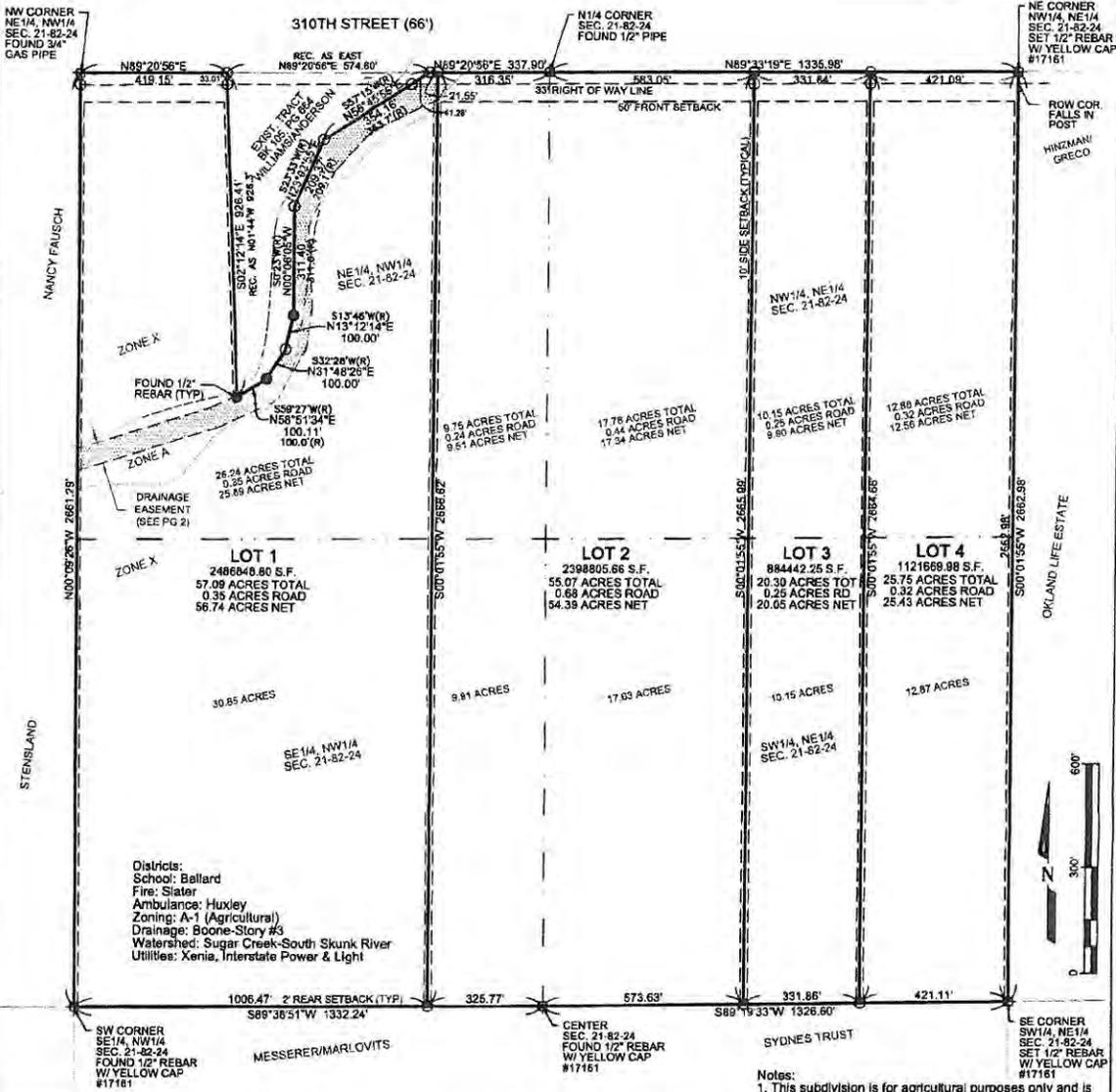
ATTACHMENT B



**FINAL PLAT
FAUSCH FAMILY
AGRICULTURAL SUBDIVISION**

A SUBDIVISION OF THE W1/2, NE1/4 & PT. E1/2, NW1/4
IN SECTION 21-82-24, STORY COUNTY, IOWA

OWNER:
FAUSCH FAMILY PARTNERSHIP
52711 310TH ST.
KELLEY, IA 50134



Districts:
School: Ballard
Fire: Slater
Ambulance: Huxley
Zoning: A-1 (Agricultural)
Drainage: Boone-Story #3
Watershed: Sugar Creek-South Skunk River
Utilities: Xenia, Interstate Power & Light

- Notes:
1. This subdivision is for agricultural purposes only and is not intended for development except in conformance with the Story County development regulations.
 2. Additional divisions of the lots created with this plat are not permitted unless the entire subdivision is considered for platting purposes.
 3. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.
 4. There exists an easement for Xenia Rural Water, Inst. No. 02-08312 on the property that can't be shown due to insufficient legal description.
 5. Setbacks shown are for structures accessory to the agricultural operation only.

Survey Description-Fausch Family Agricultural Subdivision:
A subdivision of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter, all in Section 21, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, all being more particularly described as follows:
Beginning at the Northwest Corner of the Northeast Quarter of said Northwest Quarter; thence N89°20'56"E, 419.15 feet along the north line of said Section 21 to the Northwest Corner of an existing tract, as shown on the Plat of Survey filed in Book 105, Page 664; thence running coincident with the boundary of said tract S02°12'14"E, 926.41 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'29"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°06'05"W, 311.40 feet; thence N23°03'05"E, 209.37 feet; thence N56°45'55"E, 354.16 feet to the Northeast Corner thereof; thence departing the boundary of said existing tract N89°20'56"E, 337.90 feet to the North Quarter Corner of said Section 21; thence N89°33'19"E, 1335.98 feet to the Northeast Corner of the Northwest Quarter of said Northeast Quarter; thence S00°01'55"W, 2662.98 feet to the Southeast Corner of the Southwest Quarter of said Northeast Quarter; thence S89°19'33"W, 1326.60 feet to the Center of said Section 21; thence S89°38'51"W, 1332.24 feet to the Southwest Corner of the Southeast Quarter of said Northwest Quarter; thence N00°09'26"W, 2661.29 feet to the point of beginning, containing 158.21 acres, which includes 1.80 acres of existing public right of way.



FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

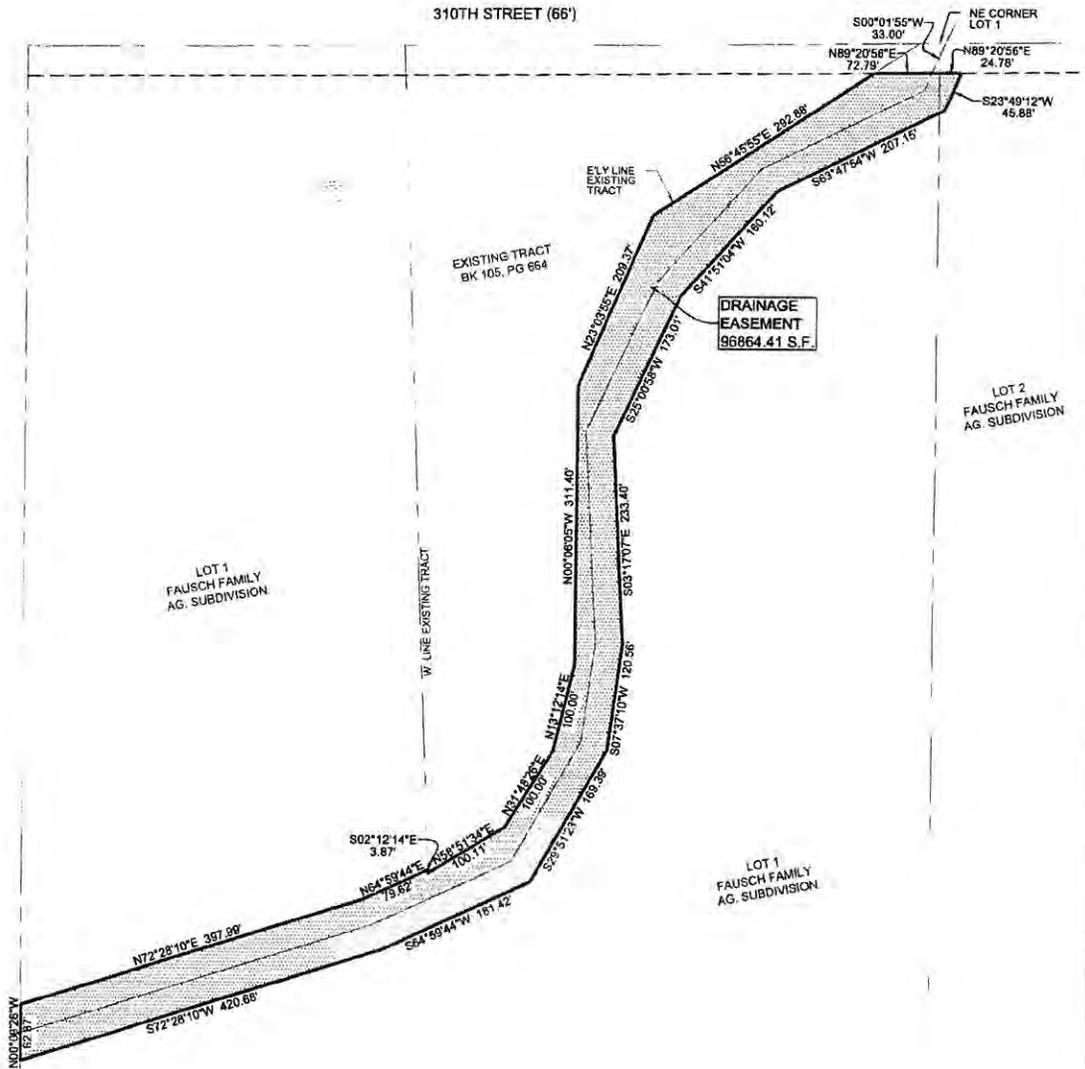
I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo
R. BRADLEY STUMBO, PLS
License number 17161
My license renewal date is December 31, 2021.

4/29/2020
DATE



FAUSCH FAMILY AGRICULTURAL SUBDIVISION DRAINAGE EASEMENT



Survey Description-Drainage Easement:
 A strip of variable width across Lots 1 and 2 in Fausch Family Agricultural Subdivision in the North Half of Section 21, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Northeast Corner of said Lot 1; thence S00°01'55"W, 33.00 feet along the east line of said Lot 1 to the south right of way line of 310th Street and the point of beginning; thence N89°20'56"E, 72.78 feet along said right of way line; thence S23°49'12"W, 45.88 feet; thence S63°47'54"W, 207.15 feet; thence S41°51'04"W, 160.12 feet; thence S25°00'58"W, 173.01 feet; thence S03°17'07"E, 233.40 feet; thence S07°37'10"W, 120.56 feet; thence S29°51'23"W, 169.39 feet; thence S64°59'44"W, 181.42 feet; thence S72°28'10"W, 420.68 feet to the west line of said Lot 1; thence N00°09'26"W, 62.87 feet along said line; thence N72°28'10"E, 397.99 feet; thence N64°59'44"E, 79.62 feet to the west line of an existing tract in the Northeast Quarter of the Northwest Quarter of said Section 21, as shown on the Plat of Survey filed in Book 105, Page 664; thence running coincident with the boundary of said existing tract S02°12'14"E, 3.87 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'28"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°06'05"W, 311.40 feet; thence N23°03'55"E, 209.37 feet; thence N56°45'55"E, 292.88 feet to the south right of way line of 310th Street; thence N89°20'56"E, 72.79 feet along said line to the point of beginning, containing 96864.41 s.f.

APPROVED DENIED

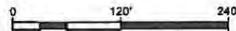
Board Member Initials: DM

Meeting Date: 6-9-2020

Follow-up action: _____



FOX Engineering Associates, Inc.
 414 South 17th Street, Suite 107
 Ames, Iowa 50010
 Phone: (515) 233-0000
 FAX: (515) 233-0103



Staff Report

Board of Supervisors

Date of Meeting:
June 9th, 2020

Case Number SUB03-20

Agricultural Subdivision
Fausch Family Agricultural Subdivision
Resolution No. 20-101

APPLICANT:

Nancy Fausch
52711 310th ST.
Kelley, Iowa, 50134

STAFF PROJECT MANAGER:

Amelia Schoeneman, Planner
Emily Rizvic, Planning Intern

SUMMARY:

An Agricultural Subdivision request for Parcel numbers #13-21-100-205, 13-21-100-400, 13-21-200-100, and 13-21-200-300 to adjust the boundary of four existing parcels and plat them as four lots, as follows, in order from west to east: proposed Lot 1, a 56.74 net-acre lot, proposed Lot 2, a 54.39 net-acre lot, proposed Lot 3, a 20.05 net-acre lot, and proposed Lot 4, a 25.43 net-acre lot. The lots are not for development purposes. The purpose is to partition land owned by a family farm partnership and the use of the property is not proposed to change. Planning and Development staff recommend approval of the proposed Agricultural Subdivision Plat.





Property Owner

Fausch Family Partnership

Parcel Identification Number(s)

13-21-100-205, 13-21-100-400,
13-21-200-100, 13-21-200-300

Size of Area

158.21 net-acres

Location of Subdivision

Palestine Township (Section 21, Township 82, Range 24)
South of 310th Street

Districts

A-1 Agricultural District
Huxley Ambulance and Slater Fire Department
Ballard School District
Interstate Power and Light and Xenia Rural Water
Sugar Creek --- South Skunk River Watersheds
Boone-Story #03 Drainage District

Description of Proposed Subdivision and Current Land Use

The application is to consider a request for an Agricultural Subdivision to adjust the boundary of four existing parcels and plat them as four lots. Three of the existing parcels are aliquot parts: the northwest of the northeast quarter, the southwest of the northeast quarter, and the southeast of the northwest quarter. The fourth parcel is located in the northeast of the northwest quarter and was previously divided in 1973 when the farmstead was separated from the farm ground on the parcel. The proposed reconfiguration of the parcel requires a subdivision plat as the southwest of the northeast quarter, and the southeast of the northwest quarter will be divided into three parcels by the proposed division.

All proposed lots are currently in row crop production, zoned A-1 Agricultural, and designated as Agricultural Conservation Areas in the Capstone (C2C) Comprehensive Plan Future Land Use Map. Agricultural Conservation Areas “encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity.” Principles for the designation include encouraging high-value agriculture lands to remain in production.

The lots are being reconfigured for the purpose of partitioning land owned by a family farm partnership. The current land use (row crop production) will not change after the division. The current operator will continue to farm the land. The ownership of the individual parcels will



change—members of the family farm partnership will own the individual lots. The lots created through an Agricultural Subdivision are not considered development lots (see Section 87.06). Planning and Development staff have communicated this with the property owner. A note has been added to the plat that the lots are not intended for development.

There are existing accesses from 310th street on proposed Lots 1 and 2. All lots will have frontage on 310th as a result of the subdivision. The County Engineer noted that Lots 3 and 4 may be required to share an access if new accesses are proposed. As the current land use will not change and the same operator will continue to farm the land, no new access are anticipated. An access easement is not required for non-development lots to share an access.

There is floodplain on proposed Lot 1 and Lot 2 along Ballard Creek. Approval of a floodplain development application and compliance with Story County's adopted floodplain management regulations would be required for any proposed development in the floodplain, including driveways and roads. This has been communicated with the applicant and no development on the property is proposed.

A stream easement over Ballard Creek was provided as part of the subdivision. As the farmstead divided from parcel 13-21-100-205 was done so along Ballard Creek, the easement applies to the half of the stream that is part of the subdivision only.

Applicant's Property and Current Surrounding Land Use

The property is located in Palestine Township. It is approximately 1.22 miles west of the City of Huxley and 1.88 miles northeast of the City of Slater. Adjacent properties include:

North

Four parcels: One 33.59 net-acre parcel in agricultural production. One 4.69 net-acre parcel containing a single-family dwelling. The parcel with the dwelling contains two greenhouses northeast of the dwelling and two accessory structures: one for poultry and one steel utility building. One 36.20 net-acre parcel, under common ownership with the subject property (Fausch Family Partnership), in agricultural production, and containing 10 accessory structures: two steel utility buildings, one dryer bin, one poultry building, one feed floor, 3 storage bins, one bulk tank and one stave silo. One 1.24 net-acre parcel with single-family dwelling. The parcel does not contain any accessory structures and is owned by the applicant.

Northeast

One 24.22 net-acre parcel in agricultural production.

East

Three parcels: one 35.64 net-acre parcel in agricultural production. One 3.37 net-acre parcel containing a single-family dwelling. The parcel contains two accessory use



structures: one dog shed and one horse shed. One 40 net-acre parcel in agricultural production.

Southeast

One 40 net-acre parcel in agricultural production.

South

Two 40 net-acre parcels in agricultural production.

Southwest

One 39 net-acre parcel in agricultural production.

West

Two parcels; One 39.02 net-acre parcel in agricultural production owned by the applicant. One 35.05 net-acre parcel in agricultural production.

Northwest

One 19.05 net-acre parcel in agricultural production.

There are 62 parcels located within a quarter mile of the property. They are all located in unincorporated Story County and zoned A-1 Agricultural. Eighteen contain single-family dwellings. Fifteen meet or exceed the minimum 35-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District.

Applicable Regulations – Story County Land Development Regulations

87.07 AGRICULTURAL SUBDIVISION PLAT

1. A subdivision may be submitted for review and approval as an agricultural subdivision plat when all of the following are true:
 - a. The lots created by the subdivision are intended to be used for agricultural purposes;
 - b. The subdivision contains no new development lots;
 - c. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use; and
 - d. The subdivision lies wholly within the A-1 or A-2 Districts. (Ordinance No. 184)
 - e. No Residential or Minor subdivisions have been approved for the tract(s) being divided after December 31, 2003. (Ordinance No. 160)

Commentary

The following comments are part of the official record of the proposed Agricultural Subdivision Plat – **Fausch Family Agricultural Subdivision, Case No. SUB03-20**. If necessary, conditions of approval may be formulated based on these comments.



Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team on April 23, 2020, and the following applicable comments were received from the County Engineer and Planning and Development staff:

1. If new accesses are proposed, a driveway permit will be required from the Story County Engineer. A sight distance of 500-feet and a 300-foot separation distance is required between drives. If these requirements are not met, an access easement may be used.
2. Lots 3 and 4 may be required to share an access.

Comments from the General Public

Notification letters were mailed to surrounding property owners within a ¼ mile of the subject property regarding the public meeting on the subdivision request on June 3, 2020.

No comments were received as of the writing of this report.

Comments from Cities within Two Miles

The City of Huxley approved the subdivision on May 26, 2020. The City of Slater took action waiving their right to review the subdivision on May 11, 2020.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Agricultural Subdivision Plat process to create four (4) lots for agricultural use.

1. The goal of the subdivision is to partition land owned by a family farm partnership. The configuration also provides all lots with frontage on 310th.
2. The subdivision meets all requirements and standards for an Agricultural Subdivision.
3. The lots will continue to be used for agricultural purposes and are not for future development unless in conformance with the Story County Land Development Regulations.
4. Additional divisions of the lots created with the agricultural subdivision are not permitted unless the entire subdivision is considered for platting purposes.
5. The existing access on proposed Lots 1 and 2 will continue to serve the subdivision.. Section 88.04 on access and access easement requirements apply only to development lots—the lots created through an Agricultural Subdivision are not considered development lots (see Section 87.06). A note has been added to the plat that the lots are not intended for development.
6. There is floodplain on proposed Lot 1 and Lot 2 along Ballard Creek. No development on the property is proposed.
7. A stream easement over Ballard Creek was provided as part of the subdivision.



There are three adjacent dwellings and 18 dwellings within a quarter mile. All other adjacent parcels and parcels within a quarter mile are in agricultural production.

Alternatives

Story County Planning & Development Staff recommend the approval of the Fausch Family Agricultural Subdivision, as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #20-101, the Agricultural Subdivision Plat – Fausch family Subdivision, as put forth in SUB03-20.**
2. The Story County Board of Supervisors approves Resolution #20-101, the Agricultural Subdivision Plat – Fausch Family Subdivision, with conditions, as put forth in SUB03-20.
3. The Story County Board of Supervisors denies Resolution #20-101, the Agricultural Subdivision Plat – Fausch Family Subdivision, as put forth in SUB03-20.
4. The Story County Board of Supervisors tables the decision on Resolution #20-101, the Agricultural Subdivision Plat – Fausch Family Subdivision, as put forth in SUB03-20 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisor's agenda.

Story County Planning and Development

900 6th Street Nevada, Iowa 50201
 (515) 382-7245 — pzweb@storycounty.iowa.gov — www.storycounty.iowa.gov

SUBDIVISIONS



1. Property Owner*

(Last Name) Fabusch Family Representative
 (First Name) _____
 (Address) 52711 Blom ST.
 (City) YELLEY (State) IA (Zip) 50134
 (Phone) (515) 681-4153 (Email) JUSTFABUSCH@LIVE.COM

2. Applicant (if different than owner)

(Last Name) Fabusch
 (First Name) Robert
 (Address) Same As owner
 (City) _____ (State) _____ (Zip) _____
 (Phone) _____ (Email) _____

3. Property Address

N/A Parcel ID Number(s) 15-21-100-205; 15-21-100-400; 13-21-200-100; 13-21-200-300

4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.
 *Acknowledgement of property owner is required and may occur via email or by signature of this application.

Property Owner Signature Mary J. Stuebel Date 3/15/20 Applicant Signature _____ Date _____

Subdivision

Proposed Name: Fabusch Family Representative Subdivisions Type: Right-of-way Plat

Vacation

Filing Fee/Type (required prior to processing):

Submittal Requirements:

- Residential Parcel Plat (\$175)
- Agricultural Plat (\$175)
- Minor Plat (\$275)**
- Major Plat—Preliminary (\$275)**
- Major Plat—Final (\$175)**
- **Conceptual Review required

- Attend conceptual review meeting
- Legal description that will be used on all required legal documents (submit as Word document)
- Proposed subdivision plat (submit as PDF)
- All required submittal requirements as outlined in Chapter 87 of the Story County Code of Ordinances (87.06(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major-Preliminary and 87.09(5) for Major-Final)

Submittal Requirements:

- Filing Fee (required prior to processing): \$175
- Legal description that will be used on all required legal documents (submit as Word document)
- Written description of requested items to be vacated
- See Chapter 87.10 for the valid processing

RECEIVED

MAR 23 2020

STORY CO. PLANNING & DEVELOPMENT

Receipt No. 570254
 Receipt Amount 175

1. Purpose of Easement Grant. The Easement herein granted shall be for the purpose of widening, improving or protecting streams located within the Easement Area, as necessary.
2. Obstructions Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining prior written consent of the Grantee, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area

(the "Easement Area") upon the following terms and conditions:

That the undersigned Fausch Family Partnership, ("Grantor"), for good and valuable consideration does hereby grant unto Story County, Iowa ("Grantee"), and its successors and assigns, drainage easements upon, underground, over or across the following described real estate: A strip of variable width across Lots 1 and 2 in Fausch Family Agricultural Subdivision in the North Half of Section 21, Township 82 North, Range 245 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Northeast Corner of said Lot 1; thence S00°01'55"W, 33.00 feet along the east line of said Lot 1 to the south right of way line of 310th Street and the point of beginning; thence N89°20'56"E, 24.78 feet along said right of way line; thence S23°49'12"W, 45.88 feet; thence S63°47'54"W, 207.15 feet; thence S41°51'04"W, 160.12 feet; thence S25°00'58"W, 173.01 feet; thence S03°17'07"E, 233.40 feet; thence S07°37'10"W, 120.56 feet; thence S29°51'23"W, 169.39 feet; thence S64°59'44"W, 181.42 feet; thence S72°28'10"W, 420.68 feet to the west line of said Lot 1; thence N00°09'26"W, 62.87 feet along said line; thence N72°28'10"E, 397.99 feet; thence N64°59'44"E, 79.62 feet to the west line of an existing tract in the Northeast Quarter of the Northwest Quarter of said Section 21, as shown on the Plat of Survey filed in Book 105, Page 664; thence running coincident with the boundary of said existing tract S02°12'14"E, 3.87 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'26"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°06'05"W, 311.40 feet; thence N23°03'55"E, 209.37 feet; thence N56°45'55"E, 292.88 feet to the south right of way line of 310th Street; thence N89°20'56"E, 72.79 feet along said line to the point of beginning, containing 96864.41 s.f.;

KNOW ALL PERSONS BY THIS INSTRUMENT:

PUBLIC DRAINAGE EASEMENT

Prepared By: Ryan L. Haaland, Davis Brown Law Firm, 2605 Northridge PKWY, Ames, IA 50010, (515) 288-2500
 Return To: Same as Above

without obtaining prior written consent of the County.

3. Change of Grade Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Grantee. Grantee shall have the right to restore unapproved changes without prior consent of Grantor.
4. Grantee's Rights of Access. Grantee shall have the right of access to the Easement Area and shall have all rights of ingress and egress to the Easement Area reasonably necessary to effectuate the purposes of this Easement.
5. Restoration of Property. Grantee shall restore the Easement Area after exercising any of its rights granted herein, provided, however, Grantee's duty of restoration shall be limited to grading and replacement of grass, sod, turf, natural landscaping, and any other ground cover. Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any other improvements located within the Easement Area.
6. Easement for Benefit of Grantee. This Easement shall be for the benefit of Grantee, its successors and assigns, and its permittees and licensees.
7. Non-Exclusive Easement to Run with Land. This Easement is non-exclusive, which shall be perpetual in nature, shall run with the land, and shall be binding upon Grantor and Grantor's successors, heirs, and assigns.
8. Conditions Precedent. This Easement shall be without force or effect unless and until the Story County Board of Supervisors has provided final approval for the Easement, and has accepted the Final Plat of Dougherty's Subdivision, by duly executed resolution of the Board.
9. Warranty of Title. Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

Dated: 3-13-20

Fausch Family Partnership, an Iowa General Partnership

By Nancy J. Fausch
Nancy J. Fausch, General Partner

STATE OF IOWA, COUNTY OF Story :
This record was acknowledged before me this 13 day of March, 2020, by
Nancy J. Fausch, as general partner of Fausch Family Partnership an Iowa general partnership.

Spencer Culp
Signature of Notary Public



CONSENT TO PLATTING

KNOW ALL PERSONS BY THIS INSTRUMENT:

That the undersigned, Fausch Family Partnership, an Iowa general partnership, ("Owner") does hereby covenant that Owner is the lawful owner of real estate described as follows:

A subdivision of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter, all in Section 21, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, all being more particularly described as follows: Beginning at the Northwest Corner of the Northeast Quarter of said Northwest Quarter; thence N89°20'56"E, 419.15 feet along the north line of said Section 21 to the Northwest Corner of an existing tract, as shown on the Plat of Survey filed in Book 105, Page 664; thence running coincident with the boundary of said tract S02°12'14"E, 926.41 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'26"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°06'05"W, 311.40 feet; thence N23°03'55"E, 209.37 feet; thence N56°45'55"E, 354.16 feet to the Northeast Corner thereof; thence departing the boundary of said existing tract N89°20'56"E, 337.90 feet to the North Quarter Corner of said Section 21; thence N89°33'19"E, 1335.98 feet to the Northeast Corner of the Northwest Quarter of said Northeast Quarter; thence S00°01'55"W, 2662.98 feet to the Southeast Corner of the Southwest Quarter of said Northeast Quarter; thence S89°19'33"W, 1326.60 feet to the Center of said Section 21; thence S89°38'51"W, 1332.24 feet to the Southwest Corner of the Southeast Quarter of said Northwest Quarter; thence N00°09'26"W, 2661.29 feet to the point of beginning, containing 158.21 acres, which includes 1.60 acres of existing public right of way

Owner hereby certifies, acknowledges and declares that the platting of this real estate to be known as FAUSCH FAMILY AGRICULTURAL SUBDIVISION is with Owner's free consent and in accordance with Owner's desire as proprietor.

Dated this 13 day of March, 2020

Fausch Family Partnership

Nancy J. Fausch
Nancy J. Fausch, General Partner

State of Iowa, Story County, ss:

On this 13 day of March, 2020, before me, a Notary Public in and for Story County, Iowa, personally appeared Nancy J. Fausch, general partner of Fausch Family Partnership, an Iowa general partnership, to me personally known, who being by me duly sworn, have each signed this instrument as the voluntary act and deed of each.

Spencer Culp
Notary Public in and for Story County, Iowa





Ryan L. Haaland
RyanHaaland@davisbrownlaw.com
phone: 515-288-2500
Ames Office

March 4, 2020

Fausch Family Partnership
c/o Nancy Fausch
52711 310th St.
Kelley, IA 50134

RE: **Preliminary Title Opinion - Fausch Family Partnership - Fausch Family
Agricultural Subdivision**

Ladies and Gentlemen:

I

As your attorney, we have examined an Abstract of Title commencing with the Root of Title entry, last continuation certified by Abstract & Title Services of Story County, of Ames, Iowa, and certified that it reflects all matters up to February 13, 2020, at 8:00 a.m. and relating to the following property:

The West Half (W1/2) of the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Eighty-two (82) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa; AND The East Half (E1/2) of the Northwest Quarter (NW1/4) of Section Twenty-one (21), Township Eighty-two (82) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, except Beginning 337.9 feet due west of the N1/4 Corner of Sec. 21-T82N-R24W of the 5th P.M., Story County, Iowa, thence S57°15'W 353.7 feet, thence S23°33'W 209.1 feet, thence S0°23' W 311.0 feet, thence S13°46'W 100.0 feet, thence S32°26'W 100.0 feet, thence S59°27'W 100.0 feet, thence N01°44'W 926.3 feet, thence due East 574.6 feet to a point of beginning, containing 4.379 acres more or less, including 0.416 acres more or less of county roadway¹

As of that date and time, we find from our examination that good and marketable title to the property described above is held by:

FAUSCH FAMILY PARTNERSHIP

EXCEPT THAT we also find certain matters which could affect the right of the titleholder to sell the property or your right to keep it. Such matters are listed below and must be satisfactorily resolved before closing:

¹ The certified abstract contains other land not relevant to the owner's application for subdivision.
#2904554

DAVIS BROWN KOEHN SHORS & ROBERTS P.C.

1. **UNRELEASED MORTGAGES**. None.
2. **REAL ESTATE TAXES**.
 - a. Parcel No. 13-21-100-205. Real estate taxes for fiscal year 2018-2019 show first half paid, second half unpaid. Each half is \$562.
 - b. Parcel No. 13-21-100-400. Real estate taxes for fiscal year 2018-2019 show first half paid, second half unpaid. Each half is \$674.
 - c. Parcel No. 13-21-200-100. Real estate taxes for fiscal year 2018-2019 show first half paid, second half unpaid. Each half is \$655.
 - d. Parcel No. 13-21-200-300. Real estate taxes for fiscal year 2018-2019 show first half paid, second half unpaid. Each half is \$668.
3. **SEARCHES**. The certified abstract shows lien searches against titleholders in chain of title, and nothing is shown except as set forth herein. A standard Mechanic's Lien search has been performed with nothing shown except as set forth herein.
4. **EASEMENT AND COVENANTS**. The following easements, covenants and restrictions are shown:
 - a. There appears a Limited Easement to Xenia Rural Water District filed June 6, 2002, as Inst. No. 02-08312.
 - b. Zoning Ordinances.

II

There are other matters which could affect the property and which could cause expense to you, but because of their nature they cannot be shown in an Abstract of Title. Please advise if you desire our assistance to determine before closing if any of the following might cause a problem:

1. **MECHANICS LIEN**. Within the last 90 days someone may have completed a repair or improvement on the property, or provided materials for such repairs or improvements. If that person has not received payment for such labor or materials and if within that 90 days a claim is posted on the Mechanic's Notice and Lien Registry on the Iowa Secretary of State's website ("MNLR") against the property, you could be required to pay the claim, even if posted after you pay for the property and take possession. As a general rule, there is no sure way to determine if there are any such unpaid claims. It is best to determine from the titleholders if any such work has been done. If this property is residential property, you should have a search conducted of the

MNLR prior to closing to determine whether a Notice of Commencement and any Preliminary Notices have been posted against the property. If there has been a Notice of Commencement posted against the residential property, you should obtain a mechanic's lien waiver from each party who has posted a Notice of Commencement or Preliminary Notice against the property. If a Notice of Commencement has not been posted against the residential property, you should still determine if any work has been done in the last 90 days by a contractor who does not have any subcontractors or suppliers.

2. **SURVEY**. Normally a survey will show information concerning the location of rights-of-way, easements, and building setbacks. The law states that you have notice of the rights of all persons in possession of this property or any portion thereof, and rights which would be disclosed by a survey; therefore, it will also be a good idea to obtain a survey to find the location of corners and lot lines so that you can determine if adjoining landowners are using any part of this property, or if improvements on this property are encroaching.

3. **SPECIAL ASSESSMENTS**. An Abstract of Title makes no report of special assessments unless certified to the County Treasurer's Office. The lien for special assessments does not attach against the benefited property until certification to the County Treasurer's Office, but such a lien has priority equivalent to real estate taxes. A lien may attach against the property for work already preliminarily approved by the County Board of Supervisors or City Council. Your interest in the property would be subject to any such lien. This examiner suggests that contact be made with the County Board of Supervisors and the City to determine if there has been any resolution which might give rise to such a lien.

4. **LIENS FOR CHARGES FOR MUNICIPAL SERVICES**. An Abstract of Title does not report liens for services provided by the city, such as sewage disposal, and any other charges for services until they are certified to the County Treasurer. A lien for municipal services does not attach to the benefited property under certified to the County Treasurer's Office. A lien may attach against the property for services already rendered. Your interest in the property would be subject to any such lien. This examiner suggests that contact be made with the City to verify the currency of such payments.

5. **BANKRUPTCY**. If bankruptcy proceedings affecting the property have been commenced in any county other than the county in which the property is located, the abstracter will not have searched such proceedings. If you have any reason to believe that there may have been or is currently such a bankruptcy proceeding, please advise and we will arrange for an appropriate search of the bankruptcy records.

6. **ENVIRONMENTAL MATTERS**. An Abstract of Title will not disclose the existence of hazardous wastes, underground storage tanks, drainage wells, and other like environmentally regulated activities. You are cautioned that federal, state, and local legislation, may, in the event there are environmental and/or public health violations, permit injunctive relief and require "clean up" such as removal and remedial actions. The cost of such "clean up" may be a lien against the property and a personal liability. You may have liability even though you may not

have disposed of hazardous wastes on the property or used any underground storage tanks. You should make appropriate inquiries regarding such matters and if possible, obtain suitable, written representations and indemnification from a financially responsible party.

7. **GOVERNMENTAL TAKING AND FORFEITURE.** There are federal and state laws and regulations (collectively "Governmental Regulations") that allow governmental entities to take possession of and/or forfeit your interest in, your property under certain circumstances. Your property may be taken for a public purpose under the power of eminent domain. Also, the use of your property for drug trafficking may result in the loss of the property even though you are not personally involved in, or aware of, the drug trafficking. This opinion is subject to any such Governmental Regulations, and the power exercised by any governmental entity pursuant to such Governmental Regulations.

8. **RESTRICTIVE COVENANTS.** Unless the property is part of a horizontal property regime or proprietary lease, use restrictions which were recorded more than 21 years ago and which have not been reserved are no longer enforceable and have not been included. Easements set forth in the use restrictions continue to be enforceable. Use restrictions filed within 21 years of the date of this title opinion or use restrictions recorded more than 21 years ago which have been preserved, should be reviewed to determine how such restrictions affect your use of the property. If you wish to preserve the restrictions beyond 21 years after the date such restrictions were recorded, you should file a statement of preservation before the end of the 21 year period.

9. **GENERAL CAUTIONS.** You are advised to review the cautions shown on the attached sheet and make the inquiries noted.

This opinion is directed only to you and is intended solely for your use and purposes. No other persons are entitled to rely hereon. This is only a preliminary title opinion based on pencil notes and we reserve the right to re-examine the Abstract of Title when typed in permanent form before giving you our final opinion. This opinion is subject to our findings upon such re-examination.

Respectfully submitted,

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.



Ryan L. Haaland
Iowa Title Guaranty No. 10370

Prepared By: Ryan L. Haaland, 2605 Northridge Parkway, Ames, IA 50010; (515) 288-2500
Return To: Same As Above

TREASURER'S CERTIFICATE

State of Iowa, County of Story, ss.:

I, Ted Rasmusson, Treasurer of Story County, Iowa, in accordance with Iowa Code sections 354.11 and 354.12, hereby certify that the real property described in the attached subdivision plat to be known as: FAUSCH FAMILY AGRICULTURAL SUBDIVISION

is free from certified taxes and certified special assessments. More particularly, the official records of my office show that all certified taxes and special assessments have been paid in full for the parcel of land presently having the following tax parcel identification numbers:

13-21-100-205
13-21-100-400
13-21-200-100
13-21-200-300

which, based upon the representations of the owner identified in the Consent to Platting to which this certificate is attached, are all the lands included in said subdivision plat.

In witness whereof, I have subscribed and sealed this certificate on the ____ day of _____, 2020.

TED RASMUSSON
Treasurer, Story County, Iowa

[SEAL]

RESOLUTION NO. 20-047

RESOLUTION APPROVING FINAL PLAT FOR FAUSCH FAMILY AGRICULTURAL SUBDIVISION

WHEREAS, Nancy Fausch of 52711 310th Street Kelley Iowa 50134 has submitted materials to Story County Planning and Development for review of a planned 4 lot agricultural subdivision, to be known as the Fausch Family Agricultural Subdivision and;

WHEREAS, the plat is presented to the City of Huxley under the Iowa Code 2-mile review requirements and;

WHEREAS, long-range planning and potential future public infrastructure expenditures should be considered with rural subdivision development and;

WHEREAS, the Planning and Zoning Commission approved the final plat at their May 18 2020 meeting.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:

The final plat for Fausch Family Agricultural Subdivision is hereby approved.

Roll Call	Aye	Nay	Absent
Nate Easter	X	—	—
David Kuhn	X	—	—
Greg Mulder	—	—	X
Rick Peterson	X	—	—
Tracey Roberts	X	—	—

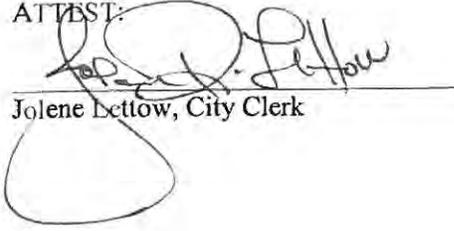
PASSED, ADOPTED AND APPROVED this 26th day of May 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing Resolution No. 20-046 by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of May 2020.


Kevin Deaton, Mayor

ATTEST:


Jolene Bettow, City Clerk



County Outreach and Special Projects Manager
 Story County, Iowa
 Administration Building
 900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Appointments to Housing Study and Needs Assessment for Story County
 Technical Committee
DATE: June 4, 2020

Following Board direction in early April, staff contacted cities (excluding Ames) throughout Story County. Cities were asked to identify names of representatives to serve as part of the Technical Committee. RDG addressed the Technical Committee in the following way:
Technical Committee. RDG will meet monthly with the Technical Committee to review progress, findings, and recommendations. The committee should consist of representatives from each city or at least the ten largest cities (excluding Ames).

Below are the names of the individuals designated to represent their communities:

Community	Appointee Name
Cambridge	Steven Kovarik
Collins	Katie Baldwin
Colo	Arlo Starbuck
Gilbert	Aaron Kester
Huxley	Rita Conner
Nevada	Steve McGill
Roland	Andrew Webb
Slater	Jennifer Davies
Story City	Tyler Frederiksen
Zearing	Sandy Perisho

Alternate **APPROVED** **DENIED**
 Board Member Initials: AM
 Meeting Date: 6-9-2020
 Follow-up action: _____

 Jeri Neely

If I receive names from Kelley, McCallsburg or Maxwell, I will share them with the Board at the Tuesday meeting.

Following Board action, I will send the names to RDG and work with them to define the schedule.

Please let me know if you have any questions or concerns.





Department of Information Technology
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7300 Fax 515-382-7349
www.storycountyiowa.gov

6/4/2020

Information technology Quarterly Report

June 09, 2020

Hardware Systems

- Inflated pricing on hardware needs related to web meetings – web cams, headsets, laptops, speakers. Delay if possible.
- Purchased 10 new laptops for County Attorney remote work – grant funds.

Network Expansion

- Radio tower project for Animal control – tower installed and network configured. All users at Animal Control are on the Story County network with access to desktop email and shared drives.
- Expansion to camera systems at Justice Center
- Review options for County 911 radio project network connections at Justice Center.

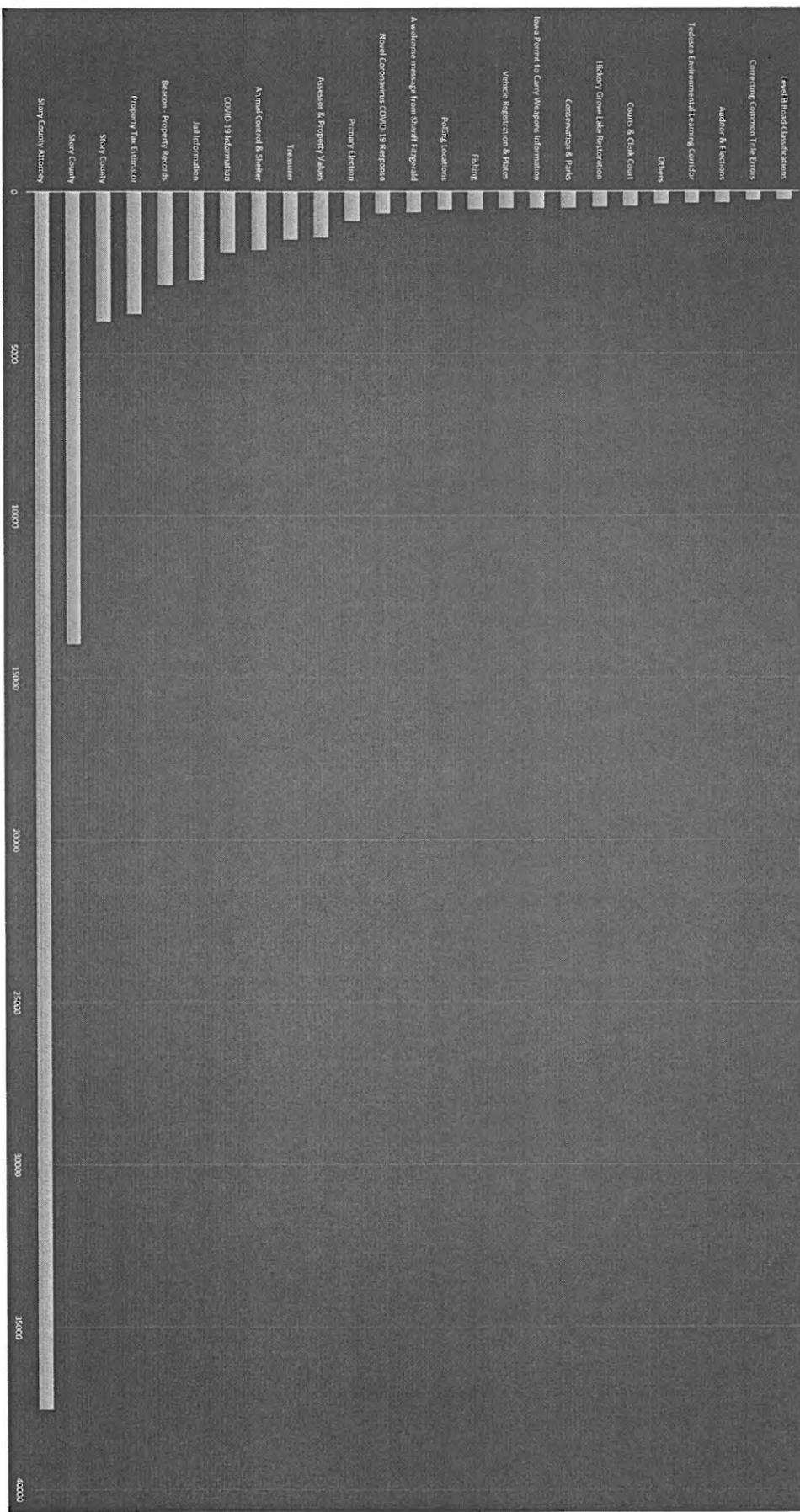
Software Systems

- Zoom implementation and training.

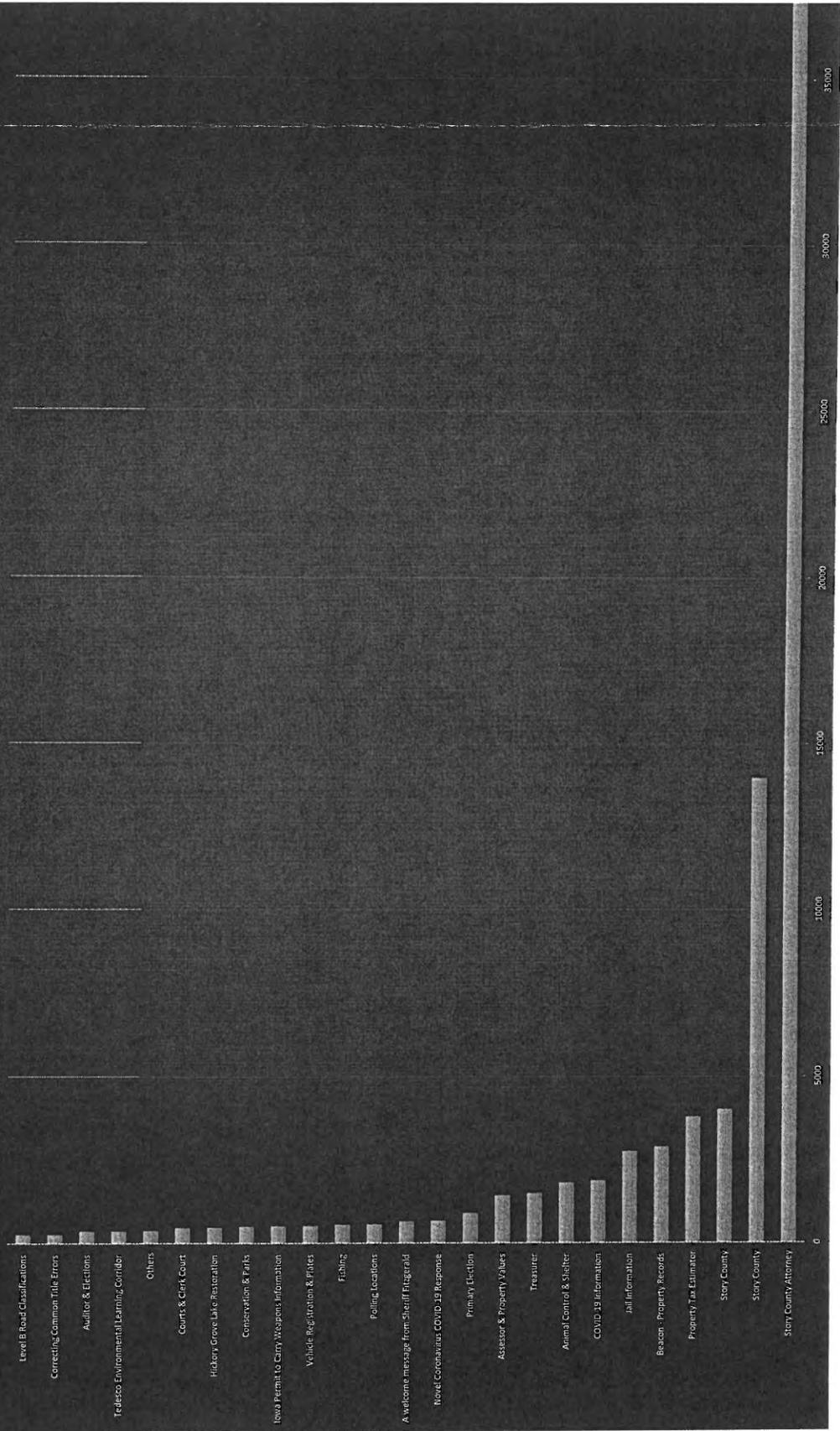
Misc. Items

- Requesting position filled for Computer Support Analyst
- Set up multiple users with VPN access and trained users on remote access methods.
- Troubleshooting various issues related to office vs. home use.
- Website Refresh meeting
- Printer contract renewal Sheriff's Office

April - June 2020 - Unique visits



April - June 2020 - Unique visits





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: Update on part of HF 2512 Impacting Planning and Zoning Commissions and Board of Adjustments

MEETING

DATE: June 9, 2020

Background:

HF 2512 was signed by the Governor June 1, 2020, which unfortunately impacts Story County's and all County Planning and Zoning Commissions and Board of Adjustments in the state.

Part of the law requires **Planning and Zoning Commission and Board of Adjustment members to be eligible electors and reside within the area regulated by the County Zoning Ordinance, and it goes into effect immediately, however the law gives the Board of Supervisors one year to fill the appointment.** The law is also posted on the Agenda Center. See the change to Code of Iowa 335.8 subsection 1 for details.

What this means is that all Planning Zoning Commissioners and Board of Adjustment members who do not currently reside in the unincorporated area of Story County are not in compliance with this law and are no longer able to serve as Planning and Zoning Commissioners or Board of Adjustment members.

For Story County this affects:
Planning and Zoning Commission
Marvin Smith, Chair
Jonathan Sherwood, Vice Chair
Gina McAndrews

Board of Adjustment
Kelly Winfrey

Direction
~~APPROVED~~ **DENIED**
Board Member Initials: *JLM*
Meeting Date: _____
Follow-up action: *30 day posting a.s.a.p.*

This law impacts all 99 Counties. It is unfortunate we are losing good people at Story County and through-out the state who are dedicated to serving their counties.

Board of Supervisors Action:

Acknowledge HF2512 and its impact on Story County Planning and Zoning Commission and Board of Adjustment members and request County staff to start the process to fill the vacant positions.



PLEASE RECYCLE



KIM REYNOLDS
GOVERNOR

OFFICE OF THE GOVERNOR

ADAM GREGG
LT GOVERNOR

June 1, 2020

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

House File 2512, an Act relating to county zoning procedures, and including effective date and applicability provisions.

The above House File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds".

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



House File 2512

AN ACT

RELATING TO COUNTY ZONING PROCEDURES, AND INCLUDING EFFECTIVE DATE AND APPLICABILITY PROVISIONS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 335.2, Code 2020, is amended by adding the following new unnumbered paragraphs:

NEW UNNUMBERED PARAGRAPH. A county shall not require an application, an approval, or the payment of a fee in order for an ordinance to be deemed inapplicable to land, farm barns, farm outbuildings, or other buildings or structures that are primarily adapted for use for agricultural purposes under this section.

NEW UNNUMBERED PARAGRAPH. Land, farm houses, farm barns, farm outbuildings, or other buildings or structures may qualify under this section independently or in combination with other agricultural uses. Land enrolled in a soil or water conservation program shall be considered land primarily adapted for use for agricultural purposes under this section.

Sec. 2. Section 335.5, subsection 4, Code 2020, is amended to read as follows:

4. a. A comprehensive plan recommended for adoption or amendment by the zoning commission established under section 335.8, may be adopted by the board of supervisors. The board of supervisors shall not hold a public hearing or take action on the recommendation until it has received the zoning commission's final report containing the recommendation.

b. Before taking action on the recommendation, the board of supervisors shall hold a public hearing at which parties in interest and citizens shall have an opportunity to be heard. Notice of the time and place of the hearing shall be published as provided in section 331.305.

c. The board of supervisors may amend a proposed comprehensive plan or amendment prior to adoption. The board of supervisors shall publish notice of the meeting at which the comprehensive plan or amendment will be considered for adoption. The notice shall be published as provided in section 331.305.

~~b.~~ d. Following its adoption, copies of the comprehensive plan or amended plan shall be sent or made available to neighboring counties, cities within the county, the council of governments or regional planning commission where the county is located, and public libraries within the county.

~~c. Following its adoption, a comprehensive plan may be amended by the board of supervisors at any time.~~

Sec. 3. Section 335.8, subsection 1, Code 2020, is amended to read as follows:

1. In order to avail itself of the powers conferred by this chapter, the board of supervisors shall appoint a commission, ~~a majority of whose members shall reside within the county but outside the corporate limits of any city,~~ consisting of eligible electors, as defined in section 39.3, who reside within the area regulated by the county zoning ordinance, to be known as the county zoning commission, ~~to.~~ The commission may recommend the boundaries of the various original districts and appropriate regulations and restrictions to be enforced therein in the districts. ~~Such~~ The commission shall, with due diligence, prepare a preliminary report and hold public hearings ~~thereon~~ on the preliminary report before submitting ~~its the commission's final report, and the.~~ The board of supervisors shall not hold its public hearings or take action until it has received the final report of ~~such~~ the commission. After the adoption of ~~such~~ the regulations, restrictions, and boundaries of districts, the zoning commission may, from time to time, recommend to the board of supervisors amendments, supplements, changes, or modifications. The commission's

report and any recommendations may include a proposed ordinance or amendments to an ordinance.

Sec. 4. Section 335.11, Code 2020, is amended to read as follows:

335.11 Membership of board.

The board of adjustment shall consist of five members, ~~a majority of whom shall reside within the county but outside the corporate limits of any city~~ who are eligible electors, as defined in section 39.3, and who reside within the area regulated by the county zoning ordinance, each to be appointed for a term of five years, excepting that when the board shall first be created one member shall be appointed for a term of five years, one for a term of four years, one for a term of three years, one for a term of two years, and one for a term of one year. Members shall be removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

Sec. 5. CODE EDITOR DIRECTIVE. The Code editor may number unnumbered paragraphs within section 335.2, as amended in this Act, in accordance with established section hierarchy and correct internal references in the Code and in any enacted Iowa Acts, as necessary.

Sec. 6. EFFECTIVE DATE. This Act, being deemed of immediate importance, takes effect upon enactment.

Sec. 7. APPLICABILITY. The following applies to comprehensive plans and amendments to comprehensive plans proposed or adopted on or after July 1, 2020:

The section of this Act amending section 335.5, subsection 4.

Sec. 8. APPLICABILITY.

1. The following apply on and after the effective date of this Act to members of county zoning commissions and county boards of adjustment holding office on or after that date:

a. The section of this Act amending section 335.8, subsection 1.

b. The section of this Act amending section 335.11.

2. If a current member of a county zoning commission or county board of adjustment does not meet the eligibility

requirements provided in this Act, the position of the member shall be deemed vacant as provided in section 69.2, and the county board of supervisors shall appoint a successor member who meets the eligibility requirements provided in this Act within one year of the effective date of this Act.



PAT GRASSLEY
Speaker of the House



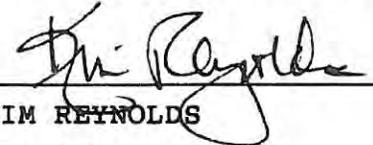
CHARLES SCHNEIDER
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 2512, Eighty-eighth General Assembly.



MEGHAN NELSON
Chief Clerk of the House

Approved June 1, 2020



KIM REYNOLDS
Governor



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

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

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jerry L. Moore, Planning and Development Director
RE: Update on Clean-up of Crestview Mobile Home Park, 5615 Lincoln Highway
MEETING
DATE: June 9, 2020

Background:

On June 2, 2020, Planning and Development Department staff did a final follow-up site review/inspection of Crestview Mobile Home Park, 5615 Lincoln Highway that included the three parcels #09-06-350-340, #09-06-350-224 and #09-06-350-435 owned by Brant Lemer and Lemer Land Holdings LLC. The position of Planning and Development Department staff is Mr. Lemer has met the intent of the required clean-up agreement signed and dated November 20, 2019 on these parcels.

Based on the agreement, Mr. Lemer agreed to remove all pallets of block material and scattered blocks located in the northwest and north areas of the central parcel #09-06-350-340, and all debris (including metal, wood, and plastic), salvage and recycling material (industry items) located on the north end of the northeast parcel #09-06-350-435 by May 20, 2020.

All of the pallets of concrete blocks previously located in the northwest and north areas of the central parcel and the debris that was located on the north end of the northeast parcel have been removed from the property. See some of the site photos taken from the June 2, 2020 site review/inspection down loaded to the Agenda Center.

Planning and Development Staff Action:

Planning and Development Department staff plan to send Mr. Lemer a letter on June 10, 2020 indicating that he has met the intent of the May 20, 2020 agreement and based on the June 2, 2020 status of the three parcels, (pending any new violations) code enforcement action by Planning and Development Department staff with regard to the three parcels will cease.



PLEASE RECYCLE













