

The Board of Supervisors met on 7/2/24 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 6th Street, Nevada, Iowa)

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

MINUTES: 6/25/24 Minutes – Faisal moved, Murken seconded approving 6/25/24 Minutes. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 7/8/24, in a) Secondary Roads for Trever Coughenour @ \$25.25/hr; Donald Robinson, Jr. at \$25.25/hr. Murken moved, Faisal seconded approving Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 7/3/24 Claims of \$1,422,437.37 (run date 6/28/24), 29 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 (\$767.45), Holding-Seized (\$846.59), Emergency Management (\$49,935.25), E911 (\$4,749.79), County Assessor (\$1,270.01), City Assessor (\$26,065.49), Central Iowa Community Services (\$984,481.10), and Primary Election Workers (\$53,718.59). Faisal moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

Murken moved, Faisal seconded approving Consent Agenda.

1. FY25 Provider and Program Participation Agreement with the Salvation Army, effective 7/1/24-6/30/25: Food Pantry (not to exceed \$18,000.00) \$149.42/client contact; Food Pantry-Local Option (not to exceed \$2,000.00) \$149.42/client contact; Disaster Services (not to exceed \$4,000.00) \$423.30/staff hour; Emergency Shelter-Hotel Vouchers (not to exceed \$80,000.00) \$105.75/24-hour period of shelter and food; Emergency Assistance-Vehicle Maintenance (not to exceed \$2,000.00) \$301.85/client contact
2. Maintenance Agreement between Story County and Copy Systems, Inc. for Letter Opener, effective 8/4/24-8/3/25, for \$525.74
3. Application for Permit to Use or Explode Display Fireworks for Twin Acres Golf Course, 68030 US Highway 30, Colo, Iowa, effective 7/6/24 at 10 pm with rain date of 7/7/24
4. Affidavit regarding Resolution #24-88, 2M Estates Subdivision, Plat 3
5. Utility Permits: #24-7728, #24-7735
6. Acknowledgement of the Signature of the Chair of the Board of Supervisors in signing of Lease Agreement between Story County and Pitney Bowes for SendPro MailCenter Add-On, effective 7/2/24-7/1/29 (60 months), billed quarterly for \$158.94/quarter
7. Copier Leases between Ricoh and Health and Human Services for IMC3510 for 130.40/month and IM 4000 for \$109.37/month, effective 7/2/24-7/1/29 (60 months)

Roll call vote. (MCU)

COSTS NOT TO EXCEED \$3,000.00 FOR INSTALLATION OF A STORAGE DRAWER AND ROLL UP BED COVER FOR THE 2014 FORD F-150 (FORMALLY USED BY ANIMAL CONTROL) FOR USE OF THE TRUCK BY THE PLANNING AND DEVELOPMENT DEPARTMENT (UNBUDGETED): Leanne Harter, Planning and

Development Director, reported the department is switching to the 2014 F-150 truck as it is more suitable for the department's inspections. Harter reported total cost for a pull-out drawer for equipment, roll-up bed cover, new decals, inspection, and repairs, is \$3,597.00; the request is not to exceed \$3,000.00. Joby Brogden, Facilities Management Director, reported the County will auction the current vehicle (RAV4); the truck has low mileage and should last for a long time. Discussion took place. Murken stated trade-in revenue as well as budgeted repair funds can cover the cost. Faisal moved, Murken seconded approving cost not to exceed \$3,000.00 for installation of a storage drawer and roll up bed cover for the 2014 Ford F-150 for use of the truck by the Planning and Development Department. Roll call vote. (MCU)

DISCONTINUING LONGEVITY PAY POLICY: Alissa Wignall, Human Resources and Internal Operations Director, reported this will discontinue longevity pay as of 7/1/24; longevity was phased out for non-union employees through the Compensation Plan, and for the Secondary Roads union employees via negotiated market adjustments. She stated the only employees eligible for longevity under the County's current policy are the statutory deputies of Elected Officials. If the Board discontinues longevity pay, the respective Elected Officials may determine longevity for the statutory deputies. Murken moved, Faisal seconded approving to Discontinue the Longevity Pay Policy. Roll call vote. (MCU)

REVISED VACATION POLICY (SEVEN-DAY REVIEW WAIVED): Alissa Wignall, Human Resources and Internal Operations Director, reported on one change: this policy may now be applied to statutory deputies if adopted by the Elected Official. Discussion took place. Wignall asked the Board to waive seven-day review. Faisal moved, Murken seconded approving the Revised Vacation Policy with seven-day review waived. Roll call vote. (MCU)

DIRECTION ON AMENDMENT WITH PRIMARY HEALTHCARE (PHC) AMERICAN RESCUE PLAN ACT (ARPA) AGREEMENT: Crystal Davis, County Outreach and Special Projects Manager, reported revisions have been requested; original budget will not be exceeded. The Board can either direct staff to draft an amendment to the agreement or take action in a future meeting to deny the request. She reviewed the revisions. Discussion took place. Nathan Simpson, Chief Operating Officer, PHC, reported (via Zoom) on revisions. Additional discussion took place. Leanne Harter, Planning and Development Director, clarified the process. Heddens directed Davis to proceed with the amendment absent any concerns.

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

CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(c): At 10:21 a.m., Murken moved, Faisal seconded to go into closed session pursuant to *Code of Iowa* §21.5(1)(c). Roll call vote. (MCU)

Heddens reconvened the Board in open session at 10:37 a.m.

Murken moved to proceed as discussed in closed session, second by Faisal. Roll call vote. (MCU)

Faisal moved, Murken seconded to adjourn at 10:37 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
900 6th St., Nevada, IA
7/2/24

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. AGENCY REPORTS:
7. CONSIDERATION OF MINUTES:
 - I. 6/25/24 Minutes

Department Submitting Auditor
8. CONSIDERATION OF PERSONNEL ACTIONS:
 - I. Action Forms
 - 1) new hire, effective 7/8/24, in a) Secondary Roads for Trever Coughenour @ \$25.25/hr; Donald Robinson, Jr. at \$25.25/hr.

Department Submitting Auditor

9. CONSIDERATION OF CLAIMS:

I. 7/3/24 Claims

Department Submitting Auditor

Documents:

CLAIMS 070324.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 FY25 Provider And Program Participation Agreement With The Salvation Army Effective 7/1/24-6/30/25;

The Salvation Army - Food Pantry (Not to exceed \$18,000) \$149.42/1 Client Contact; Food Pantry Local Option (Not to exceed \$2,000) \$149.42/1 Client Contact; Disaster Services (Not to exceed \$4,000) \$423.30/1 Staff Hour; Emergency Shelter-Hotel Vouchers (Not to exceed \$80,000) \$105.75/1 24 Hour Period of Shelter and Food; Emergency Assistance-Vehicle Maintenance (Not to exceed \$2,000) \$301.85/1 Client Contact

Department Submitting Board of Supervisors

Documents:

TSA FY25.PDF

II. Consideration Of Maintenance Agreement Between Story County And Copy Systems, Inc For Letter Opener Effective 8/4/24-8/3/25 For \$525.74

Department Submitting Auditor

Documents:

COPY SYSTEMS.PDF

III. Consideration Of Application For Permit To Use Or Explode Display Fireworks For Twin Acres Golf Course, 68030 US Hwy 30, Colo, Effective 7/6/24 At 10 Pm With Rain Date Of 7/7/24

Department Submitting Auditor

Documents:

TWIN ANCHORS.PDF

IV. Consideration Of An Affidavit Regarding Resolution #24-88, 2M Estates Subdivision, Plat 3

Department Submitting Planning & Development

Documents:

AFFIDAVIT REGARDING CONSENT TO PLAT.PDF

V. Consideration Of Utility Permit(S): #24-7728, #24-7735

Department Submitting Engineer

Documents:

UT 24 7728.PDF

UT 24 7735.PDF

VI. Acknowledgement Of The Signature Of The Board Of Supervisors, Chair, In Signing For Lease Agreement Between Story County And Pitney Bowes SendPro MailCenter Add-On Effective 7/2/24-7/1/29 (60 Mos) For 158.94/Qtr

Department Submitting Auditor

Documents:

PITNEY BOWES.PDF

VII. Consideration Of Copier Leases Between Ricoh And Health And Human Services For IMC3510 For 130.40/Mo. And IM 4000 For 109.37/Mo., Effective 7/2/24-7/1/29 (60mos)

Department Submitting Auditor

Documents:

RICOH 1.PDF

RICOH 2.PDF

RICOH 3.PDF

RICOH 4.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Costs Not To Exceed \$3,000 For Installation Of A Storage Drawer And Roll Up Bed Cover For The 2014 Ford F-150 (Formally Used By Animal Control) Related To Planning And Development Department's Use Of The Truck (Unbudgeted) – Leanne Harter

Department Submitting Planning and Development

Documents:

MEMO ON FORDF150.PDF

II. Discussion And Consideration Of Discontinuing Longevity Pay Policy - Alissa Wignall

Department Submitting Human Resources

Documents:

LONGEVITY.PDF

- III. Discussion And Consideration Of Revised Vacation Policy (Seven Day Review Waived) -
Alissa Wignall

Department Submitting Human Resources

Documents:

VACATION POLICY REVISED 2024.PDF

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

- I. Discussion And Direction On Amendment With Primary Healthcare (PHC) American
Rescue Plan Act (ARPA) Agreement - Crystal Davis And Leanne Harter

Department Submitting Board of Supervisors

Documents:

PHC STAFF MEMO.PDF
PHC REQUEST.PDF

15. UPCOMING AGENDA ITEMS:

16. 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.

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

18. Closed Session Pursuant To Iowa Code Section 21.5(1)(C) – Crystal Rink, Assistant Story
County Attorney

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 Story County Attorney

19. 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
7/02/24

NAME

AGENCY

Soby Brogden
Crystal Davis
Sandra K. P.
Alden A. Baldwin
Dennis J. P.
Stacie Hurdge
Crystal W. Park

SCFM
BOS
BOS
Treasurer
Treasurer
Recorder
Atty

RECEIVED
JUN 25 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 **The Salvation Army** (Provider).

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

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

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

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

SECTION 1 **Definitions**

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

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

SECTION 2 **Duties of Provider**

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

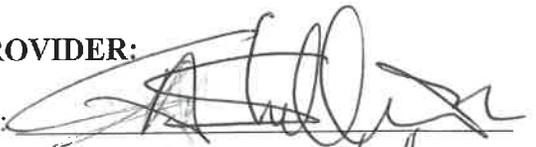
The Salvation Army
703 East Lincoln Way, PO Box 1681
Ames, Iowa 50010
Attention: Kathy Pinkerton

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

COUNTY:

By: 
Print Name: Lisa K Hadden
Print Title: Story County Board of Supervisors
Date: 4-2-24

PROVIDER:

By: 
Print Name: Scott Shelburn
Print Title: Divisional Commander
Date: 30 MAY 2024

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2025
The Salvation Army

The Salvation Army			
Service Description	Not to Exceed	Unit of Service	Rate
Food Pantry	\$18,000.00	1 Client Contact	\$149.42
Food Pantry Local Option	\$2,000.00	1 Client Contact	\$149.42
Disaster Services	\$4,000.00	1 Staff Hour	\$423.30
Emergency Shelter-Hotel Vouchers	\$80,000.00	1 24 Hour Period of Shelter and Food	\$105.75
Emergency Assistance-Vehicle Maintenance	\$2,000.00	1 Client Contact	\$301.85

Nevada, Iowa

Story County, Iowa

LUCY MARTIN, AUDITOR

V# 1675

IN ACCOUNT WITH (Vendor) Copy Systems, Inc

Address 920 E. 21st St

Des Moines, IA 50317

BILLS MUST BE FULLY ITEMIZED WITH
INVOICES ATTACHED

FOR AUDITOR'S OFFICE USE ONLY

Claim Number

Check Number

Date Paid

APPROVED BY BOARD OF
SUPERVISORS ON DATE

CODE NUMBER(S)

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT
6/4/2024	IN526080	letter opener Quadient/IM	525.74
		<i>maint. 8/4/24 - 8/3/25</i>	
		APPROVED	
		DENIED	
		Board Member Initials: <i>SKH</i>	
		Meeting Date: <i>4-2-24</i>	
		Follow-up action:	
		<i>01000-08000-444-02=</i>	525.74
		<i>FY25</i>	
		AMOUNT CLAIMED \$	\$525.74
		TOTAL CLAIM	\$525.74

CLAIMANT SIGNATURE (if applicable)

DEPARTMENT APPROVAL



**STORY COUNTY
APPLICATION FOR PERMIT
TO USE OR EXPLODE DISPLAY FIREWORKS**

APPLICANT INFORMATION

Name: TWIN ANCHORS GOLF COURSE
Address: 68030 US Hwy 30
Phone: Day: 515-291-3759 Evening: 515-291-3759
Operator's name and address (if different from applicant):

DESCRIPTION OF OPERATOR'S COMPETENCY

35+ YEARS

EVENT INFORMATION

Date: 7-6-24 Time: 10 P.M. Location: GOLF COURSE
Rain Date: 7-7-24

INSURANCE INFORMATION

Are you insured?

Yes

No

Name, address, and phone number of insurance company and agent:

J & M DISPLAYS

A certificate of insurance shall accompany the application.

SIGNATURE OF APPLICANT

DATE

6-25-24

"Pursuant to Iowa Code §331.304(8) and §727.2, the Story County Board of Supervisors may grant a permit for the use or explosion of display fireworks upon a written application when the display fireworks will be handled by a competent operator. The operator shall handle and discharge the display fireworks according to applicable law and manufacturer's recommendations, and shall operate safely under all circumstances. The permittee/operator certifies that s/he has authority to operate display fireworks on and over the location listed in the permit where the display is to occur. Any such permit shall be void if the use occurs when a 'burn ban' is in effect or if conditions are conducive to fire. Any permit is valid only in the unincorporated areas of Story County, Iowa, and this permit is immediately void if any display fireworks are operated over any part of a city, airport, airstrip or outside of Story County (except non-nuisance airborne smoke that may drift from the display location). Any permit so issued does not immunize the applicant or operator from complying with all laws and regulations concerning the purchase, transportation, possession, storage, firing, and discharge of explosives and fireworks. The permittee/operator shall comply with lawful directives of any peace officer and emergency services worker and the permittee/operator shall produce the permit upon request of any peace officer or emergency services worker. The applicant/permittee and/or operator shall assume all liability and risk of loss, injury or death to any entity or person associated with the handling and/or discharge of the display fireworks, and agrees to indemnify and hold Story County, its agents and employees, harmless from any and all liability associated with the use or explosion of display fireworks. The permittee/operator specifically and voluntarily agrees to the foregoing and understands the granting or denial of this application is a matter of discretion resting solely with the Story County Board of Supervisors, its agents and/or assigns."

- Attach certificate of insurance to the application
- Submit completed application and insurance information to the following:

Story County Auditor's Office
900 6th St.
Nevada, Iowa 50201

The deadline for the Board of Supervisors' weekly meeting agenda is Thursday at 3 pm. Completed applications received by the deadline shall be placed on the agenda for the following Tuesday.

OFFICIAL USE ONLY

APPLICATION APPROVED

APPLICATION DENIED


CHAIRPERSON, BOARD OF SUPERVISORS

7-2-24
DATE

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared By: Andrea Wagner, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245

Please return to:
Planning & Development

AFFIDAVIT

Andrea Wagner, Senior Planner in the Planning and Development Department for Story County, attests to the following information. On June 20, 2024, Andrea Wagner posted agenda items for the Agricultural Subdivision plat of 2M Estates Subdivision, Plat 3, and inadvertently excluded an attachment to the Consent to Plat signed by Michael and Shirley Coughenour ("property owners"). During the June 25, 2024 regular Board of Supervisors meeting, the Board acted on the aforementioned subdivision plat and the accompanying legal documents that had been posted to the agenda on June 20th (Resolution #24-88). The attachment that was excluded from the agenda posting contained the legal description of the area that the property owners consented to plat and needs to be recorded with the subdivision.

The purpose of this affidavit is to provide the signed Consent to Plat and accompanying attachment for the Board to review prior to the subdivision's recording. Attachment A to this affidavit provides the Consent to Plat in its entirety.

Andrea Wagner Andrea Wagner Date 6-27-2024
Senior Planner, Story County Planning and Development

Leslie Day Leslie Day Date 06-27-2024
Notary, State of Iowa License Expiration Date 09-29-2026



APPROVED **DENIED**
Board Member Initials: AKH
Meeting Date: 7-2-24
Follow-up action: _____

Attachment A

Prepared by/Return to: Daniel E. Bappe P.O. Box 127 Nevada Phone No. (515) 382-3578

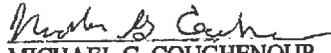
CONSENT AND DEDICATION

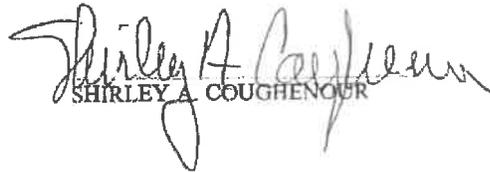
KNOW ALL PERSONS BY THIS INSTRUMENT:

That MICHAEL G. COUGHENOUR and SHIRLEY A. COUGHENOUR, husband and wife, do hereby covenant that they are the lawful owners of real estate described as:

See Attachment

They hereby certify, acknowledge and declare that the platting of this real estate to be known as 2M ESTATES SUBDIVISION, PLAT 3, STORY COUNTY, IOWA, is with their free consent and in accordance with their desires as proprietors.

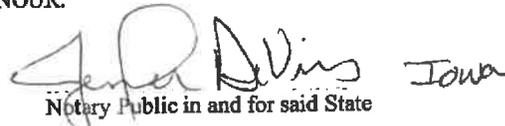

MICHAEL G. COUGHENOUR


SHIRLEY A. COUGHENOUR

STATE OF IOWA, STORY COUNTY,

This instrument was acknowledged before me on the 29th day of May, 2024, by MICHAEL G. COUGHENOUR and SHIRLEY A. COUGHENOUR.




Notary Public in and for said State

Attachment

2M Estates Subdivision, Plat 3: A subdivision of Parcel B of Lot 1 in 2M Estates Subdivision, an Agricultural Plat in the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 3, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa, being more currently described as follows: Beginning at the Northeast Corner of said Parcel B; thence following the boundary thereof S00°08'04"W, 481.90 feet to the Northeast Corner of Parcel A in said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼), as shown on the Plat of Survey filed in Book 11, Page 221; thence N87°24'27"W, 150.23 feet to the Northwest Corner thereof; thence S04°41'36"W, 282.22 feet to the Southwest Corner thereof; thence S87°19'04"E, 172.70 feet to the Southeast Corner of said Parcel A and a corner of said Parcel B of Lot 1; thence S00°08'04"W, 224.61 feet to the Southeast Corner of said Parcel B of Lot 1; thence N83°04'46"W, 224.45 feet; thence N01°35'37"E, 70.56 feet; thence N88°12'49"W, 87.74 feet; thence N00°34'02"W, 99.99 feet; thence N04°32'55"W, 307.11 feet; thence N11°04'26"W, 427.40 feet; thence N05°38'13"W, 65.64 feet to the Northwest Corner of said Parcel B of Lot 1; thence S89°42'43"E, 424.76 feet to the point of beginning, containing 6.62 acres, which includes 0.17 acres of existing public right of way.

STORY COUNTY UTILITY PERMIT

Date 6/19/2024

To the Board of Supervisors, Story County, Iowa:

The ITC Midwest LLC Company, incorporated under the laws of Iowa, with its principal place of business at 123 5th St. Cedar Rapids, IA 52401, 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 County Road E18 on secondary route N/A, from West of I-35 to Hillcrest Dr., a distance of 1 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:

Replacing 2 structures north of County Road E18 and 1 structure south of E18 on existing 69kV sub transmission line. Str. 896 will be 70ft. tall, Str. 899 80ft. tall and Str. 900 will be 75ft. tall. See attached map.

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. Utility depth requirements shall meet Iowa Administrative Code 761—115.13(306A).

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 in the ditch bottom near the backslope or on top of the backslope near the r.o.w. line.

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.

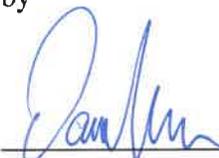
Date 6/19/2024

ITC Midwest LLC
Name of Company (Applicant - Permittee)

Travis Weigert 319-931-2301
by Phone no.

Recommended for Approval:

Date 6-25-24


County Engineer 515-382-7355
Phone no.

Approved:

Date 7-2-24


Chair, Board of Supervisors
Story County, Iowa

A plat shall be attached to the copy submitted.



20367-905
9VC-1

20367-904
9VC-1

20367-903
9VC-1

20367-902
9VC-1

20367-901
9VC-1

20367-900
9VC-1

APR 25, 2017 11:50

E19 Canoe
Access



1-00

Permit Number 24-7735

STORY COUNTY UTILITY PERMIT

Date 6/26/24

To the Board of Supervisors, Story County, Iowa:
XENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA
authorize to do business within the State of Iowa, with its principal place of business at 23998
141st ST, Bouton IA 50039, does hereby make application requesting
permission to occupy certain portions of public right-of-way and that the County Engineer be
directed to establish the location of lines of transmission of potable water on secondary route

To provide water service per attached map(s).

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.

0387

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

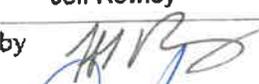
Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

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.

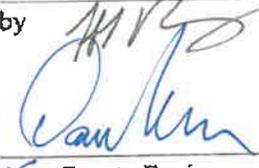
Date 6/26/24

XENIA RURAL WATER DISTRICT
Name of Company (Applicant - Permittee)

by Jeff Rowley (515) 676-2117
 Phone no.

Recommended for Approval:

Date 6-28-24

 515-382-7355
Asst. County Engineer Phone no.

Approved:

Date 7-2-24


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.

265th St

265th St

Bore will be 95' North of Main to Meter Pit

687/88

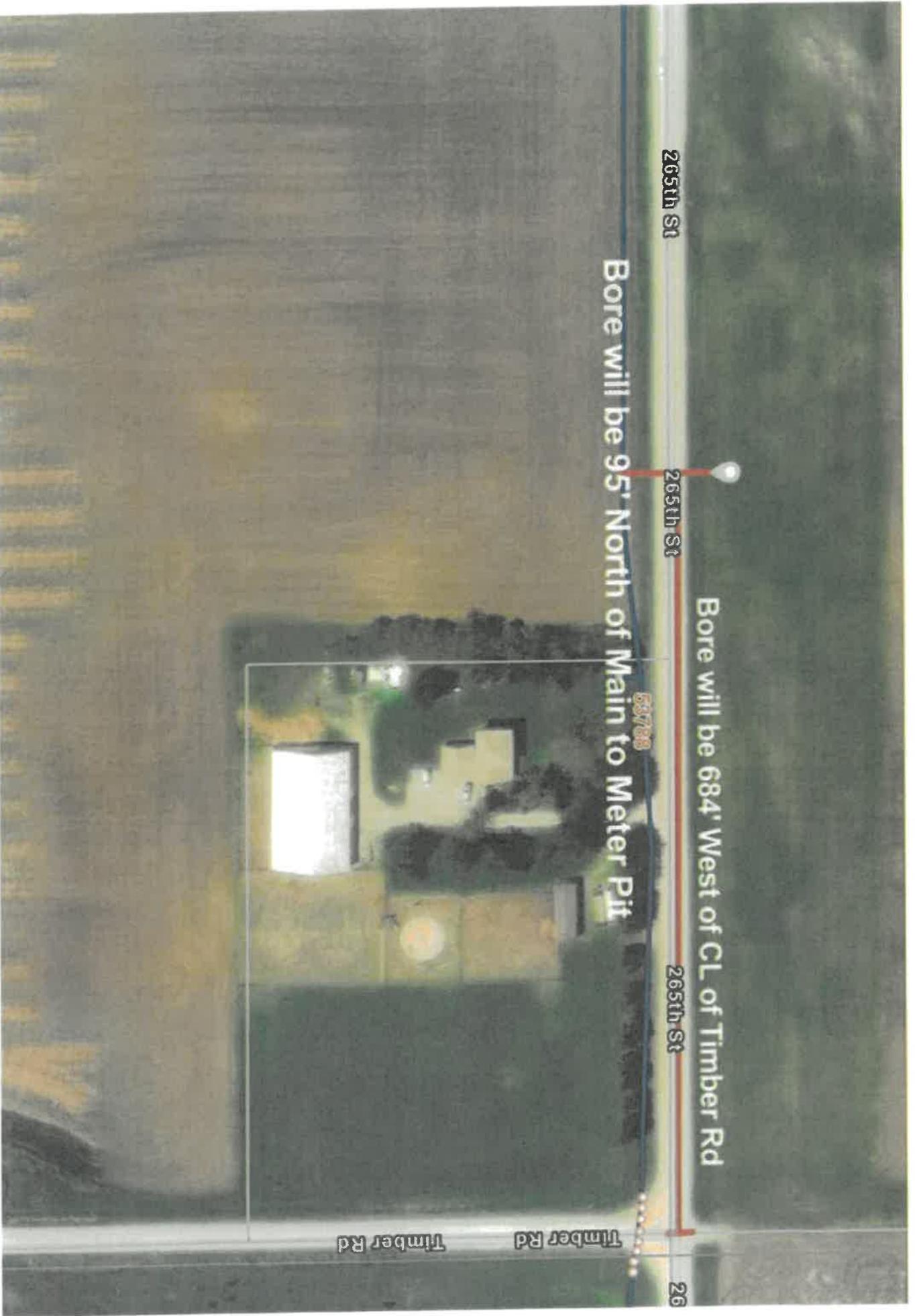
Bore will be 684' West of CL of Timber Rd

265th St

Timber Rd

Timber Rd

26





Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808: MA#23065

State/Entity's Contract#

Lessee Signature

Signature:



Print Name

Email: mbellile@storycountyiowa.gov

Title

Title:

Chair
6/23/24

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Gregory Kirk

gregory.kirk@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



ORDER AGREEMENT

Master Maintenance and Sale Agreement Date:		Sale Type:	Lease
Master Sale Agreement Date:			
Master Maintenance Agreement Date:			
RFP or Bid Contract Date:			

BILL TO INFORMATION

Customer Legal Name:	Story, County of		
Address Line 1:	126 Kellogg Ave	Contact:	Sarah Hinman
Address Line 2:	Suite 101	Phone:	515-268-2274
City:	Ames	E-mail:	shinman@dhs.state.ia.us
ST / Zip:	IA / 50010	County:	Story
		Fax:	

BILLING INFORMATION

Check All That Apply:

<input type="checkbox"/> PO Included PO #	<input type="checkbox"/> PS Service (Subject to and governed by additional Terms and Conditions)
<input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input type="checkbox"/> IT Services (Subject to and governed by additional Terms and Conditions)
<input type="checkbox"/> Syndication	<input checked="" type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add To Existing Service Contract #

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60	QUARTERLY	QUARTERLY

Service Type	Guaranteed Group Total Allowance <small>(Per Base Billing Frequency)</small>		Group Overages		Service Base <small>(Per Base Billing Frequency)</small>	
	B/W	N/A	B/W	N/A	\$	0.00
GOLD	Color	N/A	Color	N/A		

SHIP TO INFORMATION

Customer Name:	Story, County of		
Address Line 1:	126 Kellogg Ave	Contact:	Sarah Hinman
Address Line 2:	Suite 101	Phone:	515-268-2274
City:	Ames	E-mail:	shinman@dhs.state.ia.us
ST / Zip:	IA / 50010	County:	Story
		Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance <small>(Per Base Billing Frequency)</small>	B/W Ovg	Color Allowance <small>(Per Base Billing Frequency)</small>	Color Ovg	Service Base <small>(Per Base Billing Frequency)</small>	Sell Price	Extended Sell Price
Ricoh IM C3510	1	GOLD	0	0.007500	0	0.055100	0	\$ -	\$ -
Ricoh IM 4000	1	GOLD	0	0.006900	0	0.000000	0	\$ -	\$ -

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price
TS-NO CHARGE BASIC INITIAL TRAINING CONTRACTED PRICE LIST	1	\$ -	\$ -
TS-NO CHARGE BASIC INITIAL TRAINING CONTRACTED PRICE LIST	1	\$ -	\$ -

SHIP TO INFORMATION

Customer Name:			
Address Line 1:		Contact:	
Address Line 2:		Phone:	
City:		E-mail:	
ST / Zip:		County:	
		Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price

SHIP TO INFORMATION

Customer Name:				Contact:	
Address Line 1:				Phone:	
Address Line 2:				E-mail:	
City:				Fax:	
ST / Zip:		County:			

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

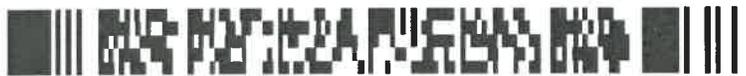
BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price

ORDER TOTALS

Service Type Offerings:	Product Total:
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax):
Additional Provisions:	

Order is subject to NASPO Contract #140602 and State of Iowa Contract PA MA20058

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: <u><i>[Signature]</i></u>	Authorized Signature: _____
Printed Name: <u>Lisa R Hedden</u>	Printed Name: _____
Title: <u>Chair</u>	Title: _____
Date: <u>9-2-24</u>	Date: _____





Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Master Lease Agreement

NASPO ValuePoint

Number: _____

CUSTOMER INFORMATION

Full Legal Name				
Story, County of				
Address 126 Kellogg Ave #101				
City Ames	State IA	Zip 50010	Contact Sarah Hinman	Telephone Number 515-268-2274
Federal Tax ID Number* 42-6005024 <small>(Do Not Insert Social Security Number)</small>	Facsimile Number		E-mail Address shinman@dhs.state.ia.us	

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

- Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedules: Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within five (5) business days after any Product is installed.
- Term: Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the acceptance date of the Equipment or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within forty-five (45) days of its due date, you will pay to us, in addition to that Payment, a late charge of 1% per month of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You agree to pay \$25.00 for each check returned for insufficient funds. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- Product Location: Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- Taxes and Fees.** In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.

6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity, Liability and Insurance.** (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within forty-five (45) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule with written notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** YOU WILL NOTIFY US IN WRITING OF YOUR INTENT TO EITHER TERMINATE SUCH SCHEDULE OR TO EXTEND IT ON A MONTH-TO-MONTH BASIS, OR FOR TWELVE (12) MONTHS, AND SUCH NOTICE SHALL BE GIVEN AT LEAST THIRTY (30) DAYS PRIOR, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS PRIOR, TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE. AT

ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14, UNLESS YOUR NOTICE EXTENDED THE TERM FOR TWELVE (12) MONTHS. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. We will cleanse and purge (if capable), at no additional cost to you, all data from hard drives in the Equipment prior to removing the Equipment from your location or from any hard drive prior to such hard drive being removed from your location ("Data Management Services"). In the event, you elect to retain possession of a hard drive, you agree to pay us the specified hard drive retention charge. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.
16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH THE APPLICABLE PARTICIPATING ADDENDUM DESIGNATES. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least thirty (30) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with


Customer Initials

the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

- (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: <u>X </u> <i>Authorized Signer Signature</i></p> <p>Printed Name: <u>Lisa R Hedders</u></p> <p>Title: <u>Chair</u> Date: <u>7-2-24</u></p> <p>Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and Story, County of
_____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule,"
"Product Schedule," or "Order Agreement," as applicable, under the **Master Lease Agreement**
_____ (together with any
amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and
_____. All terms and conditions of the Lease Agreement are incorporated into this Schedule
and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the
Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other
Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Story, County of				Sarah Hinman			
Customer (Bill To) 126 Kellogg Ave #101				Billing Contact Name			
Product Location Address Ames Story IA 50010				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number 515-268-2274			Billing Contact Facsimile Number		Billing Contact E-Mail Address shinman@dhs.state.ia.us		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	Ricoh IM C3510
1	Ricoh IM 4000

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$ 239.77	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
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Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
 Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: Order is subject to NASPO Contract #140602 and State of Iowa Contract PA MA20058

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X <u>[Signature]</u> Authorized Signer Signature Printed Name: <u>Lisak Healdens</u> Title: <u>Chair</u> Date: <u>7-2-24</u>	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Date: _____
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MASTER MAINTENANCE & SALE
AGREEMENT
NASPO ValuePoint

CUSTOMER INFORMATION					
Legal Name	Story, County of				
Address	126 Kellogg Ave #101				
City	Ames	State	IA	Zip Code	50010

This Master Maintenance & Sale Agreement (“Agreement”) sets forth the specific terms and conditions under which Ricoh USA, Inc. (“Ricoh”) agrees to sell the specific equipment, software, and/or hardware (“Products”) and/or provide the services (“Services”) identified on an Order (defined below). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an “Order”). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

Terms applicable to Service transactions only:

1. Services.

- (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the “Serviced Products”), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.
- (b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer’s specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.
- (c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer’s specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer’s request and paid at Ricoh’s applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

- 2. **Service Calls.** Unless otherwise specified in an Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the applicable Order. Service does

not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that RicoH agrees to provide such non-standard coverage, will be charged at the Master Agreement rates in effect at the time the service call is made. While on-site at any Customer location, RicoH personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to RicoH in advance and in writing and do not conflict with the terms and conditions of this Agreement.

3. **Term; Early Termination.** Each Order shall become effective on the date that RicoH accepts the Order, and shall continue for the term identified in the Order. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides RicoH at least thirty (30) days prior written notice. RicoH may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as RicoH is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to RicoH, an early termination fee in accordance with the terms and conditions of the Master Agreement.
4. **Service Charges.**
 - (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that RicoH registers with a third-party vendor prequalification service and RicoH agrees to register, Customer will be charged for RicoH's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service.
 - (b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. RicoH reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the Master Agreement rates at the time of the Order.
5. **Use of Recommended Supplies; Meter Readings.**
 - (a) It is not a condition of this Agreement that Customer use only RicoH-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then RicoH may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at RicoH's Master Agreement rates. If RicoH determines that Customer has used more RicoH-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or RicoH may refuse Customer additional supply shipments.
 - (b) Customer is required to provide RicoH actual and accurate meter readings in accordance with the billing schedule set forth on an Order. RicoH may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** RicoH uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. RicoH retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. RicoH may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-RicoH third party in a form that personally identifies the Customer. RicoH may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of RicoH and/or its licensors protected by copyright, trade secret and other laws and treaties. RicoH retains full title, ownership and all intellectual property rights in and to AMR.
 - (c) If an actual and accurate meter reading is not supplied to RicoH in accordance with the billing schedule set forth on an Order, RicoH may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by RicoH in a subsequent billing cycle following Customer providing actual and accurate meter readings. If RicoH visits Customer location to obtain a meter reading, RicoH may assess a fee according to the hourly service charge rate, per the Master Agreement.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh (“Professional Services”) by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer’s location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh’s performance of the Professional Services is dependent upon Customer’s timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.
7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to “360 degree” service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available “on site” for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).
8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers’ compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.
9. **Indemnification.** To the extent not prohibited by applicable law, each party (“Indemnifying Party”) shall indemnify, defend and hold harmless the other (“Indemnified Party”) from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer’s failure to pay for any Products when due or for any other credit reason.
11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer upon delivery by Ricoh to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.
12. **Returns; Damaged Products.** No Products may be returned without Ricoh’s prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking

charge equivalent to the lesser of ten percent (10%) of the purchase price or \$200.00. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All non-saleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

- 13. Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoch Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoch Equipment will be in good working order and will be free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoch Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoch Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoch Equipment, or (d) the Ricoch Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOCH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.
- 14. Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.
- 15. Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue for forty-five (45) days, Customer agrees to pay Ricoh a late charge of one percent (1.0%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.
- 16. Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if

the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

- 17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.
- 18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.
- 19. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.
- 20. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state in which the applicable participating addendum designates without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall be subject to this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

By: [Signature]
Name: Lisa K Hedders
Title: Chair
Date: 7-2-24

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____



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

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

June 27, 2024

MEMORANDUM

DATE: June 27, 2024
TO: Story County Board of Supervisors
FROM: Leanne Harter, Story County Planning and Development Director
RE: Consideration of costs not to exceed \$3,000 for installation of a storage drawer and roll up bed cover for the 2014 Ford F-150 (formally used by Animal Control) related to Planning and Development Department's use of the truck (Unbudgeted) – Leanne Harter

Planning and Development is requesting to replace the Toyota RAV currently used by our staff with the truck formally used by Animal Control. The 2014 Ford F-150 truck is more suitable and durable for the uses related to inspections performed by Planning and Development. In addition, improvements outlined below to the truck for storage of equipment could serve to make the vehicle safer than the RAV for Planning and Development staff.

Attached is a quote from Hawkeye Truck Equipment in the amount of \$2,597 for the installation of a decked unit and roll-up bed cover that could be installed on the truck. This is essentially a large pull-out drawer that would hold all of the equipment needed for inspections and site visits. The bed of the truck is sized to easily accommodate larger public notice signs as well, and carrying them in the truck again is safer than the RAV.

Staff is requesting that the Board of Supervisors approve up to \$3,000 for the costs of installation of this equipment, replacement of the decal on the sides of the vehicles, and costs to Freedom Tire for recent inspection and repairs.

The Toyota RAV would be available for auction once the transition is complete, if this request is approved by the Board of Supervisors.

Please let me know if you have any questions.

APPROVED **DENIED**

Board Member Initials: AKH

Meeting Date: 7-2-24

Follow-up action: _____

Quote



EST. 1946

5800 NW 2ND Street
P.O. Box 3283
Des Moines, IA 50316-0283

Phone: (515) 289-1755
www.hawkeyetruckequipment.com

Quote ID:	Q10527
Quote Date:	6/12/2024
Expiration:	7/12/2024

Customer: STORY COUNTY
COURTHOUSE
900 6TH STREET
NEVADA IA 50201

Contact: JOBY BROGDEN

Phone: (515) 382-7400

Email:

Salesperson: MICHAEL FULTON

Vehicle Make	Vehicle Model	Vehicle Year	Single/Dual	Bed Length	Cab Type
FORD	F150	-1		8FT	

Part Number	Description	Unit Price	Qty	Amount
TUX 598601	LOPRO TRUXEDO 09+F150 8' BED	\$585.00	1 EA	\$585.00
DECKED XF6	DECKED UNIT	\$1,787.00	1 EA	\$1,787.00
INSTALL	INSTALL DECKED	\$225.00	1 EA	\$225.00

Sub Total: \$2,597.00

Sales Tax: \$0.00

Grand Total: \$2,597.00

Price Subject to Change Without Notice.

Customer must fill out the information below before the order can be processed...

Accepted by:	<i>Steve K. Hadden</i>
Date:	7-2-24
P.O. Number:	

Notes:



**STORY COUNTY
BOARD OF SUPERVISORS
LATIFAH FAISAL
LINDA MURKEN
LISA K. HEDDENS**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

June 27, 2024

Dear Board of Supervisors,

I am requesting the Board of Supervisors approval to discontinue the Story County Longevity Pay Policy. Longevity has been phased out for non-union positions through the implementation of Story County's Compensation Plan and for Secondary Roads Union employees with market adjustments through negotiations. The only employees eligible for longevity under the current policy are Statutory Deputies of Elected Officials. If the policy is discontinued, longevity pay for Statutory Deputies will be determined by the respective Elected Official.

Sincerely,

Alissa Wignall
Director of Internal Operations and Human Resources

APPROVED

DENIED

Board Member Initials: AKH

Meeting Date: 7-2-24

Follow-up action: _____



Board of Supervisors

Story County, Iowa

Longevity Pay

Approval Date:	Effective Date:	Revision No:
06/28/2022	07/01/2022	2
Reference: BOS Minutes: 06/28/22 Initially Adopted: 06/07/2011		Distribution: (Elected Officials, Department Heads, County Employee Handbook, Intranet, etc. -> list all that apply)

Employees shall be compensated for their years of service, based on their anniversary date and continuous employment with Story County. Employees covered by the Secondary Roads Union Contract, the Conservation Union Contract and Deputies of Elected Officials are eligible for longevity pay so long as payment of longevity pay to Deputies does not violate the limits set forth in Iowa Code Section 331.904 (2011), as amended. Longevity pay will be added to an employee's base pay in order to comply with the Fair Labor Standard Act for computing overtime rates. Longevity pay increases will become effective the first full pay period following an employee's anniversary date and will follow the below schedule:

5 years	\$0.18	22 years	\$0.35	39 years	\$0.52
6 years	\$0.19	23 years	\$0.36	40 years	\$0.53
7 years	\$0.20	24 years	\$0.37	41 years	\$0.54
8 years	\$0.21	25 years	\$0.38	42 years	\$0.55
9 years	\$0.22	26 years	\$0.39	43 years	\$0.56
10 years	\$0.23	27 years	\$0.40	44 years	\$0.57
11 years	\$0.24	28 years	\$0.41	45 years	\$0.58
12 years	\$0.25	29 years	\$0.42	46 years	\$0.59
13 years	\$0.26	30 years	\$0.43	47 years	\$0.60
14 years	\$0.27	31 years	\$0.44	48 years	\$0.61
15 years	\$0.28	32 years	\$0.45	49 years	\$0.62
16 years	\$0.29	33 years	\$0.46	50 years	\$0.63
17 years	\$0.30	34 years	\$0.47	51 years	\$0.64
18 years	\$0.31	35 years	\$0.48	52 years	\$0.65
19 years	\$0.32	36 years	\$0.49	53 years	\$0.66
20 years	\$0.33	37 years	\$0.50	54 years	\$0.67
21 years	\$0.34	38 years	\$0.51	55 years	\$0.68



Board of Supervisors

Story County, Iowa

Vacation Policy

Approval Date: 07/02/2024	Effective Date: 07/01/2024	Revision No.: 04
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Reference: BOS Minutes: Initially Adopted:	Distribution: Employee Handbook, Intranet, S:drive; Policy Book
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General Policy

It is the policy of Story County to provide its employees paid vacation leave. The amount of vacation leave which an employee becomes entitled to is determined by the provisions of this policy.

Scope

This policy is applicable to:

All Story County employees responsible to the Board of Supervisors with the exception of temporary and seasonal employees.

All Story County employees responsible to a county elected office holder with the exception of assistant county attorneys employed under the provisions of Iowa Code 331.904, temporary and seasonal employees. This policy may be applicable to statutory deputies if adopted by the respective county elected office holder.

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability.

When there is a conflict between this policy and a collective bargaining agreement and/or the Iowa Code, the provisions of a collective bargaining agreement and/or the Iowa Code prevail.

Vacation Accrual Schedule

Vacation leave shall be accrued in accordance with the following schedule as determined from the employee's anniversary date. Employees are eligible to use vacation leave once accrued.

Years of Continuous Service	Working Hours off Per Year
One (1)	80 hours (10 days)
After five (5)	120 hours (15 days)
After ten (10)	160 hours (20 days)

APPROVED DENIED
Board Member Initials: AKH
Meeting Date: 7-2-24
Follow-up action: _____

Vacation leave shall be computed on an hourly basis and credited to each employee's account on a bi-weekly basis. Part-time employees shall earn vacation leave on a proportionate basis according to their percentage of full-time status.

Procedure

An employee shall notify the immediate supervisor in advance of the desired vacation. The length of the advance notice shall be determined by the department/office needs. If it becomes necessary to limit the number of employees on vacation at one time, departmental/office procedures will prevail.

Compensatory Time

Any compensatory time is to be used before any charge is made to accrued vacation allowance (unless the employee is at risk of losing vacation as stated in the accumulation provision below).

Overtime

Vacation leave is not considered time worked for the purpose of calculating overtime.

Exceptions

An employee shall not accrue vacation leave during periods of temporary lay-off, suspension or leave without pay. An employee on vacation extending through a holiday period shall not have those officially designated holidays charged against vacation leave.

Accumulation of Vacation Time

Accumulation of vacation time (as indicated on employee pay stub) will be limited to forty (40) hours plus current year vacation allowance for which an employee is eligible. After fifteen (15) years of continuous full-time service, an employee may carry over sixty (60) hours of vacation time plus current year vacation allowance for which an employee is eligible. Any payroll period where vacation time exceed the allowed accumulation amount, that vacation time will be forfeited.

Limitations

Vacation leave may not be taken in advance and an employee may not waive their vacation, in order to collect both vacation and work pay.

Accrued Vacation Payment at Termination

Any full or part-time employee separated from County employment by reduction in force, resignation termination, death or otherwise shall be paid or have payment made to their estate or legal beneficiary in the amount of any unused vacation leave accrued at the time of separation. Employee separated from County employment before they have completed six (6) months of continuous employment will not be eligible for payment of any unused vacation leave accrued at the time of separation.



**STORY COUNTY
BOARD OF SUPERVISORS**
LISA K. HEDDENS, Chair
LINDA MURKEN, Vice Chair
LATIFAH FAISAL, Supervisor

Story County Administration
 900 Sixth Street
 Nevada Iowa 50201
 515-382-7200
 515-382-7206 (fax)

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Crystal Davis, County Outreach & Special Projects Manager
 Leanne Harter, Planning & Development Director
RE: Discussion and Direction on Amendment with Primary Healthcare (PHC),
 American Rescue Plan Act (ARPA) Agreement
DATE: June 27, 2024

Primary Healthcare is requesting the Board of Supervisors consideration of modifying the approved project funded through ARPA funds as outlined by the Subrecipient in the information below. Based on the direction given by the Board to staff, the next steps would be to direct staff to develop an amendment to the agreement or put the request on a future item to take formal action to deny.

Revised Budget Request Submitted by Primary Healthcare:

- Revision to 2.0, Equipment, under 2.A Dental Chairs and 2.D and 2.E Dental Sensors, proposal to combine the three line items to purchase:
 Panographic X-Ray, \$21,275
 Dental Assistant/Dentist Chairs, \$7,442
 Dental Sensor, \$2,185
 Proposed revisions would not exceed original budget for these three line items.

Attached is the formal request from Primary Health Care.

Please let us know if there are any questions.

Direction
APPROVED **DENIED**

Board Member Initials: AKH

Meeting Date: 7-2-24

Follow-up action: _____



June 25, 2024

Dear Supervisors,

I am writing to you to request a modification to our originally approved project budget, as part of the Coronavirus State and Local Fiscal Recovery Funds subaward. Our original equipment budget included \$12,604 for the purchase of two dental chairs, and \$23,999 for the purchase of dental sensors, of which we've drawn-down \$5,701.

We have recently had to replace our panoramic x-ray machine in the Ames dental clinic, as the one we acquired from MICA stopped working and was not repairable. This was a cost of ~\$21,275. We also have realized the need for new dental assistant and dentist chairs for better ergonomics in the Ames dental clinic, which our Dental Director feels is a higher priority than replacing two of our patient exam chairs that are still in good repair. This would cost ~\$7,442 for four new assistant chairs, and four new dentist chairs.

If our request is not approved, we will proceed with the equipment purchases that were originally budgeted. Thank you for your consideration.

Original		Remaining	Proposed	
Dental Chairs	\$12,604	\$12,604	Panographic X-Ray	\$21,275
Dental Sensors	\$23,999	\$18,298	Dental Assistant/Dentist Chairs	\$7,442
			Dental Sensor	\$2,185
Total	\$36,603	\$30,902	Total	\$30,902

Sincerely,



Nathan Simpson, COO

1200 University Avenue | Suite 200 | Des Moines | Iowa | 50314

P: (515) 248-1447 | F: (515) 248-1440