

The Board of Supervisors met on 6/3/25 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 listed. Motion carried unanimously (MCU) on a roll call vote.

BID OPENING FOR HMA PAVEMENT - GRADE AND NEW, ON 510TH AVENUE FROM PRAIRIE RIDGE DRIVE NORTH 0.2 MILES (L-F17--73-85): Tyler Sparks, Assistant Engineer, opened the following bids: 1) InRoads, Des Moines, Iowa, bid bond signed and attached, total bid of \$128,389.38; 2) Manatts, Inc., Brooklyn, Iowa, bid bond signed and attached, total bid at \$107,111.00. Sparks stated the bids will be reviewed, and he and Engineer Darren Moon will return to the Board next week.

PROCLAMATION RECOGNIZING JUNE 2025 AS LGBTQIA+ PRIDE MONTH: The Board read the proclamation in full. Murken moved, Faisal seconded the approval of the Proclamation recognizing June 2025 as LGBTQIA+ Pride Month. Roll call vote. (MCU) Faisal stated our state, our county, our communities are stronger, not weaker, because of our differences. She stated her personal support for our neighbors, our community members, our family members, and our loved ones, and said Story County is and will continue to be a safe environment for everyone. The other Board members concurred.

ASSAULT CARE CENTER EXTENDING SHELTER AND SUPPORT (ACCESS) ANNUAL AMERICAN RESCUE PLAN ACT (ARPA) REPORT: Lisa Diggs, Co-Executive Director, reported on spending, timeline, and claims submission. She provided an overview of services provided by ACCESS.

NEVADA FOOD AT FIRST ANNUAL AMERICAN RESCUE PLAN ACT (ARPA) REPORT: Barb Mittman reported on program history, the process, food access, funding, data, retail partners, and new website. She thanked the Board and asked for questions.

MINUTES: 5/27/25 Minutes – Faisal moved, Murken seconded approving 5/27/25 Minutes as presented. Roll call vote. (MCU)

CLAIMS: of \$909,108.40 (run date 5/30/25, 30 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 (\$209.89), Emergency Management (\$666.48), E911 (\$10,804.14), County Assessor (\$2,143.38), City Assessor (\$5,946.18), Central Iowa Community Services (\$1,170,771.73). Murken moved, Faisal seconded approving claims as listed. Roll call vote. (MCU)

Faisal moved, Murken seconded approving the Consent Agenda as presented.

1. Licensing Agreement between Ergometrics and Story County for job applicant testing, effective 6/7/25, not to exceed \$750.00
2. Renewal Class C Retail Alcohol License for Ballard Golf and Country Club, 30608 N. Highway 69, Huxley, Iowa, effective 7/12/25-7/11/26, including outdoor service
3. Story County Logo Use Request from Tip Top Lounge of Ames, Iowa
4. Byrne Justice Assistance Grant (JAG) from the Iowa Department of Public Safety Office of Drug Control Policy, effective 7/1/25 6/30/26, for \$34,965.00
5. Appointment to the Commission of Veterans Affairs for a three-year term ending 6/30/28: Nicolas Briseño; Luke Vance
6. Request from Youth and Shelter Services (YSS) to transfer \$17,000.00 of its FY25 Contract funding from Substance Use Disorder Outpatient Treatment to Community Youth Development
7. Agreement between Central Iowa Expo and Story County Sheriff's Office for training space on 9/10/25, 9/16/25, and 9/22/25 for \$600.00 plus cleaning and set-up/tear down fees (only if necessary)
8. Water User's Membership Agreement with Iowa Regional Utilities Association for water connection at the Sheriff's Office Range House for \$2,000.00
9. Final Pay Voucher for Manatt's, Inc. for HMA Resurfacing Project #FM-C085(181)--55-85
10. Final Pay Voucher for Manatt's, Inc. for HMA Resurfacing Project #FM-C085(183)--55-85
11. Acknowledgement of Contract between OCV, LLC and Story County to develop a mobile app for the Sheriff's Office, effective 6/1/25-5/31/28, for \$24,754.00 (unbudgeted)
12. Facilities Management Quarterly Report
13. FY26 Provider and Program Participation Agreement with Camp Fire Heart of Iowa, effective 7/1/25-6/30/26: Out of School Program (not to exceed \$6,000.00) \$69.70/partial day (three hours)
14. FY26 Provider and Program Participation Agreement with Good Neighbor Emergency Assistance, Inc., effective 7/1/25-6/30/26: Service Coordination-Navigator (not to exceed \$2,516.00) \$69.56/client hour; Emergency Assistance for Basic Needs-Food Voucher (not to exceed \$10,350.00) \$116.85/client contact
15. FY26 Provider and Program Participation Agreement with Heart of Iowa Transit Agency, effective 7/1/25-6/30/26: Transportation-City of Ames (funds are sequestered) (not to exceed \$13,000.00) \$21.30/one-way trip; Transportation-Story County (funds are sequestered) (not to exceed \$115,000.00) \$152.90/one-way trip
16. FY26 Provider and Program Participation Agreement with Prairie Flower Children's Center, effective 7/1/25-6/30/26: Day Care-Children (not to exceed \$3,808.00) \$75.19/full day; Day Care-School Age (not to exceed \$3,982.00) \$31.73/partial day
17. FY26 Provider and Program Participation Agreement with Story Time Child Care Center, effective 7/1/25-6/30/26: Day Care-Infant (not to exceed \$2,070.00) \$6.12/full day; Day Care-Children (not to exceed \$66,930.00) \$37.70/full day
18. FY26 Provider and Program Participation Agreement with Youth and Shelter Services (YSS), effective 7/1/25-6/30/26: Transitional Living Services (not to exceed \$60,000.00) \$133.50/day; Employment Assistance for Youth (not to exceed \$13,126.00) \$108.97/staff hour; Substance Use Disorder/Outpatient Treatment (not to exceed

\$2,000.00) \$243.20/client hour; Public Education/Awareness (not to exceed \$110,480.00) \$191.73/staff hour; Youth Development/Social Adjustment-Community Youth Development (not to exceed \$37,273.00) \$62.20/client contact/day; Youth Development/Social Adjustment-Mentoring (not to exceed \$46,336.00) \$124.41/client contact/day; Out of School Program (not to exceed \$22,070.00) \$15.37/partial day (three hours); Service Coordination (not to exceed \$5,000.00) \$74.48/client hour; Daycare/School Age-Kids Club (not to exceed \$74,010.00) \$23.28/partial day; Out of School Program Local Option (not to exceed \$972.00) \$15.37/partial day (three hours); Daycare/School Age-Kids Club Local Option (not to exceed \$5,000.00) \$23.28/partial day

19. Amendment No. 1 to the Fiscal Agent Agreement between Story County and Collaborative Individual and Community Supports (formerly known as Central Iowa Community Services, CICS), effective 6/30/25-12/31/25
20. Utility Permits: #25-8306; #25-8312

Roll call vote. (MCU)

DISASTER RECOVERY MANAGEMENT SITE PLAN: Jeff Phillips, Senior Project Manager, SCS Engineers, reported on the plan for site management and utilization. He reviewed the site plan and map, traffic patterns, areas within the site plan, equipment, and activation of the site. Phillips reported on dust control and the final destination(s) of any disaster debris. Leanne Harter, Planning and Development Director, reported on establishing a schedule to review and update the plan. Following action today, Facilities Management will oversee the site if and when is activated due to a disaster. Discussion took place. Murken moved, Faisal seconded approving the Disaster Recovery Management Site Plan. Roll call vote. (MCU)

RESOLUTION #25-94, FOR THE VOLUNTARY ANNEXATION TO THE CITY OF AMES FOR PROPERTIES UNDER THE OWNERSHIP OF OPHIR INVESTMENTS, LLC: Leanne Harter, Planning and Development Director, reported on property location, the annexation process, and options available to the Board under the *Code of Iowa*. Faisal moved, Murken seconded approving Resolution #25-94, for the Voluntary Annexation to the City of Ames of properties under the ownership of OPHIR Investments, LLC. Roll call vote. (MCU)

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

Murken moved, Faisal seconded to adjourn at 11:02 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building, 900 6th St., Nevada, IA
6/3/25

1. SPECIAL NOTE TO THE PUBLIC: (3) - 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/84068041164?](https://us02web.zoom.us/j/84068041164?pwd=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1)
[PWD=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1](https://us02web.zoom.us/j/84068041164?pwd=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1)

Passcode: 751099

Or One tap mobile:

+13017158592,,84068041164# US (Washington DC)

+13052241968,,84068041164# US

Or join by phone:

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

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or
+1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507
473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000
or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 840 6804 1164

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. Bid Opening For HMA Pavement - Grade And New, On 510th Ave., From Prairie Ridge Dr.
N 0.2 Miles (L-F17-73-85)

Department Submitting Engineer

7. Consideration Of Proclamation Recognizing June 2025 As LGBTQIA+ Pride Month

Department Submitting Board of Supervisors

Documents:

PRIDE MONTH.PDF

8. AGENCY REPORTS:

- I. ACCESS Annual American Rescue Plan Act (ARPA) Report - Lisa Diggs, Interim
Director

Department Submitting Board of Supervisors

II. Nevada Food At First Annual American Rescue Plan Act (ARPA) Report - Barb Mittman

Department Submitting Board of Supervisors

9. CONSIDERATION OF MINUTES:

I. 5/27/25 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

11. CONSIDERATION OF CLAIMS:

I. 6/5/25 Claims

Department Submitting Auditor

Documents:

CLAIMS 060525.PDF

12. 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 Licensing Agreement Between Ergometrics And Story County Effective 06/07/2025 Not To Exceed \$750

Department Submitting Sheriff

Documents:

ERGOMETRICS.PDF

II. Consideration Of Renewal Class C Retail Alcohol License For Ballard Golf & Country Club, 30608 N Hwy 69, Huxley, Effective 7/12/25-7/11/26 Including Outdoor Service

Department Submitting Auditor

Documents:

BALLARD.PDF

III. Consideration Of Story County Logo Use Request From Tip Top Lounge Of Ames, Iowa

Department Submitting Board of Supervisors

Documents:

MEMO.PDF
APPLICATION REQUEST.PDF

IV. Consideration Of Iowa Byrne Justice Grant (JAG) Program Awarding Story County
\$34,965 Effective 7/1/25 - 6/30/26

Department Submitting Sheriff

Documents:

ODCP BYRNE JAG.PDF

V. Consideration Of Appointments Of Nicolas Briseno To The Commission Of Veteran
Affairs For A Three Year Term Ending 6/30/2028 And Luke Vance For A Three Year
Term Ending 6/30/2028

Department Submitting Board of Supervisors

Documents:

NICOLAS BRISENO COMMVA.PDF
LUKE VANCE COMMVA.PDF

VI. Consideration Of Request From Youth And Shelter Services To Transfer \$17,000 From
Substance Use Disorder Outpatient Treatment To Community Youth Development FY25
Contract

Department Submitting Board of Supervisors

Documents:

YSS AMEND FY25.PDF

VII. Consideration Of Agreement Between Central Iowa Expo, Inc And Story County For
September 2025 Story County Sheriff's Office Training Dates For \$600.00

Department Submitting Sheriff

Documents:

28716.PDF

VIII. Consideration Of Water User's Membership Agreement With Iowa Regional Utilities
Association For Water Connection At The Sheriff Rangehouse For \$2,000.00

Department Submitting Facilities Management

Documents:

RANGEHOUSE WATER CONNECTION AGREEMENT.PDF

IX. Consideration Of Final Pay Voucher For Manatt's, Inc For HMA Resurfacing Project

#FM-C085(181)-55-85

Department Submitting Engineer

Documents:

FPV 181 MANATTS.PDF

- X. Consideration Of Final Pay Voucher For Manatt's, Inc For HMA Resurfacing Project #FM-C085(183)-55-85

Department Submitting Engineer

Documents:

FPV 183 MANATTS.PDF

- XI. Acknowledgement Of Contract Between OCV, LLC And Story County, Initial Set Up Fee Effective 6/1/2025 - 5/31/28 For \$24,754.00 (Unbudgeted)

Department Submitting Sheriff

Documents:

OCV.PDF
ACKNOWLEDGMENT UNBUDGETED.PDF

- XII. Consideration Of Facilities Management Quarterly Report

Department Submitting Auditor

Documents:

FMGT QRTR RPRT.PDF

- XIII. Consideration Of FY26 Provider And Program Participation Agreement With Camp Fire Heart Of Iowa Effective 7/1/25-6/30/26;
Camp Fire Heart of Iowa - Out of School Program (Not to exceed \$6,000) 1 Partial Day (3 hrs)/\$69.70

Department Submitting Board of Supervisors

Documents:

CAMPFIRE FY26.PDF

- XIV. Consideration Of FY26 Provider And Program Participation Agreement With Good Neighbor Emergency Assistance, Inc. Effective 7/1/25-6/30/26;
Good Neighbor Emergency Assistance, Inc. - Service Coordination - Navigator (Not to exceed \$2,516) 1 Client Hour/\$69.56; Emergency Assistance for Basic Needs - Food Voucher (Not to exceed \$10,350) 1 Client Contact/\$116.85

Department Submitting Board of Supervisors

Documents:

GNEA FY26.PDF

- XV. Consideration Of FY26 Provider And Program Participation Agreement With Heart Of Iowa Transit Agency Effective 7/1/25-6/30/26;
Heart of Iowa Transit Agency - Transportation - City of Ames Funds are Sequestered (Not to exceed \$13,000) One Way Trip/\$21.30; Transportation - Story County Funds are Sequestered (Not to exceed \$115,000) One Way Trip/\$152.90

Department Submitting Board of Supervisors

Documents:

HIRTA FY26.PDF

- XVI. Consideration Of FY26 Provider And Program Participation Agreement With Prairie Flower Children's Center Effective 7/1/25-6/30/26;
Prairie Flower Children's Center - Day Care - Children (Not to exceed \$3,808) 1 Full Day/\$75.19; Day Care - School Age (Not to exceed \$3,982) 1 Partial Day/\$31.73

Department Submitting Board of Supervisors

Documents:

PFCC FY26.PDF

- XVII. Consideration Of FY26 Provider And Program Participation Agreement With Story Time Child Care Center Effective 7/1/25-6/30/26;
Story Time Child Care Center - Day Care - Infant (Not to exceed \$2,070) 1 Full Day/\$6.12; Day Care - Children (Not to exceed \$66,930) 1 Full Day/\$37.70

Department Submitting Board of Supervisors

Documents:

STCC FY26.PDF

- XVIII. Consideration Of FY26 Provider And Program Participation Agreement With Youth And Shelter Services Effective 7/1/25-6/30/26;
Youth and Shelter Services - Transitional Living Services (Not to exceed \$60,000) 1 Day/\$133.50; Employment Assistance for Youth (Not to exceed \$13,126) 1 Staff Hour/\$108.97; Substance Use Disorder/Outpatient Treatment (Not to exceed \$2,000) 1 Client Hour/\$243.20; Public Education/Awareness (Not to exceed \$110,480) 1 Staff Hour/\$191.73; Youth Development/Social Adjustment - Community Youth Development (Not to exceed \$37,273) 1 Client Contact/Day/\$62.20; Youth Development/Social Adjustment - Mentoring (Not to exceed \$46,336) 1 Client Contact/Day/\$124.41; Out of School Program (Not to exceed \$22,070) 1 Partial Day (3 hrs)/\$15.37; Service Coordination (Not to exceed \$5,000) 1 Client Hour/\$74.48; Daycare/School Age - Kids Club (Not to exceed \$74,010) 1 Partial Day/\$23.28; Out of School Program Local Option (Not to exceed \$972) 1 Partial Day (3 hrs)/\$15.37; Daycare/School Age - Kids Club Local Option (Not to exceed \$5,000) 1 Partial Day/

\$23.28

Department Submitting Board of Supervisors

Documents:

YSS FY26.PDF

- XIX. Consideration Of Amendment No. 1 To The Fiscal Agent Agreement Between Story County And Collaborative Individual And Community Supports (Formerly Known As Central Iowa Community Services, CICS) Effective 6/30/25 - 12/31/25

Department Submitting Auditor

Documents:

CICS.PDF

- XX. Consideration Of Utility Permit #25-8306, #25-8312
Consent

Department Submitting Engineer

Documents:

UT 25 8306.PDF
UT 25 8312.PDF

13. PUBLIC HEARING ITEMS:

14. ADDITIONAL ITEMS:

- I. Discussion And Consideration On The Disaster Recovery Management Site Plan - Jeff Phillips And Marcus Amman

Department Submitting Board of Supervisors

Documents:

AGENDA DRMSP FINAL.PDF

- II. Discussion And Consideration Of Resolution #25-94, For The Voluntary Annexation To The City Of Ames For Properties Under The Ownership Of Ophir Investments, LLC - Leanne Harter

Department Submitting Planning and Development

Documents:

RESOLUTION 25 94.PDF
STAFF MEMO.PDF

15. DEPARTMENTAL REPORTS:

16. OTHER REPORTS:

17. UPCOMING AGENDA ITEMS:

18. 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.

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

20. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

6/3/25

NAME

AGENCY

Brody Proctor
Melissa Spencer
DARREN MORN
Joby Brogden
Crystal Davis
Jiff Phillips
Tyler Sparks
Brod Karsten
Sandra Kup
Lisa Dugis
Karas Amman
Bans Mittman
Terri Holmes
Constance Toresdale
Greg Pitkapan

Manatts
SCEMA
ENB.
SCFM
BOS
SCS Engineers
Story County Engineers
Inroads LLC.
BOS
ACCESS
P&D
Nerman Food at First
Facilities/DEIB
Sheriff's Office
Alliance

Story County Local Letting

6/3/2025 10:00 AM

L-F17--73-85

ENGINEER'S ESTIMATE - \$121,686.80

Formal Bids (Bid Security: \$6,250.00)

Name	Address	Amount
GRIMES ASPHALT AND PAVING CORPORATION	5550 NE 22ND STREET DES MOINES, IA 50316	
INROADS, LLC. <i>bid board</i>	4761 NE 20TH LANE DES MOINES, IA 50313	<i>128,389.38</i>
MANATT'S, INC. <i>bid board</i>	1775 OLD HIGHWAY 6 BROOKLYN, IA 52211-0535	<i>107,111.00</i>

PROCLAMATION
LGBTQIA+ Pride Month

June 2025

WHEREAS, Individuals who identify as Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual and their allies celebrate LGBTQIA Pride Month Nationwide each year in the month of June; and

WHEREAS, this month was chosen to commemorate the events that took place 56 years ago at the Stonewall Inn in Manhattan, New York, on June 28, 1969, and is often viewed as the beginning of the modern LGBTQIA+ rights movement; and

WHEREAS, it is important during this month to take the time to reflect on the LGBTQIA+ rights movement; and

WHEREAS, Individuals who identify in the LGBTQIA+ community in the United States, the State of Iowa, and Story County have made, and continue to make, vital contributions to the world in every aspect; and

WHEREAS, LGBTQIA+ Americans have achieved significant milestones, ensuring that future generations of people in the United States will enjoy a more equal and just society;

WHEREAS, We will continue to advocate for protections for all LGBTQIA+ individuals to make our county a place where all people, regardless of their sexual orientation, gender identity, or gender expression, are treated with dignity and respect;

NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim **June 2025** as **LGBTQIA+ Pride Month** in Story County and encourage citizens to inspire equity, create alliances, celebrate diversity, and establish safe environments in our schools and communities throughout the County.



SIGNATURE

6-3-25

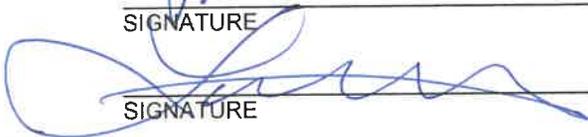
DATE



SIGNATURE

6/3/25

DATE



SIGNATURE

6/3/25

DATE



Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Lisa Heddens

Principal Signer

2-3-25

Date

Lisa Heddens

Signature

Story County Board of Supervisors, Chair

Title

Story County Sheriff's Office

Agency Name

1315 S B Avenue

Physical Address

Nevada

City

Iowa

State

50201

Zip

(515)382-7458

Telephone

ctoresdahl@storycountyiowa.gov

Email

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Micah Andersen

Authorized Contact

Assistant Jail Administrator

Title

(515)382-7532

Telephone

mandersen@storycountyiowa.gov

Email

Constance Toresdahl

Authorized Contact

Administration Commander

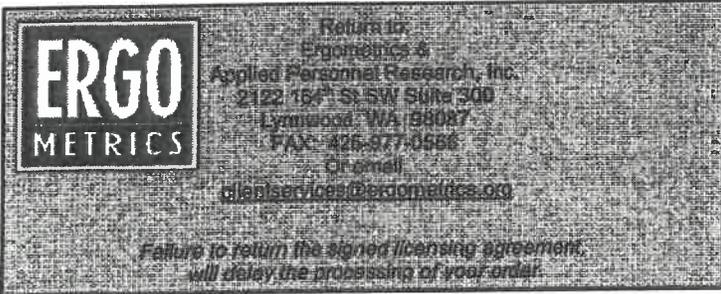
Title

(515)382-7458

Telephone

ctoresdahl@storycountyiowa.gov

Email



For Office use only:

Product: _____

License Type: _____

Highrise: _____

Exam HQ: _____

Notes: _____



Ergometrics &
Applied Personnel Research, Inc

Story County Sheriff's Office
Licensing Agreement
Attachment A

Pricing

Per Applicant License:
REACT Testing One Time Setup Fee \$
Applicants @ \$30 each \$750
(\$150 minimum order)

**cost may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

Term of Agreement

The service agreement will begin and end on the following dates:

Start Date	End Date
6/7/2025	7/19/2025

All testing materials must be returned by the due date listed above. Materials **MUST** be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a \$25 late fee for every 15 days overdue. Any lost test materials must have the incident documented on company letterhead and will be subject to lost fees.

Per Applicant Test Licensing Agreement

1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

- a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.
- b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.
- c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.
- d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.
- e. Cell phones and electronic devices are not allowed in the test administrations.
- f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.
- g. Any testing materials shipped must use a form of registered

service with tracking number and signature for delivery.

- h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro-rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law

This Agreement is governed by the laws of the State of Washington.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Ballard Golf & Country Club	Ballard Golf & Country Club	(515) 597-2266		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
30608 N Hwy 69		Huxley	Story	50124-0000
MAILING ADDRESS	CITY	STATE	ZIP	
PO Box 190	Huxley	Iowa	50124-0000	

Contact Person

NAME	PHONE	EMAIL
Matt Gatchel	(515) 597-2266	manager@ballardgolf.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0018284	Class C Retail Alcohol License	12 Month	Active

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 12, 2024 <i>2025</i>	July 11, 2025 <i>2026</i>	

SUB-PERMITS
Class C Retail Alcohol License

PRIVILEGES
Outdoor Service

APPROVED **DENIED**

Board Member Initials: AKH

Meeting Date: 6-3-25

Follow-up action: _____



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Adam Christiansen	Huxley	Iowa	50124	Vice-President	0.00	Yes
Gregory Ploeger	Huxley	Iowa	50124	Treasurer	0.00	Yes
Elliott Josephson	Huxley	Iowa	50124	Secretary	0.00	Yes
Matt Gatchel	Huxley	Iowa	50124	President	0.00	Yes
Matthew Todd	Ankeny	Iowa	50021	manager	0.00	Yes
Matt Mikkelsen	Huxley	Iowa	50124-0000			

Insurance Company Information

INSURANCE COMPANY

Nationwide Insurance Company

POLICY EFFECTIVE DATE

July 12, 2024

POLICY EXPIRATION DATE

July 12, 2025



State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



Iowa Department of Public Safety

Kim Reynolds
Governor
Chris Cournoyer
Lt. Governor

Stephan K. Bayens
Commissioner

MEMO

May 22, 2025

To: ODCP Grant Award Recipients
From: Dennis Wiggins
Re: Byrne JAG/SCIP/PSN/RSAT Grant Contract Conditions & Certifications

Congratulations on your SFY 2026 grant award from the Office of Drug Control Policy (ODCP). Important information to help you get started with the grant follows.

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

- Contract Page & Special Conditions
- Standard Grant Conditions & Certified Assurances

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

Standard Grant Conditions and Certifications are the rules/conditions of the grant programs, and as a grant recipient you must agree to comply with them.

Please have the grant Contract page and the Standard Conditions & Certified Assurances forms signed via DocuSign. If your budget includes contract services, the contracting agency must also sign the Standard Conditions & Certified Assurances forms. You identified the Project Director and Legal Applicant in your grant application. Contact Dennis Wiggins if either of the signatories have changed.

Completed contract materials must be returned to ODCP via DocuSign by July 1, 2025.

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

As a reminder, the contract period for this award is July 1, 2025 – June 30, 2026, do not obligate grant funding prior to the contract start date.

Questions regarding the grant program, including the use of the electronic grant management system should be directed to Dennis Wiggins at 515-805-4141 or dennis.wiggins@iowa.gov.

Congratulations again on your grant award.

Byrne Justice Assistance Grant (JAG) Program
 Department of Public Safety, Office of Drug Control Policy
 Pape State Office Bldg., 5th Floor
 215 E. 7th Street, Des Moines, Iowa 50319
 CFDA #16.738

Grantee: Story County Sheriff's Office	Grant #23-JAG-601057 Grant Period: July 1, 2025 - June 30, 2026 <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Federal:</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">34,965</td> </tr> <tr> <td>Match:</td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">34,965</td> </tr> </table>	Federal:	\$		34,965	Match:	\$		0	Total:	\$		34,965
Federal:	\$		34,965										
Match:	\$		0										
Total:	\$		34,965										

ODCP Contact:
 Dennis Wiggins (515) 805-4141

Program Director: Nicholas Hochberger	Legal Applicant:
--	------------------

This grant is subject to the terms and conditions of the grant program legislation, solicitation, and stipulations noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or State statutory or regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform the functions described in the application for this grant award for the purpose stated. This grant consists of the application, grant award notice, budget documents, standard grant conditions, reporting forms, and all approved grant revision documents.

All parties to this grant award acknowledge that this contract, and the terms, conditions, and availability of continued funding are subject to future communications and guidance from DOJ. All parties acknowledge that they have fully read and understand this contract and agree to abide by the terms set forth within.

SPECIAL CONDITIONS

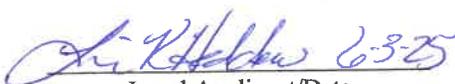
This award is for grant funding that originates from the United States Department of Justice, Bureau of Justice Assistance, and is administered by the Iowa Department of Public Safety, Office of Drug Control Policy (ODCP). To continue program activities designed to maintain public safety services, ODCP has determined that it will proceed with this contract. ODCP anticipates new grant guidance may be issued in 2025 to reflect DOJ's revised policies and priorities. New DOJ guidance could impact terms, conditions, and availability of funding for executed contracts. ODCP will share new grant conditions, guidance, and requirements with all grantees as they become available. In some instances, executed grant contracts may be revised or cancelled.

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

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

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

SIGNATURES/DATES

_____ Project Director/Date	 _____ Legal Applicant/Date	_____ ODCP Administrator/Date
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**Iowa Department of Public Safety
Office of Drug Control Policy (ODCP)**

Standard Grant Conditions & Certified Assurances

Revised May 2025

Table of Contents

1. General.....	3
2. Definitions	3
3. Accountability for All Grantees	3
4. Additional Guidance for Nonprofit Organizations	3
5. Accounts and Records.....	4
6. Cash and In-Kind Match	4
7. Non-Supplanting Requirement	5
8. Program Income.....	5
9. Subcontracting	5
10. Unreasonable Restrictions on Competition Under the Award	5
11. Property and Equipment.....	5
12. Computer Systems	6
13. Travel.....	6
14. Payments.....	7
15. Reporting.....	7
16. Audit Requirement for Private or Non-Profit Entities	7
17. Audits	7
18. Monitoring and Evaluation.....	8
19. Changes in the Program	8
20. Copyrights	8
21. Federal Omnibus Crime Control and Safe Streets Act	9
22. Applicability of Part 200 Uniform Requirements and Compliance with DOJ Grants Financial Guide.....	9
23. Federal Funds Acknowledgment.....	9
24. Release of Information and Confidentiality of Records	9
25. Protection of Human Research Subjects.....	9
26. Conflict of Interest	10
27. Report Misuses of Funds.....	10
28. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters	10
29. Drug Free Workplace	10
30. Americans With Disabilities Act	11
31. Limited English Proficiency.....	11
32. Nondiscrimination/Equal Employment Opportunity Program	11
33. Advanced Determination of Suitability Required for Individuals Who May Interact with Minors	12
34. Equal Treatment for Faith Based Organizations	15

35. Lobbying Restrictions	15
36. Immigration and Naturalization Service.....	15
37. Sanctuary Jurisdiction (Iowa Code)	15
38. Enforcement of State, Local, and Municipal Laws (Iowa Code)	15
39. Forensic Genealogy Testing	16
40. Facial Recognition Technology Policies	16
41. DNA Testing of Evidentiary Materials	16
42. Liability	16
43. Drug Task Force	16
44. Drug Task Force Training.....	16
45. Required Data on Law Enforcement Agency Training.....	17
46. Safe Policing and Law Enforcement	17
47. Use of Force Training Metrics	17
48. NEPA Clandestine Methamphetamine Laboratories	17
49. System for Award Management (SAM) and Universal Entity Identifier (UEI) Registration	18
50. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions.....	18
51. Recipient Integrity and Performance	18
52. Disclosure of “High Risk” Designation by Federal Agency	18
53. Breach of Personally Identifiable Information	18
54. Submission of Eligible Records Relevant to the National Instant Background Check System	19
55. Withholding of Support, Suspension, and Termination	19
56. Indemnification	21
57. Warranties.....	22
58. Ownership of Deliverables	23
59. Status of Grantee	23
60. Choice of Law and Forum.....	23
61. Immunity from Liability.....	24
62. Compliance with Iowa Code Chapter 8F	24
63. Enhancement of Contractor Employee Whistleblower Protections	24
64. Confidentiality, IT Standards, and Security	24
65. Qualifications of Staff.....	25

1. General

Standard grant conditions and certified assurances, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant (JAG); Methamphetamine Hot Spots; Residential Substance Abuse Treatment (RSAT); Byrne Discretionary; Project Safe Neighborhoods (PSN); John R. Justice (JRJ); Drug Free Communities (DFC); Anti-Heroin Task Force; State Crisis Intervention Program (SCIP); Paul Coverdell Forensic Science; and any other grant administered by the ODCP involving federal or state funding.

The Grantee shall provide the necessary facilities, materials, services, and qualified personnel to perform and provide all the services set forth in the approved application and the letter of notification for the grant amount. The grant budget will be a basis for the Grantee's expenditure of the grant amount. Acceptance of the terms and conditions of the grant is indicated by the applicants' signatures on the grant contract, certifications, and by requesting and expending grant funds.

The Grantee shall abide by all applicable federal, state, and local laws, rules and regulations. The Grantee shall comply with all applicable U.S. Department of Justice (DOJ) grant award special conditions and provisions of the DOJ Financial Guide. The certified assurances and forms signed or submitted via www.iowagrants.gov by the Grantee in making application for grant funds are incorporated herein.

2. Definitions

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

3. Accountability for All Grantees

The Grantee shall promote effectiveness, efficiency, and accountability. The Grantee must serve the public in an ethical and transparent manner, including operating professionally, truthfully, fairly, and with integrity and accountability to uphold public trust. The ODCP reserves the right to verify the contents of the Grantee's application and any assertions, reporting, attestations, and submissions to the ODCP or any other governmental agency throughout the term of the grant. If the ODCP determines the Grantee has provided false, misleading, or inaccurate information to the ODCP or another governmental agency, grant funds may be withheld, suspended, or terminated.

4. Additional Guidance for Nonprofit Organizations

A nonprofit organization awarded a subcontract pursuant to section 9 of this document must be aware of and comply with applicable law and regulations. *The Iowa Principles and Practices for Charitable Nonprofit Excellence* should be used as a means of educating nonprofit organizations about

the laws and regulations with which they must comply and to provide guidance about appropriate operational practices and ethical conduct.

5. Accounts and Records

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

6. Cash and In-Kind Match

If cash or in-kind match is required, the match will be identified in the grant contract signed by the Grantee as well as in the approved budget. If cash match is included in the approved budget, the Grantee must be able to demonstrate that the match is from a new appropriation or from existing resources which were not intended for the stated program purpose.

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

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

- a. Local and state appropriations.
- b. Funds contributed from private sources.
- c. Federal funds from the Housing and Community Development Act of 1974, the Appalachian Regional Development Act, or General Revenue Sharing.
- d. Salaries of existing personnel who are transferred to grant activities, if the original positions are filled with new personnel.

- e. Asset forfeiture funds resulting from state or federal court action per applicable state and federal guidelines.
- f. Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award.
- g. Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions on Tribal lands.
- h. Funds otherwise authorized by law.

7. Non-Supplanting Requirement

Federal funds must be used to supplement existing funds for program activities and not replace those funds which have been appropriated for the same purpose. The Grantee may not reduce non-federal resources due to the receipt or expected receipt of federal funds. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Grantee will be required to supply documentation demonstrating compliance.

8. Program Income

Program income means gross income earned by the Grantee during the grant period as a direct result of the grant award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project. Program income shall be accounted for and used for any purpose that furthers the objectives of the legislation under which the award was made. Program income earnings and expenditures must be reported with claims for reimbursement and must be used in accordance with the provisions of 2 CFR Part 200, Uniform Administrative Requirements.

9. Subcontracting

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by the ODCP, except for subcontracts under \$1,500. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor and the contract policies and requirements. Full and open competition is required unless specific advanced approval is obtained to use a noncompetitive approach in contracting for a good or service. All grant-related certifications and conditions agreed upon by the applicant agency shall be passed on to subcontracted agencies. Subcontractors shall complete the Standard Grant Conditions and Assurances Certification.

10. Unreasonable Restrictions on Competition Under the Award

Consistent with DOJ Part 200 Uniform Requirements, including as described in 2 CFR 200.300 and 200.319(a), no Grantee or subrecipient at any tier may, in any procurement transaction, discriminate against any person or entity on the basis of such person or entity's status as an associate of the federal government or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate, except as expressly set out in 2 CFR 200.319(a) or as specifically authorized by DOJ. The Grantee monitoring responsibilities include monitoring of subrecipient compliance with this condition.

11. Property and Equipment

Iowa Administrative Code and DOJ's Financial Guide prescribe property rules and regulations. The Grantee shall develop procedures to assure competitive acquisition of approved purchases.

- a. **Definition of Equipment:** Tangible personal property including information technology systems having a useful life of more than one year and a per-unit acquisition cost of \$10,000 or greater, or the Grantee's capitalization policy if it is less than \$10,000. If the Grantee does not have a capitalization policy in place, the federal policy amount of \$10,000 must be followed. The Grantee's records system may include items of equipment in addition to those defined above.
- b. The Grantee shall maintain property records, inventory control, and maintenance procedures for all non-expendable property purchased all or in part with grant funds. An inventory report form must be completed and submitted with the last project report to the ODCP. Procedures for managing equipment, including replacement equipment, whether acquired in whole or in part with project funds, will contain records which include a minimum of the following:
 - i. Description of the property.
 - ii. Serial number or other identification number.
 - iii. Source of the property.
 - iv. Identification of who holds the title.
 - v. Acquisition date.
 - vi. Cost of the property.
 - vii. Location of the property.
 - viii. Disposition data including the date of disposal and sale price.
- c. **Title of Property:** Notwithstanding any other provision of law, title to all expendable and nonexpendable property purchased with grant funds shall vest in the agency that purchased the property if it certifies to the ODCP that it will use the property for the purposes outlined in the grant application. If such certification is not made, title to the property shall vest in the State of Iowa, which shall seek to have the property used for program related purposes elsewhere in the state prior to using it or disposing of it in any other manner.
- d. **Use of Property:** The Grantee may use property acquired in whole or in part with federal funds for the authorized purpose of the original grant as long as needed, even if the program or project is no longer supported by federal funds.

12. Computer Systems

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

13. Travel

Only travel specifically identified in the grant application and budget is approved for reimbursement by the ODCP. Requests for training and travel not identified and approved in the application and grant budget requires prior approval by ODCP and must be submitted to the ODCP in writing.

The Grantee shall follow State of Iowa travel policies. State of Iowa travel guidelines will apply to all subrecipient travel costs including meals, lodging, airfare, parking, ground transportation, rental car, and all other expenses. There may be exceptions to the lodging rates when staying at the facility hosting the event. If the event location rate exceeds the rate listed above, the Grantee must contact ODCP to receive approval prior to travel. Grantees are encouraged to contact ODCP with questions regarding travel reimbursement rates and processes.

In-state meal reimbursement includes a per diem rate of \$37, with a maximum of 75% allowed on the first and last days of travel. In-state lodging is limited to \$80.00 plus taxes. State policy requires

lodging providers to participate in Human Trafficking Prevention Training and be listed on the state's Certified Locations List.

Out-of-state meal rates are determined by City Level. City levels can be found on the State of Iowa DAS website. Out-of-state lodging limits are defined by the federal travel regulations (FTR).

14. Payments

Expenditure reimbursement shall be made on program cash expenditures included in the grant budget upon the receipt and acceptance by the ODCP of a properly completed and authorized claim that includes proper supporting documentation. Payments may be adjusted by ODCP to correct disallowances. Reimbursement may be withheld if the Grantee is delinquent in program reporting or if the Grantee fails to meet any contract condition.

15. Reporting

- a. Claims for Reimbursement: Completed online at www.iowagrants.gov. Due by the 23rd day of each month following the month in which expenses were incurred. Projects in good standing may elect to submit on a quarterly basis. Final Payment shall be requested within 23 days of the end of the grant performance period.
- b. Quarterly Progress Reports: Completed online at www.iowagrants.gov. Due quarterly by October 23rd, January 23rd, April 23rd, and July 23rd.
- c. Inventory Report Form: Equipment purchased all or in part with grant funds must be listed on the inventory report form completed online at www.iowagrants.gov within 30 days from the end of the grant performance period.

16. Audit Requirement for Private or Non-Profit Entities

Private or non-profit entities that spend \$1,000,000 or more in federal funding during the entity's fiscal year is required to have a single or program-specific audit conducted that that year in accordance with 2 CFR Part 200 Subpart F. The audit must be conducted in accordance with the most current Government Auditing Standards.

17. Audits

Grantees are required to permit access to their records and financial statements as necessary to comply with 2 CFR Part 200 Subpart F and Iowa Code Chapter 11.

Non-federal entities that expend \$1,000,000 or more in federal funds from all sources including pass-through subawards during the entity's fiscal year shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F.

Non-federal entities that expend less than \$1,000,000 in federal awards in a fiscal year are exempt from audit requirements for that year. Records must be available for review or audit by appropriate officials including the federal agency, pass-through entity, and General Accounting Office.

Audit reports must be submitted to the Federal Audit Clearinghouse or the ODCP no later than nine months after the close of each fiscal year during the term of the award. Grantees shall comply with any audit resolution activities as directed by the auditor and/or the ODCP.

Audit costs for audits not required or performed in accordance with 2 CFR Part 200 Subpart F are not allowable. If the Grantee did not expend \$1,000,000 or more in federal funds in its fiscal year audit costs may not be charged to the grant.

18. Monitoring and Evaluation

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

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

19. Changes in the Program

- a. **Changes in Service:** Changes in types of services provided by the Grantee as agreed to in the application and award require prior approval by the ODCP. Discontinuation or modification of a service without prior approval may result in a decrease in funding or termination of the grant.
- b. **Changes in Location:** The Grantee shall notify the ODCP of any change in location from the submitted application, including relocation, addition, or deletion, within 72 hours of the change.
- c. **Changes in Program Director or Other Personnel:** When there is a change from the submitted application in the program director or any other personnel supported by the grant, the ODCP must be notified. The Grantee is responsible for written notification of each action to the ODCP within 72 hours.
- d. **Change in Legal Applicant/Grantee:** This grant shall not be assigned, transferred, or conveyed in whole or in part by the Grantee to any third party without prior written approval from the ODCP. A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one entity to another. A change of Grantee must be approved in advance by the ODCP. The ODCP reserves the right to decline to contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project and a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by the ODCP prior to the date of transfer.
- e. **Change in Budget:** Because budget line-item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget revision requests must be submitted to and approved by the ODCP prior to the revised expenditure of funds. The ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested via www.iowagrants.gov by the legal applicant or the Project Director, who must certify that the change in budget does not constitute a change in the goals or objectives of the program.

20. Copyrights

The DOJ, the State of Iowa, and the ODCP reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the copyright in any work

developed under a grant or contract under a grant or subgrant and any rights of copyright to which Grantee or contractor purchases ownership with grant support.

21. Federal Omnibus Crime Control and Safe Streets Act

The Grantee shall comply with the Omnibus Crime Control and Safe Streets Act of 1968, as amended. The Grantee certifies that all the information presented is correct. The Grantee will comply with the provisions of the Act and all other federal laws, regulations, and guidelines.

22. Applicability of Part 200 Uniform Requirements and Compliance with DOJ Grants Financial Guide

The Grantee shall comply with the Uniform Administrative Requirements in 2 CFR Part 200 as adopted and supplemented by the DOJ in 2 CFR Part 2800, and the most current edition of the DOJ Grants Financial Guide.

23. Federal Funds Acknowledgment

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

Any written, visual, or audio publication (excluding press releases, newsletters, and issue analyses) whether published at the expense of the Grantee or of the grant, shall contain the following statement: "This project was supported by Grant No.____, awarded by the Office of Drug Control Policy, with federal funding received through the U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or the Office of Drug Control Policy."

24. Release of Information and Confidentiality of Records

- a. Release of Public Grant Information: The Grantee is required to make available all records, papers, and other documents kept by the Grantee relating to the receipt and disposition of any funds, if requested by any member of the public. All such records shall be available except when access to the records is limited by federal or state confidentiality regulations. The intended use of such information will not be a criterion for release.
- b. Confidentiality of Records: The Grantee shall maintain the confidentiality of all confidential records related to this grant in accordance with federal and state laws. Privacy rights of parents and students apply to this program. Grantee policies and procedures shall provide that records of the identity, diagnosis, prognosis, or treatment of any client which are maintained in connection with the performance of the grant be kept confidential and be used only for the purposes and circumstances expressly authorized under the federal confidentiality regulations 42 CFR part 2 and Iowa Code Chapter 22.7. The Grantee shall comply with all requirements of 42 U.S.C. 3789g and 28 CFR part 22 that are applicable to the collection, use, and revelation of data or information.

25. Protection of Human Research Subjects

The Grantee and any subrecipient at any tier shall comply with the requirements of 28 CFR Part 46 and all DOJ policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval and subject informed consent, if applicable.

26. Conflict of Interest

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

27. Report Misuses of Funds

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

28. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

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

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

In accepting this award, the Grantee certifies that it neither requires, nor has required, internal confidentiality agreements or statements from employees or contractors that prohibit or otherwise restrict, or purport to prohibit or restrict, employees or contractors from reporting waste, fraud, or abuse as described above. The Grantee further certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict, or purport to prohibit or restrict, reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the ODCP, and will resume or permit resumption of such obligations only if expressly authorized to do so by the ODCP.

29. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, 28 CFR Part 67 Subpart F, the Grantee certifies that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment under 28 CFR Part 67.

Each Grantee receiving an award from the ODCP shall certify that it will maintain a drug-free workplace, or in the case of a Grantee who is an individual, certify to the ODCP that the individual's performance of award activity will be drug-free. If a Grantee makes a false certification, the Grantee is subject to suspension, termination, and debarment. Grantees are required to report any conviction of their employees under a criminal drug statute for violations occurring on the Grantee's premises or off-premises while conducting official business. A report of a conviction must be made to the ODCP within ten days of receiving notice of such conviction.

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

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

30. Americans With Disabilities Act

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

31. Limited English Proficiency

The Grantee certifies that persons with limited English proficiency (LEP) have meaningful access to the services under this program. National origin discrimination includes discrimination based on LEP. To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The DOJ offers [Guidance for Grantees](#) to assist with compliance. Local interpreters and translators may be available through the [Iowa Interpreters and Translators Association](#).

32. Nondiscrimination/Equal Employment Opportunity Program

All grant recipients, including contractors, shall comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); Juvenile Justice Prevention Act of 1974 (34 U.S.C. § 11182(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973

(29 U.S.C. 794); Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 CFR pt. 42 (DOJ Regulations: Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38). Information about civil rights obligations of Grantees can be found at www.ojp.usdoj.gov/ocr.

- a. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the Grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, and the ODCP.
- b. The Grantee will provide an Equal Employment Opportunity Plan (EEO Plan) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Grantee agencies receiving less than \$25,000; Grantee agencies with less than 50 employees; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEO Plan requirement, but the Grantee is required to claim the exemption through OCR's [EEO Reporting Tool](#). Grantees required to submit an EEO Plan shall submit it directly to the OCR through the online EEO Reporting tool. A copy of the certification form shall also be submitted to the ODCP.
- c. In accordance with federal civil rights laws, the Grantee shall not retaliate against individuals for acting or participating in action to secure rights protected by these laws.
- d. All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act prohibits discrimination in employment because of a person's race, creed, color, sex, age, national origin, sexual orientation, disability, or religion.
- e. Grant recipients, if required, must make available, upon request, its Affirmative Action Program containing goals and time specifications.
- f. This contract may be suspended or terminated, in whole or in part, in the event of the Grant recipient's noncompliance with this section and the recipient may be declared ineligible for further contracts with the ODCP. Additionally, the ODCP may take further action by imposing other sanctions or invoking other remedies as provided by the Iowa Civil Rights Act of 1965 or as otherwise provided by law.
- g. The DOJ, Office for Civil Rights issued the [Advisory for Recipients](#) of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. The Grantee should consult counsel in reviewing their employment practices. The Grantee may also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans, if appropriate.

33. Advanced Determination of Suitability Required for Individuals Who May Interact with Minors

The Grantee and subrecipients at any tier may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the Grantee or subrecipient has first made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in this section, and taking into account the factors and considerations described herein.

- a. Definitions:
 - i. "Covered individual" means any individual, other than a participating minor as defined herein, or a client of the Grantee, who is expected, or reasonably likely, to interact with

- any participating minor, other than the individual's own minor children. A covered individual is not required to have a specific employment status or legal relationship with the Grantee. Such an individual can be an employee of a Grantee, but also may be a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.
- ii. "Participating minor" means any individuals under 18 years of age participating in grant funded activities.
 - iii. "Interaction" means any physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic or similar means. "Interaction" does not include:
 1. Brief contact that is both unexpected by the Grantee or subrecipient and unintentional on the part of the covered individual, such as might occur when a postal carrier delivers mail to an administrative office.
 2. Personally-accompanied contact that is infrequent or occasional contact in the presence of an accompanying adult, such as might occur by someone making a presentation, in pursuant to written policies and procedures of the Grantee or subrecipient that are designed to ensure that an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual throughout the contact.
 - iv. "Activities under the award" means, activities, whether paid for with federal funds from the award, matching funds, or program income, for the award including activities carried out under the award by the Grantee and actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.
 - v. "Current and appropriate information" means information including the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability, and information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the Grantee's written policies and procedures.
 1. Public sex offender and child abuse websites/registries: A search by current name and, if applicable, by any previous names or aliases, of the pertinent and reasonably accessible federal, state, local, and tribal sex offender and child abuse websites and public registries, including all of the following:
 - a. The Dru Sjodin National Sex Offender Public Website.
 - b. The website or public registry for each state, and tribe if applicable, in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years.
 - c. The website or public registry for each state, and tribe if applicable, in which the individual is expected to, or reasonably likely to, interact with a participating minor during activities under the award.
 2. Criminal history registries and similar repositories of criminal history records: For each individual at least 18 years of age who is a covered individual under this award, a fingerprint search (or, if the Grantee or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and any previous names and aliases) encompassing at least the time period beginning five calendar years preceding the date of the search request of pertinent state, local, and tribal criminal history registries including both:

- a. The criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years.
 - b. The criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor during activities under the award.
- b. Factors and considerations in determinations regarding suitability: In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the Grantee's or subrecipient's written policies and procedures, in determining suitability, the Grantee or subrecipient must consider the current and appropriate information described in this section. Unless applicable law precludes it, with respect to either an initial determination of suitability or a subsequent reexamination, the Grantee or subrecipient may not determine that a covered individual is suitable to interact with participating minors during activities under the award if the covered individual does any of the following:
 - i. Withholds consent to a criminal history search required by this condition.
 - ii. Knowingly made or makes a false statement that affects, or is intended to affect, any search required by this condition.
 - iii. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website.
 - iv. To the knowledge of the Grantee, has been convicted of a felony or misdemeanor under federal, state, tribal, or local law of any of the following crimes or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law:
 1. Sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense.
 2. Rape or sexual assault, including conspiracy to commit rape/sexual assault.
 3. Sexual exploitation, such as through child pornography or sex trafficking.
 4. Kidnapping.
 5. Voyeurism.
 - v. Is determined by a federal, state, tribal, or local government agency not to be suitable.
- c. Administration:
 - i. The requirements of this condition are among those that must be included in any subaward at any tier and must be monitored. They apply as of the date of acceptance of the grant and throughout the remainder of the period of performance.
 - ii. The Grantee is to contact the ODCP with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
 - iii. Nothing in this condition shall be understood to authorize or require the Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.
- d. Updates and reexaminations:
 - i. The Grantee must update the searches described in this section, reexamine the covered individual's suitability determination considering those search results, and, if appropriate, modify or withdraw that determination, at least every five years.
 - ii. The Grantee also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.

34. Equal Treatment for Faith Based Organizations

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

35. Lobbying Restrictions

As required by section 1352, title 31, U.S. Code, the Grantee certifies that:

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

36. Immigration and Naturalization Service

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

37. Sanctuary Jurisdiction (Iowa Code)

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

38. Enforcement of State, Local, and Municipal Laws (Iowa Code)

The Grantee shall comply with the provisions of Iowa Code Chapter 27B, which applies to the enforcement of state, local, and municipal laws. Grantees who are found to be non-compliant with Iowa Code 27B are ineligible to receive funds through the ODCP.

39. Forensic Genealogy Testing

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy on Forensic Genealogical DNA Analysis and Searching, and must collect and report the metrics identified in Section IX of that document to ODCP.

40. Facial Recognition Technology Policies

The Grantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to ODCP upon request.

41. DNA Testing of Evidentiary Materials

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA laboratory with access to CODIS. Except for Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from ODCP. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA.

42. Liability

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

43. Drug Task Force

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

44. Drug Task Force Training

Each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When registering for the training, participants should use the preauthorization code QX6S4.

45. Required Data on Law Enforcement Agency Training

Any law enforcement agency receiving direct or sub-awarded funding from a Byrne-JAG award must submit accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

46. Safe Policing and Law Enforcement

Grants made to state, local, college, or university law enforcement agencies shall be certified by an approved independent credentialing body or have started the certification process regarding two mandatory conditions: the agency's use of force policies adhere to all applicable federal, state, and local laws; and the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

47. Use of Force Training Metrics

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

48. NEPA Clandestine Methamphetamine Laboratories

The Grantee certifies compliance with the provision of the National Environmental Policy Act (NEPA) relating to the identification, seizure, or closure of clandestine methamphetamine laboratory operations (meth lab operations). No federal monies from this award may be obligated to support addressing meth lab operations unless the grant recipient implements this section.

- a. The Grantee shall comply with federal, state, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from meth lab operations.
- b. The Grantee shall have a mitigation plan, as outlined in this section, that identifies and documents the processes and points of accountability with the state.
- c. The Grantee shall ensure compliance with the following mitigation measures:
 - i. Provide medical screening of personnel assigned or to be assigned by the Grantee to the seizure or closure of clandestine methamphetamine laboratories.
 - ii. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of meth lab operations.
 - iii. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment.
 - iv. Assign properly trained personnel to prepare a comprehensive contamination report on each seized or closed meth lab operation.
 - v. Utilize qualified disposal personnel to remove all chemicals, glassware, equipment, and contaminated materials and wastes from the site of each seized meth lab operation.
 - vi. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or at properly licensed recycling facilities if allowable.
 - vii. Monitor the transport, disposal, and recycling components to ensure compliance.
 - viii. Implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to evaluate the environmental condition at and around the site of the meth lab operation and coordinate with the responsible party or property owner to ensure that any residual contamination is remediated timely if determined necessary by the state environmental agency and in accordance with state or federal requirements.

- ix. Implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified persons who can respond to the potential health needs of any minor at the site, take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations, ensure immediate medical testing for methamphetamine toxicity, and arrange for any follow-up tests, examinations, or healthcare made necessary as a result of methamphetamine toxicity.
- x. Report all clandestine lab responses to the Iowa Division of Narcotics Enforcement using the appropriate EPIC report form.

49. System for Award Management (SAM) and Universal Entity Identifier (UEI) Registration

The Grantee shall register and provide the Office of Drug Control Policy a UEI Number. The Grantee shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

50. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

As required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, the Grantee certifies:

- a. Neither the Grantee nor its principals or any lower tier covered subrecipient are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the Grantee is unable to certify to any of the statements in the certification, the Grantee shall submit an explanation to the ODCP.
- c. The Grantee shall provide immediate written notice to the person to the ODCP if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

51. Recipient Integrity and Performance

The Grantee shall comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with, or connected to the performance of, this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the Federal System for Award Management (SAM), to the designated federal integrity and performance system (FAPIS). The details of recipient obligations regarding the required reporting and updating of information on certain civil, criminal, and administrative proceedings are posted on the [OJP website](#).

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

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

53. Breach of Personally Identifiable Information

The Grantee and any other participating agency supported by the award must have written procedures in place to respond in the event of an actual or imminent breach if it creates, collects, uses, processes,

stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) within the scope of a grant-funded program or activity, or uses or operates a federal information system (OMB Circular A-130). The Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Office of Drug Control Policy no later than 24 hours after an occurrence of an actual breach or the detection of an imminent breach. The ODCP will report the breach to the appropriate federal agency.

54. Submission of Eligible Records Relevant to the National Instant Background Check System

Consistent with federal statutes that pertain to firearms and background checks, including 18 U.S.C. 922 and 34 U.S.C. Ch. 409, if the Grantee or subgrantee at any tier uses this award to fund, in whole or in part, a project or program such as a law enforcement, prosecution, or court program that results in any court dispositions, information, or other records that are eligible records under federal or state law relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are eligible records under federal or state law relevant to the NICS, the recipient or subrecipient, must ensure that all such court dispositions, information, or other records that are eligible records under federal or state law relevant to the NICS, are promptly made available to the NICS or to the state database that is electronically available to and accessed by the NICS, and when appropriate, promptly update, correct, modify, or remove such NICS relevant eligible records. In the event of minor and transitory non-compliance, the Grantee may submit evidence to demonstrate diligent monitoring of compliance with this condition, including subrecipient compliance.

55. Withholding of Support, Suspension, and Termination

- a. **Withholding of support:** With ten (10) days written notice, the ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by Grantee and approved by the ODCP. Reasons may include, but are not limited to the following:
 - i. Delinquency in submitting required reports.
 - ii. Failure to provide adequate management of the funds.
 - iii. Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract.
 - iv. Failure to regularly coordinate the activities and services with other local providers funded by the ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.
- b. **Suspension:** When, as determined by the ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, the ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that the ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by the ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until the ODCP terminates the grant.
- c. **Termination for Cause:** The ODCP may terminate a grant in whole or in part any time before the date of completion if the ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, the ODCP must send written notice to the Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by the ODCP shall be made in accordance with the terms and conditions of this grant.
- d. **Termination on Other Grounds:** ODCP grants may be terminated in whole or in part as follows:

- i. By the ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- ii. By the Grantee. Sixty (60) days written notice to the ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
- iii. By the ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination.
- iv. By the ODCP in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever the ODCP determines that such termination is in the best interests of the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided and non-cancellable obligations incurred under this contract up to and including the date of termination.
- v. The ODCP may terminate this contract effective immediately without penalty and without advance notice for any of the following reasons:
 1. The Grantee furnished any statement, representation, warranty or certification in connection with this contract, the RFP or other solicitation document that is false, deceptive, or materially incorrect or incomplete.
 2. The Grantee or any of its officers, directors, employees, agents, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith.
 3. The Grantee terminates or suspends its business.
 4. The Grantee has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this contract.
 5. The ODCP determines or believes the Grantee has engaged in conduct that: (a) has or may expose the ODCP or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized.
 6. The Grantee knowingly infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Grantee misappropriates or allegedly misappropriates a trade secret.
 7. The Grantee fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this contract pertaining to confidentiality or privacy.
- e. Termination for Convenience. The ODCP may terminate this contract in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever, for any reason, the ODCP determines that such termination is in the best interests of the ODCP or the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this contract up to an including the date of termination.
- f. In the event of termination, the Grantee shall be reimbursed by the ODCP only for those allowable costs incurred or encumbered up to and including the termination date, subject to

the continued availability of funds to the ODCP. Upon receipt of notice of termination, the Grantee shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Grantee shall also immediately cease using and return to the ODCP any personal property, equipment, or materials provided by the ODCP to the Grantee and shall immediately return to the ODCP any payments made by the ODCP for services that were not rendered by the Grantee.

- g. In the event of termination, the Grantee agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, and reports. The Grantee shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Grantee fails to ensure a smooth transition of services to clients, the ODCP may, at its sole discretion, place the Grantee on its list of contractors barred from contracting with the ODCP and immediately terminate all other existing contracts between the ODCP and the Grantee. The Grantee shall cooperate in good faith with the ODCP and its employees, agents, and independent contractors during the transition period between the notification of termination and the substitution of any replacement provider.
- h. The ODCP shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the contract or extend beyond the date on which the contract terminates; any costs incurred by Grantee in its performance of the contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this contract; any taxes Grantee may owe in connection with the performance of this contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- i. The ODCP reserves all administrative, contractual, and legal remedies which are available if the Grantee violates or breaches the terms of this contract.

56. Indemnification

If the Grantee is a State agency or State of Iowa Regent Institution, this section does not apply. All other Grantees: The Grantee and its successors and assignees agree to indemnify and hold harmless the State of Iowa and the ODCP and its officers, employees, agents, and volunteers from any and all liabilities, damages, settlements, judgments, costs and expenses, including the reasonable value of time spent by the Attorney General's Office and the costs and expenses and reasonable attorney fees of other counsel required to defend the ODCP or the State of Iowa, related to or arising from any of the following:

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

- h. Any failure by the Grantee to adhere to the confidentiality provisions of this contract.

57. Warranties

The Grantee represents and warrants that:

- a. All deliverables shall be wholly original and prepared solely by the Grantee, or the Grantee owns, possesses, holds, and has secured all rights, permits, permissions, licenses, and authority necessary to provide the deliverables to the ODCP and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the ODCP hereunder or under any related license agreement without violating any rights of any third party.
- b. The Grantee has not previously and will not grant any rights in any deliverables to any third party that are inconsistent with the rights granted to the ODCP herein.
- c. The ODCP shall have all rights to hold, possess, use, and enjoy the deliverables without legal challenge, interference, or disruption.
- d. The deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such deliverables and the ODCP's use of and exercise of any rights with respect to the deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such deliverables, do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress, or other intellectual property right, proprietary right, or personal right of any third party.
- e. There is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret related to the deliverables. Grantee shall inform the ODCP in writing immediately upon becoming aware of any actual, potential or threatened claim of, or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Grantee shall, at the ODCP's request and at the Grantee's sole expense, procure for the ODCP the right or license to continue to use the deliverable at issue, replace the deliverable with a functionally equivalent or superior deliverable free of any such infringement, violation, or misappropriation, modify or replace the affected portion of the deliverable with a functionally equivalent or superior deliverable free of any such infringement, violation or misappropriation, or accept the return of the deliverable and refund to the ODCP all fees, charges, and any other amounts paid by the ODCP with respect to such deliverable.
- f. The Grantee agrees to indemnify, defend, protect and hold harmless the ODCP and the State and its officers, directors, employees, officials, and agents as provided in the Indemnification section of this contract, including for any breach of the representations and warranties made by Grantee in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the ODCP and shall survive termination of this contract. If the Grantee is a state agency or State of Iowa Regent Institution, this subsection does not apply.
- g. The deliverables, in whole and in part, shall be free from material deficiencies and meet, conform to, and operate in accordance with all specifications.
- h. All services under this contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and specifications of this contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a specification for the performance of any portion of this contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the ODCP notifies the Grantee of any services performed in violation of this standard, Grantee shall re-

perform the services at no cost to the ODCP, such that the services are rendered in the manner specified above, or if the Grantee is unable to perform the services as warranted, Grantee shall reimburse the ODCP any fees or compensation paid to Grantee for the unsatisfactory services.

- i. The deliverables will comply with any applicable federal, state, foreign, and local laws, rules, regulations, codes, and ordinances in effect during the term of this contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973 as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

58. Ownership of Deliverables

The Grantee certifies that:

- a. The State and the ODCP shall become the sole and exclusive owners of all deliverables.
- b. Grantee hereby irrevocably assigns, transfers and conveys to the State and the ODCP all right, title and interest in and to all deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto.
- c. The State and the ODCP shall acquire good and clear title to all deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Grantee or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Grantee.
- d. The Grantee and Grantee's employees, agents, contractors, subcontractors, subsidiaries, and affiliates shall not retain any property interests or other rights in and to the deliverables and shall not use any part of any deliverable for any purpose, without the prior written consent of the ODCP and the payment of royalties or other compensation the ODCP deems appropriate.
- e. Unless otherwise requested by ODCP, upon completion or termination of this contract, Grantee will immediately turn over to ODCP all deliverables not previously delivered to the ODCP, and no copies thereof shall be retained by Grantee or its employees, agents, subcontractors, or affiliates, without the prior written consent of the ODCP.
- f. To the extent any of Grantee's rights in any deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Grantee hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the deliverables.
- g. If the Grantee is a state agency or State of Iowa Regent Institution, the ODCP and the State of Iowa agree to provide to the Grantee a non-exclusive, royalty-free license to use the deliverables for its own research and educational purposes, for the purpose of complying with this grant, and for any purpose authorized or required by federal or state law.

59. Status of Grantee

If the Grantee is a state agency or State of Iowa Regent Institution, this section does not apply. All other Grantees: The Grantee shall always be deemed an independent contractor. The Grantee, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency or department of the State. The Grantee shall be responsible for withholding all taxes and shall hold the ODCP harmless for any claims for the same.

60. Choice of Law and Forum

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

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

61. Immunity from Liability

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

62. Compliance with Iowa Code Chapter 8F

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

63. Enhancement of Contractor Employee Whistleblower Protections

Under 41 U.S.C. 4712, employees of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment. The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants, contracts, subgrants, and subcontracts.

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

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

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

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

64. Confidentiality, IT Standards, and Security

- a. The Grantee will comply with and adhere to all State of Iowa Information Technology Standards and provide training to Grantee's employees and subcontractors concerning such standards, procedures, and protocols, as applicable.

- b. The Grantee will take all precautions and actions necessary to prevent unauthorized access to the ODCP's and the State's systems, networks, computers, property, records, data, and information, and to ensure that all the ODCP's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity, and availability.
- c. The Grantee agrees that it will not copy, reproduce, transmit, or remove any ODCP or State of Iowa information or data without the prior written consent of the ODCP.
- d. The Grantee agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the ODCP or the State because of any breach of this section or any breaches of security that are caused by any action or omission of Grantee or Grantee's employees, agents and subcontractors. Breaches of security include, but are not limited to:
 - i. Disclosure of confidential or sensitive information.
 - ii. Unauthorized access to ODCP or state systems.
 - iii. Illegal technology transfer.
 - iv. Sabotage or destruction of ODCP or state information or information systems.
 - v. Compromise or denial of ODCP or state information or information systems.
 - vi. Damage to or loss of ODCP or state information or information systems.
 - vii. Theft.
- e. The Grantee shall immediately report to the ODCP any such breach of security. In the event of a breach of this section or any breach of security as described herein, the ODCP may terminate this Agreement immediately without penalty or liability to the ODCP and the State and without affording the Grantee any opportunity to cure.

65. Qualifications of Staff

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

CIVIL RIGHTS REQUIREMENTS INFORMATION

Number of persons employed by the agency responsible for administering this grant: 90

Paul H. Fitzgerald, Story County Sheriff

Civil Rights Contact Person Name and Title

1315 S B Avenue
Nevada, Iowa 50201

Organization Name and Address

515-382-6566

Phone Number

DRUG-FREE WORKPLACE REQUIREMENTS INFORMATION

Place(s) of Performance: The Grantee shall provide the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):

1315 S B Avenue, Nevada, Iowa, 50201

Organization Name and Address

Alissa Wignall / Director of Internal Operations & Human Resources

Name and Title of Authorized Representative

Alissa Wignall 6/3/25
Signature and Date

Iowa Office of Drug Control Policy
Standard Grant Conditions and Assurances Certification

Legal Applicant & Program/Project Director

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

Lisa K Heddens
(Legal Applicant Name)

Lisa K Heddens 6-3-15
(Signature Legal Applicant) and (Date)

Nicholas Hochberger
(Program/Project Director Name)

(Signature Program/Project Director) and (Date)

Contract Services (If Applicable)

_____ (Contracting Agency) has entered into an agreement to provide services through a grant provided by the Office of Drug Control Policy.

The applicant agency has provided a copy of the standard grant conditions and certifications to the contracting agency. I have read, understand, and agree to abide by the Standard Grant Conditions and Certified Assurances for the Iowa Office of Drug Control Policy Grant Program.

(Contracting Agency Signing Authority Name)

(Signature Contracting Agency Signing Authority) and (Date)



NOTICE OF APPOINTMENT

PERSON APPOINTED: Nicolas Briseno

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Commission of Veteran Affairs

LENGTH OF TERM: 3 Years

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM:

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 7/1/25

DATE TERM EXPIRES: 6/30/28

APPROVED

DENIED

Board Member Initials: ZKH

Meeting Date: 6-3-25

Follow-up action: _____



NOTICE OF APPOINTMENT

PERSON APPOINTED: Luke Vance

BOARD COMMISSION OR COMMITTEE APPOINTED TO:
Commission of Veteran Affairs

LENGTH OF TERM: 3 Years

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM:

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 7/1/25

DATE TERM EXPIRES: 6/30/28

APPROVED

DENIED

Board Member Initials: AKH

Meeting Date: 6-3-25

Follow-up action: _____



STORY COUNTY BOARD OF SUPERVISORS

900 6th Street • Nevada, IA 50201
Phone: 515-382-7200 • Fax: 515-382-7206
Website: <https://www.storycountyiowa.gov>

June 3, 2025

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

RE: ASSET FY25 Contract Amendment – Youth and Shelter Services (YSS)

Dear Board of Supervisors,

Attached is a request from YSS to reallocate funds as indicated in the table below. The agency will not be able to draw down the allocated amount for the Substance Use Disorder Outpatient Treatment service and has requested funds to be reallocated as shown below:

Service	Reallocation	New Not to Exceed Amount
Substance Use Disorder Outpatient Treatment (original allocation: \$20,000)	- \$17,000	\$3,000
Community Youth Development (original allocation: \$36,519)	+ \$17,000	\$53,519

A letter from YSS is attached, along with a contract amendment reflecting this change. Approval is recommended.

Respectfully,

Sandra King
Director of External Operations and County Services

Attachments
Request from Youth and Shelter Services
Contract (2 copies)



May 14, 2025

Sandra King
Director of External
Operations & County
Services
900 Sixth Street
Nevada, IA 50201

Sandra,

We have reviewed the Story County ASSET funded programs that have funds remaining to be drawn down in the FY 2024/25 contract.

We would like to request a reallocation of our remaining funds in the following programs:

1. \$17,000 from 3.16 Substance Abuse/Co-Occurring Treatment to 1.07 Youth Development - We have seen a decrease in Story County outpatient clients that do not have insurance, so we have been unable to draw down all the Story County funds for this service. The Youth Development program has used all available Story County funds with additional units remaining.

Please let me know if you have additional questions.

Thank you,

Katie Ranney
YSS

**Story County
Provider and Program Participation Agreement
Amendment No. 1**

1. This amendment is entered into this 3rd day of June is by and between Story County and Youth and Shelter Services (Provider), parties to the original agreement effective 7/1/24 (effective date) .

2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

Amendment Effective 6/3/25

ATTACHMENT A

**SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2025**

Youth and Shelter Services

Service Description	Unit of Service	Rate
See Attachment A as revised	See Attachment A as revised	See Attachment A as revised

3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

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

STORY COUNTY:

By: 

Print Name: Lisa Heddens

Print Title: Chair, Story County Board of Supervisors

Date: 6-3-25

Youth and Shelter Services:

By: 

Print Name: Andrew Allen

Print Title: President & CEO

Date: 5/22/25

Amendment Effective 6/3/25

ATTACHMENT A

SERVICE DEFINITIONS AND RATES

FISCAL YEAR: 2025

Youth and Shelter Services

Youth and Shelter Services			
Service Description	Not to Exceed	Unit of Service	Rate
Youth Development/Social Adjustment-Community Youth Development	\$53,519	1 Client Contact/Day	\$58.98
Youth Development/Social Adjustment-Mentoring	\$43,905	1 Client Contact/Day	\$124.37
Employment Assistance for Youth-Pre-Employment Skills/Training	\$13,032	1 Staff Hour	\$93.81
Out of School Program-Summer Enrichment	\$21,289	1 Partial Day (3 Hours)	\$15.41
Out of School Program-Summer Enrichment Local Option	\$926	1 Partial Day (3 Hours)	\$15.41
Public Education/Awareness-combined	\$90,000	1 Staff Hour	\$181.23
Emergency Assistance For Basic Needs-Transitional Living	\$50,600	1 Day	\$72.70
Day Care-School Age (Kids Club)	\$73,192	1 Partial Day	\$23.89
Day Care-School Age (Kids Club) Local Option	\$5,150	1 Partial Day	\$23.89
Emergency Shelter-Rosedale	\$70,153	1 24 Hour Period of Food and Shelter	\$326.75
Service Coordination	\$5,000	1 Client Hour	\$60.00
Substance Use Disorder Outpatient Treatment	\$3,000	1 Client Hour	\$242.06



Central Iowa Expo
P.O. Box 28
1827 217th Street
Boone, IA 50036
P 515.432.3342

FACILITY RENTAL AGREEMENT

This agreement ("the Agreement"), is made as of this 14th day of May, 2025, by and between Central Iowa Expo, Inc. (the "Owner"), whose business address is 1827 217th Street, Boone, Iowa 50036, and Story County Sheriff Department (the "Renter") collectively, the "Parties". The parties agree as follows:

1. Site Rental

Owner hereby grants a limited and revocable license (the "License") to the Renter to use the following space (the "Space") on the Event Date(s) & during the hours specified under this agreement (Check all that apply):

- | | | | |
|-------------------------------------|-------------------------|-------------------------------------|----------------|
| <input type="checkbox"/> | Administration Building | <input checked="" type="checkbox"/> | SE Quadrant |
| <input checked="" type="checkbox"/> | NW Quadrant | <input type="checkbox"/> | West Bathrooms |
| <input checked="" type="checkbox"/> | SW Quadrant | <input type="checkbox"/> | East Bathrooms |
| <input checked="" type="checkbox"/> | NE Quadrant | <input type="checkbox"/> | Other _____ |

- Site will be restricted to designated areas due to Farm Progress Show vendors planting.

ADMINISTRATION BUILDING AND PARKING

Rental of the Administration Building includes the use of the meeting space, kitchen, restrooms, tables, and chairs. Parking is included as part of the License granted hereunder for the space contracted in Section 1, Space Rental.

2. Event

The Renter shall hold the following Event: Story County Sheriff Training on the date (s) of September 10, 16 and 22, 2025 between 8:00 AM, and 3:00 PM. Renter is authorized to use the Space to hold the Event, and for no other purpose.

3. Fees

Renter shall pay to Owner a total fee of \$600.00 (the "Fee"), for the use of the Space. Renter shall pay a security deposit as set forth in Section 4 below, and the balance of the Fee shall be invoiced upon conclusion of the Event. Disputed charges, if any, shall not be due and payable until resolved by the parties.

4. Security Deposit

Renter shall pay to Owner a security deposit of half the fee (the "Deposit"), upon the execution of this Agreement, no less than (60) sixty days prior to the event. The security deposit, or any portion thereof pending compliance with all requirements of this agreement, will be returned to Renter within two weeks following the event.

5. Utilities

Water and electric will be provided through current access points on the Owner's property as part of the License. As written in Case IH notation under utility expenses in agreement.

6. Force Majeure

Either party may terminate this Agreement without liability in the event its performance of any obligations hereunder is prevented or delayed by causes beyond its reasonable control, including but not limited to, fire, strikes or labor disputes, floods, acts of God, war, terrorism or threats thereof, civil disturbances, energy shortages, curtailment of transportation preventing 25% or more of attendees from attending the Event, or other similar causes ("Force Majeure Event"). If this Agreement is terminated pursuant to this Section, then any amounts paid by Renter to Owner shall be returned to Renter, including the Deposit.

7. Alcohol Policy

Alcohol is allowed on the Premises. However, Owner does not provide an alcohol license. Renter is required to present proof of alcohol licensure and DRAM insurance at least (30) days prior to the event if alcoholic beverages will be served for purchase (ex: cash bar). Alcoholic beverages offered to event attendees without requirement of

purchase do not require state licensure. Any violation of this policy will result in the forfeiture of the security deposit.

Will this event be serving alcohol YES / NO

8. Disclaimers

The Space shall be provided by the Owner as-is and Owner makes no warranty regarding the suitability of the Space for Renter's intended use.

9. Condition & Clean-up

After the completion of the Event, the Renter shall return the Space to the same or similar condition as received from the Owner, including the return to storage of any facility equipment (tables, chairs, etc.), normal wear and tear excepted. Renter will be responsible for clearing all trash generated at the Site and depositing it in the proper waste receptacles. A fee of \$ 100.00 per hour shall be charged to Renter by Owner if set-up/tear-down and cleaning services are required by staff and will be administered against the security deposit. Renter shall provide written notification to Owner if Renter requires Owner's site cleanup, sanitation, and trash removal services.

10. Damages

Beyond ordinary wear and tear, Renter shall be responsible for any damage caused by Renter's use of the Space. Renter shall arrange for the repair of any such damage. In the event if Renter does not make any necessary repairs, Owner shall arrange for the same at Renter's expense. Renter shall not be responsible for any damage to the extent such damages was the result of Owner's negligent act or omission.

11. Right of Entry

Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space.

12. Indemnification

Renter hereby agrees to indemnify and hold harmless Owner and its officers, directors, employees, and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's negligent use of the Space, including any negligent acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

13. Revocation

Owner shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Owner revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

14. Cancellation

Renter may cancel the Event by notifying Owner by providing notice forty-five (45) days or more before the Event Date. In such an event, Owner shall refund to Renter the full amount of the Rental Fee. If the Event is cancelled within forty-five (45) days of the Event Date, Owner shall have the right to retain the full Deposit.

15. Assignment

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

16. Governing Law

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Iowa, without regard to conflicts of law principles.

17. Entire Agreement

This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior

understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended unless in writing and signed by both parties.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

Authorized Signature of RENTER

 6-3-25

CENTRAL IOWA EXPO

DATE

5/14/25

DATE



For Office Use Only

Account No: 218 84 23 35

Water Connection Sewer Connection

Transfer From: _____
 Transfer To: _____

WATER USER'S MEMBERSHIP AGREEMENT

THIS AGREEMENT is made in Jasper County, Iowa between Iowa Regional Utilities Association, an Iowa not-for-profit corporation, (the "association"), and the person(s), firm or corporation first named above and/or signing below, jointly and severally, as a Member of the Association, (the "Member"), and PROVIDES AS FOLLOWS:

- At the location referenced by the account number above, the Association shall provide Member as soon as practicable with such quantity of potable water for domestic and farm purposes or other approved uses as the Member reasonably may require in connection with Member's use or occupancy of such real estate, subject to the conditions and limitations below.
- Immediately upon execution of this Agreement, the Member shall convey to the Association as part of the consideration for this agreement a Limited Easement suitable to the Association concerning real estate described above and shall pay to the Association at this time a non-refundable fee of \$2,000.00 to connect to the Association's existing or planned water distribution system. The member may not allow any other person, firm, or corporation to receive water supplied to the Member by the Association without prior written approval from the Association's Board of Directors. The Association shall provide, at or near the final delivery point and at the Association's expense, an appropriate cutoff valve and water meter on the Association's distribution system, which shall be and remain the sole property of the Association and be for its use only. Any failure of Member to pay sums due for more than thirty days or (immediately) for any other breach of contract of this Agreement or any other Rule or Regulation or Policy of the Association shall result in a disconnection of service and forfeiture of Association membership without any further notice. If a water shortage should develop at any location within the Association's distribution system, Member consents to an allocation of water by the Association's Board of Directors on such basis as the Directors may deem equitable in consideration of the following order of priority of uses: basic and necessary domestic purposes, livestock watering purposes, industrial/commercial purposes, lawn and garden purposes, all other purposes. Due to presently limited design and capacity, the Association cannot and will not ever guarantee to any Member that any future increases in water demand will be met. Member further agrees to comply with the terms and provisions of the Articles of Incorporation, Bylaws, Rates, Rules, and Regulations and Policies of the Association, as such now exist and as such may be from time to time amended. Only one household dwelling may be served from each Iowa Regional Utilities Association connection.
- Beginning from the Association's final delivery point upon the real estate described above as determined by the Association's Engineers, Member shall have a qualified person install and maintain, at Member's sole expense, appropriate water service piping and apparatus to meet Member's present water needs; provided, however, that such shall not be connected in any manner to any source of water other than the Association's distribution system.
- Water charges to the member shall commence on the date water service is made available to the member's property. Such receipt of services from the Association shall be and remain subject to all policies, rules and regulations of the Association and such rates as are from time to time established by the Board of Directors. Such policies, rules, regulations and rates may be amended from time to time.
- In addition to any and all other remedies available to the Association, if Member fails to fully and timely pay all water charges duly imposed, then and without further notice to Member, all or any combination of the following remedies may be invoked by the association: (a) Non-payment within ten days from the due date will result in a penalty up to 10% of the sum then due and unpaid; and/or (b) Non-payment within thirty days from the due date will automatically result in a shutoff of water by the Association to the member; and/or (c) Non-payment within sixty days of the due date shall, at the sole option of the Board of Directors of the Association, result in a termination of membership in the Association of the Member; and/or (d) Such other legal and equitable remedies as allowed by may be pursued by the Association. In the event of any suit between parties brought by the Association or any Member to enforce this Agreement or any rule, rate, regulation, bylaw provision or policy of the Association, then and in any such event each undersigned Member agrees to pay all reasonable costs and expenses, including reasonable attorney fees as allowed by the Court, to the Association. Any owner, who allows his/her tenant to pay the water bill directly to the Association, is responsible for any and all charges should the tenant fail to pay. A minimum monthly bill is due each month even if no water has been used.

Signed this day of 20 .
 (date) (month)

IOWA REGIONAL UTILITIES ASSOCIATION:

By: Ronald Dunsbergen
 Ronald Dunsbergen, its President

MEMBER SIGNATURE IS FOR WATER AND/OR SEWER AGREEMENT

[Signature]
 MEMBER

 MEMBER

NOTE: By signing above, you are agreeing to the Sanitary Sewer User's Membership Agreement on the reverse side if you are or become a sanitary sewer user/member at this location.



Story County - Iowa

Detailed Payment

85-C085-181

Description FM-C085(181)--55-85, Letting Date- January 17, 2024

Payment Number 3

Pay Period 08/22/2024 to 04/18/2025

Prime Contractor MANATT'S, INC.

Payment Status Pending

Awarded Project Amount \$146,716.65

Authorized Amount \$151,052.05

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 0001 - FM-C085(181)--55-85, ROADWAY ITEMS										
0010	2121-7425020	TON	\$35.000	398.000	0.000	536.820	536.820	536.820	\$0.00	\$18,788.70
GRANULAR SHOULDERS, TYPE B										
0020	2212-0475095	MILE	\$500.000	0.800	0.000	0.800	0.800	0.800	\$0.00	\$400.00
CLEANING AND PREPARATION OF BASE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0030	2214-5145150	SY	\$26.500	412.100	0.000	412.100	412.100	412.100	\$0.00	\$10,920.65
PAVEMENT SCARIFICATION										
0040	2303-1033500	TON	\$43.000	1,211.400	0.000	1,305.340	1,305.340	1,305.340	\$0.00	\$56,129.62
HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT										
0050	2303-1258283	TON	\$572.000	72.700	0.000	68.820	68.820	68.820	\$0.00	\$39,365.04
ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC										
0060	2303-6911000	LS	\$500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$500.00
HOT MIX ASPHALT PAVEMENT SAMPLES										
0070	2303-7000610	EACH	\$1.000	605.700	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LABORATORY VOIDS (FORMULA - BY PAY FACTOR)										
0080	2303-7000620	EACH	\$1.000	605.700	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS (FORMULA - BY PAY FACTOR)										
0090	2527-9263109	STA	\$45.000	121.820	0.000	62.193	62.193	62.193	\$0.00	\$2,798.69
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED										
0100	2527-9263112	STA	\$40.000	87.700	0.000	88.100	88.100	88.100	\$0.00	\$3,524.00
PAINTED PAVEMENT MARKINGS, HIGH-BUILD WATERBORNE										
0110	2527-9270111	STA	\$65.000	87.700	0.000	88.100	88.100	88.100	\$0.00	\$5,726.50
GROOVES CUT FOR PAVEMENT MARKINGS										
0120	2528-8445110	LS	\$1,500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,500.00
TRAFFIC CONTROL										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	2528-8445113	EACH	\$575.000	12.000	0.000	9.000	9.000	9.000	\$0.00	\$5,175.00
FLAGGERS										
0140	2528-8445115	EACH	\$865.000	5.000	0.000	3.000	3.000	3.000	\$0.00	\$2,595.00
PILOT CARS										
0150	2533-4980005	LS	\$3,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$3,000.00
MOBILIZATION										
Section Totals:									\$0.00	\$150,423.20
Total Payments:									\$0.00	\$150,423.20

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 10/14/2024, Liquidated Damage Rate - 1,000	15.0 Days	15.0 Days	0.0 Days	\$0.00	3.0 Days	12.0 Days	\$0.00
Total Damages:							\$0.00

Doc Express® Document Signing History

Contract: 85-C085-181 Document: payment-3-20250418

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
05/23/2025	Ashley Lint Manatt's Inc. Electronic Signature (Approved by Contractor (Optional))
	(Recommended by Engineer)
	(Approved by PIRC (when applicable))
	(Approved by District Materials Engineer (Optional))
	(Approved by Administering Bureau (DOT))
	(Approved by FHWA (When applicable))



Story County - Iowa

Detailed Payment

85-C085-183

Description FM-C085(183)--55-85, Letting Date- July 16, 2024

Payment Number 5

Pay Period 04/22/2025 to 05/20/2025

Prime Contractor MANATT'S, INC.

Payment Status Pending

Awarded Project Amount \$219,553.40

Authorized Amount \$225,593.33

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 0001 - FM-C085(183)--55-85, ROADWAY ITEMS									
0010	2121-7425020	TON	\$35.000	696.000	0.000	668.520	668.520	\$0.00	\$23,398.20
GRANULAR SHOULDERS, TYPE B									

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0020	2212-0475095	MILE	\$500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$500.00
CLEANING AND PREPARATION OF BASE										
0030	2214-5145150	SY	\$32.000	266.700	0.000	266.700	266.700	266.700	\$0.00	\$8,534.40
PAVEMENT SCARIFICATION										
0040	2303-1033500	TON	\$55.000	1,625.000	0.000	1,830.280	1,830.280	1,830.280	\$0.00	\$100,665.40
HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT										
0050	2303-1258284	TON	\$660.000	95.500	0.000	92.210	92.210	92.210	\$0.00	\$60,858.60
ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC										
0060	2303-6911000	LS	\$500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$500.00
HOT MIX ASPHALT PAVEMENT SAMPLES										
0070	2527-9263209	STA	\$60.000	113.400	0.000	92.269	92.269	92.269	\$0.00	\$5,536.14
PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED										
0080	2528-8445110	LS	\$3,500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$3,500.00
TRAFFIC CONTROL										
0090	2528-8445113	EACH	\$575.000	15.000	0.000	13.000	13.000	13.000	\$0.00	\$7,475.00
FLAGGERS										
0100	2528-8445115	EACH	\$865.000	5.000	0.000	3.000	3.000	3.000	\$0.00	\$2,595.00
PILOT CARS										
0110	2533-4980005	LS	\$10,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$10,000.00
MOBILIZATION										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
8001	2303-7000620	EACH	\$6,039.930	1.000	0.000	1.000	1.000	\$0.00	\$6,039.93
PAY ADJ I/D-HMA MIXTURE FIELD VOIDS									

Section Totals: \$0.00 \$229,602.67
Total Payments: \$0.00 \$229,602.67

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 10/21/2024, Liquidated Damage Rate - 1,000	10.0 Days	10.0 Days	0.0 Days	\$0.00	5.0 Days	5.0 Days	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	\$0.00	Approved Work To Date:	\$229,602.67
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$0.00	Retainage To Date:	\$6,888.08
Current Retainage Released:	\$6,888.08	Retainage Released To Date:	\$6,888.08
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$6,888.08	Payments To Date:	\$229,602.67
Previous Payment:	\$6,416.48	Previous Payments To Date:	\$222,714.59

 6-3-25

Chair, Board of Supervisors Approval

Date

Doc Express® Document Signing History

Contract: 85-C085-183 Document: payment-5-20250520

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
05/23/2025	Ashley Lint Manatt's Inc. Electronic Signature (Approved by Contractor (Optional))
	(Recommended by Engineer)
	(Approved by PIRC (when applicable))
	(Approved by District Materials Engineer (Optional))
	(Approved by Administering Bureau (DOT))
	(Approved by FHWA (When applicable))



Sheriff's Office

Story County

PAUL H. FITZGERALD, Sheriff



Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • 1315 S. B Ave. Nevada, Iowa 50201

To: Board of Supervisors
Lisa Heddens
Latifah Faisal
Linda Murken

From: Sheriff Paul H. Fitzgerald 

Date: June 2, 2025

Reference: Purchases over \$5,000 (unbudgeted)

.....

This memo serves as an acknowledgement for the unbudgeted purchase of a mobile app provided by OCV, LLC. This mobile app is TheSheriffApp.com. This will allow people to download our app on their cellular devices and follow the Story County Sheriff's Office in real time. Within the app, people will have access to inmate information, sex offender registry, sheriff sales, etc. We are also able to send out notifications for our Farm Watch Program through this app. This app will align the Sheriff's Office with the County strategic goals for transparency.

We are entering into a three year contract. The first year cost for development, maintenance, and subscription cost is \$24,754.00. This purchase will be made out of the Sheriff's Office general fund FY24/25 budget.

OCV LLC



STORY COUNTY SHERIFF'S OFFICE, IA

Mobile App (External)

Prepared for

Story County Sheriff's Office, IA

1315 South B Ave.
Nevada, 50201
United States

Paul Fitzgerald
Sheriff
pfitzgerald@storycountyia.gov

OCV LLC

PO Box 2010

Opelika, AL 36803
US

1 YOUR INVESTMENT

#20250430-160018312

Issued

April 30, 2025

Expires

July 29, 2025

The pricing of this agreement shall continue for a period of 3 years (Renewable annually thereafter)

Products & Services	Billing Frequency	Quantity	Unit price	Price
Mobile App Development (IOS/Android) - Tier 4		1	\$16,490.00	\$14,841.00 after 10% discount for 1 year
Mobile App Annual Support & Maintenance - Tier 4	Annually	1	\$8,995.00 / year	\$8,995.00 / year for 3 years
Inmate Search Integration - Tier 4	Annually	1	\$2,295.00 / year	\$918.00/ year after 60% discount for 3 years
Sex Offender Integration	Annually	1	\$550.00 / year	\$0.00/ year after 100% discount for 3 years
Digital Marketing Kit		1	\$995.00	\$0.00 after 100% discount

Products & Services	Billing Frequency	Quantity	Unit price	Price
Digital Downloads Only				for 1 year
Annual subtotal				\$9,913.00
				after \$1,927.00 discount
One-time subtotal				\$14,841.00
				after \$2,644.00 discount
Year One Total				\$24,754.00

2 LET'S WORK TOGETHER

OCV, LLC proposes to develop an iPhone and Android app for Story County Sheriff's Office, IA.

THIS AGREEMENT is made between OCV, LLC ("Host") having an address at 809 2nd Avenue, Opelika, AL. 36801 and Story County Sheriff's Office, IA ("Client") having a mailing address at 1315 South B Ave., Nevada, 50201 and is effective from Date Customer Signs Proposal to End Date: 3 years Following Signature (Renewable Annually Thereafter)

1. **SERVICES:** Host agrees to provide custom mobile app development services and support.

2. **BILLING AND PAYMENT:**

100% Invoiced Net 30 at Contract Signing

Annual Maintenance / Subscription Payment Schedule - 2026 and Beyond

Total Annual Maintenance / Subscription Fee - Annual fee billed annually on contract anniversary date.

3. *TERM AND TERMINATION: The term of this agreement shall begin as of the effective date (date of signatures of both parties) and shall continue thereafter for a period of 3 years.

*At the end of the initial contract period, Host will contact the customer for a renewal confirmation. Confirmation is typically communicated through email or other electronic means. Host will also send a renewal invoice 30 days prior to the expiration of this agreement. Receiving the invoice without renewal confirmation does not lock the customer into renewal. Customer will have 30 days to decline renewal. Host retains ownership of all intellectual property rights associated with the services, its technology and any enhancements or modifications thereof.

4. AMENDMENTS: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5. ACCEPTANCE OF TERMS: Use of services provided by Host constitutes acceptance of the terms and conditions contained in this agreement and any amendments thereto.

3 OCV, LLC TERMS AND CONDITIONS

1. MOBILE APP CREATION AND REVIEW PERIOD: Upon execution of this contract, the OCVapps team will go to work on designing and building your app(s). At the design phase, we will solicit your initial design ideas, existing graphics and logos and use any other existing asset that you have to set the direction. A mock up / prototype will be developed using graphics and be sent to you for approval/ review. This will

happen prior to the start of coding. Upon electronic approval of the prototype images, OCV, LLC will begin coding your app (contingent on having all information from the customer).

Upon completion of the code, OCV will review and test the app at all levels. Once the app passes our internal review and processes, we will upload it to the Apple iTunes Store/Google Play store for official App review and release.

Upon acceptance of the app within the iTunes store/ Google Play store, we will notify you via email/phone. After the App is released in the stores we will train you how to use the control panel and how to update your app. OCV, LLC shall complete the prototype, code, testing, upload, and training as provided for in this agreement within 90 days after all information is provided to Host project management staff.

2. **OCV, LLC Features:** Features will be solidified after contract acceptance.

3. **CUSTOMER/OCV CONTROL:** An OCVapp exists in two parts: the "features" and "content". The features remain static in nature. The "content" is the update-able features that the client can update. OCV will work with your team to ensure that you can edit the "content" via RSS feeds and a custom web accessible control panel. Unless requested of OCV by the client, only the client can make changes to the content within the control panel.

4. **PUSH NOTIFICATION AND OTHER ALERT NOTIFICATIONS:** An OCVapp may be instrumented with a Push notification or other Alert terminology. OCV does not warranty, suggest, or advertise that an OCVapp is designed for life saving immediate warnings. The OCVapp push notification and alert systems are simply intended to give a central location for end users to see the latest information. While it will be the intent of a push notification to be delivered to your OCVapp, it is not something that can be guaranteed. Due to the technical limitations, multiple internet connections and outside factors that are out of the control of OCV, we suggest that our warnings will almost always be delivered in less than a minute. Some instances will show quicker and others slower. There is a chance that during a storm or other emergency, information may slow due to power outages, mobile phone network shortages or outages and many other factors. In severe situations, the feed may not happen at all.

Note: Never assume that the end user has received the push notification. Due to the requirements of the marketplace, push notifications are opt-in services. A user can turn off the notifications at any time or uninstall the app.

5. **Warranties Disclaimer:** Due to the many links in the overall national and regional communication networks and infrastructure (national/regional cellular/mobile communication networks and their traffic management, land-phone lines and

regional switching networks, power grids, etc.) all of which are completely outside the control or monitoring of OCV, OCV disclaims any and all warranties with respect to the Client's use of an App developed by OCV, direct or indirect, including but not limited to warranties of merchantability and fitness for a particular purpose. In no event shall OCV, its affiliates, business partners, service providers, employees, agents, representatives, or shareholders be liable to customer for any incidental, consequential, indirect, special, or punitive damages (including damages due to: service failures, business or service interruptions, etc.) for any aspect of its service outside of OCV's direct control.

6. Independent Contractor: It is understood that OCV, LLC is an independent professional contractor, and OCV, LLC will not in any event be construed as or hold itself out to be an employee or agent of the County.

7. Applicable State Law: This agreement has been negotiated, executed, and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa. If any litigation arises concerning the performance of either party under this agreement, the parties agree that the exclusive jurisdiction and venue for said litigation is the state courts sitting in Story County, Iowa, or the federal courts sitting in the Southern District of Iowa.

8. Support, Maintenance, and Training Services:

OCV, LLC shall provide ongoing support, maintenance, and training services for the mobile application developed for the Story County Sheriff's Office ("Client") in exchange for an annual support and maintenance fee in the amount of \$9,913.00, payable in accordance with the payment terms set forth in this Agreement.

The annual support and maintenance services shall include the following:

Bug Fixes and Security Updates:

Timely resolution of software bugs and the implementation of security patches to maintain a secure and reliable application environment.

Operating System Compatibility:

Updates necessary to maintain compatibility with current and future versions of the Apple iOS and Android operating systems.

Training Services:

Provision of onboarding and refresher training to designated staff members of the Sheriff's Office. Training may be delivered via virtual meetings, recorded materials, or on-site sessions as mutually agreed upon.

User Support:

Access to email-based & phone technical support for designated personnel of the Sheriff's Office.

Exclusions:

The annual support and maintenance fee does not include integration of third-party platforms or systems not originally scoped.

9. Mobile Application Features:

Service Provider shall deliver a custom-branded mobile application for the Story County Sheriff's Office ("Client") with the following features and functionalities, as depicted in the design and subject to the specifications in this Agreement:

a. Informational and Public Safety Features

a. Sheriff's Welcome

A message from the Sheriff introducing the app and the department's mission, accompanied by an official photograph.

b. Sheriff Sales

A section providing information on property or asset sales administered by the Sheriff's Office.

c. Weapon Permit Information

Guidance and resources related to obtaining or renewing weapon permits.

d. Sex Offender Search

Integration with official databases to allow users to search for registered sex offenders within Story County.

e. Inmate Search

A feature enabling public access to current inmate rosters or individual inmate details.

f. Inmate Information

A supplemental section with additional resources related to jail visitation, commissary, or bond information.

g. Opioid & Addiction Resources

Access to community resources, support services, and information for individuals affected by substance use disorders.

b. Community Engagement

a. Submit a Tip

A secure and anonymous form for the public to report suspicious activity or provide information to the Sheriff's Office.

c. Navigation and Settings

a. More Menu

A menu providing access to additional tools and resources not displayed

on the main dashboard.

b. Settings & Notifications

User-configurable settings and notification preferences, including alert subscriptions and update preferences.

c. Home and Alerts Navigation Bar

A persistent navigation bar at the bottom of the app to allow seamless switching between the Home screen and Alerts & Notifications.

d. Design and Branding

a. The mobile application shall be branded with the official insignia, colors, and title of the Story County Sheriff's Office, including the name and image of the elected Sheriff.

b. All graphics, icons, and UI elements shall be tailored to reflect the department's identity and community engagement goals.

e. Platform Availability

a. The mobile application shall be made available for download and use on both iOS (Apple App Store) and Android (Google Play Store) platforms, subject to standard app store approval processes.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

This Agreement, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and as of the date this Agreement is executed by both Parties, shall supersede any previous agreements or understandings, written or oral, between the Parties. All modifications to the applicable Compensation arrangement shall be in writing and signed by both Parties and shall not supersede the terms of this Agreement.

The Agreement shall commence on date of customer signature.

The total cost of the agreement is outlined in Section One (1) - Your Investment.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

<p><i>Lisa Heddens</i> Paul Fitzgerald pfitzgerald@storycountyowa.gov L.Heddens</p>	<p><i>Lisa Heddens</i> 6-3-25</p>	<p>Verify to sign</p>
--	-----------------------------------	-----------------------

Kevin Cummings
kevin@myocv.com

Verify to sign

Print

Work Orders:

Q2 2024, our numbers were:

Location	Work Orders Opened	Work Orders Closed	On-Call
Admin	145	153	1
Group Homes	81	84	5
McFarland	23	25	0
HSC	87	96	0
Justice Center	141	141	1
Animal Control	19	27	0
S. 11 th Storage	2	2	0
Engineer	20	25	0
Equip/Vehicles	134	130	3
West Ames Shed	2	2	0
Total	654	685	10

Q2 2025, our numbers are:

Location	Work Orders Opened	Work Orders Closed	On-Call
Admin	96	112	1
Group Homes	64	66	1
McFarland	26	32	0
HSC	83	80	1
Justice Center	123	142	6
Animal Control	18	22	0
S. 11 th Storage	0	0	0
Engineer	19	21	1
Equip/Vehicles	142	147	2
West Ames Shed	1	1	0
Total	571	623	12

General Information:

- Hired Ryan Fitzgerald for 2nd shift Maintenance Technician position
- Working on filling 2 open 1st shift Maintenance Technician positions
- Todd Sullivan retiring
- Transitioning to new work order software
- Transitioned equipment from winter to spring/summer

APPROVED **DENIED**

Board Member Initials: JKH

Meeting Date: 6-3-25

Follow-up action: _____

Administration Building:

- New generator up and running and transition went smoothly _____

Animal Control:

- Building a cat room with an exhaust fan nearing completion

Engineer's building:

- Generator from Administration building has been moved and set. Working with Alliant and electrical contractor for hookup

Group Homes:

- Nothing to report

Human Services Center:

- First of the new heat pumps have been delivered.
- New wall for private employee restrooms has been built

Justice Center:

- Remodel of County Attorney's office is in the punch list stage
- Automatic door installed from entryway to court side

McFarland Park:

- EV charging station nearing completion

RECEIVED

MAY 27 2025

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2025 is by and between **Story County** and **Camp Fire Heart of Iowa** (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:

Camp Fire Heart of Iowa
PO Box 13015
Des Moines, IA 50310
Attention: Owen Ballard

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

COUNTY:

By: Lisa K Hedders

Print Name: Lisa K Hedders

Print Title: Story County Board of Supervisors

Date: 6-3-25

PROVIDER:

By: Owen Ballard

Print Name: Owen Ballard

Print Title: Executive Director

Date: 5-23-2025

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2026
Camp Fire Heart of Iowa

Camp Fire			
Service Description	Not to Exceed	Unit of Service	Rate
Out of School Program	\$6,000	1 Partial Day (3 hrs)	\$69.70

RECEIVED

MAY 22 2025

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2025 is by and between **Story County** and **Good Neighbor Emergency Assistance, Inc.** (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.

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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

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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.

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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:

Good Neighbor Emergency Assistance, Inc.
613 Clark Ave.
Ames, Iowa 50010
Attention: William P. Stodden

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

COUNTY:

By: 

Print Name: Lisa K Heddens

Print Title: Story County Board of Supervisors

Date: 6-3-25

PROVIDER:

By: 

Print Name: William P. Stodden

Print Title: Director, GAFL

Date: 5/19/2025

ATTACHMENT A

SERVICE DEFINITIONS AND RATES

FISCAL YEAR: 2026

Good Neighbor Emergency Assistance, Inc.

Good Neighbor			
Service Description	Not to Exceed	Unit of Service	Rate
Service Coordination - Navigator	\$2,516	1 Client Hour	\$69.56
Emergency Assistance for Basic Needs - Food Voucher	\$10,350	1 Client Contact	\$116.85

MAY 27 2025

STORY COUNTY
BOARD OF SUPERVISORS

Story County
Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2025 is by and between **Story County** and **Heart of Iowa Transit Agency** (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.

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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.

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Claims Submission and Payment

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

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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.

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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:

Heart of Iowa Transit Agency
2824 104th St.
Urbandale, Iowa 50322
Attention: Julia Castillo

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

COUNTY:

By: Lisa K Hedrick

Print Name: Lisa K Hedrick

Print Title: Story County Board of Supervisors

Date: 6-3-25

PROVIDER:

By: Julia Castillo

Print Name: Julia Castillo

Print Title: CEO

Date: 5/22/2025

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2026
Heart of Iowa Transit Agency

HIRTA			
Service Description	Not to Exceed	Unit of Service	Rate
Transportation - City of Ames Funds are Sequestered	\$13,000	One Way Trip	\$21.30
Transportation - Story County Funds are Sequestered	\$115,000	One Way Trip	\$152.90

RECEIVED

MAY 23 2025

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2025 is by and between **Story County** and **Prairie Flower Children's Center** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

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

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3
Claims Submission and Payment

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

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

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

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

SECTION 4
Relationship Between the Parties

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

SECTION 5
Hold Harmless, Indemnification and Liability Insurance

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

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy

are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

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

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

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

SECTION 8 **Amendments**

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

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

SECTION 9 **Other Terms and Conditions**

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

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

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

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

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

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or

condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

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

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

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

Prairie Flower Children's Center
1517 Northwestern Ave
Ames, IA 50010
Attention: Monica Marcomb

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

COUNTY:

By: 

Print Name: Lisa R Heddens

Print Title: Story County Board of Supervisors

Date: 6-3-25

PROVIDER:

By: 

Print Name: Monica Marcomb

Print Title: Director

Date: 5/19/25

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2026
Prairie Flower Children's Center

Prairie Flower			
Service Description	Not to Exceed	Unit of Service	Rate
Day Care - Children	\$3,808	1 Full Day	\$75.19
Day Care - School Age	\$3,982	1 Partial Day	\$31.73

RECEIVED

MAY 23 2025

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2025 is by and between **Story County** and **Story Time Child Care Center** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

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

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3
Claims Submission and Payment

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

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

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

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

SECTION 4
Relationship Between the Parties

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

SECTION 5
Hold Harmless, Indemnification and Liability Insurance

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

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy

are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

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

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

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

SECTION 8 **Amendments**

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

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

SECTION 9 **Other Terms and Conditions**

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

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

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

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

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

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or

condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

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

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

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

Story Time Child Care Center
84 Main St., PO Box 214
Maxwell, Iowa 50161
Attention: Jayne Underhill

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

COUNTY:

By: *Lisa K Heddens*

Print Name: *Lisa K Heddens*

Print Title: Story County Board of Supervisors

Date: *6-3-25*

PROVIDER:

By: *Jayne Underhill*

Print Name: *Jayne Underhill*

Print Title: *Director*

Date: *5-20-25*

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2026
Story Time Child Care Center

Story Time Childcare			
Service Description	Not to Exceed	Unit of Service	Rate
Day Care - Infant	\$2,070	1 Full Day	\$6.12
Day Care - Children	\$66,930	1 Full Day	\$37.70

RECEIVED

MAY 22 2025

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2025 is by and between **Story County** and **Youth and Shelter Services** (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:

Youth and Shelter Services
420 Kellogg Ave.
Ames, Iowa 50010
Attention: Mark VanderLinden

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

COUNTY:

By: 

Print Name: Lisa K Heddens

Print Title: Story County Board of Supervisors

Date: 6-3-25

PROVIDER:

By: 

Print Name: Andrew Allen

Print Title: President + CEO

Date: 5/19/25

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2026
Youth and Shelter Services

Youth and Shelter Services			
Service Description	Not to Exceed	Unit of Service	Rate
Transitional Living Services	\$60,000	1 Day	\$133.50
Employment Assistance for Youth	\$13,126	1 Staff Hour	\$108.97
Substance Use Disorder/Outpatient Treatment	\$2,000	1 Client Hour	\$243.20
Public Education/Awareness	\$110,480	1 Staff Hour	\$191.73
Youth Development/Social Adjustment-Community Youth Development	\$37,273	1 Client Contact/Day	\$62.20
Youth Development/Social Adjustment-Mentoring	\$46,336	1 Client Contact/Day	\$124.41
Out of School Program	\$22,070	1 Partial Day (3 hrs)	\$15.37
Service Coordination	\$5,000	1 Client Hour	\$74.48
Daycare/School Age - Kids Club	\$74,010	1 Partial Day	\$23.28
Out of School Program	\$972	1 Partial Day (3 hrs)	\$15.37
Local Option			
Daycare/School Age - Kids Club Local Option	\$5,000	1 Partial Day	\$23.28

AMENDMENT NO. 1
to
FISCAL AGENT AGREEMENT
Effective July 1, 2022

This AMENDMENT No. 1 is made by and among Collaborative Individual and Community Supports, formerly known as Central Iowa Community Services, hereafter referred to as CICS, and Story County, hereafter referred to as the Fiscal Agent, collectively referred to as "the Parties."

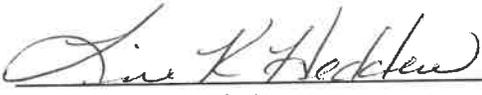
SECTION 1. AMENDMENT

1. The Parties agree that an amendment should be made to extend the duration of the Agreement.
2. "II. Duration of Agreement" of the above-referenced Agreement is hereby amended to replace "June 30, 2025" with "December 31, 2025."
3. Compensation for the Fiscal Agent shall remain the same as stated in the above-referenced Agreement.

SECTION 2. AMENDMENT ALLOWED

1. "II. Duration of Agreement" of the Agreement permits this amendment: "This agreement may be amended, renewed, or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the compensation to the Fiscal Agent."
2. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect, except as specifically modified by this amendment.

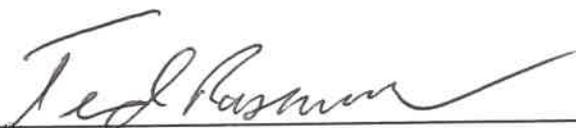
SIGNATURE PAGE

By:  5-22-25
Lisa K. Heddens, Chairperson
Collaborative Individual and Community Supports
Date

By:  5-23-25
Lisa Hill, Recording Secretary
Collaborative Individual and Community Supports
Date

By:  6-3-25
Lisa K. Heddens, Chairperson
Story County Board of Supervisors
Date

By:  6.3.25
Lucy Martin, Auditor
Story County
Date

By:  6-3-25
Ted Rasmusson, Treasurer
Story County
Date

STORY COUNTY UTILITY PERMIT

Date 5-28-25

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of Iowa, with its principal place of business at 2005 S. Story St Boone IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of primary cable on secondary route 500th Ave, from the west side to the east side of 500th Ave a distance of 212 feet miles.

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

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

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

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

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

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

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

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

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

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

Date 5/28/2025

Midland Power Cooperative
Name of Company (Applicant - Permittee)

Tom Joseph 515-370-5269
by Phone no.

Recommended for Approval:

Date 5-28-25

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

Approved:

Date 6-3-25

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

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

IOWA 93 MIDLAND POWER COOPERATIVE
STAKING SHEET

Name Richard Hall
Location #: 3431-023-5608
Address: 800 500th Ave
Phone#: 575-451-5150

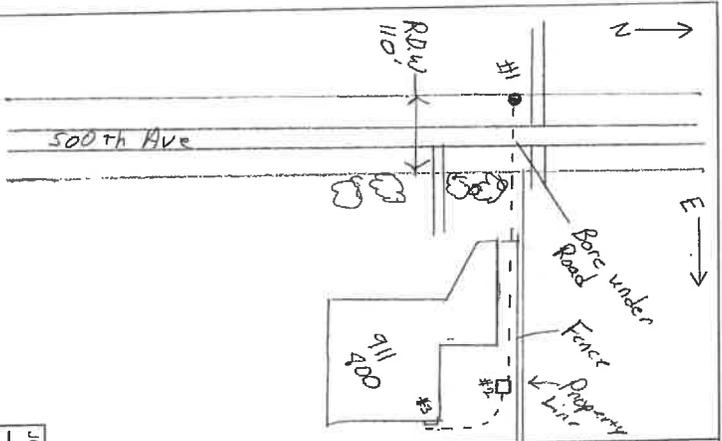
Sub 34
Feeder 3
Phase H
Line Sec. _____

County: Story
Township: Washington
School Dist.: _____

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

WORK ORDER NO. 15778
740-# 602
Staked By TL Date 5-27-25
Sheet No. 1 of 1
Compiled By _____ Date _____

SKETCH OF WORK Map Reference 56 Twp. 83 R 24 Sec. 08 Wire 1 Size 1/0 Kind TCW-220



Pole No.	Pri. (Back) Span.	Poles H & C		Line Trans. Angle °G	Ground "M2" Ohm No.	GUY		Anchor "F" No. J or K	SECONDARY		Misc. & Remarks	Unit	No. CONST. RET.
		Misc.	Misc.			Unit	310		Lead	Unit (Back) Span			
#1		1 35-3	1 41								Bore 1 Primary Cable under 500th Ave, 4R11 under lowest part of ditch removing dirt head line for tree clearance		
#2	212	1 4-11	1 6-11		467								
#	120'	1 4-11	1 4-11										

JOB BRIEFING

Nominal Voltage _____

Fault Current Available _____

Hazardous Induced Voltg _____

Presence Protective Grds _____

Equipment Grounds _____

Pole Condition _____

Environmental Condition _____

Const. Complt _____

Retrm. Complt _____

Material Tricket Complt _____

500 BH 9-00 _____

CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
1/0					212	1	267'
TOTALS							

RETIREMENT

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

1-09

Permit Number 25-8312

STORY COUNTY UTILITY PERMIT

Date 5-29-25

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Huxley, Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optics on secondary route Many, See Attached, from 310th St, and 300th St East of 500th Ave - and the East side of distance of ~2.25 500th Ave inbetween said roads.

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

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

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

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

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

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

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

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

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

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

Date 5/29/2025

Precision Underground Utilites - Zak Keninger

Name of Company (Applicant - Permittee)

by  515-597-2020
Phone no.

Recommended for Approval:

Date 5-29-25

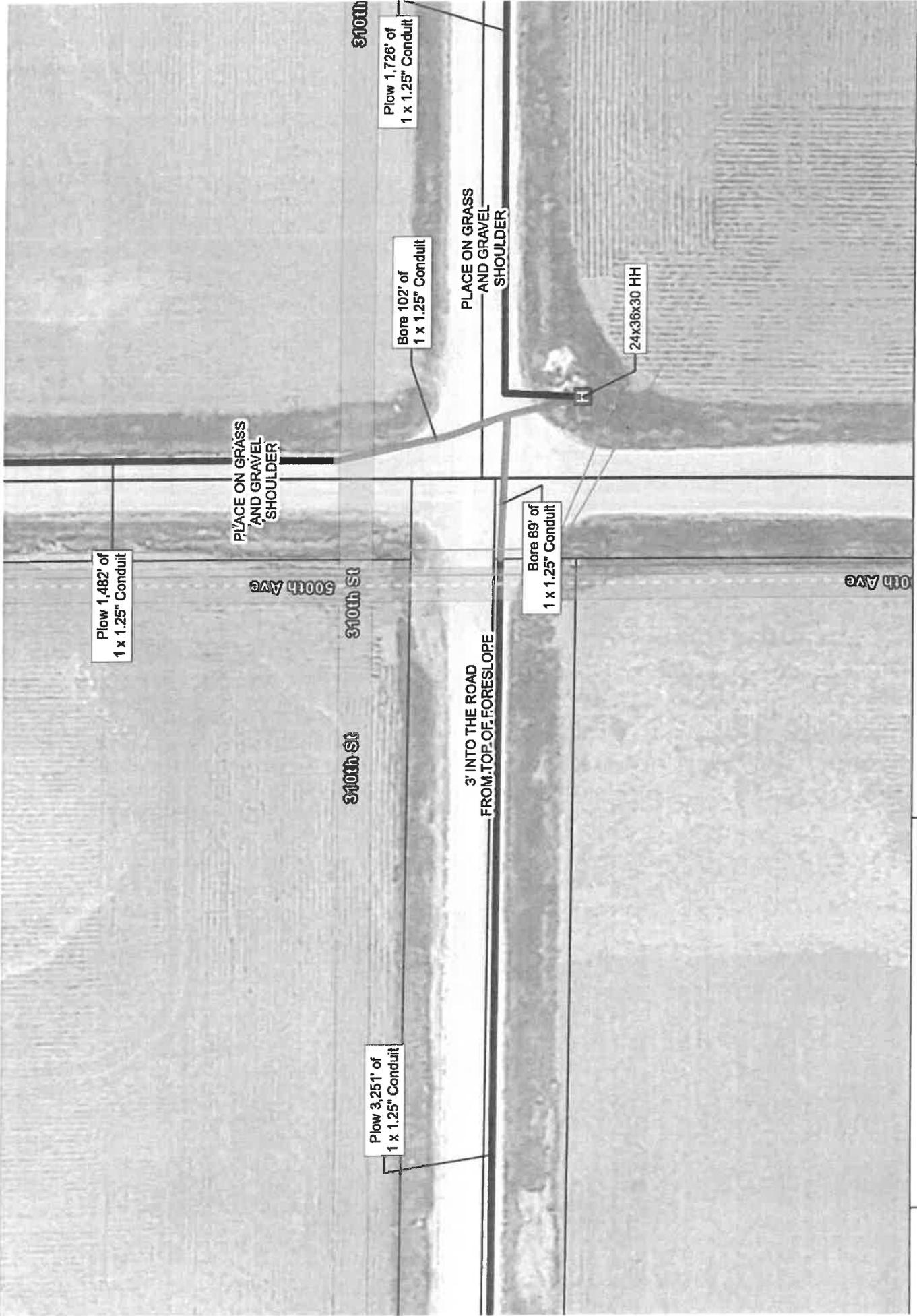

County Engineer 515-382-7355
Phone no.

Approved:

Date 6-3-25


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.

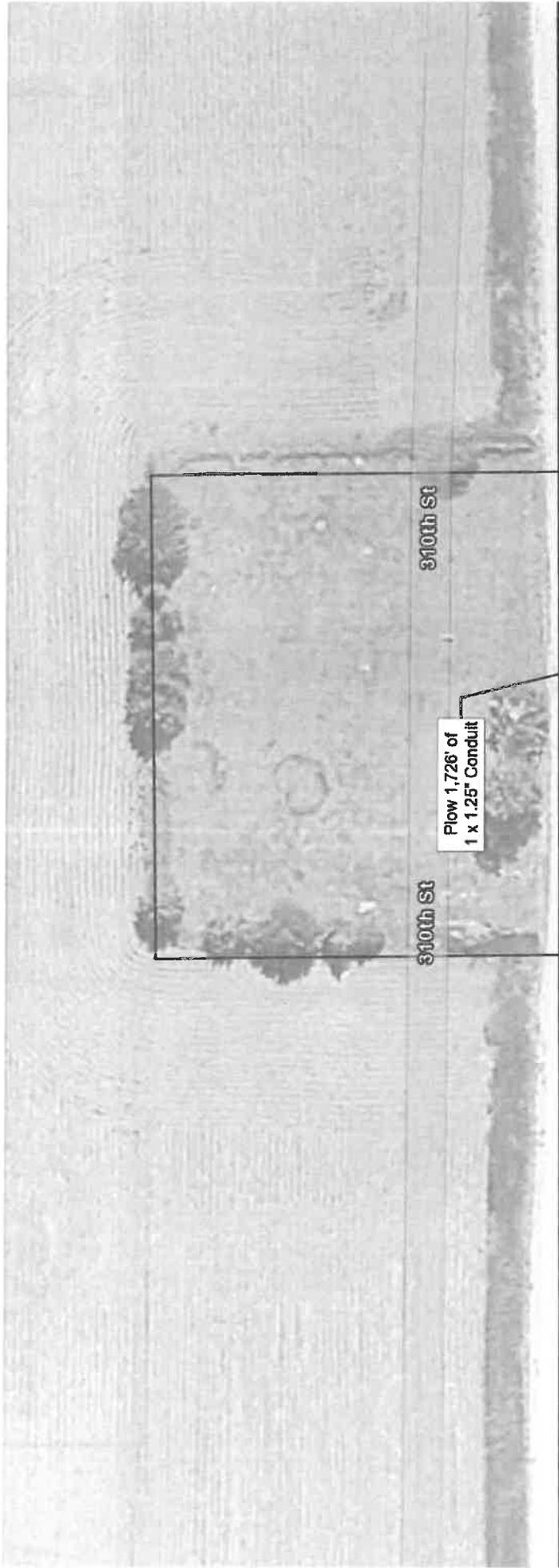


LEGEND

- Handholes
- Bore 1.25" Duct
- Plow 1.25" Duct
- Pull in Existing
- Public Utility Easements
- County Parcels / ROW
- Field Tiles

HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS





Plow 1,726' of
1 x 1.25' Conduit

310th St

310th St

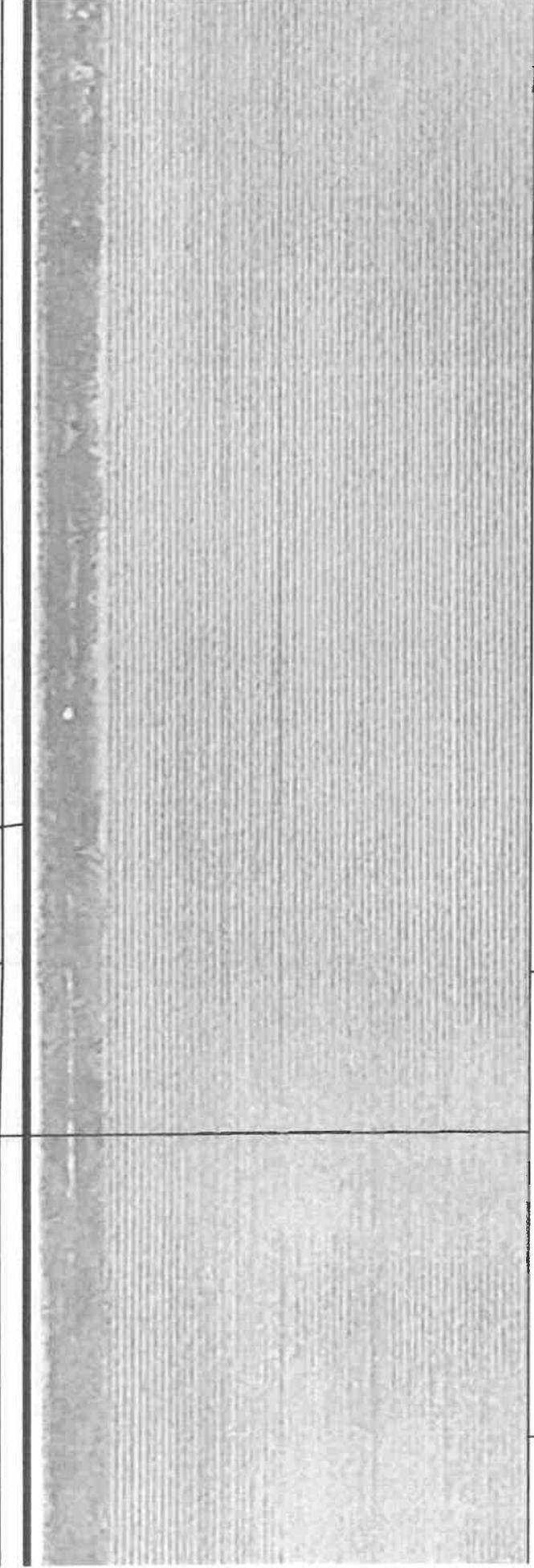
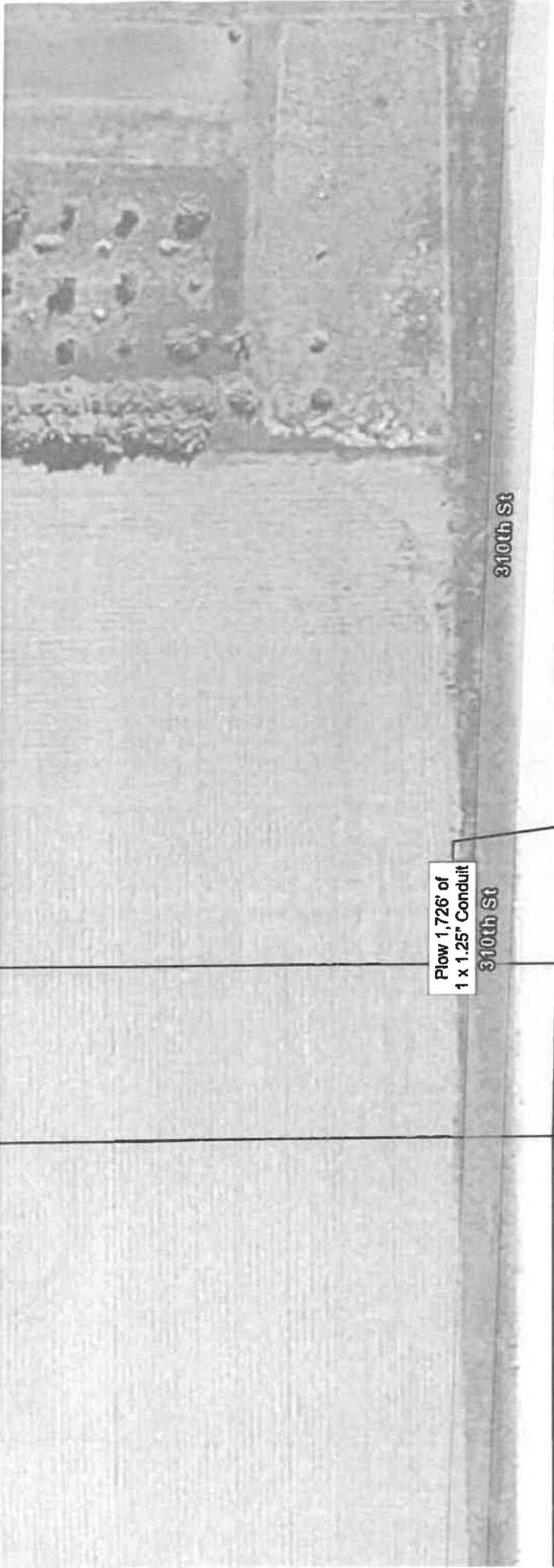


LEGEND

-  Handholes
-  Bare 1.25' Duct
-  Plow 1.25' Duct
-  Pull in Existing
-  Public Utility Easements
-  County Parcels / ROW
-  Field Tiles



HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS

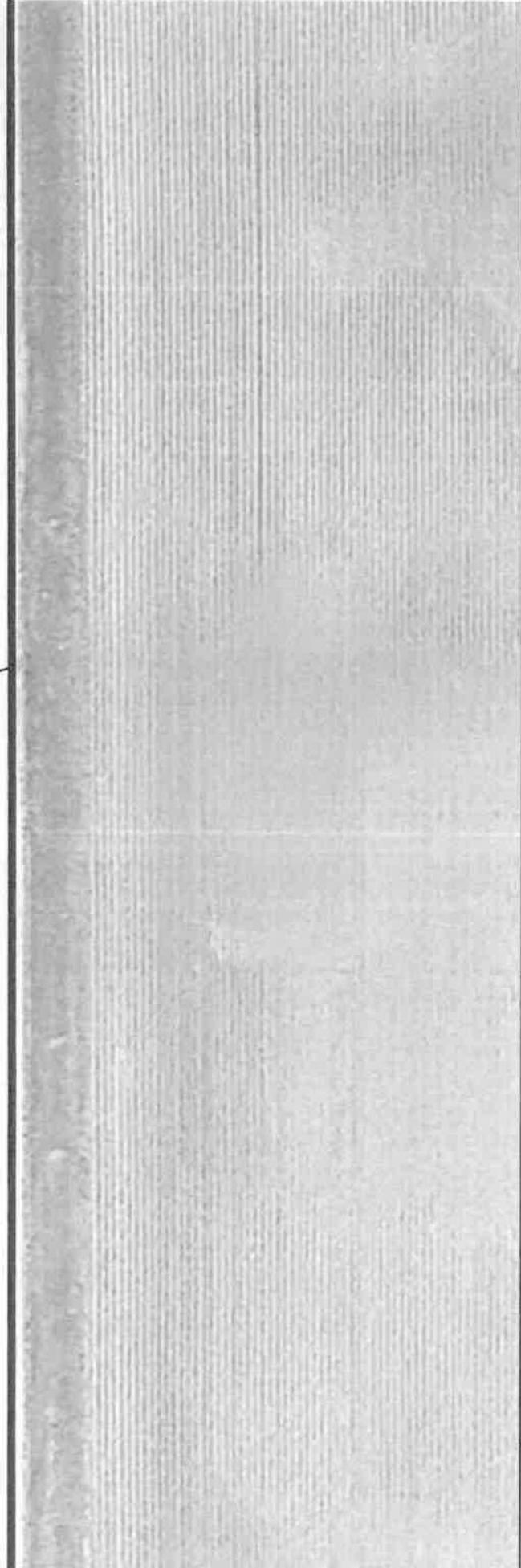
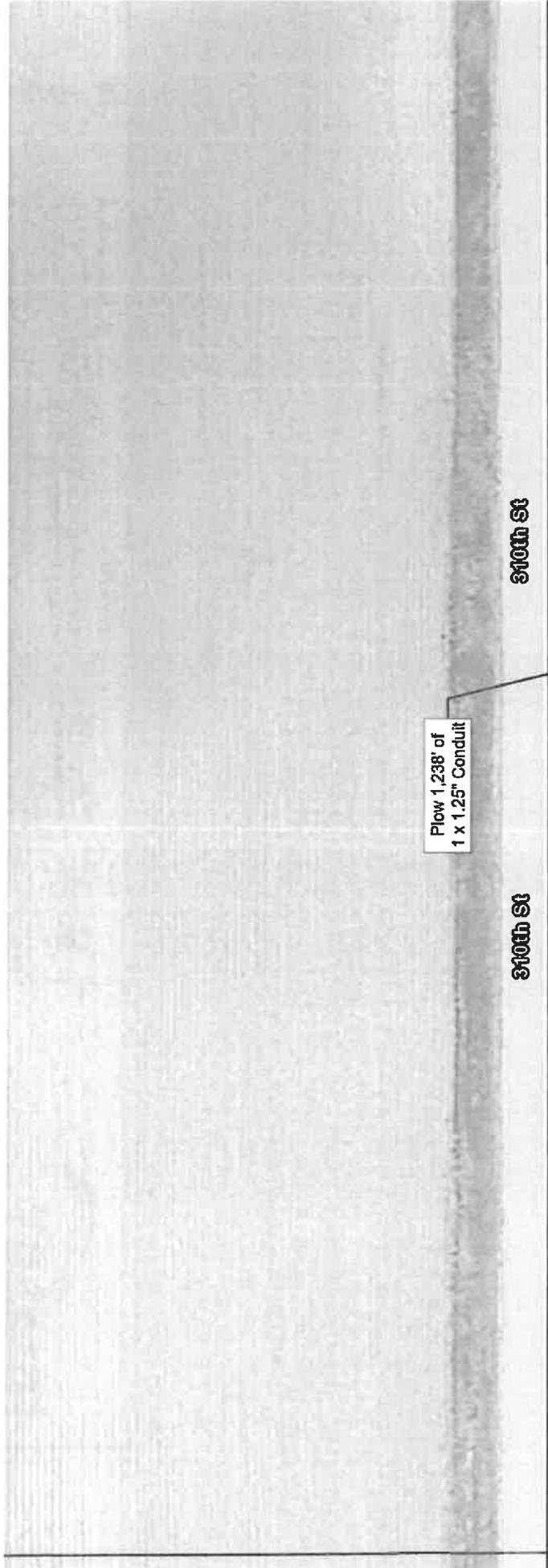


LEGEND

	Handholes		Bore 1.25" Duct		County Parcels / ROW
	Pull In Existing		Public Utility Easements		Field Tiles



HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS



LEGEND

	Handholes		Bore 1.25" Duct		County Parcels / ROW
	Pull in Existing		Public Utility Easements		Field Tiles



HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS

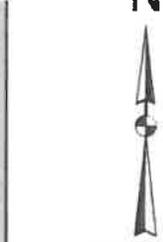
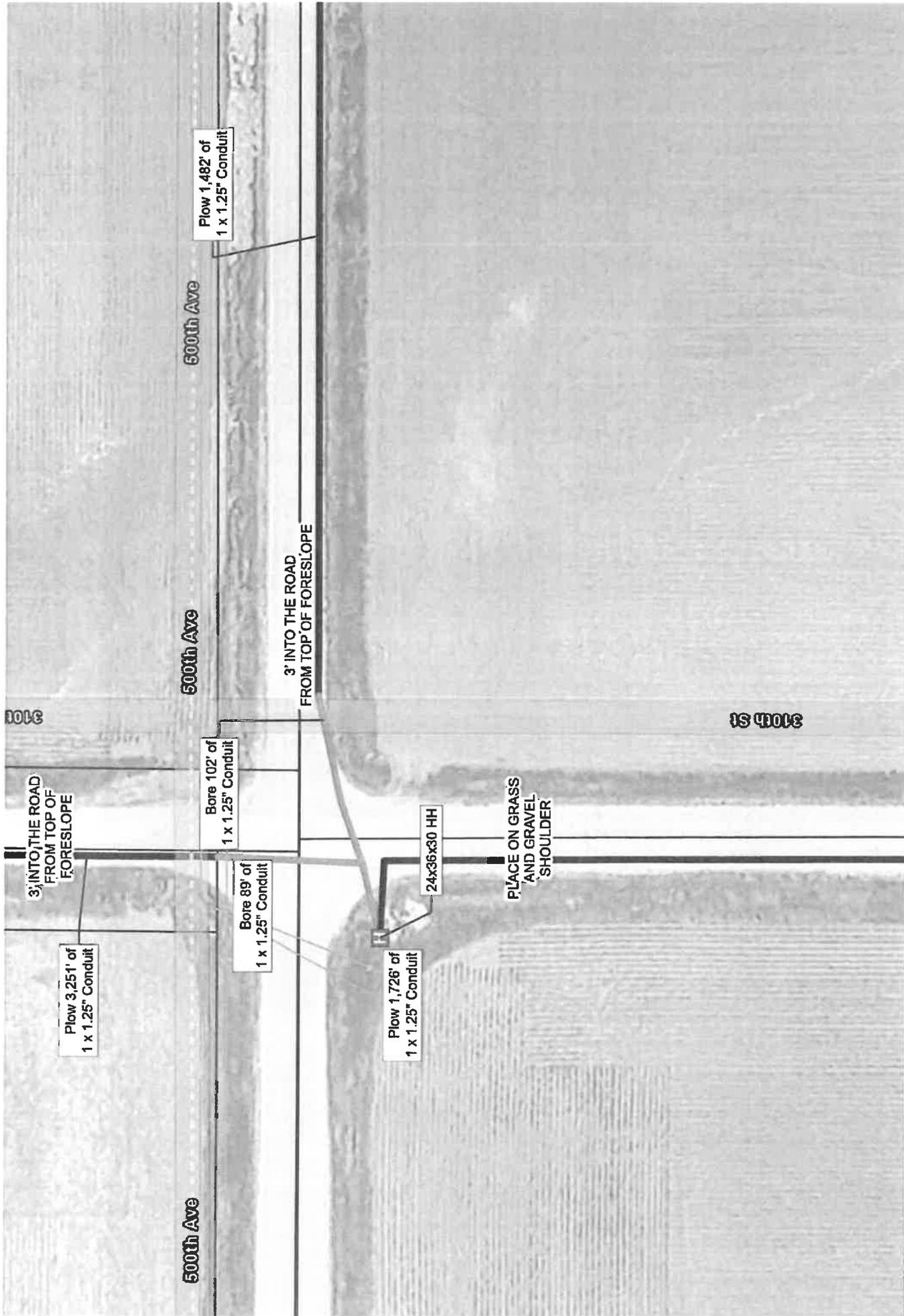


LEGEND

	Handholes		Bore 1.25" Duct		County Parcels / ROW
	Plow 1.25" Duct		Public Utility Easements		Field Tiles

HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS

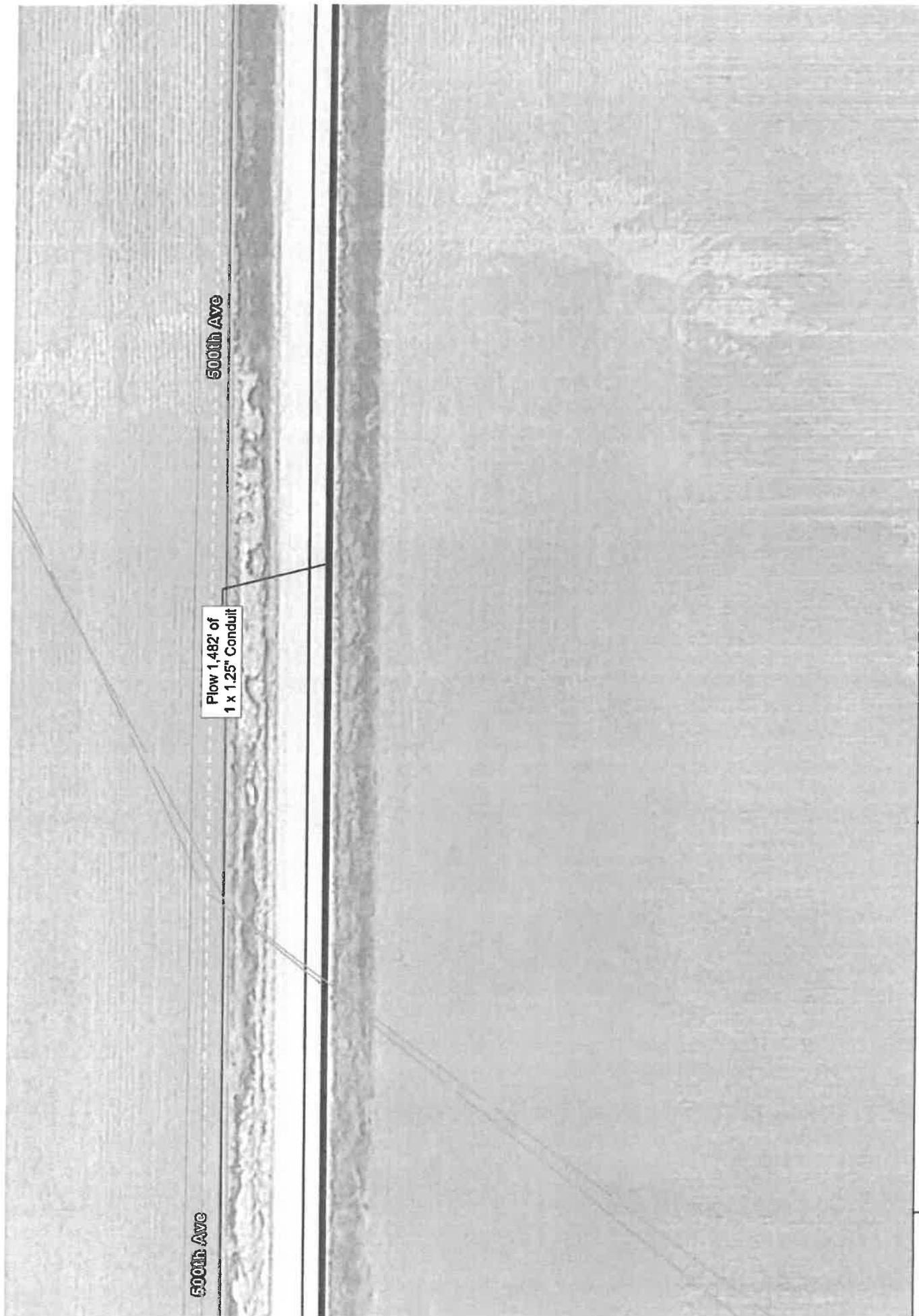




LEGEND

- Handholes
- Bore 1.25" Duct
- Flow 1.25" Duct
- Pull in Existing
- Public Utility Easements
- County Parcels / ROW
- Field Tiles

HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS



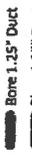
Flow 1,482' of
1 x 1.25' Conduit

500th Ave

500th Ave



LEGEND

-  Handholes
-  Bore 1.25' Duct
-  Plow 1.25' Duct
-  Pull In Existing
-  Public Utility Easements
-  County Parcels / ROW
-  Field Tiles



HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS



Plow 1,
1 x 1.25"

-500th Ave

500th Ave

Black 3/4"
duct in ROW.

Black 3/4" duct
with mainline.

Bores 211' of
1 x 1.25" Conduit

24x36x30 HH

Plow 1,482' of
1 x 1.25" Conduit

LEGEND

- Handholes
- Bore 1.25" Duct
- Pull in Existing
- County Parcels / ROW
- Plow 1.25" Duct
- Public Utility Easements
- Field Tiles

HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS



Plow 1,103' of
50 1 x 1.25" Conduit

500th Ave

500th Ave

LEGEND



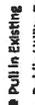
Handholes



Bare 1.25" Duct



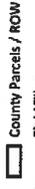
Plow 1.25" Duct



Pull in Existing



Public Utility Easements



County Parcels / ROW

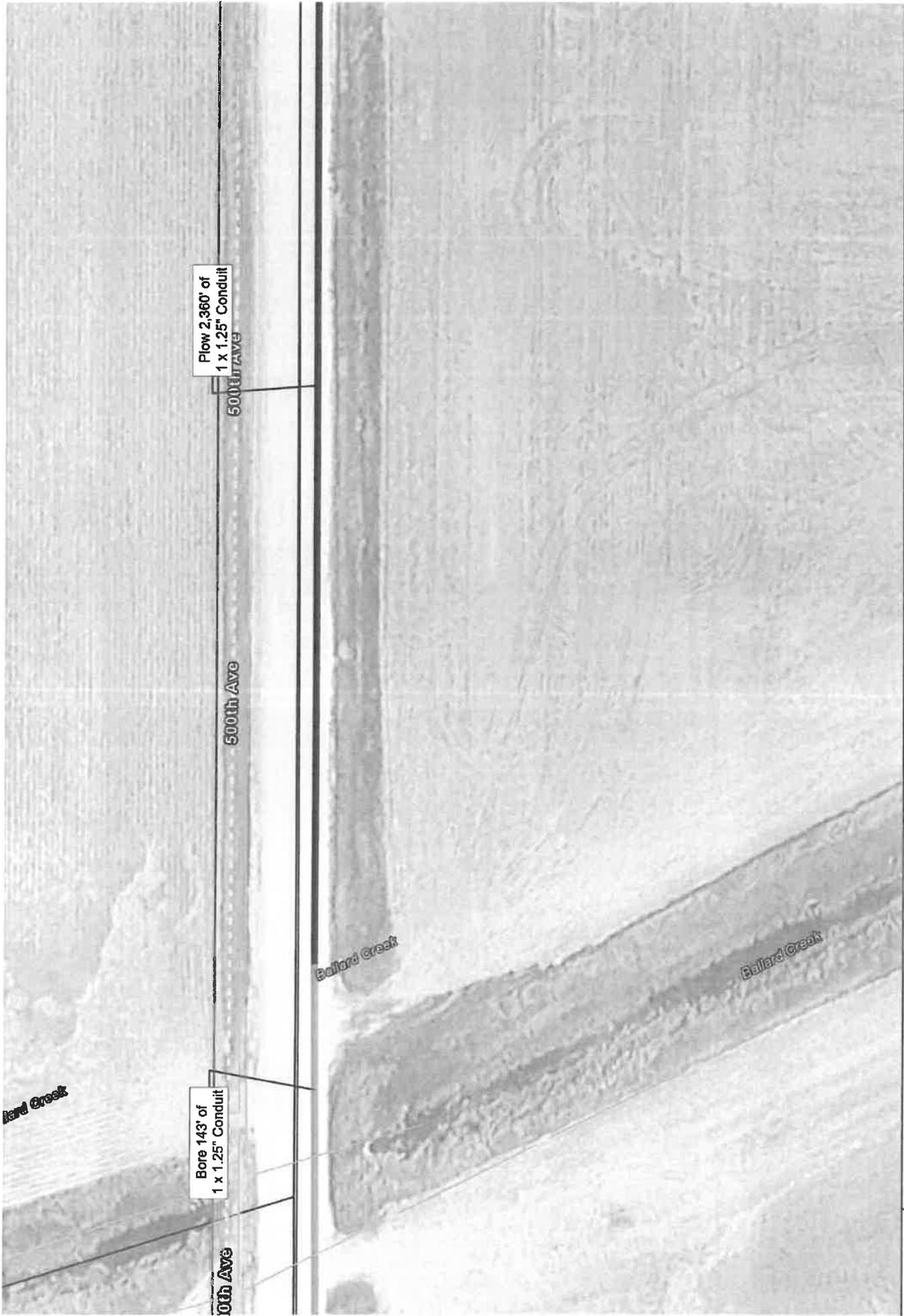


Field Tiles



HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS





Flow 2,360' of
1 x 1.25" Conduit

500th DR

500th Ave

Bore 143' of
1 x 1.25" Conduit

500th Ave

Ballard Creek

Ballard Creek

LEGEND

- Handholes
- Bore 1.25" Duct
- Flow 1.25" Duct
- County Parcels / ROW
- Pull in Existing
- Public Utility Easements
- Field Tiles

HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS



Plow 2,360' of
1 x 1.25" Conduit

th Ave

500th Ave

500th Ave



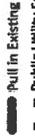
Handholes



Bore 1.25" Duct



Plow 1.25" Duct



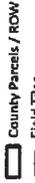
Pull in Existing



Public Utility Easements



Field Tiles



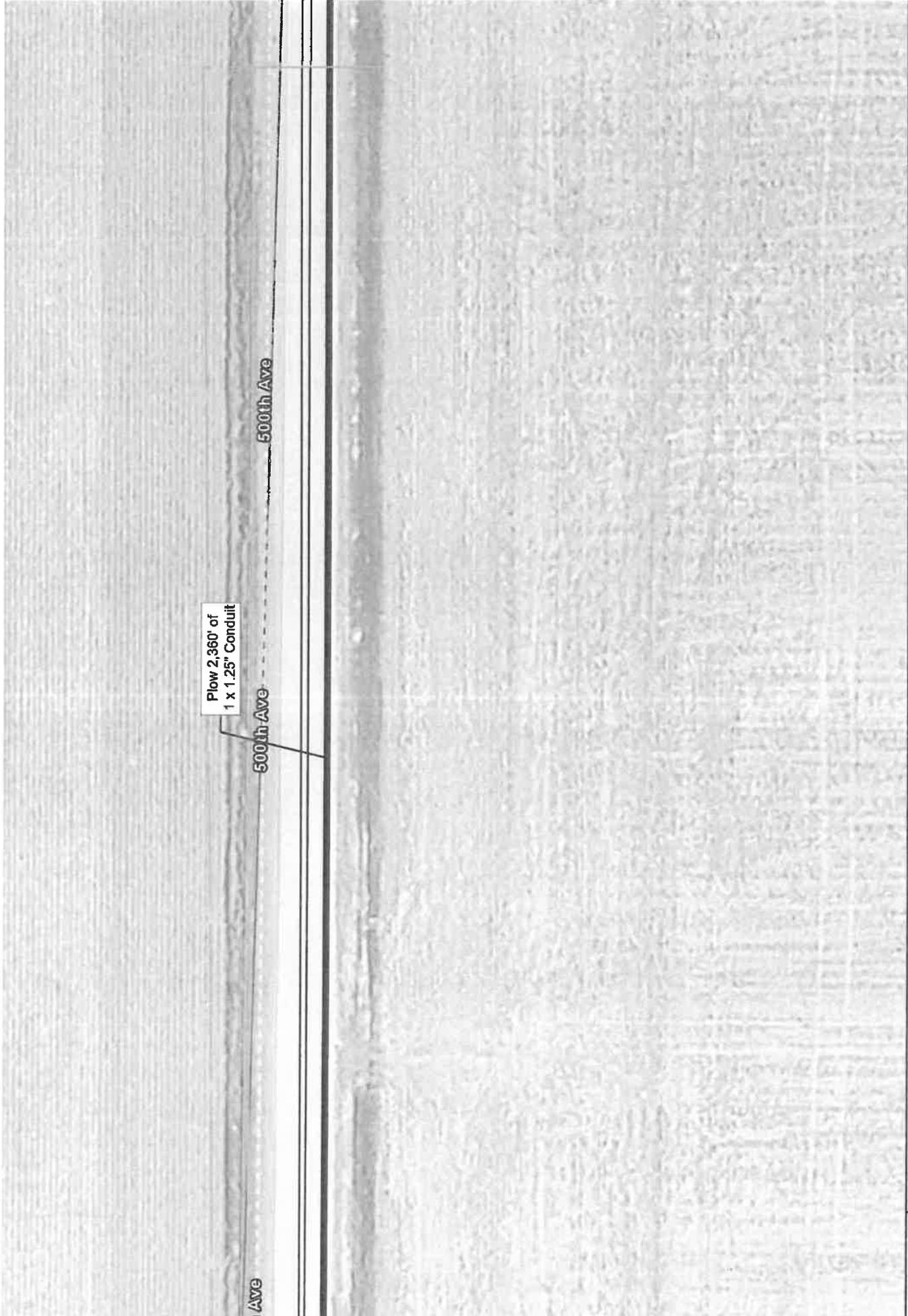
County Parcels / ROW

LEGEND



HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS





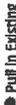
Plow 2,360' of
1 x 1.25" Conduit

500th Ave

500th Ave

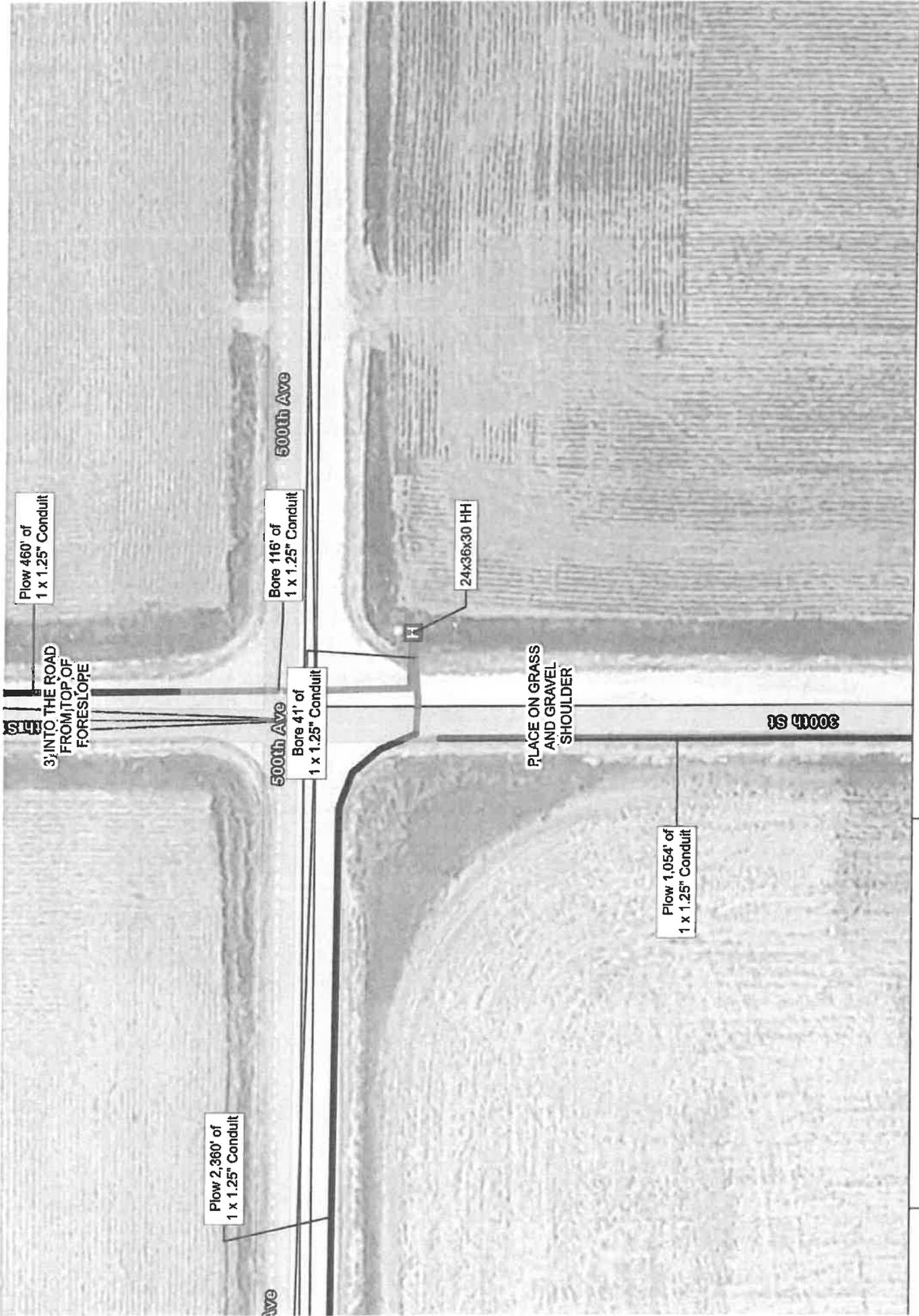


LEGEND

-  Handholes
-  Bore 1.25" Duct
-  Plow 1.25" Duct
-  Pull In Existing
-  Public Utility Easements
-  County Parcels / ROW
-  Field Tiles

HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS



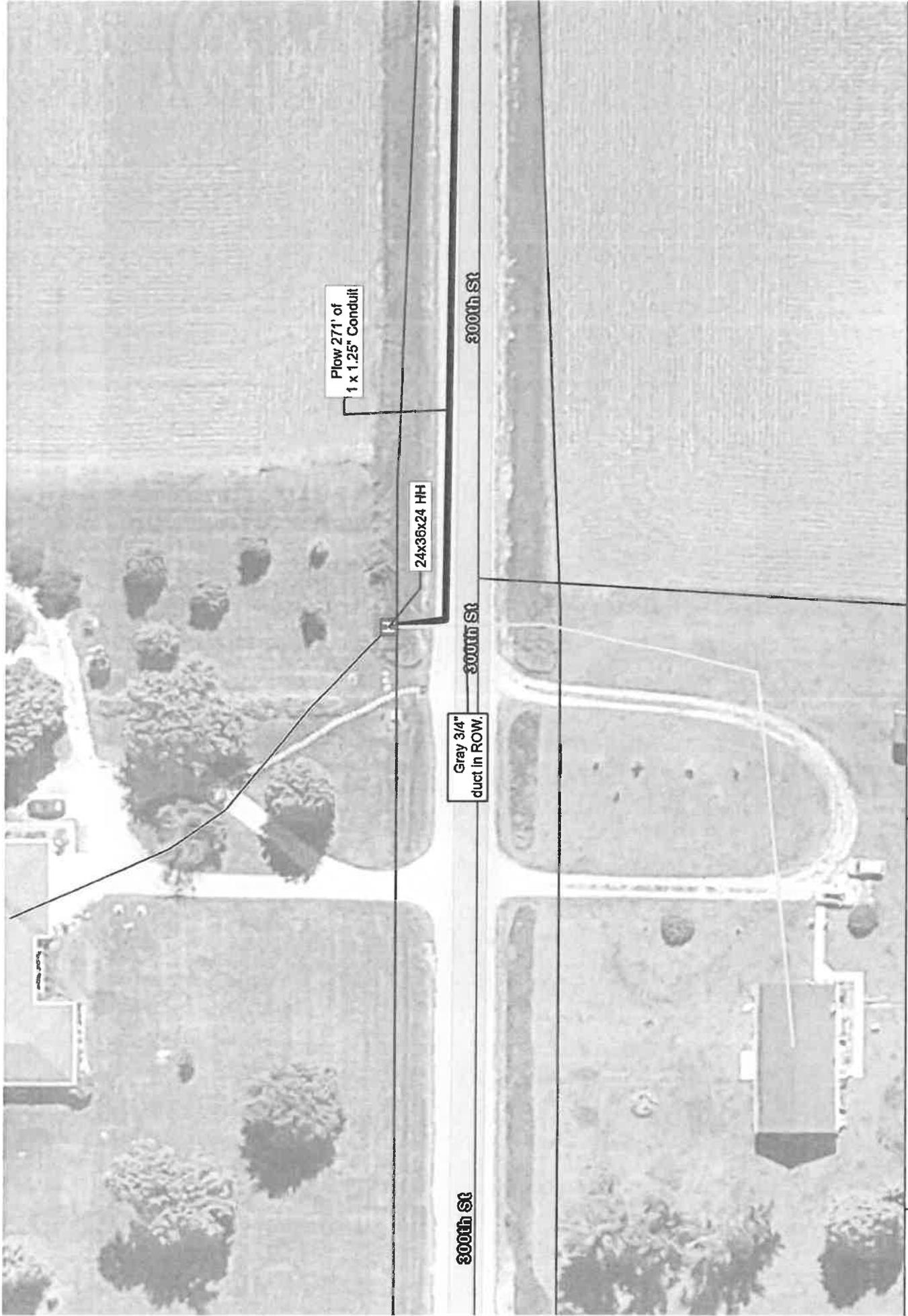


LEGEND

- Handholes
- Bore 1.25" Duct
- Flow 1.25" Duct
- Pull In Existing
- Public Utility Easements
- County Parcels / ROW
- Field Tiles

HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS



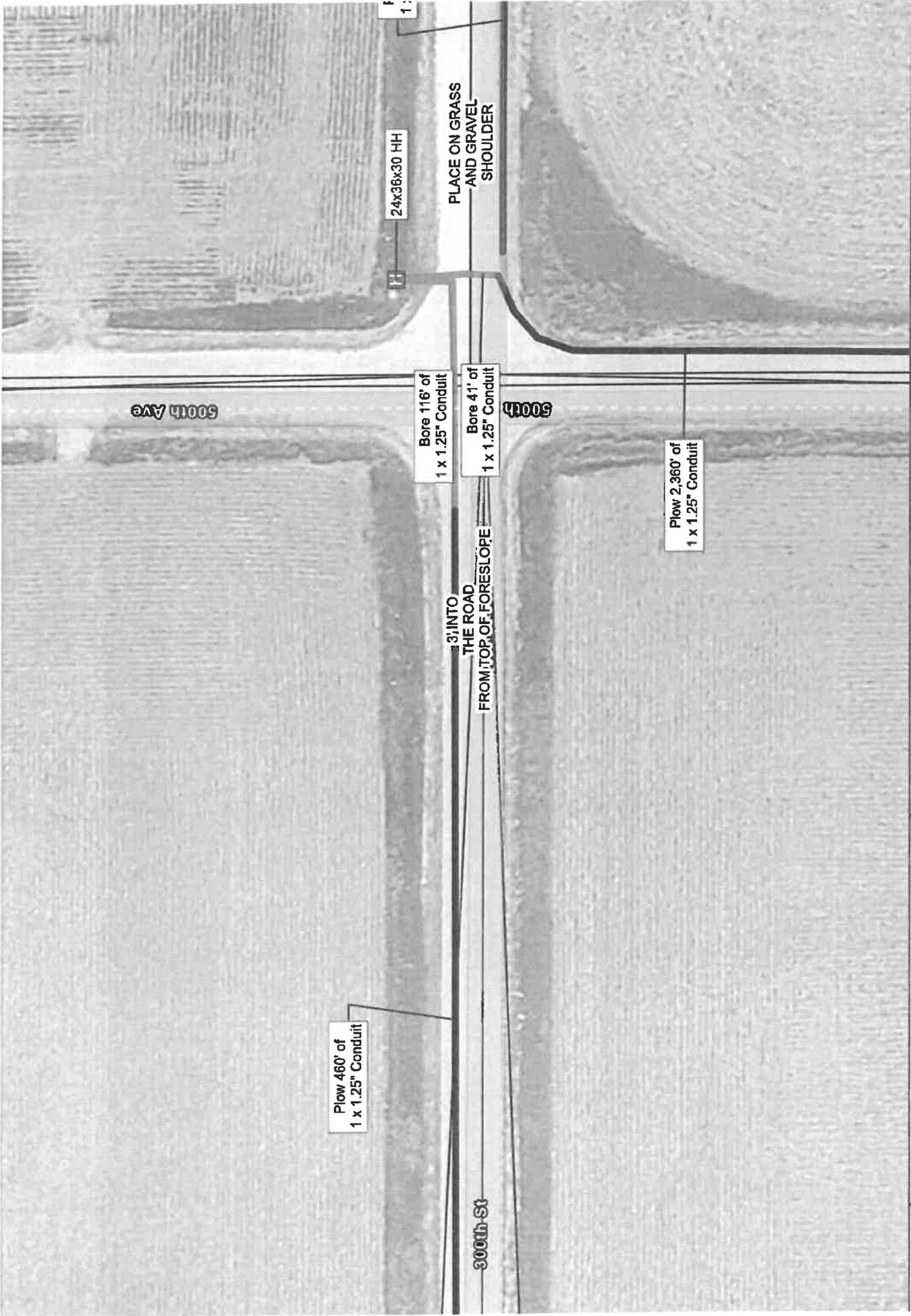


LEGEND

- H** Handholes
- Bore 1.25" Duct
- Plow 1.25" Duct
- Pull in Existing
- Public Utility Easements
- County Parcels / ROW
- Field Tiles

HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS



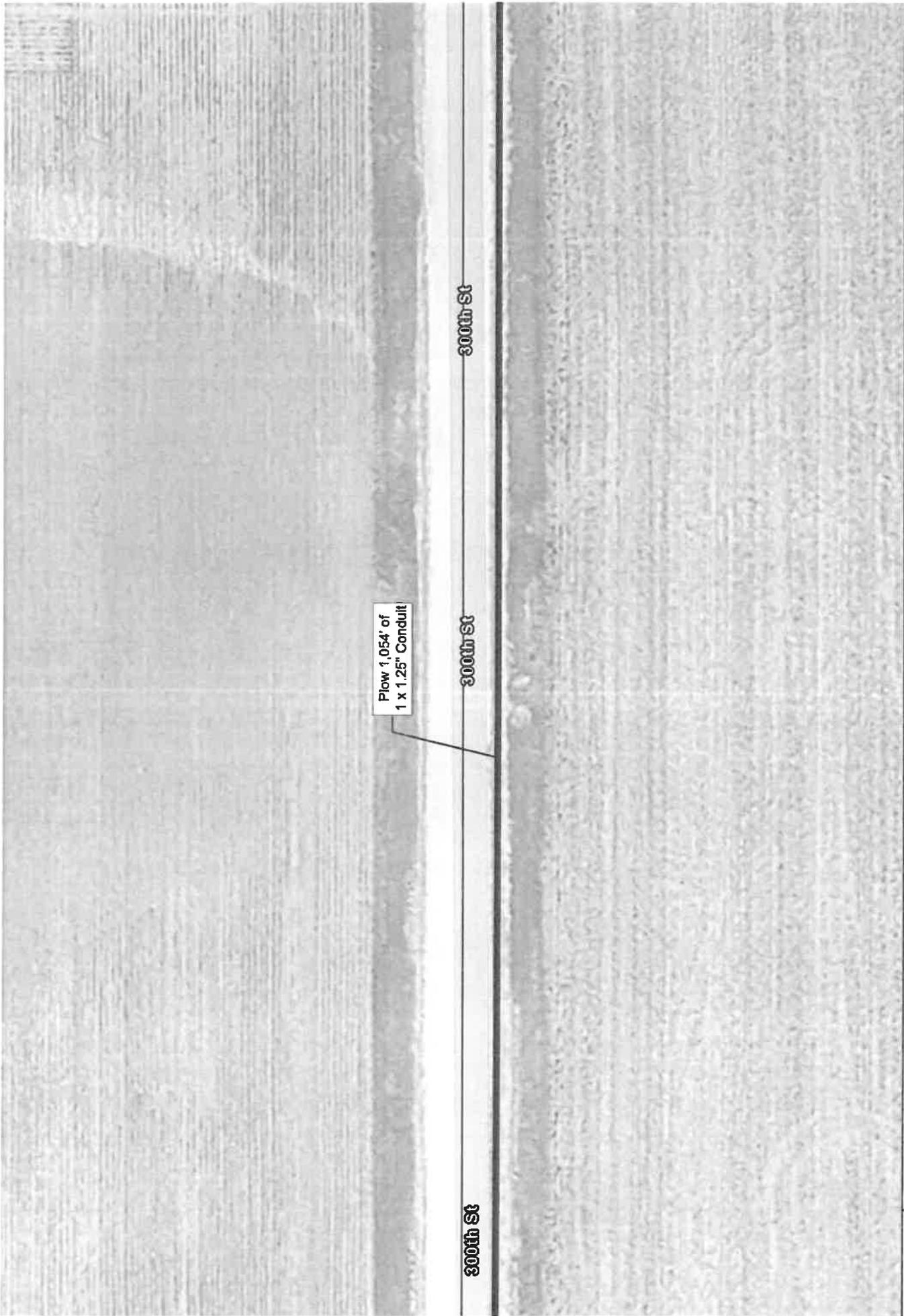


LEGEND

- Handholes
- Bore 1.25" Duct
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- Pull in Existing
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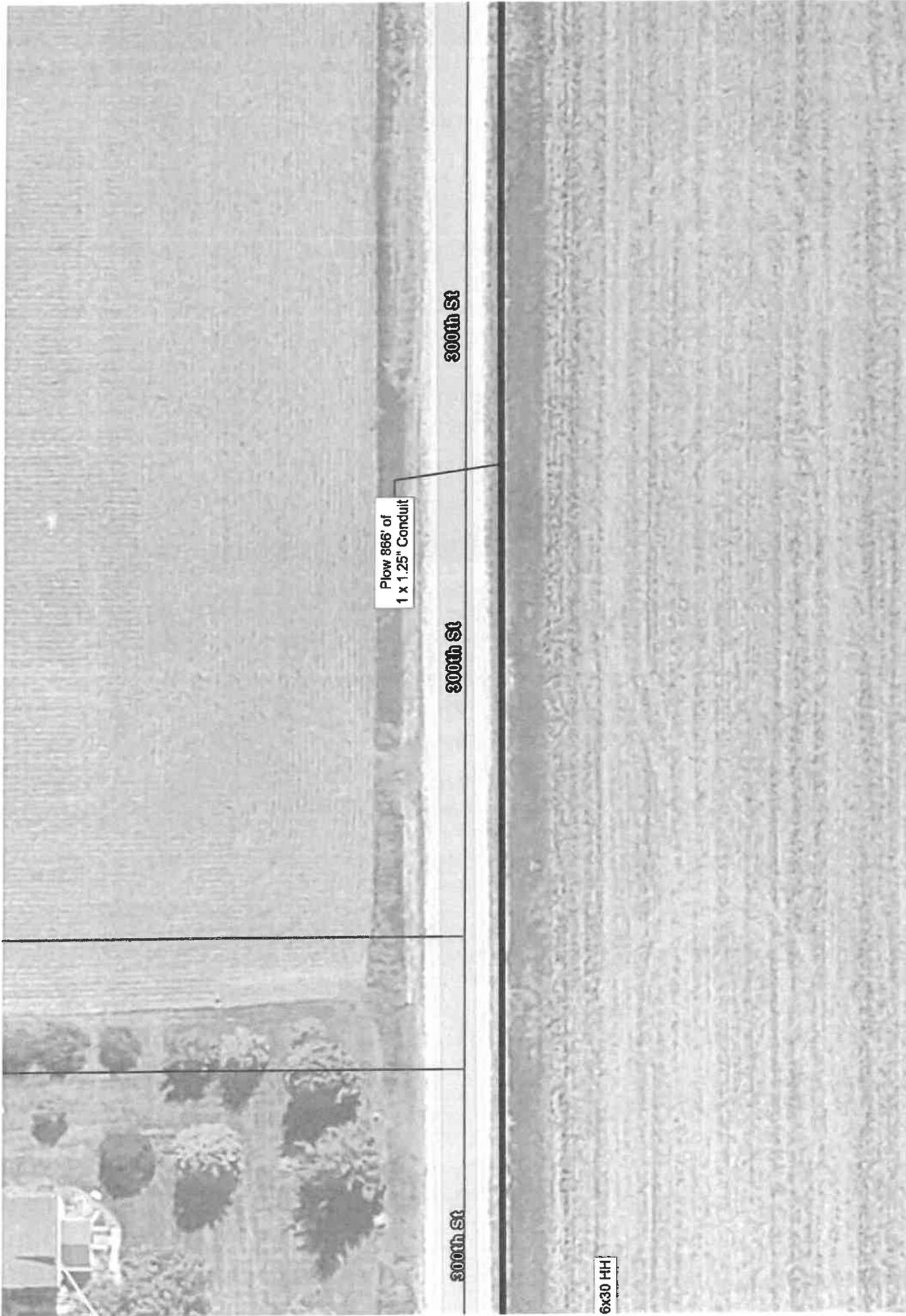


LEGEND

	Handholes		Bore 1.25" Duct		County Parcels / ROW
	Pull in Existing		Public Utility Easements		Field Tiles

HUXLEY

HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS



LEGEND

	Handholes		Bore 1.25" Duct		County Parcels / ROW
	Pull In Existing		Public Utility Easements		Field Tiles

HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS



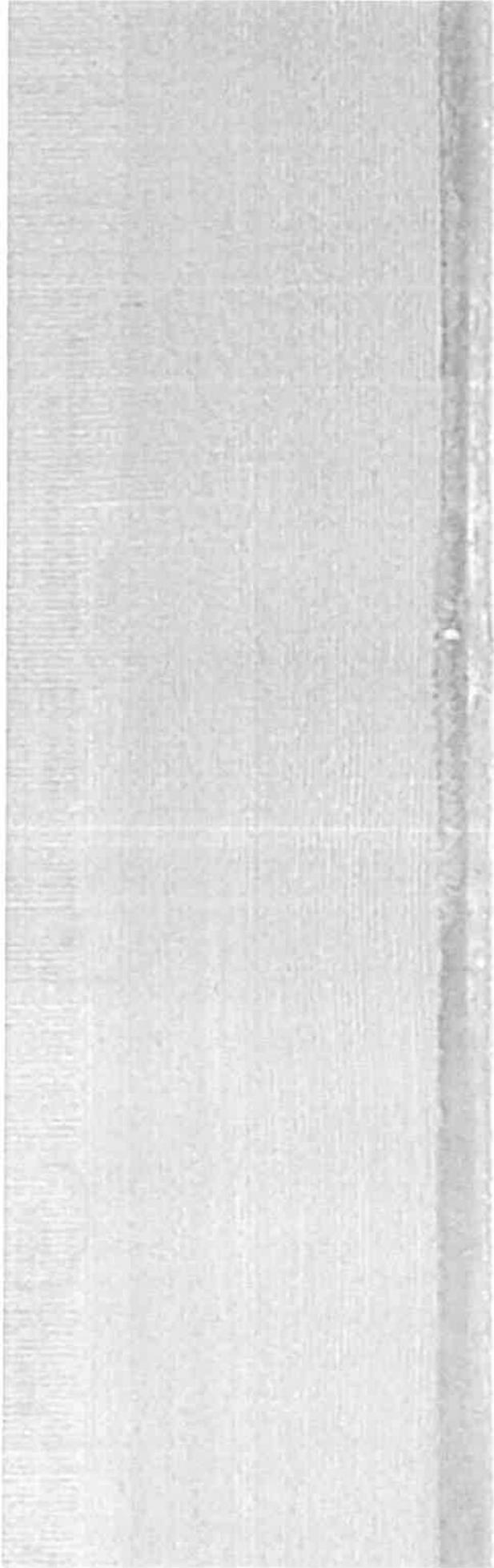
Plow 866' of
1 x 1.25" Conduit

300th St

300th St

300th St

6x30 HH



PLACE ON GRASS
AND GRAVEL
SHOULDER

300th St

300th St

300th St

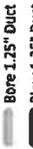
24x36x30 HH



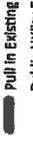
LEGEND



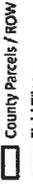
Handholes



Bore 1.25" Duct



Plow 1.25" Duct



Public Utility Easements



Field Tiles



County Parcels / ROW



HUXLEY COMMUNICATIONS FIBER OPTIC TYPICAL DEPTH AT 42". PLACEMENT ON PAVED ROADS

Disaster Recovery Management Site Plan



Story County
900 6th Street
Nevada, Iowa 50201
Board of Supervisors:
515-382-7200
Facilities Management:
515-382-7400
Planning and Development:
515-382-7245

APPROVED

DENIED

Board Member Initials: AKH

Meeting Date: 6-3-25

Follow-up action: _____

SCS ENGINEERS

27223396.00 | April 10, 2025

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Table of Contents

Section	Page
1.0 Introduction.....	1
1.1 Purpose and Scope	1
1.1.1 Facility Location	1
1.1.2 Facility Description	1
1.1.3 Hours and Days of Operation.....	1
1.2 Pre-Plan and After-Action Evaluation	2
1.3 Non-Active Site Management	2
2.0 Waste Stream Descriptions and Volumes	2
2.1 Description of Waste Stream.....	2
2.1.1 Volumes and Dimensions of Debris Disposal Areas	3
2.2 Final Destination of Disaster Debris	4
3.0 Personnel Roles and Responsibilities.....	5
3.1 Personal Protective Equipment	6
4.0 Traffic Control and Unloading.....	7
4.1 Facility Access Control and Security.....	7
4.2 Traffic Flow.....	7
4.3 Signs.....	8
4.4 Site Lighting	8
5.0 Documentation	8
6.0 Standard Operating Procedures.....	9
6.1 Facility Preparation and Layout	9
6.2 Mixed C&D Receiving, Sorting, and Storage.....	9
6.3 Household Hazardous Waste Receiving and Sorting.....	9
6.4 White Goods and Metals.....	9
6.5 Woody Debris Receiving Area	9
6.6 Woody Debris Processing and offloading Areas	10
6.7 Office and Rest Area	10
6.8 Storage Shed	10
7.0 Equipment.....	10
7.1 Heavy Equipment and Backup Equipment	11
7.2 Equipment Care.....	12
8.0 Environmental and Operational Controls.....	12
8.1 Dust Control	12
8.2 Facility Maintenance	12
9.0 Contingency Operations	12
9.1 Fire Control Plan	12
9.2 Inclement Weather Operations.....	13
9.3 Personal Injury Accidents.....	13
9.4 Spill Prevention and Response.....	14

Tables

Table 1.	Debris Volumes and Processing Area Requirements	3
Table 2.	Woody Debris Volumes and Storage/Processing Area Requirements	4
Table 3.	Processing and Debris Management Equipment Requirements.....	11
Table 4.	Processing and Debris Management Equipment Rental Businesses	11

Appendix

Appendix A	Site Location and Site Plan Maps
Appendix B	Emergency Contact List

1.0 INTRODUCTION

1.1 PURPOSE AND SCOPE

Story County (County) is responsible for the public health, safety, and welfare of the residents of the County. Part of this responsibility is planning for and developing the infrastructure and operational framework for managing storm debris associated with natural or manmade disasters. This Disaster Recovery Management Site Plan (DDMSP) describes the components of the County's disaster recovery management site (Facility), provides guidance for its utilization, and outlines descriptions of the general operations. This DDMSP complies with the requirements of state and federal rules for debris handling. Operations conducted at the Facility are designed to adhere to the guidelines outlined in this DDMSP. Updates to the DDMSP may occur in order to align with operational needs of the Facility. The use of the site can either be temporary with appropriate time frames associated with the magnitude of the event necessitating its use, or at some future time, the Story County Board of Supervisors may designate the site to operate on a permanent basis. The DDMSP differentiates action steps and operational needs based on temporary uses or permanent use. The facility, regardless of its use status, is intended for use by unincorporated residents.

1.1.1 Facility Location

The Facility is located at 60016 160th Street, Nevada, Iowa 50201. The site's location is approximately 2.6 miles east of Interstate 35 and the main entrance to the Facility is located on 160th Street. A general Site Location Map is provided in Appendix A.

1.1.2 Facility Description

The 20-acre Facility was previously used for stover storage and has a gravel and grass base, as well as a gravel loop drive with access to northern 160th Street, a gravel County road. The road directly west of the Facility is 600th Avenue, a paved County road. The Facility is designed to be used as a debris staging and reduction site for disaster debris including, but not limited to, woody debris, construction and demolition (C&D) debris, and household hazardous waste (HHW). A conceptual Site Plan for use in a permanent state is provided in Appendix A. The proposed Facility has designated traffic patterns between the distinct staging and processing areas for the various accepted waste streams. Other structures within the Facility include a woody debris burning area, stormwater runoff ponds, and an office area. The eastern one-third of the site cannot be used (either on a temporary or permanent basis) as this area is delineated wetland.

1.1.3 Hours and Days of Operation

Generally, the Facility will be open to accept disaster debris in one of the following: from 7:00 a.m. to 5:00 p.m. on days designated by Story County or "by appointment only" by contacting Story County Facilities Management. However, the days and hours that the Facility is open to receive disaster debris materials may be adjusted as needed.

Generally, the last daily loads will be accepted sixty minutes before the selected closing time and the Facility may then remain active (no waste deliveries) to allow time for equipment operators to unload and compact debris loads, office staff to complete paperwork, and general Facility or equipment maintenance. The Facility will normally be closed on Sundays and the actual hours of operation will be posted at the main entrance to the Facility and on Story County's website.

1.2 PRE-PLAN AND AFTER-ACTION EVALUATION

If at such time the site is transitioned to permanent operations, in order to ensure preparedness ahead of a natural or manmade disaster, the operating procedures outlined in this DDMSPP should be simulated to evaluate its efficacy and incorporate any lessons learned. By pre-planning, the County can ensure its ability to effectively manage debris during a natural or manmade disaster. After the Facility is constructed, the simulation of a natural or manmade disaster will help identify challenges and operational gaps, allowing for the refinement of the plan. As long as the site remains in a temporary state, activated only following (or in anticipation of) an event, this plan should be evaluated annually and revisions adopted as needed.

Whether the site is used in a permanent or temporary state, the same principle applies after an actual natural or manmade disaster event. Following each event, comprehensive after-action reviews should be conducted to evaluate performance through debriefs and incorporate lessons learned. These insights should inform ongoing planning efforts, training and exercise activities, and adherence to state and federal guidance.

1.3 NON-ACTIVE SITE MANAGEMENT

When the site is not activated, the site will be seeded in native vegetation on the western two-thirds and restored wetlands on the eastern one-third. Appropriate land management techniques will be followed including, but not limited to mowing, re-seeding, and controlled burning.

2.0 WASTE STREAM DESCRIPTIONS AND VOLUMES

2.1 DESCRIPTION OF WASTE STREAM

The disaster debris accepted at the Facility includes woody debris, construction and demolition waste, white goods, and HHW resulting from a natural or manmade disaster. The different types of waste streams are defined in the Iowa Administrative Code (IAC) Environmental Protection Commission 567, as described below:

“Construction and demolition waste” means waste building materials including wood, metals, and rubble which result from construction or demolition of structures. Such waste shall also include trees.

“Household hazardous material/waste” means a product used for residential purposes and designated by rule of the department of natural resources and may include any hazardous substance as defined in section 455B.411, subsection 2; and any hazardous waste as defined in section 455B.411, subsection 3. However, “household hazardous material” does not include noncaustic household cleaners, laundry detergents or soaps, dishwashing compounds, chlorine bleach, personal care products, personal care soaps, cosmetics, and medications.

“White goods” means appliances including, but not limited to, refrigerators, freezers, window unit air conditioners, central heating/air conditioning units, washers, dryers, microwave ovens, and fluorescent light ballasts.

“Yard waste” means debris such as grass clippings, leaves, garden waste, brush and trees (including woody debris as mentioned in 567 IAC 23.2(3)).

2.1.1 Volumes and Dimensions of Debris Disposal Areas

Guidelines for estimating disaster debris are provided in the Federal Emergency Management Agency (FEMA) Debris Estimating Field Guide, dated September 2010. Based on the guidelines, the anticipated debris to be received per day and the corresponding storage area dimensions are provided in **Table 1**. The figures represented in the following tables are based on a worst-case scenario event, and the amount of debris associated with such limited to the unincorporated areas of Story County.

Table 1. Debris Volumes and Processing Area Requirements

	Mixed C&D	HHW	White Goods/ Metals	Yard Waste/Woody Debris
Square Yards Per Acre (SY/AC)	4,840	4,840	4,840	4,840
Foot Stack Height ¹	15	3	4	15
Total Yards	5	1	1.33	5
Volume Per Acre (CY/Acre)	24,200	4,840	6,453	24,200
Total Waste Estimate (CY)	31,500	240	480	13,000
Storage Area Requirements (AC)	1.30	0.05	0.07	0.54
Interior Circulation Factor ²	1.1	1.1	1.1	1.1
Static Storage Requirements (AC)	1.43	0.05	0.08	0.59
Processing ³	1	1	1	1
Estimated Storage Requirements (AC)	1.43	0.05	0.08	0.59

Notes:

¹ Assumed max stack height for this type of material.

² Assumed 10% of the area is dedicated to operation/equipment.

³ Number of times a DMS site can be filled to capacity based on processing rates. Material will be processed and moved at the end of each day.

Processing woody debris will take different forms. Upon receipt, the woody debris will be transported to a processing area for size reduction, achieved through grinding or incineration. Then it will be temporarily stored before being dispatched offsite for potential reuse or disposal. **Table 2** outlines the daily debris quantities to be managed and the associated dimensions of the processing and storage areas.

Table 2. Woody Debris Volumes and Storage/Processing Area Requirements

	Storage Area	Burning Area	Grinding Area
Square Yards Per Acre (SY/AC)	4,840	4,840	4,840
Foot Stack Height ¹	15	6	15
Total Yards	5	2	5
Volume Per Acre (CY/Acre)	24,200	9,680	24,000
Total Waste Estimate	19,000	1,800	15,800
Storage Area Requirements (AC)	0.79	0.19	0.65
Interior Circulation Factor ²	1.1	1.1	1.1
Static Storage Requirements (AC)	0.86	0.20	0.72
Processing ³	1	1	1
Estimated Storage Requirements (AC)	0.86	0.20	0.72

Notes:

- 1 Assumed max stack height for this type of material.
- 2 Assumed 10% of the area is dedicated to operation/equipment.
- 3 Number of times a DMS site can be filled to capacity based on processing rates. Material will be processed and moved at the end of each day.

2.2 FINAL DESTINATION OF DISASTER DEBRIS

Depending on the nature of the event and whether the site is activated on a temporary basis or has transitioned to a permanent facility, the transportation of materials to and from the site is described in this section.

Debris generated from a natural or manmade disaster may be brought to the Facility by County departments, the public, or a contracted waste collection service, sorted, and processed prior to final disposition at another location. During times of disaster, the Iowa Department of Natural Resources (DNR) acknowledges the necessity of occasionally waiving specific solid waste disposal rules to speed safe and efficient disposal of debris. In accordance with DNR guidelines, the following outlines an approach to the proper disposal, and where feasible, utilization for beneficial purposes, of the disaster debris categories. Ultimately, the Story County staff designated by the Board of Supervisors for ongoing operations/management of the site will need to identify the final disposition of whole, reduced, or recycled debris.

Woody Debris/Yard Waste

Beneficial Reuse

- Whole Yard Waste
 - A fuel or energy source
 - Bulking agent for composting
 - Animal bedding

- Raw material in the manufacture of paper products, particle board, or similar materials
- Burnt Yard Waste (Ash)
 - Landfill disposal (mix with soil for alternative daily cover with DNR approval)
 - Carbon source and bulking agent at composting sites
 - Concrete ingredient
 - Land applied to surface to improve soil
- Chipped Yard Waste
 - Mulch
 - Taken to a composting site

Metro Waste Authority – Metro Park East Landfill

- While landfilling remains an option, it is discouraged by DNR in favor of beneficial uses or volume reduction (i.e., burning and chipping).

C&D Debris and White Goods

Beneficial Reuse

- Concrete, asphalt, and masonry products can be crushed and used as base material for certain road construction projects, or as trench backfill if clean. Debris targeted for base materials need to meet state requirements.
- Most ferrous and non-ferrous metal debris are suitable for recycling at scrap metal facilities.

Metro Waste Authority – Metro Park East Landfill

- While landfilling remains an option, it is discouraged by DNR in favor of beneficial uses.

Household Hazardous Waste

HHW generated during a disaster has special disposal requirements. To dispose of the materials, the local solid waste agency should be contacted about proper disposal requirements.

Metro Waste Authority – Regional Collection Center

- Metro Waste Authority staff provide HHW management and disposal services for residents and very small quantity generators (VSQGs) in Story County.

3.0 PERSONNEL ROLES AND RESPONSIBILITIES

The County can employ its personnel, contractors, or a combination of both to oversee debris removal activities at the Facility. The County may hire contractors, such as solid waste collection companies, debris management contractors, and debris management monitoring contractors to increase local resources available for debris management operations. To ensure preparedness, it is advisable for the County to issue a Request for Quotation annually or to pre-qualify contractors capable of performing such operations. Regardless of who forms part of the disaster debris management team, they must receive adequate training tailored to their assigned roles. While the Facility is being used on a temporary basis, it is recommended that annual training, including renewing this plan, shall be conducted with all applicable personnel. Each team member bears responsibility for executing debris operations in alignment with the established goals and objectives. Below are typical roles critical to the operations:

Site Manager – The Site Manager holds the responsibility of overseeing daily operations, maintaining daily records, compiling progress reports, and enforcing safety standards and regulations. The manager also supervises the actions of the personnel and/or contractors on-site to ensure their adherence to contractual obligations.

Health and Safety Manager – The Health and Safety Manager has the responsibility of ensuring that the site operations are in compliance with state and federal occupational safety regulations.

Monitors – Monitors, whether County designated personnel or contractors working on behalf of the County, should be stationed at entrance and exit points to quantify debris loads, issue load tickets, inspect and validate truck capacities, check loads for hazardous waste, and perform quality control checks. The specific duties of these Monitors may vary depending on their assigned role.

Safety Personnel – Safety Personnel are responsible for traffic control and include flag personnel.

3.1 PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment (PPE) serves as a safeguard in helping to create a safe working environment for personnel. It is important to note that PPE does not eliminate or diminish hazards like administrative or engineering controls. Instead, PPE functions as a protective barrier to reduce the risk of injury when individuals are exposed to workplace hazards. The following PPE may be applicable for use at the Facility.

- **Head Protection:** This encompasses equipment designed to safeguard an individual's head from hazards like objects that are falling and/or thrown, or head injuries from low-hanging objects. PPE for head protection should adhere to the American National Standards Institute (ANSI).
- **Foot Protection:** This includes equipment designed to shield an individual's feet and toes from hazards such as falling or rolling objects or potential punctures. PPE for foot protection must meet the criteria of ANSI.
- **Hand Protection:** This comprises equipment intended to shield an individual's hands from hazards like sharp or abrasive surfaces. The choice of hand protection depends on the specific situation and glove characteristics. For example, gloves suitable for electrical hazard protection may not be appropriate for handling sharp or abrasive materials.
- **Vision/Face Protection:** This involves equipment designed to protect an individual's eyes or face from hazards such as flying objects. PPE for eye and face protection should adhere to ANSI. The type of eye/face protection needed varies depending on the situation and equipment involved.
- **Hearing Protection:** This consists of equipment designed to safeguard an individual's hearing from prolonged exposure to high noise levels. As per Occupational Safety and Health Administration (OSHA) standards, permissible sound exposure should not exceed an average of 85 decibels over an eight-hour workday. Hearing protection is mandatory for noise levels exceeding this threshold. PPE for hearing protection must meet ANSI standards.

- **Respiratory Protection:** This includes equipment designed to protect an individual's respiratory system when breathing air contaminated with hazardous gases, vapors, airborne particles, etc. PPE for respiratory protection should comply with ANSI. Additionally, the use of respiratory protection necessitates a qualitative fit test and, in some cases, a pulmonary fit test administered by a licensed medical professional.
- **Safety Vest:** Safety vests are designed to enhance visibility and identification of personnel in work environments. They serve to protect workers from potential vehicular or equipment-related accidents and should be retro reflective during low light or nighttime.
- **Long Sleeves/Pants:** Long sleeves and pants provide an extra layer of protection by acting as a physical barrier that protects workers from potential hazards such as sharp objects and abrasive materials. These garments can also reduce the risk of sunburn and contact with hazardous chemicals.

4.0 TRAFFIC CONTROL AND UNLOADING

4.1 FACILITY ACCESS CONTROL AND SECURITY

Improvements to the Facility are necessary to enhance security, including the installation of a perimeter barrier including trees and shrubs and fencing along the north property boundary to prevent unauthorized dumping and the establishment of entrance gates. All vehicular access must occur through one of two monitored facility entrance points. Customers (i.e., residents and contracted waste collection services) access will only be permitted during hours of operation and while authorized operators are on duty. After operational hours, the Facility may remain open to allow for office staff to complete paperwork; equipment operators to compact, process, and load the wastes for off-site removal; and for general Facility or equipment maintenance. Security will be maintained by locking the entrance gate during the times the Facility is not operating.

4.2 TRAFFIC FLOW

This section applies whether the site is activated on a temporary basis or the Facility has become permanent.

Customers are instructed to enter the Facility through one of the two entrance points along 160th Street, depending on the scale of the natural or manmade disaster and anticipated traffic volume. Directional signage, and possibly flag personnel, will guide customers from the controlled entrance to the appropriate active receiving areas within the Facility. The purpose of directional signage and the potential use of flag personnel is to provide clear instructions on entry, unloading, and departure.

Prior to dropping off debris at one of the designated receiving areas, a Monitor located at the designated entrance may validate truck capacities and will screen and document incoming debris to ensure compliance. Customers including debris collection services may be required to present their load tickets to the Monitors. Prior to exiting the Facility, the Monitor located in the exit will ensure the entire loads have been released and may request documentation, as required.

The burning area and receiving areas for mixed C&D, HHW, white goods/metals, and woody debris should be staffed with at least one Monitor, who also has the responsibility to screen incoming debris. The equipment operator may serve as the screening Monitor if properly trained. When unauthorized waste is discovered, the equipment operator may either move the unauthorized waste away from the active area for later removal and proper management, may stop operation and notify

personnel to remove the unauthorized waste, or may have the customer retrieve the waste for proper management.

Alternative on-site traffic patterns have been designed to accommodate varying traffic levels and vehicle types. On days with light traffic, the western gate will be accessible for customers to enter the Facility. Customers will follow the westernmost road to offload their debris and use the interior loop roads to exit the Facility using the east gate. Alternatively, trucks and semi-trailers responsible for hauling the waste will utilize a separate route designated for them, bypassing the offloading road and utilizing the easternmost semi-trailer route for debris collection. This approach minimizes confusion and improves safety. On high traffic days, the eastern gate will be utilized for vehicles entering and exiting the Facility.

4.3 SIGNS

Signs are utilized to inform the customers of important information concerning the Facility. Signs may be placed near the entrance of the Facility to provide information concerning the name of the operating authority, operating hours, and restrictions or conditions of disposal. Traffic signs along with barricades, and potentially flag personnel, will aid in directing traffic at various locations. Signs should also be posted at each designated receiving area to assist customers in properly using the Facility. Signage should also be placed to designate areas of storage locations for fuel and equipment.

Customers who violate the posted Facility policies may be temporarily prohibited from delivering disaster debris to the Facility.

4.4 SITE LIGHTING

Depending on the time of year and expected quantities of debris, mobile lights are recommended for safety reasons and to facilitate operations during low-visibility hours and night-time. Areas that require lighting include but are not limited to active receiving and processing areas, Facility access points, and any areas with heavy equipment operations. The portability of these lights allow adaptability to changing site conditions and operational needs. Well-lit areas also contribute to site security by deterring unauthorized access and potential incidents of vandalism. All site light is required to meet County standards for lighting.

5.0 DOCUMENTATION

The County is responsible for maintaining comprehensive and accurate documentation to support all disaster debris management operations. The documentation is required by FEMA to ensure compliance and support reimbursement from state or federal assistance programs. Given that rules and regulations dictating documentation requirements and operational procedures may change, it is important to conduct an annual review of the FEMA guidance to provide updated information to the appropriate stakeholders. The development of a debris monitoring and tracking process is important to ensure the accuracy of internal and/or contractor debris management and billing. Key elements to be observed and documented when monitoring include, but may not be limited to:

- Type of debris collected
- Pictures of debris collected
- Debris collection location
- Amount of debris collected
- Personnel and equipment records

- Staff labor hours
- Amount and volume of debris processed
- Final disposition of each type of debris (i.e., reduction, beneficial reuse, recycling)
- Contractor documentation
- Financial statements
- Regulatory compliance records

6.0 STANDARD OPERATING PROCEDURES

To meet the debris management strategy goals and to ensure that the Facility operates efficiently, management of the Facility should be under the direction of the County. This can be done using County personnel or contracted services to manage the Facility. In either case, a Site Manager, Monitors, and Safety Personnel should be on-site to supervise and support safe and efficient operations when the site is activated.

6.1 FACILITY PREPARATION AND LAYOUT

Temporary receiving and storage areas for the debris have been designed and are marked on **Figure 2**. The operational boundaries designate specific areas to manage specific materials. To establish the operational boundaries on-site, personnel may consider using earthen berms, temporary barriers, staking out the boundaries, or other physical restrictions. The operational areas and their procedures are provided in the following sections.

6.2 MIXED C&D RECEIVING, SORTING, AND STORAGE

The C&D area, located south of the western entrance spans 1.43 acres. The area will be subdivided into distinct zones for receiving/unloading, sorting, and storing/staging debris. Within this space, approximately 0.14 acres will be designated for operational activities for equipment to operate. Recognizing that this waste category produces dust, a dust control fence may be installed along the western perimeter boundary, mitigating dust dispersion onto the main road.

6.3 HOUSEHOLD HAZARDOUS WASTE RECEIVING AND SORTING

South of the C&D area is the HHW receiving area that encompasses 0.05 acres for the receiving and sorting of HHW. Only authorized personnel will be allowed access to this area to sort and store the HHW received from customers in the appropriate containers. In the event of a chemical spill, the Health and Safety Manager will be contacted. If the Facility is permanently-established, drum spill containment pallets and spill kits equipped with absorbent will be kept at the HHW receiving area for spills; contaminated waste will be disposed of appropriately.

6.4 WHITE GOODS AND METALS

This white goods and metals area is located east of the HHW receiving area. This area encompasses 0.08 acres and will be divided to manage the white goods and metals separately. Separating the metals will optimize recycling opportunities as most non-ferrous and ferrous metal debris are suitable for recycling.

6.5 WOODY DEBRIS RECEIVING AREA

Woody debris will be received and temporarily stored in the southwestern portion of the Facility, encompassing 0.59 acres. This area will only receive clean woody debris (i.e., free of garbage,

chemicals, plastics, etc.) to be processed. Within this space, approximately 0.06 acres will be designated for operational activities to include room for equipment to operate. A minimum setback of 50 feet has been established between the woody debris storage/processing areas and the wetland area.

6.6 WOODY DEBRIS PROCESSING AND OFFLOADING AREAS

After the woody debris is received, it will be sent to one of the processing areas to be burnt or ground. The burning area is located on the southern portion of the Facility and east of the woody debris receiving area. This area encompasses 0.2 acres. For this area, several incineration methods are available for volume reduction including open burning and air curtain incinerators. It is recommended to use a stationary or portable air curtain incinerator to expedite the volume reduction process while substantially reducing the environmental concerns caused by open-burning.

Setbacks and buffer zones have been established around the burning area for the safety of customers and Facility operators. A setback of at least 100 feet will be maintained between the paved public road and the incineration area. To help reduce dust dispersion, an earthen berm between 6-8 feet wide will be constructed around the burning area. The burning area has also been located in an area that allows easy access for emergency vehicles.

The grinding area, encompassing 0.72 acres, is for the woody debris to be chipped or ground. This method should reduce the amount of debris by 70% or more. The benefit of this reduction method is for reuse such as wood chips for agricultural purposes or as fuel for industrial heating.

After the woody debris has been processed, it will be moved to the storage area, located north of the grinding area. This area encompasses 0.86 acres with at least 0.09 acres for operational activities. The material will then be loaded for transportation to its final destination. If the facility is being used in a temporary capacity, the woody debris receiving, processing, and loading areas may be located close to the main east-west drive.

6.7 OFFICE AND REST AREA

If the Facility is ever transitioned to a permanent site, the Facility may establish a dedicated office space to facilitate administrative tasks and visitor services. The office and parking spaces and rest areas for personnel will be placed in the most practical places while protecting the delineated wetland on the property.

6.8 STORAGE SHED

Chemicals, tools, and equipment necessary for site operations may be securely stored in a compact storage shed situated in the eastern section of the Facility, provided they are stored outside of the delineated wetland area. Safety measures and protocols should be enforced to guarantee the safe handling and storage of these items. Although aboveground storage tanks are not proposed for the Facility, secondary containment should be used in any area that is storing, transferring, or handling fuel.

7.0 EQUIPMENT

The equipment described in this section is for use of the Facility as a permanent site.

7.1 HEAVY EQUIPMENT AND BACKUP EQUIPMENT

The primary function of heavy equipment is to manage the debris on-site, encompassing tasks such as movement and loading of debris, volume reduction, and transportation. At least one wheel loader will be assigned to the C&D and woody debris areas to perform lifting, loading, compacting, and transporting operations. Other equipment may include a dump truck, water truck, and excavator for initial Facility preparation.

The equipment selection guide indicated in **Table 3** may be adequate even if one of the pieces of equipment is temporarily out of service. If a piece of equipment is out of service for an extended period or if additional equipment is required on a temporary basis, the County should seek needed equipment from other County departments, surrounding counties, or renting equipment.

A list of local dealers who rent heavy equipment is located in **Table 4**. This list of heavy equipment rental businesses may be updated as necessary.

Table 3. Processing and Debris Management Equipment Requirements

<u>Equipment and Amount (#)</u>
Wheel Loaders with clam bucket attachments, or equal (3)
Dump Trucks, or equal (2)
Excavator with grapple attachment, or equal (1)
Horizontal Grinder, or equal (1)
Water Truck, or equal (1)
Air Burner (1)
Portable Lights (7)
Scaffolding for Inbound Inspection Towers or Scissor Lifts (2)
Traffic Control Barriers (as needed)
Portable Signage (15)
Portable Fuel Tanks (1)
Mobile Office Unit (1)
Portable Restrooms, if not provided by the mobile office unit (2)

Table 4. Processing and Debris Management Equipment Rental Businesses

<u>Name of Rental Business</u>	<u>Phone Number</u>
Big Rentz	(855) 837-9124
United Rentals	(515) 233-2100

In addition to the heavy equipment used for operating and maintaining the Facility, other support equipment is expected to perform work not essential to the operations. This equipment will be present at the Facility most of the time, but some may be off-site, temporarily out of service, or rented for a specific occasion.

One water truck should remain at the Facility while debris is on-site and will be used for dust control and fire protection. The water truck may be positioned close to the receiving area for fire protection. However, it could also be equipped with spray bars so it can be used for dust control. A fuel and maintenance truck will occasionally be on-site to assist with operations.

7.2 EQUIPMENT CARE

Routine preventive maintenance minimizes equipment downtime and increases equipment service life. Preventive maintenance varies with each piece of equipment. Therefore, the appropriate operation and maintenance manual should be consulted.

Fuels, solvents, lubricants, and other materials required for equipment maintenance shall be stored in a secure portable containment area, separate from the receiving and processing areas.

8.0 ENVIRONMENTAL AND OPERATIONAL CONTROLS

8.1 DUST CONTROL

If the Facility is a permanent site, dust will be controlled in debris receiving and storage areas by a water truck and by establishing an earthen berm around the burning area. Additionally, a dust control fence is proposed west of the C&D receiving and processing area to mitigate dust dispersion onto the main road. Watering of paved and unpaved roads outside and/or within active areas will take place routinely to prevent dust problems and such practice may also be applicable with the temporary activation of the facility.

8.2 FACILITY MAINTENANCE

Personnel will adhere to routine maintenance policies to keep the Facility clean and safe. This involves the removal of debris and/or litter that may have accumulated outside of designated areas, regular mowing of grass on premises to prevent overgrowth, and appropriate maintenance for the wetland areas and trees and shrubs that serve as the perimeter barrier. The upkeep will enhance visibility along pathways and access routes.

9.0 CONTINGENCY OPERATIONS

Contingency operations include activities for emergencies such as fire, natural or manmade disasters, personal injury, and spill prevention. Debris will not normally be delivered to the site during emergency conditions; however, the procedures in the following sections will be initiated by the following individuals at the onset of a major event that may cause an emergency. A list of Facility personnel and emergency response agencies to contact is provided in Appendix B. This list will be available in the Facilities Management and Planning and Development Offices

9.1 FIRE CONTROL PLAN

Instructions on firefighting procedures will be routinely provided for site personnel. Should fire occur at the Facility, the application of accessible cover material (i.e., dirt) may be used to cut off the flow of oxygen into the burning area. On-site fire protection includes use of the water truck. If necessary, the local fire department will be contacted to assist the Facility personnel and equipment. Appropriate fire extinguishers will be carried on the equipment and located in the office trailer at all times.

If the Facility is activated on a temporary basis, notice that the activities will be occurring at the site should be sent to appropriate emergency response agencies.

The following procedures are followed in the event of a fire at the Facility:

1. Extinguish small fires with a fire extinguisher or smother with soil - do not remain near large fires or explosive materials;
2. Determine location, extent, type, and, if possible, cause of fire or explosion;
3. Notify on-site personnel and implement safety and fire control procedures;
4. If the fire cannot be immediately controlled, the following steps should be taken:
 - a) Notify Facility Site Manager and Health and Safety Manager
 - b) Notify City of Nevada Fire Department (911, or 515-382-4593 for non-emergencies). Clearly state:
 - Location of Facility
 - Location of fire or explosion in Facility
 - Extent of fire or explosion
 - Type of fire or explosion
 - Actions now being taken
 - Injuries
5. In the case of a fire within the debris pile, all reasonable efforts shall be made to immediately extinguish or control the fire, as detailed above. If the fire cannot be extinguished or controlled within an hour, the Site Manager shall immediately:
 - a) Cease accepting debris in those areas of the Facility impacted by the fire; and
 - b) Notify the County Public Health Department (515) 239-6730 of the fire and of the fire control plan being implemented.

9.2 INCLEMENT WEATHER OPERATIONS

The operation of the Facility may be temporarily stopped by the Site Manager when continued operation is considered unsafe due to severe weather conditions. Severe weather includes the presence of nearby tornadoes, snow storms, lightning strikes, intense on-site rainfall, or flooding of roadways within the Facility.

The Site Manager will declare a temporary shutdown and direct on-site personnel to stop all incoming customers until severe weather conditions pass. All personnel and haulers present in the active areas will cease work and take shelter away from the Facility. To the best of their ability no one is to remain in the active areas during the severe weather events. The Site Manager may contact by telephone the haulers as soon as an emergency shutdown occurs and will notify them when the Facility operations resume. The Site Manager will direct the restart operations as soon as weather and site conditions permit. The public will be notified via messaging on Story County's website and social media to the degree possible.

9.3 PERSONAL INJURY ACCIDENTS

In the event of a personal injury at the Facility, the nature and extent of the injury will be assessed to the extent possible by on-site personnel using emergency first aid techniques. Treatment will be administered by appropriately trained personnel as necessary. If the injury appears to require professional medical attention, emergency assistance will be summoned. If the injury requires non-emergency medical attention, the injured party will be transported by conventional means to a place of professional medical care, (i.e., hospital, emergency room, doctor's office, or clinic). In all cases, the Site Manager will be notified. Any County staff injured will be encouraged to contact Company Nurse as soon as possible.

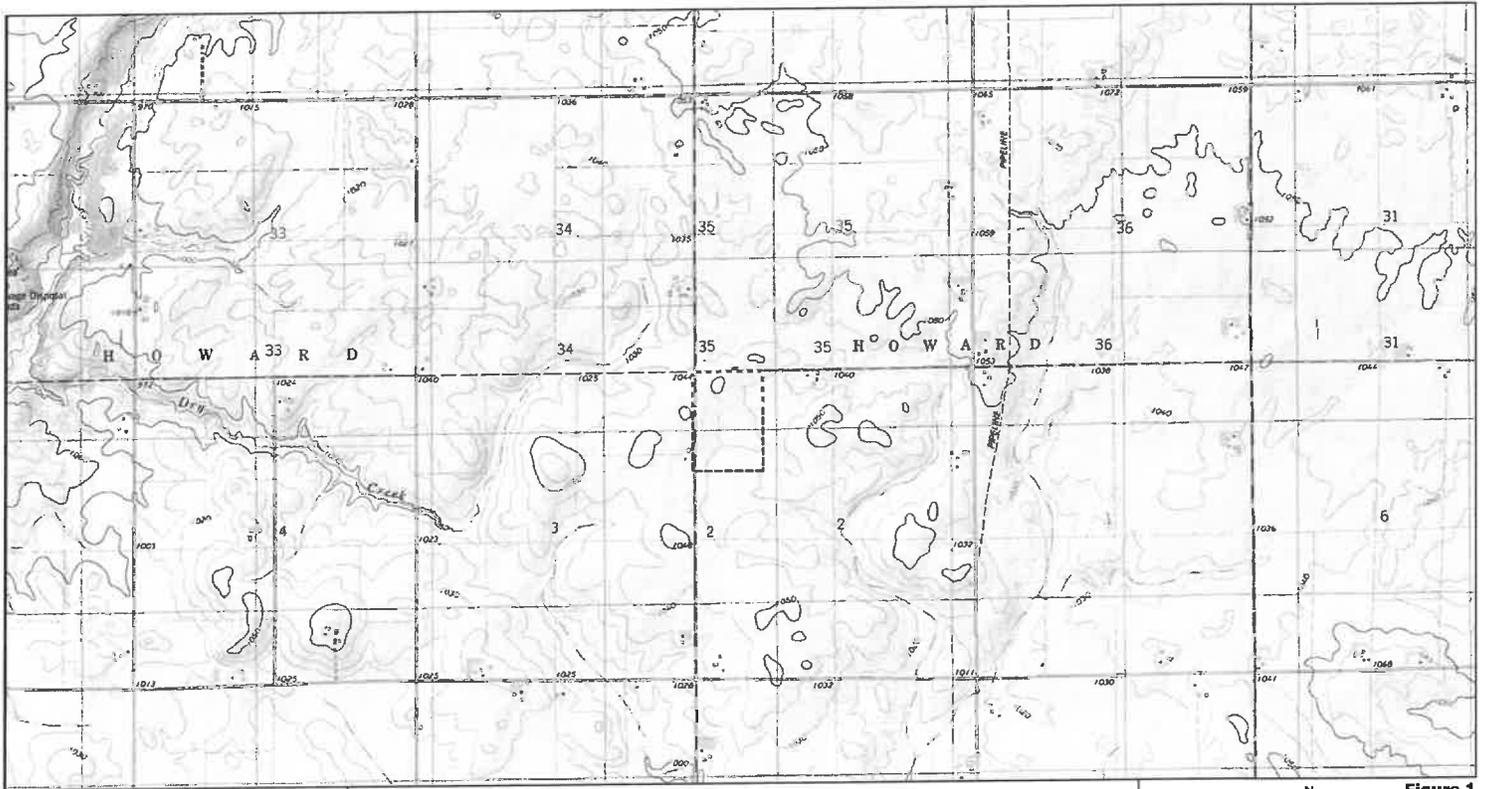
9.4 SPILL PREVENTION AND RESPONSE

In the event of a spill, the Facilities Management Director will be contacted. For a spilled chemical, absorbent will be applied. The used absorbent will then be containerized and disposed of in accordance with applicable regulations.

If the Facility is operating as a permanent site, spill kits equipped with absorbent will be kept at the HHW receiving area, and other absorbent material may be stationed throughout the Facility. Any collected liquids or soiled absorbent materials will be properly disposed of after use. Any noticeable spilled liquids will be immediately cleaned up with absorbent material and disposed of properly. If the Facility is in temporary activation, spill kits will be kept in equipment located near the Household Waste receiving area, if the Facility is accepting such materials.



Appendix A
Site Location and Site Plan Maps



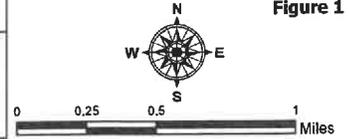
Site Location

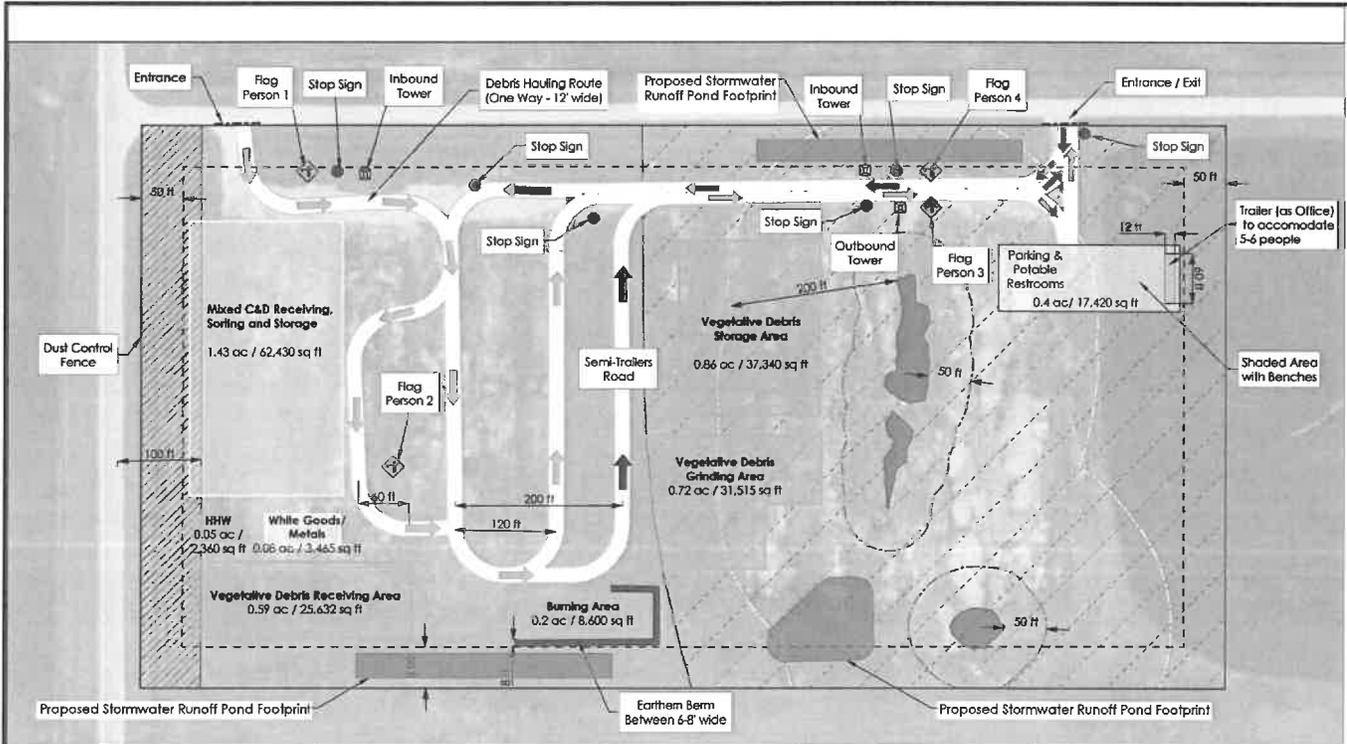
Figure 1



Legend
 Approximate Property Boundary
 Proposed Disaster Debris Site

Disaster Debris Site
 Management Plan
 60016 160th St
 Nevada, IA
 Project No: 27223279.00
 Drawing Date: April 2023



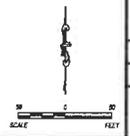


Site Plan

Legend	
	Detriated Welland
	200 ft from Detriated Welland - No C&D or Mixed Debris
	50 ft from Detriated Welland - No Yard Waste
	50' Setback - Pile Heights 15 ft Maximum
	No open pile burning (1000 ft from paved public road)
	No Open Pile Burning (104 mile from Residential Parcel)
	Proposed Stormwater Runoff Pond Footprint
	Proposed Disaster Debris Site

Disaster Debris Site Management Plan
 60016 160th St
 Nevada, IA
 Project No: 27223396.00
 Drawing Date: Oct 2023

NOTES
 1. BASED ON DEVELOPED CONDITIONS, STORMWATER RUNOFF FROM THE SITE IS DESIGNED TO CONTROL RUNOFF FROM A 10-YEAR STORM EVENT.



NO.	REV.	DATE
PROJECT TITLE DEVELOPED RUNOFF DRAINAGE DISASTER DEBRIS MANAGEMENT SITE CONCEPTUAL GRADING		
CLIENT STORY COUNTY 60016 160TH ST NEVADA, IA 50201		
CONSULTANT SCS ENGINEERS 1400 S. UNIVERSITY BLVD SUITE 100 DES MOINES, IA 50319 PHONE: 515.281.1100 FAX: 515.281.1101 WWW.SCS-ENGINEERS.COM		
DRAWING NO. EX-1	DATE 07/24	DRAWN BY [Signature]





Appendix B
Emergency Contact List

Emergency Management will be the lead for the Emergency Contact information.
Then Facilities Management, then Planning and Development.

1. Emergency Management – 515-382-7315
2. Facilities Management – 515-382-7400
3. Planning and Development – 515-382-7245

DO NOT WRITE IN THE SPACE ABOVE. RESERVED FOR RECORDER

Prepared by Leanne Harter, Story County Planning & Development, 900 6th St., Nevada, Iowa 50201 515-382-7245
Return to Planning & Development

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION #25-94**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, a copy of a petition for voluntary annexation into the City of Ames; and

WHEREAS, said annexation petition includes one parcel of land consisting of one-acre of real property including right-of-way along 220th Street, located in Section 5, Grant Township, Story County, Iowa, in the unincorporated area of Story County, owned by OPHIR Investments, LLC (which subsequently transferred to JT Real Estate Holdings) as shown on Attachment A; and

WHEREAS, the subject property is adjacent to the existing corporate limits of the City of Ames and designated as Urban Expansion Area on the Story County Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map; and

WHEREAS, a consultation on the proposed annexation was held on May 12, 2025, where the Story County Board of Supervisors were invited; and

WHEREAS, it appears that all conditions and requirements prescribed by Chapter 368, City Development, Code of Iowa, have been complied with and met;

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that the Board of Supervisors support the proposed annexation subject to the following comments:

While the annexation description used dedeed dimensions which are acceptable, the Auditor's Office would prefer the city use the surveyed dimensions in the final annexation documents.

The annexation plat lists the proprietor as Ophir Investments, LLC. The actual owner of record is JT Real Estate Holdings, LLC who purchased the property from Ophir on April 24, 2025, after the survey was done. That should be updated for the final annexation documents.

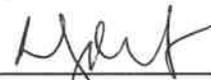
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Story County, Iowa, support the annexation of land hereinafter described and shown on Attachment A into the City of Ames.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution to be forwarded to the City Clerk of the City of Ames, Iowa.

Dated this 3rd day of June 2025.


Chairperson, Board of Supervisors

Attest:


County Auditor

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

ALLOWED BY VOTE OF BOARD Yea 3 Nay 0 Absent 0

 Above tabulation made by 
CHAIRPERSON

ATTACHMENT A



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

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

MEMORANDUM

DATE: May 1, 2025
TO: Story County Board of Supervisors
FROM: Leanne Harter, Story County Planning and Development Director
RE: Discussion and Consideration of Resolution #25-94, for the Voluntary Annexation to the City of Ames for Property under the ownership of OPHIR Investments, LLC (which subsequently transferred to JT Real Estate Holdings)

Property under the ownership of OPHIR Investments, LLC (which subsequently transferred to JT Real Estate Holdings) is proposed to be voluntarily annexed to the City of Ames. The property contains one acre and is located east of the I-35/13th Street intersection, surrounded by existing city limits to the south, east, and west. The figure at right defines the boundaries of the proposed annexation and further identification of the parcel is attached to this memo in the consultation letter sent from the City of Ames to Story County.

The existing zoning for most of the parcel is A-1 Agricultural and designated on the Land Use Framework Map of the C2C Plan as Urban Expansion.

As noted in the C2C Plan,

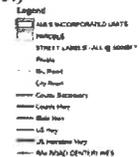
The Urban Expansion Area helps address issues that may arise in these areas of joint planning and coordination. The Urban Expansion Area designation reflects those areas identified by individual communities through the planning process as future growth areas and/or are mapped by the community with future land uses.

Relevant principles identified in the C2C Plan applicable to annexation include:

Principle 1: Development in the Urban Expansion Area occurs in accordance with the applicable city's future land use plans and goals.



57258 220th Street (E 13th Street)
Location Map





Planning and Development Department
Ph. 515-382-7245

Principle 2: Encourage annexation when development is proposed.

Story County received notice of the consultation meeting scheduled for May 12, 2025, regarding the proposed annexation. According to Iowa Code Section 368.7, the Board of Supervisors is to take action on the request within 30 days of the annexation consultation. State code allows the Board to take action in support, opposition, or neither for nor against. It states that “if there is a comprehensive plan for the county, the board shall take the plan into account when considering its resolution on the annexation petition.”

As the area for the proposed annexation is nearly surrounded by the City of Ames and the C2C Plan acknowledges this area is appropriate for future annexation with the Urban Expansion designation, Staff has also prepared a resolution in support of the proposed annexation.

Through County review of the proposed annexation, the County Auditor’s Office noted the following comments:

While the annexation description used deeded dimensions which are acceptable, the Auditor's Office would prefer the city use the surveyed dimensions in the final annexation documents.

The annexation plat lists the proprietor as Ophir Investments, LLC. The actual owner of record is JT Real Estate Holdings, LLC who purchased the property from Ophir on April 24, 2025, after the survey was done. That should be updated for the final annexation documents.

These comments are incorporated into the proposed resolution.

April 25, 2025

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

Grant Township Clerk
John Clough
61526 260th Street
Nevada, IA 50201

Grant Township Trustee
Jerry J. Linn
711 West T Avenue
Nevada, IA 50201

Grant Township Trustee
Micheal Wright
26465 605th Avenue
Nevada, IA 50201

Grant Township Trustee
Charles W. Lloyd
26606 610th Avenue
Nevada, IA 50201

RE: Consultation on Annexation to the City of Ames for properties located in Grant Township, Story County, Iowa.

Dear Story County Supervisors and Grant Township Clerk and Trustees:

The City has received voluntary annexation petitions from property owner OPHIR Investments, LLC who owns land located at 52758 220th Street in rural Story County. The request includes one parcel of land consisting of 1-acre of real property including right-of-way along 220th Street.

The proposed annexation is 100% voluntary. No non-consenting properties have been included in this proposal.

I am enclosing the annexation petition from the landowner with their initial annexation plat (Attachment A), a map of the territory proposed for annexation (Attachment B).

The City of Ames invites you to a consultation for the annexation of territory on **Monday, May 12, at 2:00 p.m. in conference room 235 at Ames City Hall, second floor.**

The purpose of the consultation is to identify any issues that might be of concern and for you to provide any relevant information. Within seven business days following the consultation, the Supervisors and Trustees may make written recommendations for modification to the proposed annexation. Within 30 days of the consultation, the Supervisors shall pass a resolution stating whether or not it supports the application or whether it takes no position in support of or against the application. *Code of Iowa* Section 368.7(b) describes the roles of the Trustees and Supervisors related to annexations.

Code of Iowa Section 368.7(1)(b)(1) allows for the Board and Trustees to attend as a whole or to designate one of its own members as a representative to attend. I have been designated by the Ames City Council to serve as their representative to this meeting.

Please contact me by May 9th, 2025, to let me know if you plan to participate in the consultation. I can be reached at justin.moore@cityofames.org or 515-239-5400.

Sincerely,



Justin Moore
Planner

cc:

Renee Hall, City Clerk (without attachments)
Mark Lambert, City Attorney (without attachments)
Leanne Harter, Story County Planning
Jamie Cord, JT Logistics

Enclosures

Attachment A- Annexation Plat

ANNEXATION PLAT	
LOCATION:	IN THE N1/2, NW1/4 OF SEC. 5-B3-23 STORY COUNTY, IOWA
PROPRIETOR:	OPHIR INVESTMENTS, LLC
SURVEYOR:	R. BRADLEY STUMBO, PLS #17161 FOX STRAND AMES, IA 50010 515-233-0000
<p>220TH STREET (STORY COUNTY) (ROW VARIES)</p> <p style="text-align: center;">AREA TO BE ANNEXED 43555.95 S.F. 1.00 ACRES TOTAL 0.24 ACRES ROAD 0.76 ACRES NET</p>	
<p>Annexation Description: (From Trustee Warranty Deed filed as Instrument No 2023-06064) Commencing at the Northwest corner of the Northeast Quarter of the Northwest Fractional Quarter of Section 5, Township 83 North, Range 23 West of the 5th Principal Meridian, Story County, Iowa, thence East 157.1 feet along the north line of the Northwest Fractional Quarter of Section 5; thence South 168.8 feet; thence West 258.1 feet; thence North 168.8 feet to said north line; thence East 101.0 feet along said north line to the point of beginning. Said tract contains 1.00 acre, which includes 0.24 acre of public right of way.</p>	
<p>Note: This property lies within two miles of the City of Nevada Corporate Limits.</p>	
<p>Fox Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-0000 Fax: (515) 233-3103</p>	<p>I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.</p> <p style="text-align: center;"><i>R. Bradley Stumbo</i> 3/27/2025 R. BRADLEY STUMBO, PLS DATE License number 17161 My license renewal date is December 31, 2025.</p>
<p>JOB# 7261.001 DATE: 3/27/25 PAGE 1 OF 1</p>	

Attachment B- Location Map



57258 220th Street (E 13th Street) Location Map

- Legend**
- AMES INCORPORATED LIMITS
 - PARCELS
 - STREET LABELS - ALL @ 50000FT
 - Private
 - ISU Road
 - City Road
 - County Secondary
 - County Hwy
 - State Hwy
 - US Hwy
 - US Interstate Hwy
 - RAILROAD CENTERLINES