

The Board of Supervisors met on 6/18/24 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal, with Heddens presiding. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6<sup>th</sup> Street, Nevada, Iowa)

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

**PROCLAMATION RECOGNIZING JUNE 19, 2024 AS JUNETEENTH** - The Board read the proclamation in full.

Murken moved, Faisal seconded the approving of the Proclamation Recognizing June 19, 2024 as Juneteenth. Roll call vote. (MCU)

**MINUTES** - 6/11/24 Minutes & 6/11/24 Primary Canvass Minutes – Faisal moved, Murken seconded approving the 6/11/24 Minutes and 6/11/24 Primary Canvass Minutes. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 6/20/24, in a) Sheriff's Office for Sabrina McDonald @ \$1,966.36/bw; 2) pay adjustment, effective 6/30/24, in a) Sheriff's Office for Sabrina McDonald for \$2,125.60/bw. Murken moved, Faisal seconded approving Personnel Actions as listed. Roll call vote. (MCU)

**CLAIMS:** 6/20/24 Claims of \$2,241,755.54 (run date 6/14/24), 44 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$2,466.66), Emergency Management (\$1,269.20), E911 (\$780.83), County Assessor (\$45,512.24), City Assessor (\$30,808.40), and Central Iowa Community Services (\$276,759.01). Faisal moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

Murken moved, Faisal seconded approving Consent Agenda items.

1. Renewal of Class C Retail Alcohol License for La Finquita LLC, 68168 U.S. 30, Colo, Ia., effective 8/17/24-8/16/25, including Catering & Outdoor Services
2. Adopt-A-Road Application Renewal effective 1/1/24-12/31/24 for Boy Scout #157 on E23 from R50 to R38
3. Resolution #24-89, to Abate Taxes against Said Mobile Home with Junking Certificate
4. NEOGOV PERFORM Subscription effective 7/1/24-12/31/24 for \$8,287.71
5. Amendment No. 2 to the Grant Agreement between Home Allies and Story County for the use of American Rescue Plan Act (ARPA) Funds
6. FY25 Provider and Program Participation Agreement with ACCESS effective 7/1/24-6/30/25; ACCESS - Public Education and Awareness (Not to exceed \$2,110) \$121.00/1 Staff Hour; Emergency Shelter (Not to exceed \$42,283) \$130.00/1 24 Hour Period of Shelter and Food; Domestic Abuse Crisis/Support (Not to exceed \$32,330) \$121.00/1 Staff Hour; Sexual Abuse/Crisis Support (Not to exceed \$8,215) \$131.00/1 Staff Hour; Court Watch (Not to exceed \$3,093) \$121.00/1 Staff Hour
7. FY25 Provider and Program Participation Agreement with Primary Health Care effective 7/1/24-6/30/25; Primary Health Care - Dental Clinic (Not to exceed \$12,490) \$290.46/1 Clinic Hour
8. Service Agreement between Sheriff's Office and Iowa Multisport for Traffic Control, effective 6/23/24 for \$65.00/Hour
9. Revised Staff Members on The Go Green Team
10. Amendment No. 1 to the Grant Agreement between the Colo-NESCO School District and Story County for the Colo-NESCO Childcare Center Funded through the American Rescue Plan Act (ARPA) Funds
11. Utility Permits: #24-7713; 24-7715

Roll call vote. (MCU)

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

Faisal moved, Murken seconded to adjourn at 10:09 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
*Tentative Agenda - Limited  
Administration Building,  
900 6th St., Nevada, IA  
6/18/24*

1. SPECIAL NOTE TO THE PUBLIC: (2) - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

**Members of the public can participate by using the information below:**

To join the zoom meeting by computer, tablet, smartphone :

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. [HTTPS://US02WEB.ZOOM.US/J/85664360392?  
PWD=EERQTXLWWTvNRK5LVGJPMUEZBVR5QT09](https://us02web.zoom.us/j/85664360392?pwd=EERQTXLWWTvNRK5LVGJPMUEZBVR5QT09)

Passcode: 768469

Or Telephone:

+13092053325,,85664360392# US

+13126266799,,85664360392# US (Chicago)

Dial(for higher quality, dial a number based on your current location):

+1 309 205 3325 or +1 312 626 6799 (Chicago)

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
6. Consideration Of Proclamation Recognizing June 19, 2024 As Juneteenth

Department Submitting Board of Supervisors

Documents:

JUNETEENTH.PDF

7. CONSIDERATION OF MINUTES:
  - I. 6/11/24 Minutes & 6/11/24 Primary Canvass Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 6/20/24, in a) Sheriff's Office for Sabrina McDonald @ \$1,966.36/bw; 2) pay adjustment, effective 6/30/24, in a) Sheriff's Office for Sabrina McDonald for \$2,125.60/bw.

Department Submitting HR

9. CONSIDERATION OF CLAIMS:

I. 6/20/24 Claims

Department Submitting Auditor

Documents:

062024 CLAIMS.PDF

10. CONSENT AGENDA:

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

I. Consideration Of Renewal Of Class C Retail Alcohol License For La Finquita LLC, 68168 U.S. 30, Colo, Ia., Effective 8/17/24-8/16/25, Including Catering & Outdoor Services

Department Submitting Auditor

Documents:

LA FINQUITA.PDF

II. Consideration Of Adopt-A-Road Application Renewal Effective 1/1/24-12/31/24 For Boy Scout #157 On E23 From R50 To R38

Department Submitting Engineer

Documents:

AAR CTR BOY SCOUT 157.PDF

III. Consideration Of Resolution #24-89, To Abate Taxes Against Said Mobile Home With Junking Certificate

Department Submitting Treasurer's Office

Documents:

24 89.PDF

IV. Consideration Of NEOGOV PERFORM Subscription Effective 7/1/24-12/31/24 For

\$8,287.71

Department Submitting Human Resources

Documents:

NEOGOV PERFORM 6 MONTHS.PDF

V. Consideration Of Amendment No. 2 To The Grant Agreement Between Home Allies And Story County For The Use Of American Rescue Plan Act (ARPA) Funds

Department Submitting Board of Supervisors

Documents:

HOME ALLIES.PDF

VI. Consideration Of FY25 Provider And Program Participation Agreement With ACCESS Effective 7/1/24-6/30/25;

ACCESS - Public Education and Awareness (Not to exceed \$2,110) \$121.00/1 Staff Hour; Emergency Shelter (Not to exceed \$42,283) \$130.00/1 24 Hour Period of Shelter and Food; Domestic Abuse Crisis/Support (Not to exceed \$32,330) \$121.00/1 Staff Hour; Sexual Abuse/Crisis Support (Not to exceed \$8,215) \$131.00/1 Staff Hour; Court Watch (Not to exceed \$3,093) \$121.00/1 Staff Hour

Department Submitting Board of Supervisors

Documents:

ACCESS FY25.PDF

VII. Consideration Of FY25 Provider And Program Participation Agreement With Primary Health Care Effective 7/1/24-6/30/25;

Primary Health Care - Dental Clinic (Not to exceed \$12,490) \$290.46/1 Clinic Hour

Department Submitting Board of Supervisors

Documents:

PHC FY25.PDF

VIII. Consideration Of Service Agreement Between Sheriff's Office And Iowa Multisport For Traffic Control, Effective 6/23/24 For \$65.00/Hour

Department Submitting Sheriff

Documents:

IOWA MULTISPORT.PDF

IX. Consideration Of Revised Staff Members On The Go Green Team

Department Submitting Planning and Development

Documents:

GGT MEMBERSHIP BOS7.PDF

- X. Consideration Of Amendment No. 1 To The Grant Agreement Between The Colo-NESCO School District And Story County For The Colo-NESCO Childcare Center Funded Through The American Rescue Plan Act (ARPA) Funds

Department Submitting Planning and Development

Documents:

AMENDMENT.PDF

- XI. Consideration Of Utility Permit(S): #24-7713; 24-7715

Department Submitting Engineer

Documents:

UT 24 7713.PDF

UT 24 7715.PDF

11. UPCOMING AGENDA ITEMS:

12. PUBLIC COMMENT #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.

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

14. 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.

# PROCLAMATION JUNETEENTH

June 19, 2024

**WHEREAS**, on January 1, 1863, President Abraham Lincoln's Emancipation Proclamation went into effect, declaring 3.5 million enslaved African Americans in Confederate states to be free; and

**WHEREAS**, on June 19, 1865, two and a half years after Lincoln's signing of the Emancipation Proclamation, Major General Gordon Granger led Union Soldiers into Galveston, Texas to bring news that the Civil War had ended and to read General Order #3 which stated that all enslaved African American people were free and entitled to absolute equality of personal and property rights; and

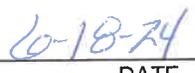
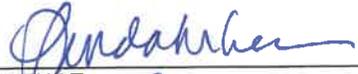
**WHEREAS**, following his statement, June 19 (Juneteenth) became the emancipation date of those long deprived of freedom; and

**WHEREAS**, Juneteenth commemorates the strength and courage of African Americans, the contributions of African Americans to the building of American institutions, wealth and innovations, and their ultimate triumph over extreme adversity

**WHEREAS**, Juneteenth is a time for reflection and rejoicing, it is also a time for assessment of progress still needed, and

**WHEREAS**, the Story County Board of Supervisors acknowledges this shared history and commits itself to the principles of equity and justice.

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim June 19<sup>th</sup>, 2024 as JUNETEENTH in Story County, Iowa and urge all citizens to recognize this day, participate in dialogue with one another about its significance and collectively help further the promise of freedom and equality for all.

	
SIGNATURE	DATE
	
SIGNATURE	DATE
	
SIGNATURE	DATE





# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
LA FINQUITA LLC	LA FINQUITA Breakfast, Bar & Grill	(641) 844-3000		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
68168 U.S. 30		Colo	Story	50056
MAILING ADDRESS	CITY	STATE	ZIP	
68168 U.S. 30	Colo	Iowa	50056	

**APPROVED** 50056 **DENIED**

Board Member Initials: AKH

Meeting Date: 10-18-24

Follow-up action: \_\_\_\_\_

## Contact Person

NAME	PHONE	EMAIL
Karla Ramirez	(641) 844-3000	contact@lafinquitaia.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0048667	Class C Retail Alcohol License	12 Month	Active

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 17, <del>2023</del> 2024	Aug 16, <del>2024</del> 2025	

### SUB-PERMITS

Class C Retail Alcohol License

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

Email: [engineerweb@storycountyiowa.gov](mailto:engineerweb@storycountyiowa.gov)

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

Permit Number: 1995-03  
Road Name: E23 from

**SPONSOR:**

Boy Scout #157 Number of Volunteers: \_\_\_\_\_  
Name of Sponsor (Organization, Group or Individual)

2035 Wyngate Dr.  
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Kristen Martinek 515-249-8526  
Contact Person Address Phone # Email

Description of the road for which application is being made:  
E23 from R50 west to R38

Number of miles requested for litter removal: 2.0

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

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

This agreement shall remain in force from January 1, 2024 until December 31, 2024.

Kristen Martinek 5-6-24  
Applicant Date

STORY COUNTY APPROVAL  
Dan Mon 6-7-24  
County Engineer Date

Lee K. Hedges 6-18-24  
Chair, Story County Board of Supervisors Date

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

Spring clean-up date will be 10/9/2024 Fall clean-up will be: \_\_\_\_\_

**BOARD OF SUPERVISORS RESOLUTION NO. 24-89**  
**RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOME**

**WHEREAS**, the following mobile home was located at 10 Maple Ave., Lot 127, Nevada, Iowa also known as Country Club Estates Mobile Home Park, Story County, Iowa; and,

**WHEREAS**, said mobile home was junked on September 29<sup>th</sup>, 2023, but not removed from the tax role due to a clerical office error; and,

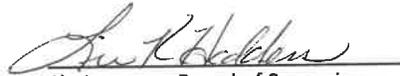
**WHEREAS**, the said mobile home has outstanding delinquent taxes; and,

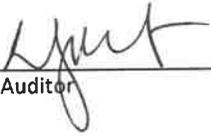
**WHEREAS**, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile home; and,

**NOW, THEREFORE BE IT RESOLVED**, that all delinquent taxes on the following mobile home are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile home:

Holmes, Sandra Lee                      VIN: 67A5614                      \$72.00

**APPROVED** this 18<sup>th</sup> day of June, 2024

  
Chairperson, Board of Supervisors

Attest:   
County Auditor

ROLL CALL	Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE  
OF BOARD                      Yea 3    Nay 0    Absent 0

  
CHAIRPERSON                      Above tabulation made by B



NEOGOV ORDER FORM			
NEOGOV: GovernmentJobs.com, INC. (dba "NEOGOV") 2120 Park Place, Suite 100 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: Story, County of (IA) 900 6th Street Nevada, IA 50201	
Quote Creation Date:	06/04/2024	Contact Name:	Alissa Riese-Wignall
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	awignall@storycountyia.gov
Payment Terms	Annual. Net 30 from NEOGOV invoice.		FTE:
Subscription Start Date: 07/01/2024			
Subscription Term (months):6			

Fee Summary		
Service Description	Term	Term Fees
Perform Subscription (PE)	07/01/2024 - 12/31/2024	\$8,287.71
	<b>Total:</b>	<b>\$8,287.71</b>

**A. Terms and Conditions**

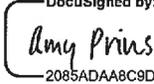
1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. The Effective Date shall be the Subscription Start Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

**B. Special Conditions (if any).**

1. NEOGOV and Customer agree to extend the subscription for a period of 6 months, commencing on 07/01/2024 and ending on 12/31/2024. This extension shall constitute a one-time extension.
2. Section 23(a) of the Agreement shall be amended and restated in its entirety with the following: "Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Story County, Iowa and/or Southern District of Iowa."

# NEOGOV™

IN WITNESS WHEREOF, this Order has been executed by such party's duly authorized signatory as of the date set forth below, and such duly authorized signatory consents to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
<p>Entity Name:</p>  <p>Signature: </p> <p>Print Name: <i>Lisa K. Heddens</i></p> <p>Date: <i>6-18-24</i></p>	<p>DocuSigned by:</p> <p> 2085ADAA8C9D453...</p> <p>Amy Prins</p> <p>Sr Renewal Manager</p> <p>6/10/2024   2:10:20 PM PDT</p>

NEOGOV LEGAL  
KS  
2:26 pm, Jun 10 2024

**AMENDMENT NO. 2**

To

**Grant Agreement**

for

~~913 & 915 DUFF AVENUE STUDIO APARTMENTS~~ **HEADING 2 HOME (AMES) – HOME ALLIES, INC.**

**ARPA SUBRECIPIENT NO. 30**

Dated 6-11-24, 2024

This AMENDMENT No. 2 is by and among the County of Story, Iowa and Home Allies, Inc. (collectively, "the Parties"). In consideration of the mutual covenants herein made, the Parties agree as follows:

**SECTION 1. PURPOSE OF AMENDMENT**

1. Parties agree that an amendment should be made to the approved Grant Agreement:
  - a. Amend as follows:

**1. PURPOSE AND INTENT.**

The purpose of the agreement is for the Subrecipient "~~Construction and subsidized operation of eight studio (efficiency) apartments in Ames, Iowa, to provide long-term rental housing for individuals and small families with incomes at or below 50% of Story County's Average Median Income (AMI), with at least four units designated for those with incomes at or below 30% AMI, without creating a cost burden on their household budget~~ Purchase of an existing five-plex apartment building located at 710 Kellogg Avenue consisting of five apartments (3 one-bedrooms and 2 studio apartments). The requested funding will be applied as follows: \$25,000 in acquisition and repair costs plus three years of rent subsidy on two of the apartments. Heading 2 Home will offer non-congregate emergency housing in furnished apartments that offer privacy in a home environment where, within 30 days, the individual or household can transition, without moving, into an intermediate-term status for up to 11 more months while they focus on developing better tenancy and personal finance skills" as outlined in Exhibits A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from "*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*" dated February 28, 2022, version 3.0.)

**2. REPRESENTATION OF THE SUBRECIPIENT.**

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application as amended by this Amendment and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);

hereof, the original Agreement is attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

2. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

STORY COUNTY, IOWA (County)

HOME ALLIES, INC. Subrecipient)

By:

  
Chairperson of the Board of Supervisors

By:



Dated:

6-18-24

Dated:

6-8-24

RECEIVED

JUN 10 2024

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **ACCESS** (Provider).

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

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

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

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

**SECTION 1  
Definitions**

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

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

**SECTION 2  
Duties of Provider**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments

asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance

Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

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

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

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

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

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

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

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

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

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

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

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

ACCESS  
PO Box 1429  
Ames, Iowa 50014  
Attention: Lisa Diggs

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

**COUNTY:**

By:   
Print Name: Lisa K Heddens  
Print Title: Story County Board of Supervisors  
Date: 6-18-24

**PROVIDER:**

By:   
Print Name: Lisa Diggs  
Print Title: Co-Interim Executive Director / Finance manager  
Date: 6-4-24

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2025**  
*ACCESS*

<b>ACCESS</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Public Education and Awareness	\$2,110.00	1 Staff Hour	\$121.00
Emergency Shelter	\$42,283.00	1 24 Hour Period of Shelter and Food	\$130.00
Domestic Abuse Crisis/Support	\$32,330.00	1 Staff Hour	\$121.00
Sexual Abuse/Crisis Support	\$8,215.00	1 Staff Hour	\$131.00
Court Watch	\$3,093.00	1 Staff Hour	\$121.00

RECEIVED

JUN 11 2024

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **Primary Health Care** (Provider).

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

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

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

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

**SECTION 1  
Definitions**

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

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

**SECTION 2  
Duties of Provider**

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

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

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

### **SECTION 3**

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

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

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

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

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

### **SECTION 4**

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

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

### **SECTION 5**

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

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

**Section 5.2 Story County Hold Harmless and Indemnification.** Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments

asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance

Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

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

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

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

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

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

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

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

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

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

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

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

Primary Health Care \_\_\_\_\_  
3510 Lincoln Way \_\_\_\_\_  
Ames, Iowa 50010 \_\_\_\_\_  
Attention: Marissa Conrad \_\_\_\_\_

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

**COUNTY:**  
By:   
Print Name: Lisa K Heddens  
Print Title: Story County Board of Supervisors  
Date: 6-18-24

**PROVIDER:**  
By:   
Print Name: Kelly Huntsman  
Print Title: CEO  
Date: 05/27/2024

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2025**  
*Primary Health Care*

<b>Primary Health Care</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Dental Clinic	\$12,490.00	1 Clinic Hour	\$290.46

**STORY COUNTY SHERIFF  
SERVICE AGREEMENT  
# 24-5**

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

**Definitions:**

**The Agreement** is this four page agreement identified by the numerical designation and any and all attachments reference.

**Story County Sheriff**, hereinafter (the “Service Provider”) agrees to provide the services as listed in this agreement.

**The Iowa Multisport**, hereinafter (the “Contractor”) agrees to employ the Service Provider as set forth by the terms listed in this agreement.

**The Parties**, refers to the “Service Provider” and the “Contractor”.

**Additional Terms**, if none then state “none”:

None \_\_\_\_\_

**Terms**

Service Provider:  
**Story County Sheriff’s Office**  
1315 South “B” Avenue  
Nevada, IA 50201  
515-382-7457

Contractor Address:  
**Iowa Multisport**  
1502 20<sup>th</sup> Ave SE  
Altoona, IA 50009  
515-450-1751

**I Description of Services**

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergency. Specific instructions for services shall be included in division II for “Additional Services”. This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff’s Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

**II Additional Services**

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)

**1. Traffic control with deputies posted at the following intersections:**

**GWC Ave. and Cameron School Rd: 07:30 – 11:00**  
**190<sup>th</sup> Street and GWC: 07:30 – 11:00**  
**Cameron School Rd and 500<sup>th</sup> Ave.: 07:30 – 11:00**

**III Times and location(s)**

The Contractor requires the services of the Service Provider at the following location:  
(For more than one location list in section C and make attachments as necessary.)

Location: Ada Hayden Park  
Address: 5205 Grand Ave.  
City/rural: Ames, IA 50010

**A. If the services is to continue for an indefinite period complete this section only.**

State date of service: \_\_\_\_\_  
Day Month Year

**B. If the service is to be for a single date complete this section only.**

Date of service: **23<sup>rd</sup>** **June** **2024**  
Day Month Year

**C. If the service is for more than one date or is to continue on different dates at different locations use the chart below.**

Start date of service: \_\_\_\_\_  
Day Month Year

**Chart**

**Days**

**Times**

Monday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. and \_\_\_\_\_ p.m. to \_\_\_\_\_ a.m.  
Tuesday \_\_\_\_\_ a.m. to \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m. to \_\_\_\_\_ a.m.  
Wednesday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. and \_\_\_\_\_ p.m. to \_\_\_\_\_ a.m.  
Thursday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. and \_\_\_\_\_ p.m. to \_\_\_\_\_ a.m.  
Friday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. and \_\_\_\_\_ p.m. to \_\_\_\_\_ a.m.  
Saturday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. and \_\_\_\_\_ p.m. to \_\_\_\_\_ a.m.  
Sunday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. and \_\_\_\_\_ p.m. to \_\_\_\_\_ a.m.

**Additional Locations:**

Address:  
City/rural:

(If necessary attach additional descriptions)

**IV Duration of Agreement**

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements it shall remain in effect until terminated in accordance with the section VII of this agreement.

**V Fees**

The Contractor agrees to pay:

Sixty five dollars (\$65.00) per hour for a minimum of two (2) hours for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Thirty two dollars and 50 cents (\$32.50) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

**VI Payment**

Contractor agrees to pay for \_\_\_ one time/or multiple event in advance; or pay on a XX monthly basis as invoiced by the Story County Sheriff. (Check which payment)

**VII Changes or Termination during the Agreement**

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires \_\_\_ days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

**VIII Confidentiality**

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by law. The Contractor should be mindful of the public's right to know.

**IX Liability**

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

**X Acts of God and Acts of Others**

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

**XI Hazards**

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

**XII Inconsistent Terms**

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

**XIII Representative**

The Contractor designates **Alex Syhlman** as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

Service Provider Representative

Contractor Representative

**Lt. Gary Backous**

**Alex Syhlman**

**Address:**

**Story County Sheriff**  
**1315 South "B" Avenue**  
**Nevada, IA 50201**  
**515-382-7457**  
[gbackous@storycounty.com](mailto:gbackous@storycounty.com)

**Iowa Multisport**  
**1502 20<sup>th</sup> Ave SE**  
**Altoona, IA 50009**  
**515-450-1751**  
[alex@truetimeracing.com](mailto:alex@truetimeracing.com)

**Billing Address:**

Contact Person: Same as above.  
Contractor Billing Address: Same as above

Make payment payable to: **Story County Treasurer**

Mail Payments to: **Story County Sheriff  
1315 South "B" Avenue  
Nevada, IA 50201**

**Service Agreement Signatures**

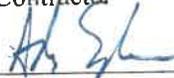
Service Provider

  
Authorized Representative

Lieutenant, Support Services  
Title

6/5/2024  
Date

Contractor

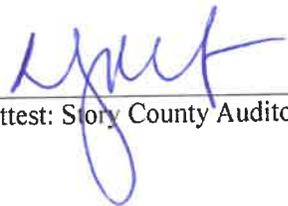
  
Authorized Representative

Race Director  
Title

6/5/2024  
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 6/18/24

  
Board of Supervisors

  
Attest: Story County Auditor

(Staple attachments to back)



County Outreach and Special Projects Manager  
Story County, Iowa  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: [lharter@storycountyiowa.gov](mailto:lharter@storycountyiowa.gov)  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

**APPROVED** **DENIED**  
Board Member Initials: AKH  
Meeting Date: 6-18-24  
Follow-up action: \_\_\_\_\_

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Go Green Team Co-Chairs: Joby Brogden, Facilities Management Director and  
Leanne Lawrie Harter, AICP CFM  
**RE:** Go Green Team Membership – Revised Membership  
**DATE:** June 13, 2024

With the adoption of Resolution #22-52 Establishing the Story County Climate Resilience Leadership Strategy on February 1, 2022, the Board of Supervisors addressed the reactivation of the Go Green Team (GGT).

*BE IT FURTHER RESOLVED that the Board of Supervisors reactivates the Go Green Team herein after referred to as the Team to provide input and assistance in ascertaining current levels of greenhouse gas emissions present in Story County government operations with the Team consisting of designees from County offices and departments and technical assistance provided by staff from the Board of Supervisors office*

Since the initial action by the Board in February 2022, additional members have been identified to the Go Green Team. Proposed changes in the membership are noted below.

The following individuals have been identified as members of the Go Green Team:

- |   |                                       |
|---|---------------------------------------|
| Anna Henderson – Animal Control         | Rebekah Beall – Conservation          |
| Joby Brogden – Facilities Management    | Latifah Faisal – Board of Supervisors |
| Terri Loneman – Facilities Management   | Leanne Harter – P&D                   |
| Andrea Wagner – P&D                     | Sandra King – Board of Supervisors    |
| Erin Rewerts – General Assistance       | Matt Cory – Environmental Health      |
| Melissa Spencer – Emergency Management  | Olivia Vanderhart – Conservation      |
| Matt Boeck – GIS                        | Tim Patterson – IT                    |
| Jacob Witte – Assessor                  | Crystal Davis – Board of Supervisors  |
| Lori Mensing – Engineer/Secondary Roads |                                       |

Staff recommends the Board consider this change.

Please let me know if you have any questions or need additional information.

**AMENDMENT NO. 1**  
**To**  
**Grant Agreement**  
**for**  
**AGREEMENT WITH THE COLO-NESCO COMMUNITY SCHOOL DISTRICT FOR FUNDING TOWARDS THE**  
**COLO-NESCO CHILDCARE CENTER**

**ARPA SUBRECIPIENT NO. 49**  
Dated \_\_\_\_\_

This AMENDMENT No. 1 is by and among the County of Story, Iowa and the Colo-NESCO Community School District (collectively, "the Parties"). In consideration of the mutual covenants herein made, the Parties agree as follows:

**SECTION 1. PURPOSE OF AMENDMENT**

1. Parties agree that the approved agreement shall be amended as follows:

a. Amend the program budget as follows:

Item		Awarded Amount	Proposed Modifications
1.0	Personnel	\$28,000	<u>\$45,000</u>
2.0	Items for Child Care Facility	\$15,000	<u>\$5,000</u>
3.0	Scholarships for families	\$7,000	<u>---</u>
	<b>TOTALS</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>

b. Section 2, Disbursement of Funds shall be amended as follows:

**2. DISBURSEMENT OF FUNDS**

The County will pay Grantee an amount not to exceed \$50,000. ~~The funds will be disbursed in one lump sum payment of \$50,000.~~ Grant funds will be disbursed based on reimbursement of expenses.

2. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

STORY COUNTY, IOWA (County)

COLO-NESCO COMMUNITY SCHOOL DISTRICT  
(Subrecipient)

By:   
Chairperson of the Board of Supervisors

By: 

Dated: 6-18-24

Dated: 6/13/2024

## STORY COUNTY UTILITY PERMIT

Date 6-12-24

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light (Alliant Energy) Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 1284 XE Place, Ames, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of U.G. Primary and secondary on secondary route 670th Ave, from 120th St to south of 120th St on 670th Ave, a distance of .401515 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

We will be installing 25 KV primary cable from an existing pole on the N.W. corner of the 120th & 670th Ave, then south on the west side of 670th Ave to a padmount transformer. With the service crossing 670th Ave to the east. Where we cross the road we will use conduit

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 06-12-2024

Interstate Power & Light Company (Alliant Energy)  
Name of Company (Applicant - Permittee)

Blaine Tibben 515-268-3434  
by Phone no.

Recommended for Approval:

Date 6-12-24

 515-382-7355  
County Engineer Phone no.

Approved:

Date 6-18-24

  
Chair, Board of Supervisors  
Story County, Iowa

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



120th St

120th St

670th Ave

670th Ave

McCallsburg



Google Earth

## STORY COUNTY UTILITY PERMIT

Date 6/13/24

To the Board of Supervisors, Story County, Iowa:

The Minerva Valley Telephone Company, incorporated under the laws of Iowa, with its principal place of business at Zearing, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optic Cable on secondary route County Hwy S-14, from N. Drive at 13585 620th Ave to S. Drive at 13585 620th Ave, a distance of .14 miles.

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

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

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

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

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

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

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

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

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

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

Date 05/30/2024

Minerva Valley Telephone  
Name of Company (Applicant - Permittee)

[Signature] 641-487-7399  
by Phone no.

Recommended for Approval:

Date 6-13-24

[Signature] 515-382-7355  
County Engineer Phone no.

Approved:

Date 6-18-24

[Signature]  
Chair, Board of Supervisors  
Story County, Iowa

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