

The Board of Supervisors met on 11/18/25 at 10:00 a.m. in the Story County Administration Building. Linda Murken, and Latifah Faisal, with Murken presiding. Lisa Heddens absent. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov)); any resolution is effective upon signature and can be inspected during business hours, Monday-Friday, 8-4:30, at 900 6<sup>th</sup> Street, Nevada, Iowa)

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

**PUBLIC COMMENT #1:** Martin Herr, Mayor, City of Zearing, introduced Marlin Beard, the mayor-elect, who will take office on 1/2/26.

**RECOGNITION OF RETIREMENTS FOR LEANNA ELLIS WITH 23 YEARS OF SERVICE TO STORY COUNTY AND JOHN ASMUSSEN WITH 26 YEARS OF SERVICE TO STORY COUNTY:** Sheriff Fitzgerald reported with detail on both Asmussen and Ellis, their many contributions, and years of service. The Board thanked them for their great service to Story County.

**RETIRED SENIOR VOLUNTEER PROGRAM (RSVP) ANNUAL REPORT:** Director Kalen Petersen highlighted transportation, annual survey, service impacts, disaster services and training, and senior fitness. Assistant Director Laura Severson reported on new outreach efforts.

**MINUTES:** 11/4/25 Minutes and 11/5/25 Minutes – Faisal moved, Murken seconded approving the 11/4/25 Minutes and 11/5/25 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) correction, effective 11/2/25, in Sheriff's Office for Michael Wittrock @ \$ 2,744.00/bw; 2) pay adjustment, effective 11/30/25 in a) Animal Control for Katelyn Cash @ \$ 29.67/hr; b) Attorney's Office for Wesley Hoyer @ \$3,702.22/bw; c) Secondary Roads for Andrew Naumann @ \$4,188.73/bw; d) Sheriff's Office for Cody Hamilton @ \$3,401.60/bw; Lee Schelonka @ \$2,691.20/bw; Shelby Starling @ \$2,744.00/bw; 3) promotion, effective 11/30/25, in Sheriff's Office for Micah Andersen @ \$4,517.55/bw; Elizabeth Quinn @ \$4,514.35/bw; Brett Sink @ \$3,737.22/bw; Joshua Webster @ \$3,797.96/bw. Faisal moved, Murken seconded approving Personnel Actions as presented. Roll call vote. (MCU)

**CLAIMS:** 11/20/25 Claims of \$1,097,441.41 (run date 11/14/25, 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 (\$1,084.10), Emergency Management (\$278.00), E911 (\$395.16), County Assessor (\$2,282.64), City Assessor (\$47,011.98). Faisal moved, Murken seconded approving claims as listed. Roll call vote. (MCU)

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

1. FY25 Opioid Funds Public Annual Report
2. Resolution #26-34, Assessed/Taxable Values of Utility Companies for 2025, Payable in FY27
3. Subscription Fees between Story County and Insight for Cisco Meraki Licenses, effective 10/24/25-10/24/30, for \$289.84
4. Contract with Haan Services, LLC for Oxbow Restoration at Wicks Wildlife Area for \$57,275.00
5. Contract with Terracon for Geotechnical Services at Hickory Grove Park for \$9,900.00
6. Professional Services Agreement with Uncurbed for Accessibility and Universal Design Consultation for Hickory Grove Park for \$10,600.00
7. Anti-Heroin Task Force Grant Program, effective 10/1/25, for \$3,000.00
8. Methamphetamine Drug Hot Spots Grant Program, effective 10/1/25, for \$4,000.00
9. Resolution #26-37, Rescinding Resolution #26-29, and Setting a Date and Time of 10 a.m. on 11/25/25, for a Public Hearing on First Consideration of Ordinance No. 328 Amending Chapter 8, Urban Renewal, of the Story County Code of Ordinances
10. Utility Permits: #26-8666, #26-8674

Roll call vote. (MCU)

**PROPOSED DEVELOPMENT AGREEMENT WITH THE STORY COUNTY HOUSING TRUST:** Leanne Harter, Planning and Development Director, reported the agreement is to use available tax increment financing (TIF) funding for affordable housing with the total County commitment not to exceed \$1.95M, with proceeds in any single fiscal year not to exceed \$975,000.00. She reported on guidelines, legal notice, payments, and upcoming steps. Discussion took place. Murken opened the public hearing at 10:32 a.m. Marty Chitty, Milford Township, and current president of the Nevada Community School District Board, stated his concerns about the use of TIF and its impact on the district's budget. Hearing no further comments, Murken closed the public hearing at 10:37 a.m.

**RESOLUTION #26-38, FOR THE URBAN RENEWAL AREA PLAN AMENDMENT FOR THE STORY COUNTY URBAN RENEWAL AREA (URA):** Leanne Harter, Planning and Development Director, reported on the formal procedure to amend the County's URA to add projects funded with TIF dollars. All affected taxing entities are notified by mail. A response was received by the Nevada CSD Board. Harter provided additional detail about the amendment procedure. Faisal clarified this is not a new source of funds; the County has been accessing TIF for 12 years, and the discussion now is to use it on a new project. No additional funds are being accessed, the Board is planning to use an existing funding formula to address an important and valuable community project. Murken opened the public hearing at 10:40 a.m., and, hearing none, she closed the public hearing at 10:41 a.m. Faisal moved, Murken seconded approving Resolution #26-38, for the Urban Renewal Area Plan Amendment for the Story County Urban Renewal Area. Roll call vote. (MCU)

**IOWA DEPARTMENT OF TRANSPORTATION (IDOT) PRECONSTRUCTION AGREEMENT FOR PRIMARY ROAD PROJECT ON INTERSTATE 35:** Darren Moon, Engineer, reported on the agreement with IDOT and the interstate construction impact on county roads. He reviewed maps and stated the biggest change will be on 564<sup>th</sup> Avenue as the County has been requested to vacate a portion of the road to accommodate bridge reconstruction. Faisal moved,

Murken seconded approving the Iowa Department of Transportation Pre-Construction Agreement for Primary Road Project on Interstate 35. Roll call vote. (MCU)

**RESOLUTION #26-35 APPROVING DEVELOPMENT AGREEMENT WITH STORY COUNTY HOUSING TRUST, AUTHORIZING TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT:** Leanne Harter, Planning and Development Director, recommends approval. Faisal moved, Murken seconded approving Resolution #26-35, the Development Agreement with Story County Housing Trust, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement. Roll call vote. (MCU)

**INTEGRATED ROADSIDE VEGETATION MANAGEMENT (IRVM) QUARTERLY REPORT:** Ty Hamiel, Weed Commissioner, reported on weed spraying, brush spraying, work priorities, seed harvest events, prescribed fires, drainage district maintenance, kestrel box program, and upcoming winter projects.

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

Faisal moved, Murken seconded to adjourn at 11:03 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda  
Administration Building, 900 6th St., Nevada, IA  
11/18/25

1. SPECIAL NOTE TO THE PUBLIC: - 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/84805508697?](https://us02web.zoom.us/j/84805508697?pwd=2YHCFNMLRKFA99LBIS8CJK6BETSZNP.1)

PWD=2YHCFNMLRKFA99LBIS8CJK6BETSZNP.1

Webinar ID: 848 0550 8697

Passcode: 646002

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. Recognition Of Retirements For Leanna Ellis With 23 Years Of Service To Story County  
And John Asmussen With 26 Years Of Service To Story County

Department Submitting Board of Supervisors

7. AGENCY REPORTS:

- I. RSVP Annual Report - Laura Severson And Kalen Petersen

Department Submitting Auditor

Documents:

RSVP ANNUAL.PDF

8. CONSIDERATION OF MINUTES:

I. 11/4/25 Minutes & 11/5/25 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

Department Submitting Auditor

Documents:

ACTION FORM.PDF

10. CONSIDERATION OF CLAIMS:

I. 11/20/25 Claims

Department Submitting Auditor

Documents:

CLAIMS 112025.PDF

11. CONSENT AGENDA:

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

I. Consideration Of FY25 Opioid Funds Public Annual Report

Department Submitting Auditor

Documents:

FY25 OPIOID FUNDS PUBLIC ANNUAL REPORT.PDF

II. Consideration Of Resolution #26-34, Assessed/Taxable Values Of Utility Companies For 2025 – Payable In 2026-2027 Fiscal Year

Department Submitting Auditor

Documents:

RESOLUTION 2634.PDF

III. Consideration Of Subscription Fees Between Story County And Insight For Cisco Meraki Licenses Effective 10/24/25 - 10/24/30 For \$289.84

Department Submitting Information Technology

Documents:

INSIGHT CISCO MERAKI.PDF

- IV. Consideration Of Contract With Haan Services, LLC For Oxbow Restoration At Wicks Wildlife Area For \$57,275.00.

Department Submitting Conservation

Documents:

HAAN SERVICES CONTRACT WICKS.PDF

- V. Consideration Of Contract With Terracon For Geotechnical Services At Hickory Grove Park For \$9,900.00.

Department Submitting Conservation

Documents:

TERRACON CONTRACT HGP GEOTECH.PDF

- VI. Consideration Of Professional Services Agreement With Uncurbed For Hickory Grove Park Accessibility And Universal Design Consultation For \$10,600.00.

Department Submitting Conservation

Documents:

UNCURBED.PDF

- VII. Consideration Of Anti-Heroin Task Force Grant Program Effective 10/1/2025 For \$3,000

Department Submitting Sheriff

Documents:

ODCP STANDARD GRANT CONDITIONS AUGUST 2025.PDF  
ANTI HEROIN GRANT.PDF

- VIII. Consideration Of Methamphetamine Drug Hot Spots Grant Program Effective 10/1/2025 For \$4,000

Department Submitting Sheriff

Documents:

ODCP STANDARD GRANT CONDITIONS AUGUST 2025.PDF  
CAMP GRANT.PDF

- IX. Consideration Of Resolution #26-37, Rescinding Resolution #26-29, And Setting A Date And Time At 10 AM On November 25, 2025, For A Public Hearing On First Consideration Of Ordinance No. 328 Amending Chapter 8, Urban Renewal, Of The Story

County Code Of Ordinances

Department Submitting Planning and Development

Documents:

RESOLUTION 26 37.PDF

X. Consideration Of Utility Permit(S) #26-8666, #26-8674

Department Submitting Engineer

Documents:

UT 26 8666.PDF

UT 26 8674.PDF

12. PUBLIC HEARING ITEMS:

I. Consideration Of The Proposed Development Agreement With The Story County Housing Trust – Leanne Harter

Department Submitting Planning and Development

Documents:

TIFAGREESCHTSIGNED.PDF

II. Consideration Of Resolution #26-38, For The Urban Renewal Area Plan Amendment For The Story County Urban Renewal Area - Leanne Harter

Department Submitting Planning and Development

Documents:

RES2638.PDF

13. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Iowa Department Of Transportation Preconstruction Agreement For Primary Road Project On Interstate 35 - Darren Moon

Department Submitting Engineer

Documents:

IDOT PRECON AGREEMENT FOR I35.PDF

II. Discussion And Consideration Of Resolution #26-35, For The Development Agreement With Story County Housing Trust, Authorizing Tax Increment Payments And Pledging Certain Tax Increment Revenues To The Payment Of The Agreement – Leanne Harter

Department Submitting Planning and Development

Documents:

RES2635.PDF

14. DEPARTMENTAL REPORTS:

I. IRVM Quarterly Report - Ty Hamiel

Department Submitting Auditor

Documents:

IRVM QTR.PDF

15. OTHER REPORTS:

16. UPCOMING AGENDA ITEMS:

17. 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.

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

19. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

11/18/25

NAME

AGENCY

Mary Ostry  
Mark Herr  
Mark Beard  
Ty Hamiel -  
Lanuelle  
Amanda Pyle  
Liz Quinn  
Kalin Peterson  
Laura Severson  
Kyle Jeff  
Drew Moun  
Paul H. Fitzgerald  
Sandra K  
Crystal Davis  
John Asmusse  
Miam Avera  
Constance Toresdall  
Nick Lennie

Mayor Zaring  
Mayor elect Zaring  
Construction  
SCSO  
Story Co 911 Bd  
SCSO  
RSVP  
RSVP  
SCSO  
EWG.  
BOS  
BOS  
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SCSO

## Funding/Budget Information

### 2024-2025 Funding Sources/General Operating Budget

- Federal Grant (AmeriCorps)
- State of Iowa
- Story County
- City of Ames
- City of Story City
- United Way of Story County
- Marshalltown Area United Way
- Story County Emergency Management: Emergency/Disaster Volunteer Management
- Story City Senior Citizens: Building Rental Management
- Self-Generated: Donations, Special Grants, United Way Designations, Newsletter Sponsors, Fundraising Revenues, etc.



### 2024-2025 Special Grants and Support

- Aging Resources of Central Iowa - \$5,020 Transportation grant
- ITN America - \$1,840 "Rides in Sight" grant - transportation to support rides to eye doctor appointments
- Transportation Program Donations - \$5,695
- Iowa Department of Insurance and Financial Services - \$1,550 Fraud Fighters Presentations
- Other general donations - \$820

### Central Iowa RSVP Endowment

(Part of the Story County Community Foundation)

- FY 24-25 Contributions - \$3,312.50
- Total Balance - \$40,766.36 as of June 30, 2025

### What People Are Saying...

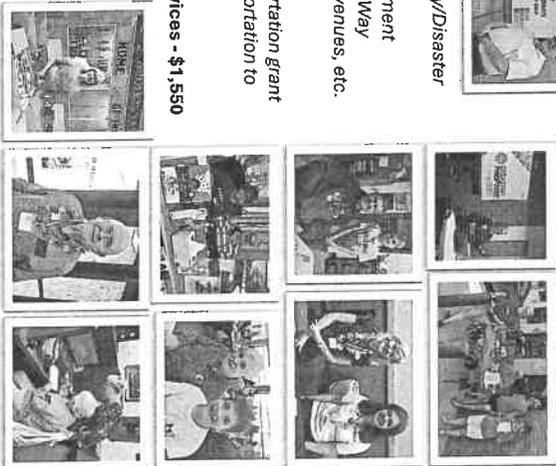
"I feel good about being able to get food boxes delivered to the people they (The Salvation Army) serve. I feel I am gaining insight to more parts of the Ames community that I didn't know about. It is good to see that there is a "social safety net" in place that serves to help out our various neighbors" - Ames Volunteer placed by RSVP

"The BASE Senior Fitness program provides the opportunity for community members of any age to participate in a structured, scheduled exercise program each week. The program is beneficial for overall health and wellness with the exercises geared for balance, endurance, stretching, and mobility. When attending classes, I notice the participants modifying the exercises to suit their own physical capabilities and confidence level. It is a great opportunity to meet new people and establish lasting friendships as well.

- Susan Quade, PT - Manager of Rehab Services, UnityPoint Health, Trinity Regional Medical Center

"Nevada Food at First is volunteer-driven and serves households in six communities in Eastern Story County. Our RSVP volunteers build relationships, pick up food donations, partner with other volunteers, prepare and pack free carry-out meals, organize food for distribution at area food pantries, and connect local residents to nutritious food closer to home. They are the duct tape, screws, zip ties, velcro, and magnets that keep the cogs of our food access system operational!" - Barb Mitman - Community Meal Coordinator, Nevada Food at First

For a staff directory, contact information, and office locations, visit our website at: [www.rsvpvolunteer.org](http://www.rsvpvolunteer.org)



## Annual Summary of Impact and Accomplishments 2024-2025

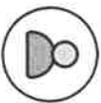


Serving Story, Marshall, Hamilton, and Webster Counties



### Engaging Volunteers Age 55+

Our Mission: Enhance the lives of adults age 55+ by connecting them with rewarding volunteer experiences that meet community needs.



807 Volunteers aged 55+



Served 35,341 hours



Valued at \$1,020,648

### Highlights From the Year

#### RSVP Transportation Program Celebrates 15 Years Serving Story County

In 2010, with sole financial support from United Way of Story County (and donations), Central Iowa RSVP began providing supplemental transportation services by engaging RSVP volunteers (who utilize their own vehicles) to provide rides to residents no longer able to drive.

With a focus on helping older adults get to medical appointments and other essential services, this one-year pilot project has become an important transportation resource that has now served 515 Story County residents. A total of 146 RSVP drivers have traveled 256,700 miles providing needed rides and serving over 20,600 hours. In 2010, 18 RSVP volunteers provided 230 round trips to needed appointments. In 2024, 44 volunteers provided 1,068 rides.

Now funded by United Way of Story County, Story County, the City of Ames, Aging Resources of Central Iowa, a grant from ITN America, and donations, this program continues to thrive! Growth over the past 15 years is evidence of how important this service is to our communities and how incredible our volunteer drivers, past and present are.



2010



2025

"Driving for RSVP is as much a blessing for me as it is the client. It is fulfilling to be able to provide such a valued service to those in need in our community." - Steve Johnson, RSVP Volunteer Driver - Ames

# Signature Program Accomplishments



## Educational Services

Helping youth succeed academically

### Academic Success

Volunteers helped students improve their academic performance by learning important letter writing skills (pen pals) and helping students improve readings skills (reading tutors).



- 329 volunteers served in education-based assignments
- 3,930 hours were served being matched one-on-one or in small groups with 510 elementary/middle school students as pen pals or reading tutors
- 93% of students demonstrated improved academic engagement or social-emotional skills

Partners: Schools - Community Christian, Marshalltown, Roland-Story, South Hamilton, Southeast Valley, St. Thomas Aquinas, Stratford, Webster City, West Marshall, & Raising Readers in Story County

## Disaster Services and Public Safety

Keeping our communities safe and prepared

### RSVP Volunteer Management for Disasters/Emergencies

Partners: Story County Emergency Management, Story County Sheriff's Office; Iowa Department of Insurance & Financial Services; University of Iowa

*"I appreciate the opportunity to train for the Volunteer Reception Center and the Tip Hotline. While we don't volunteer regularly for these positions, I feel glad that these services are ready to be spun up in a moment's notice and that I will be able to contribute during emergencies."* - Shari Reilly, RSVP Disaster/Emergency Volunteer



### Tip Hotline Trainings

Trained by the Story County Sheriff's Office Communications Commander, 15 RSVP volunteers participated in 63 hours of tip hotline trainings, preparing to answer calls that will come in when there is a missing/abducted child/person event.

### PrepWise

Partnership (launched in June, 2024): PrepWise is a University of Iowa program dedicated to preparing older adults for disasters. PrepWise helps individuals develop disaster management plans before a disaster or emergency situation happens, with an emphasis on helping older adults be prepared to shelter in place for three days.

- 3 volunteers conducted six disaster preparedness presentations
- 138 residents learned about disaster preparedness and how to develop a personalized disaster plan

### Fraud Fighters

The Iowa Department of Insurance & Financial Services partners with RSVP to inform the public about fraud and scams, training RSVP volunteers to present fraud prevention information to groups in their community.

- 10 RSVP volunteers conducted 11 Fraud Fighter presentations in Marshall, Story, and Webster counties to community groups and organizations
- 342 retirees were provided fraud prevention tips - 96% of those surveyed reported an increased understanding of how to protect personal finances and avoid becoming a victim of fraud



## Health, Wellness, and Independent Living

Helping citizens stay healthy and maintain control of their well-being

### RSVP Transportation Program

Primary Purpose: Providing Story County's older adults with safe and reliable transportation to and from medical appointments and other essential services

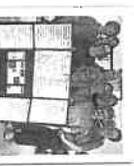
- 47 volunteers served 2,034 hours providing 1,804 rides for 71 clients
- 22,119 miles were driven, taking Story County residents to needed services
- 100% of surveyed riders reported an increased capacity to maintain their independence and overall well-being

*"The RSVP Transportation Program is heaven! I don't know what I would do without it. I haven't met a driver that wasn't absolutely wonderful. They are so kind and I always look forward to the conversations (and laughs) I have with them."* - Donna Erickson, Story City - Transportation Program Rider



### BASE Senior Fitness

Free senior fitness exercise program helping older adults improve Balance, Agility, Strength, and Endurance



- 25 volunteers served 1,331 hours leading fitness classes for 348 participants in 17 locations throughout Hamilton & Webster Counties, with one volunteer trained to start a class in Story County in 25-26
- 94% of surveyed participants reported improved overall health as a result of BASE classes

### Food Security Assignments

RSVP Grocery Delivery Program

- 232 grocery deliveries made to homebound individuals
- 19 volunteers served 268 hours and drove 3,653 miles delivering groceries

### Other Food Security Assignments

- 81 volunteers served 2,602 hours serving hot meals, helping at food pantries, stocking mini pantries, and assisting with food rescue programs
- 63 volunteers served 1,933 hours delivering meals and commodity food boxes to individuals and families



## Capacity Building

Providing diverse volunteer recruitment and placement support that supplements or enhances the services of public, nonprofit, and healthcare agencies (not reflected in other areas of this report).



### Environmental Stewardship

- 29 RSVP volunteers served 504 hours at conservation centers, garden spaces, and Heiman Gardens

### Other Education

- 61 RSVP volunteers served 1,602 hours at libraries, museums, ISU Extension, community programs, school-based activities, and adult literacy programs

### Housing / Financial Stability

- 41 RSVP volunteers served 1,450 hours as representative payees/bill payers, and at agencies meeting housing, shelter, and financial security needs

### Medical and Support Services

- 105 RSVP volunteers served 4,682 hours at local medical/senior care facilities, substance abuse prevention and support programs, hospice, agencies serving the disability community, and serving Military Veterans

### Other Public, Non-Profit Support

- 166 RSVP volunteers served 3,715 hours at thrift stores, special events/projects, historical societies, senior service agencies, government and other offices (clerical support), etc.



**Story County Personnel Actions**

Bi-weekly/Hourly

Effective Date	Action	Name	Job Title	Department/Office	Status	Grade	Step	Longevity	Salary	Rate
11/2/2025	Correction	Witrock, Michael	Detention Officer	Sheriff's Office	Full-time		5	6 years	\$71,344.00	2,744.00
11/30/2025	Pay Adjustment	Cash, Katelyn	Animal Control Officer	Animal Control	Full-time	15	E	N/A	\$61,717.23	\$29.67
11/30/2025	Pay Adjustment	Hoyer, Wesley	Assistant County Attorney	Attorney's Office	Full-time	22	E	N/A	\$96,257.82	\$3,702.22
11/30/2025	Pay Adjustment	Naumann, Andrew	Roads Superintendent	Secondary Roads	Full-time	22	J	N/A	\$108,906.88	\$4,188.73
11/30/2025	Pay Adjustment	Starling, Shelby	Detention Officer	Sheriff's Office	Full-time		5	6 years	\$71,344.00	\$2,744.00
11/30/2025	Pay Adjustment	Hamilton, Cody	Deputy Sheriff	Sheriff's Office	Full-time		6	10 years	\$88,441.60	\$3,401.60
11/30/2025	Pay Adjustment	Scheltonka, Lee	Deputy Sheriff	Sheriff's Office	Full-time		1	N/A	\$69,971.20	\$2,691.20
11/30/2025	Promotion	Quinn, Elizabeth	Lieutenant	Sheriff's Office	Full-time		Start	20 years	\$117,373.10	\$4,514.35
11/30/2025	Promotion	Sink, Brett	Sergeant	Sheriff's Office	Full-time		Start	12 years	\$97,167.72	\$3,737.22
11/30/2025	Promotion	Webster, Joshua	Assistant Jail Administrator	Sheriff's Office	Full-time		Start	22 years	\$98,746.96	\$3,797.96
11/30/2025	Promotion	Andersen, Micah	Jail Administrator	Sheriff's Office	Full-time		Start	24 years	\$117,456.30	\$4,517.55

Approved this 18th day of November, 2025



Chairperson, Board of Supervisors



Alisha Wignall, Director of Internal Operations & Human Resources

**Opioid Funds –Public Annual Report**

**Section 1**

1. This Report must be completed by entity/ies required to do so under Paragraph C(4) of the Iowa Opioid Allocation Memorandum of Understanding (MOU).<sup>1</sup>
2. This Report should be filed for each state fiscal year (“Reporting Year”).
3. This Report is due on December 1 following the end of the Reporting Year.
4. The completed Report can be filed by emailing it to the Iowa Attorney General at [OpioidSettlement@ag.iowa.gov](mailto:OpioidSettlement@ag.iowa.gov).
5. Questions can be sent to the Iowa Attorney General at [OpioidSettlement@ag.iowa.gov](mailto:OpioidSettlement@ag.iowa.gov).
6. Complete Section 1 using a cash basis approach.

This Report is for the following State of Iowa fiscal year: 20<sup>25</sup> (“Reporting Year”)  
 Name of Participating Local Government: Story County

Name of Person Completing this Report: Lisa Markley

Title of Person Completing this Report: Asst Auditor

Phone No.: 515 382-7212 Email: lmarkley@storycountyiowa.gov

Abatement Funds Account Balance at start of Reporting Year: \$796,969.62

Total Abatement Funds Received during Reporting Year: \$237,837.85

Total Abatement Fund Expenditures during Reporting Year: \$101,207.84

Abatement Fund Account Balance at end of Reporting Year: \$933,149.63

**Abatement Funds Received in Reporting Year**

<b>Date Funds Received</b>	<b>Amount of Funds Received</b>	<b>Source of Payment<sup>2</sup></b>
8/6/24, 11/25/24	22,342.52	Allergen
8/6/24	19,391.00	CVS
8/6/24	19,778.44	Teva
8/6/24	76,487.60	Distributor
9/17/24	30,079.82	McKinsey
10/16/24	26,465.55	Wilmington Trust
5/19/25	18,835.46	Walgreens
7/1/24-6/30/25	24,007.46	Interest
<b>TOTAL AMT RECIEVED</b>	<b>237,387.85</b>	

**Section 2: Opioid Settlement Funds Expenditures in Reporting Year**

1. Section 2 should include all expenditures of Opioid Funds during the Reporting Year.

<sup>1</sup> The MOU can be found at [www.iowaattorneygeneral.gov](http://www.iowaattorneygeneral.gov).

<sup>2</sup> Identify the settlement under which the payment was made. The wire transfer or check may identify the source as National Opioid Settlement Fund but the Local Government should also receive an email confirmation from the Settlement Administrator identifying the specific source of each payment.

**Opioid Funds –Public Annual Report**

2. “Remediation Use Section” should identify the Section(s) or Subsection(s) of the “Core Strategies” or “Approved Uses” to which the activity corresponds on MOU Exhibit 1.
3. “Brief Description of Funded Activity” should describe the type of activity and the entities or organizations providing the activity.
4. “Progress and/or Outcome of Funded Activity” should state the number of people who accessed a service, the number of times a service was provided, or similar data.
5. Provide a description for all funded activities. Use additional pages as needed.

**Funded Activity #1**

<b>Remediation Use Section:</b> Schedule A Strategy E. \$13,083.91	<b>Amount of Opioid Funds Expended for This Activity in Reporting Year:</b> <b>\$ 13,083.91</b>
<b>Brief Description of Funded Activity:</b> Expansion of warm hand off programs and recovery services. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare. Hire additional social workers or other behavioral health workers to facilitate expansions above.	
<b>Progress and/or Outcome of Funded Activity:</b> Alternatives program offers warm hand offs by offering wrap around case management to individuals in recovery by connecting and assisting individuals with housing supports and applications, transportation to and from treatment directly or bus passes to facilitate the individuals treatment, assisting individuals with resume building and connecting them to programs such as DMACC's work training programs, and childcare by assisting individuals with finding and applying for quality childcare; whether that be childcare assistance or applying for emergency childcare services with LSI or finding treatment centers/recovery housing that allows children to remain with their parents. An additional position has been created and staff had been hired to expand Alternatives capabilities. Alternatives has been able to increase participation in the program due to increased staffing.	

**Funded Activity #2**

## Opioid Funds –Public Annual Report

<b>Remediation Use Section:</b> Schedule B Strategy D \$44,062.00	<b>Amount of Opioid Funds Expended for This Activity in Reporting Year:</b> \$44,062.00
<b>Brief Description of Funded Activity:</b> <small>                     Address the needs of criminal justice-involved persons. Alternatives offers pre-arrest and pre-arrestment diversion and deflection strategies for person with OUD and any co-occurring SUD/MH condition using self-referral strategies such as PAARR, establishing strong relationships with police in the county to offer pre-arrest diversion and encourage pre-arrestment referrals. Alternatives works within prosecution's office and offers pre-arrestment referral options to encourage first time offenders and offenders cycling in the criminal justice system to seek substance use treatment and complete a portion of their treatment to have charges dismissed or dropped against them. Alternatives offer funding for substance use evaluations and up to 4 sessions of treatment if a participant does not qualify for Medicaid or other medical insurance. Alternatives offers bus passes and transportation for participants to attend evidence based and informed treatment to address SUD/MH and OUD. Alternatives offers phone assistance for individuals who need.                 </small>	
<b>Progress and/or Outcome of Funded Activity:</b> The Alternatives program is housed within the Story County Attorney's office and has strong working relationships with prosecution, defense attorneys, police, sheriff, treatment providers, local hospitals, general assistance, and any service providers participants may need connected to. Alternatives worked in conjunction with the Iowa Department of Management Division of Data, Planning, and Improvement to create a recidivism report program for participants. Participants who meet program requirements re-offend at a rate of 12%. White participants who do not complete treatment re-offend at a rate of 61%. See attached recidivism report.	

### Funded Activity #3

<b>Remediation Use Section:</b> Schedule B Strategy C #3 \$44,061.93	<b>Amount t of Opioid Funds Expended for This Activity in Reporting Year:</b> \$44,061.93
<b>Brief Description of Funded Activity:</b> <small>                     Connect people who need help to the help they need (connections to Care). Alternatives provides screening, brief intervention and referral to treatment services (SBIRT) to young adults involved in the criminal justice system, reducing risk of their transition to OUD and other disorders by catching addiction early and getting participants treatment for SUD/MH. Alternatives has working relationships with treatment centers for young adults, such as YSS and Eyerly Ball. Alternatives has also done preventative SBIRT trainings in conjunction with YSS and Community and Family Resources at local schools to help teachers and parents recognize substance use early and where they can seek help for their children and students.                 </small>	
<b>Progress and/or Outcome of Funded Activity:</b> Alternatives received 218 referrals in the past year. Approximately 75% of participants are under 30 years old, with majority of participants being 18-25 years old. This data, coupled with Alternative participant low recidivism rates, illustrates the importance of early intervention when preventing future OUD and crime.	

### Funded Activity #4

<b>Remediation Use Section:</b>	<b>Amount t of Opioid Funds Expended for This Activity in</b>
---------------------------------	---

**Opioid Funds –Public Annual Report**

<b>Reporting Year:</b>
<b>Brief Description of Funded Activity:</b>
<b>Progress and/or Outcome of Funded Activity:</b>

**Funded Activity #5**

<b>Remediation Use Section:</b>	<b>Amount t of Opioid Funds Expended for This Activity in Reporting Year:</b>
<b>Brief Description of Funded Activity:</b>	
<b>Progress and/or Outcome of Funded Activity:</b>	

*By signing below I warrant that all information provided in this form is true and correct; that all opioid settlement funds expended by the above entity have been spent on uses consistent with the Iowa Opioid Allocation Memorandum of Understanding; and that I have the authority to sign and submit this form on behalf of the above entity.*

**Opioid Funds –Public Annual Report**

Signature: Dea Markley

Date: 11/4/2025

Title: Asst. Auditor

**APPROVED** **DENIED**  
Board Member Initials: gm  
Meeting Date: 11/18/25  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Ship To 10669915  
 Story County  
 PO 26052014  
 900 6TH ST  
 NEVADA IA 50201-2004

# Invoice

<b>Invoice No.</b> 1101329448	<b>Date:</b> 29-OCT-2025	<b>Sales Order No.</b> 339003106	<b>Account No.</b> 10669915	<b>Payment Terms</b> Net 60 days	<b>Due Date</b> 28-DEC-2025	<b>Sales Rep Name</b> Bob Erwin	<b>Account Clerk:</b> Mark Anthony Bronek
<b>PO No.</b> 26052014	<b>PO Release No:</b>			<b>Contract No.</b>	<b>State Contract No.</b>	<b>Ship Via</b> Ground/ESD	
<b>FEIN:</b> 36-3949000		<b>Service Order No</b>		<b>Service Rep Name</b>	<b>Original Invoice No</b>		

To pay online or sign up for e-invoicing, click [here](#)

Material	Material Description	Qty	Unit Price	Extended Price
* LIC-MS130-CMPT-5Y	Cisco Meraki Enterprise - subscription license (5 years) + Support - 1 license Coverage Dates: 24-OCT-2025 - 24-OCT-2030 License Type: Cloud SAAS Media Type: ESD  OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 249.87 Discount: 42.002%	2	144.92	289.84

**Sub Total** 289.84  
**Ttl Freight Charge** 0.00  
**Total Amount Due** 289.84  
**Currency** USD

(T) Denotes taxable item

\* Denotes non-shippable item

**APPROVED**  
**DENIED**  
 Board Member Initials: *am*  
 Meeting Date: *11/18/25*  
 Follow-up action: \_\_\_\_\_



**Please Remit To:**  
 Insight Public Sector, Inc.  
 P.O. Box 731072  
 DALLAS TX 75373-1072

Ship To 10669915  
 Story County  
 PO 26052014  
 900 6TH ST  
 NEVADA IA 50201-2004

<b>ACCOUNT NO</b>	10669915
<b>INVOICE DATE</b>	29-OCT-2025
<b>INVOICE NUMBER</b>	1101329448
<b>BALANCE DUE</b>	289.84
<b>Amount Paid</b>	
<b>CURRENCY</b>	USD

Send address changes to [addresschange@insight.com](mailto:addresschange@insight.com)  
 For proper credit, please return this portion with payment.

Bill to: 10669915  
 STORY COUNTY  
 ACCOUNTS PAYABLE  
 900 6TH ST  
 NEVADA IA 50201-2004

Please remit electronically to:  
 Insight Public Sector, Inc.  
 c/o JPMorgan Chase  
 Account: 816365761  
 Swift code: chasus33  
 Wire ABA: 021000021  
 ACH ABA: 124001545

001066991531101329448700000289849497000000000000000

00387010280000P7147630200387

714763-02-00397





Ship To 10669915

Page 2 of 2

Story County  
PO 26052014  
900 6TH ST  
NEVADA IA 50201-2004

# Invoice

<b>Invoice No.</b> 1101329448	<b>Date:</b> 29-OCT-2025	<b>Sales Order No.</b> 339003106	<b>Account No.</b> 10669915	<b>Payment Terms</b> Net 60 days	<b>Due Date</b> 28-DEC-2025	<b>Sales Rep Name</b> Bob Erwin	<b>Account Clerk:</b> Mark Anthony Bronck
<b>PO No.</b> 26052014	<b>PO Release No:</b>		<b>Contract No.</b>	<b>State Contract No.</b>		<b>Ship Via</b> Ground/ESD	
<b>FEIN:</b> 36-3949000	<b>Service Order No</b>		<b>Service Rep Name</b>		<b>Original Invoice No</b>		

Material	Material Description	Qty	Unit Price	Extended Price
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THANK YOU FOR YOUR ORDER.

FOR ALL INQUIRIES PLEASE CALL 800-934-4477.

The Terms and Conditions and Return Policy and Procedures set forth on [www.ips.insight.com/TermsandConditions](http://www.ips.insight.com/TermsandConditions) are specifically incorporated herein unless purchase is being made pursuant to a separate written agreement in which case the terms of the separate written agreement shall govern.

003970202H0000F7147630200387



**STORY COUNTY, IOWA**  
**RESOLUTION OF THE BOARD OF SUPERVISORS 26-34**  
 Assessed/Taxable Values of Utility Companies for 2025  
 Payable in 2026-2027 Fiscal Year

**WHEREAS**, the Story County Auditor has received from the Iowa Department of Revenue the certified assessed values for gas and electric utilities, railroads, and pipelines for the 2025 Assessment Year;

**NOW, THEREFORE, BE IT RESOLVED** by the Story County Board of Supervisors that the certified values listed below be spread upon the books in the same manner as other valuations fixed by the Department of Revenue upon property assessed under the department's jurisdiction:

Utility	Type/Miles	Rate	Assessed Value	Taxable Value
<b>Railroads</b>				
Union Pacific Corporation	68.75	1,332,699.0158	91,623,057	91,623,057
<b>Pipelines</b>				
Magellan Pipeline Co, LP	Pipeline		4,974,251	4,974,251
Northern Natural Gas Co	Pipeline		12,815,409	12,815,409
Koch Pipelines	Pipeline		1,004,200	1,004,200
Dakota Access LLC	Pipeline		60,112,447	60,112,447
<b>Sub-Total</b>			<b>170,529,364</b>	<b>170,529,364</b>
<b>Gas &amp; Electric</b>				
Ames Municipal Electric	Transmission		13,966	16,323
Basin Electric Power Coop	Gas		0	160
Black Hills Energy Group	Gas		742,370	108,044
Central Iowa Power Coop	Transmission		6,488,385	2,416,651
Consumers Energy	Distribution		19,256,166	1,520,953
Corn Belt Power Co	Transmission		448,449	125,457
Corn Belt Power Co	Gas		0	2,260
Interstate Power & Light Co	Elec/Prod/Trans		74,934,006	10,113,217
Interstate Power & Light Co	Gas		75,023,787	18,576,890
ITC Midwest LLC	Transmission		79,027,534	4,839,198
Mid-American Energy	Transmission		2,537,086	821,861
Midland Power Coop	Distribution		6,702,579	686,083
State Center Municipal Utility	Transmission		41,731	20,049
Story City Electric Utility	Transmission		405,004	147,046
<b>Sub-Total</b>			<b>265,621,063</b>	<b>39,394,192</b>
<b>Total of Certified Utilities</b>			<b>436,150,427</b>	<b>200,794,966</b>

DATED THIS 18<sup>th</sup> DAY OF NOVEMBER, 2025

  
 \_\_\_\_\_  
 Chairperson, Board of Supervisors

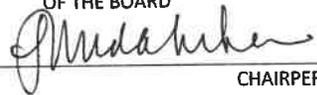
Attest:

  
 \_\_\_\_\_  
 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 type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
	Linda Murken	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>

ALLOWED BY VOTE  
OF THE BOARD

Yea 2 Nay 0 Absent 1

  
\_\_\_\_\_  
CHAIRPERSON

Above tabulation made by 



Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Sara Carmichael, Watershed Coordinator  
Date: November 18, 2025  
Re: Consideration of Contract with Haan Services, LLC for Oxbow Restoration at Wicks Wildlife Area for \$57,275.00.

The attached contract secures services from Haan Services LLC for oxbow restoration and shallow water wetland restoration for \$57,275.00.

This work consists of two oxbow restorations and one shallow water wetland.

Funding for this contract will come from the Iowa Department of Agriculture and Land Stewardship through the FARMS application SCC submitted earlier this year (\$51,480) and the Story County Water and Land Legacy (\$7,800).

Iowa Soybean and the U.S. Fish and Wildlife Service are overseeing the engineering and construction of this project.

The Story County Conservation Board recommends your approval.

  
Approval

11/18/25  
Date

Disapproval

Date

# CONTRACT

Kind of Work Wicks Oxbow Restoration

County Story

THIS AGREEMENT made and entered by and between Story County, Iowa, by its Conservation Board, Contracting Authority, and

of \_\_\_\_\_ Contractor.

WITNESSETH: That the Contractor, for and in consideration of (\$ \_\_\_\_\_ )

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to contractors, the various items of work as follows:

Item No.	Item	Quantity	Units	Unit Price	Amount
1	Excavation of oxbows (2) and hauling spoil to adjacent property	7,150	CY		\$46,475.00
2	Excavation of shallow water wetland and hauling spoil to adjacent property	1,200	CY		\$7,800.00
3	Tree removal (piling and burning onsite)	0.55	Acre		\$3,000.00
4					
5					
6	All work will be performed in accordance with attached plans				
7	and specifications.				
8					
9					
10					
11					
12					
13					
14					
15	Contractor Agrees to add Story County Conservation and Story County, Iowa as Additional Insured on Contractor's Commercial General Liability Insurance.				
				<b>Subtotal:</b>	<b>\$57,275.00</b>

Said specifications and plans are hereby made a part of the the basis of this agreement.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth subject to the Conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to quoters, the proposal, the specifications for Project No. Wicks Oxbow Restoration in Story County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties thereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Final Completion	Number of Working Days
11/19/2025		5/1/2026	117

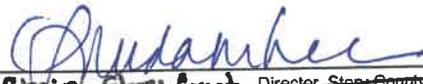
That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgement as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the

Recommended by:

Approved:

Story County, Iowa  
Contracting Authority

By:   
Chair, Story County Conservation Board  
Board of Supervisors

Date: 11/18/25

By: Esaka Haan  
Contractor

Date: 10/18/2025





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

Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Sara Carmichael, Watershed Coordinator  
Date: November 18, 2025  
Re: Consideration of Contract with Terracon for Geotechnical Services at Hickory Grove Park for \$9,900.00.

The attached contract for professional services from Terracon is to complete geotechnical services for Hickory Grove Beach. The information will be used by Shive-Hattery to complete beach restoration activities, including, but not limited to, terraces, stormwater management, and shelters.

The contract is for \$9,900. Funding is from the Story County Water and Land Legacy.

The Story County Conservation Board urges your approval.

  
Approval

Disapproval

11/18/25  
Date

Date



600 SW 7<sup>th</sup> Street, Suite M  
Des Moines, IA 50309  
P (515) 244-3184  
**Terracon.com**

October 7, 2025

Story County Conservation  
900 6th Street  
Nevada, IA 50201

**Attn:** Sara Carmichael  
P: (515) 598-1652  
E: scarmichael@storycountyiowa.gov

**RE:** Proposal for Geotechnical Engineering Services  
Hickory Grove Beach Improvements  
67464 250th Street  
Colo, Iowa  
Terracon Proposal No. PAB255064

Dear Sara Carmichael:

We appreciate the opportunity to submit this proposal to Story County Conservation (SCC) to provide Geotechnical Engineering services for the referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our lump sum fee to perform the Scope of Services described in this proposal is \$9,900. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,  
**Terracon**

Brian A. Weiner, P.E.  
Project Engineer

Theresa M. Stromberg-Murphy, P.E.  
Senior Engineer

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Story County Conservation ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Hickory Grove Beach Improvements project ("Project"), as described in Consultant's Proposal dated 10/07/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Except for disputed fees or disputed portions of fees of which Client has notified Consultant in writing, Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. Reserved.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from an independent professional, such as but not limited to a licensed engineer, architect, or geologist, that Consultant departed from the standard of care typical of the Services contemplated therein. Consultant shall comply with all requests from Client for documentation, including work product as defined in Paragraph 15 herein, reasonably necessary to obtain a written opinion from an independent professional. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days of the date the opinion is provided to Consultant, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Iowa law, and the parties stipulate that venue and jurisdiction shall be proper in the District Court of Story County for state claims and the U.S. Southern District of Iowa for federal claims.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable

distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. If Client's actions result in a departure from the project delivery schedule proposed in Exhibit B, Client is responsible (even if delegated to another contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services if Client's actions result in a departure from the project delivery schedule proposed in Exhibit B. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Consultant will appropriately label and return to Client any samples not entirely consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. Except for claims which arise in whole or in part from any negligent act or omission on the part of Consultant, Client will not bring any claim arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Notwithstanding the foregoing, Consultant shall comply with Client's requests for all documentation necessary to secure an outside opinion under Paragraph 11 above; and Consultant understands that Client will maintain sole ownership of the completed project although Consultant's geotechnical engineering report deliverable, including all work product contained therein, may be used in perpetuity by Client and other professionals and contractors for the design, construction, maintenance, and repair of the project. Consultant is not liable for any unauthorized reuse or modification of its work product. Any use of Consultant's report, other than by Client, is done at the sole risk of that party.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.
18. During the course of the performance of this contract, Consultant may be exposed to protected materials and information not accessible to the public. Consultant shall not use, publish, or divulge any materials, communications, data, strategies, or other information, including information relating to County operations, programs, or internal systems, without the express written consent of Client. Nothing in this Agreement shall prevent Consultant from complying with a court order or subpoena. This confidentiality obligation shall terminate five years from termination of this Agreement
19. Consultant acknowledges that its status under this contract is that of an independent contractor for all purposes including employment taxes. This agreement creates no joint venture or principal-agent relationship. Consultant and its employees are not entitled to any benefits that the County provides for its employees. Neither the County nor Consultant shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other.
20. Consultant shall provide a completed certificate of insurance to Client prior to the commencement of any work under this contract and to notify Client within thirty (30) days of any material changes to or termination of Consultant's insurance policy.
21. Consultant agrees not to subcontract or otherwise assign any portion of the Services contemplated herein without Client's express written permission, which will not be unreasonably withheld.

Consultant: **Terracon Consultants, Inc.**  
 By: Theresa Stromberg-Murphy Date: **10/21/2025**  
 Name/Title: **Theresa M Stromberg-Murphy, P.E. / Senior Engineer**  
 Address: **1523 S Bell Ave Ste 104**  
**Ames, IA 50010-7718**  
 Phone: **(515) 232-0950** Fax: \_\_\_\_\_  
 Email: **Theresa.Stromberg-Murphy@terracon.com**

Client: **Story County**  
 By: Lisa Heddens Date: **11/18/25**  
 Name/Title: **Lisa Heddens; Board Chair**  
 Address: **900 6th St**  
**Nevada, IA 50010**  
 Phone: **515-382-7201** Fax: \_\_\_\_\_  
 Email: **Lheddens@storycountyiowa.gov**

## Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by SCC and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. We request SCC verify the information provided in the following tables prior to our initiation of field exploration activities.

### Planned Construction

Item	Description
<b>Project Description</b>	<p>SCC is working on planned improvements to Hickory Grove Park. Planned improvements include concrete steps, retaining walls, stormwater infiltration practices, and shelter foundations. Terracon will provide geotechnical exploration and engineering to assist with the design of these planned improvements.</p>
<b>Proposed Structures</b>	<p>We anticipate the shelters will be wood-framed structures with grade-supported floor slabs.</p>
<b>Maximum Loads</b> (estimated by Terracon)	<p>In the absence of information provided by the design team, we will use the following loads in estimating settlement based on our experience with similar projects.</p> <ul style="list-style-type: none"> <li>■ Columns: 25 kips</li> <li>■ Walls: 2 kips per linear foot (klf)</li> <li>■ Slabs: 100 pounds per square foot (psf)</li> </ul>
<b>Grading/Slopes</b>	<p>We anticipate cuts and fills of 5 feet or less will be required to achieve final grades. Final slopes are anticipated to have an inclination of 3H:1V (Horizontal: Vertical) or flatter.</p>
<b>Free-Standing Retaining Walls</b>	<p>Retaining walls are expected to be constructed as part of site development to achieve final grades. Wall heights of up to 5 feet are anticipated. Walls are anticipated to be MSE block walls or gravity block walls.</p>

## Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	<p>The project is located near the Hickory Grove Lake North Boat Ramp within Hickory Grove Park at 67464 250th Street in Colo, Iowa.</p> <p>Latitude/Longitude: 41.9907°, -93.3583° (approximate)</p>
<b>Existing Improvements</b>	<p>A gravel parking lot is located to the north of the site with concrete walkways crossing northwest to southeast across the site.</p> <p>A restroom/concessions building and playground are also located on the site.</p> <p>Plans show a sanitary sewer line running roughly parallel to the existing concrete walkway.</p>
<b>Site Access</b>	<p>We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.</p>
<b>Expected Subsurface Conditions</b>	<p>Based on our experience in the area we anticipate possibly some depths of existing fill materials over native clay soils. Alluvial sands are anticipated below the native clays and groundwater is likely to be encountered at depths near the lake level at the time of field exploration.</p>

## Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

SCC requested the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet)	Planned Location <sup>1</sup>
2 <sup>2</sup>	10	Stormwater infiltration areas
2	10	Reinforced concrete stairs
4	15 to 20	Shelter locations

1. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.
2. An infiltration test will be performed at one of the stormwater infiltration area boring locations at the requested depth of about 8 feet or less.

**Boring Layout and Elevations:** We understand that Shive-Hattery will stake the boring locations prior to our field exploration and will provide borings coordinates and elevations.

**Subsurface Exploration Procedures:** We will advance borings with a track-mounted drilling rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four samples will be obtained in the upper 10 feet of each boring, and samples will be obtained at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers will be driven in general accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers and transported to our laboratory for testing. In addition, we will observe and record subsurface water levels during drilling and sampling, where not precluded by the introduction of drilling fluids or due to safety concerns.

Our exploration team will prepare field boring logs to record sampling depths, penetration distances, other relevant sampling information, visual descriptions of materials observed during drilling, and the driller's interpretation of subsurface conditions between samples.

**Infiltration Testing:** Following completion of the boreholes, an infiltration test will be performed in one of the stormwater infiltration boreholes at a depth of 8 feet or less.

## Proposal for Geotechnical Engineering Services

Hickory Grove Beach Improvements | Colo, Iowa  
October 7, 2025 | Terracon Proposal No. PAB255064



The infiltration rate of on-site soils will be measured in the select borehole using infiltration test column methods (generally following the procedure outlined in the Iowa Storm Water Management Manual, Chapter 5).

**Property Disturbance:** We will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work, disturbance could occur (e.g., rutting from tires, muddying the ground surface, etc.). Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

We will backfill borings with auger cuttings and/or bentonite on completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend the boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

## Safety

We are not currently aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require excavations into the subsurface, therefore we will comply with local regulations to request a utility location service through Iowa One Call. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based on the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities (if any) should be marked by the owner/client prior to commencement of our field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Our Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent the risk of private utilities on/near the site exists, then we will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent on the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. Terracon's performance of a private utility locate using geophysical equipment or our use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

**Site Access:** Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

## Laboratory Testing

The project engineer will review field data and assign various laboratory tests to understand select engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit weight
- Unconfined compressive strength
- Atterberg limits (up to 2)
- Grain size analysis (up to 2)
- Organic content tests (up to 2)

Our laboratory testing program includes examination of soil samples. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a professional engineer licensed in the State of Iowa. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil descriptions
- Subsurface water levels observed during and after the completion of drilling, when applicable
- Site Location and Exploration Plans

- Subsurface exploration procedures
  - Description of subsurface conditions
  - Earthwork construction, including:
    - Site preparation
    - Considerations for existing fill soils, if applicable
    - Shrink-swell soil design considerations, if applicable
    - Structural fill material types, including suitability of on-site soils
    - Structural fill compaction criteria
    - Excavation considerations
  - Shallow foundation design and construction recommendations, including:
    - Allowable bearing pressure
    - Suitable bearing materials and anticipated depths
    - Frost protection depth
    - Estimated settlement
    - Corrections for unsuitable bearing conditions
  - Floor slab support
    - Aggregate base considerations
    - Subgrade preparation recommendations for grade supported floor slabs
  - Lateral earth pressure recommendations for design of below-grade reinforced concrete walls
  - Retaining wall considerations including: <sup>1</sup>
    - Considerations regarding suitable bearing materials and anticipated depths
    - Effective stress and total stress parameters (friction and cohesion) for the wall foundation soils
1. Analysis and design of retaining wall (including internal stability, external stability, and global stability analyses) are not included in Terracon's scope of services or fee. We understand these services will be provided by the wall designer.

## Compass

In addition to an emailed report, your project will be delivered using **Compass** (Terracon's online client portal). Upon initiation, we will provide you and your design team the necessary link to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of **Compass**. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we will upload a printable version of our completed geotechnical engineering report. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction

## Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of a review of project plans and specifications related to site preparation and earth-related phases of construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. Terracon should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation and earth-related phases of construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

## Exhibit C - Compensation and Project Schedule

### Compensation

Based on our understanding of the site, the project as summarized in Exhibit A, and the Scope of Services outlined in Exhibit B, our fees are shown in the following table:

Task	Lump Sum Fee <sup>2</sup>
Subsurface Exploration <sup>1</sup> , Laboratory Testing, Geotechnical Engineering, and Project Delivery	\$9,900

1. The lump sum fee considers one drilling rig mobilization and no unexpected onsite delays.
2. Proposed fees noted above are effective for 90 days from the date of this proposal.

Additional services can be provided at the following rates:

Task	Lump Sum	Initial for Authorization
Private Utility Locate (for Borings 5, 6, 7, and 8 due to nearby utility lines shown on site plan)	\$1,500	

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Service revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

We developed a schedule to complete the Scope of Services based on our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule <sup>1, 2</sup>
Kickoff Coordination with Client <sup>3</sup>	2 days after notice to proceed
Site Characterization	10 days after completion of field program
Client Collaboration <sup>4</sup>	Prior to issuing Geotechnical Engineering Report
Geotechnical Engineering	15 days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on Compass with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar on Compass. The schedule will be updated to maintain a current awareness of our plans for delivery.
3. To coordinate project scope, safety protocols, and expectations prior to our drilling rig mobilization.
4. To discuss the findings of our field exploration and laboratory testing, and preliminary engineering considerations.



**Proposal for Geotechnical Engineering Services**  
 Hickory Grove Beach Improvements | Colo, Iowa  
 October 7, 2025 | Terracon Proposal No. PAB255064

**Exhibit D – Site Location**



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

### Exhibit E – Anticipated Exploration Plan





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

Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: November 18, 2025

Re: Consideration of Professional Services Agreement with Uncurbed for Hickory Grove Park Accessibility and Universal Design Consultation for \$10,600.00.

The attached agreement secures the services of Uncurbed for accessibility consultation for improvements to Hickory Grove beach and waterfront.

These services are paired with the current design contract for the beach improvements. These services are critical to effectively determining and designing the beach, fishing pier, boat launch, and other accessibility improvements. Funding for this contract will come from the Story County Water and Land Legacy.

The Story County Conservation Board recommends your approval.

  
\_\_\_\_\_

Approval

\_\_\_\_\_

Disapproval

Date

\_\_\_\_\_

Date

11/18/25

# Universal Design Consultation Agreement

Hickory Grove Park – Accessibility & Universal Design Consultation

**Effective Date:** October 28, 2025

**Parties:**

This Agreement (“Agreement”) is made and entered into by and between **Story County Conservation Board** (“Client”) and **Uncurbed, LLC** (“Consultant”), represented by **Molly Wuebker, OTD, OTR/L, ADAC** with a principal business address of 56122 300<sup>th</sup> St. Cambridge, IA 50046.

## Purpose

The purpose of this Agreement is to define the terms under which Uncurbed will provide Universal Design consultation, accessibility review, and community engagement services to support Story County Conservation’s Hickory Grove Park project. The goal is to ensure that the park’s future design and programming reflect accessibility best practices, Universal Design principles, and the lived experiences of people with disabilities.

## Background

Story County Conservation’s *Hickory Grove Park Master Plan* (April 2023) outlines a long-term vision to enhance accessibility, usability, and inclusivity at one of Iowa’s most visited multi-use recreation destinations, which attracts over 200,000 visitors annually.

The current phase centers on ensuring accessibility throughout the park’s core recreation and water-based areas — including the accessible kayak launch, fishing areas, swim zone, beach, sledding hill, concessions, restroom, and parking areas.

## Scope of Work

Consultant shall perform the following services in accordance with the agreed-upon schedule, deliverables, and professional standards.

## 1. Community Engagement with the Disability Community (November–December 2025)

- Conduct engagement with local residents, veterans, and individuals with disabilities across Story County to inform design validation.
- Collaborate with organizations such as The Arc of Story County, Story County Mental Health & Disability Services, Iowa Veterans Home, Heartland Senior Services Adult Day Center, ChildServe (Ames), etc.
- **Deliverables:**
  - Summary report of community engagement feedback.
  - Data and quotes for use in grant applications and fundraising narratives.
  - Completion by mid-December 2025.

## 2. On-Site Accessibility & Universal Design Review

- Conduct joint site walkthrough with Shive-Hattery design team to review proposed circulation paths, slope transitions, and access points connecting:
  - Accessible kayak and fishing areas
  - Swim zone and beach terraces
  - Concession and restroom facilities
  - Sledding hill and adjacent parking areas
- Identify barriers and opportunities for universal access, including ground surfaces, edge protection, accessible routes, and shade or rest areas.
- **Deliverable:** Site Review Memo with photographic documentation and design recommendations.

## 3. Design Review Meetings (2)

- Participate in two design review sessions with Shive-Hattery and Story County Conservation.
- Review updated plans and renderings for compliance with ADA 2010 Standards, Section 504, and Universal Design benchmarks.
- Provide annotated feedback for inclusion in construction documentation.

## 4. Adaptive Equipment Product Catalog Identification

- Develop a catalog of adaptive equipment and furnishings suited for aquatic and park settings, including:
  - Adaptive beach and water wheelchairs
  - Transfer benches and portable mats (e.g., Mobi-Mat)
  - Accessible kayak and fishing equipment
  - Universal seating, handrails, and tactile wayfinding systems

- **Deliverable:** Curated product guide with vendor links, specifications, and price ranges.

## 5. Training for Park Staff

- Provide 1.5-hour in-person staff training at Athene North Shore Recreation Area at Easter Lake Park on:
  - Operation and maintenance of adaptive equipment
  - Disability etiquette and communication
  - Programmatic accessibility and inclusive recreation principles
- **Deliverable:** Slide deck

## 6. Adaptive Programming Recommendations

- Develop program ideas that integrate adaptive recreation, including:
  - Seasonal events (adaptive paddling, ice fishing, sledding, etc.)
  - Partnership opportunities with adaptive sports and recreation organizations.
- **Deliverable:** Adaptive Programming Plan with 3–5 pilot activity concepts and resource links.

## 7. Grant & Fundraising Identification

- Identify federal, state, and philanthropic funding sources for accessible recreation and equipment.
- **Deliverable:** Annotated list of recommended grants with eligibility notes and deadlines.

## 8. Effective Communication

- Provide guidance on plain language, website content, print materials, and signage to ensure effective communication with individuals with disabilities.
- **Deliverable:** Accessibility overview page summarizing inclusive features and accessibility information for the public website and/or printed park materials.

## Deliverables Summary

Task	Deliverable	Estimated Completion
Disability Community Engagement	Engagement summary report	December 2025
On-Site Review	Accessibility field memo	November 2025
Design Reviews (2)	Annotated plan feedback	Ongoing
Adaptive Equipment Guide	Product catalog	February 2026
Staff Training	Training materials	Post-construction
Adaptive Programming Plan	Program recommendations	March 2026
Grant/Fundraising List	Annotated grant matrix	December 2025
Effective Communication	Accessibility overview page	Post-construction

## Compensation & Payment Terms

Client agrees to pay Consultant a total fee of **\$10,600** for completion of the services outlined herein.

- Invoices will be issued at the completion of major milestones or monthly, whichever occurs first.
- Payment is due within 30 days of receipt of invoice.
- Additional services beyond the defined scope will be billed at \$125/hour upon written authorization by the Client.

Task	Fee
Community Engagement & Reporting	\$3,250
On-Site Review & Design Reviews	\$3,750
Adaptive Equipment Catalog & Staff Training	\$1,200
Adaptive Programming & Grant Identification	\$1,200

<b>Task</b>	<b>Fee</b>
Effective Communication	\$1,200
<b>Total Estimated Fee:</b>	<b>\$10,600</b>

## Term & Termination

This Agreement shall commence on the Effective Date and remain in effect until all deliverables are completed, unless terminated earlier by either party with written notice.

Either party may terminate this Agreement for any reason with **14 days' written notice**. In such event, Client shall compensate Consultant for services rendered and expenses incurred up to the date of termination. And Consultant shall refund any deposits or payments for services not yet rendered and expenses not yet incurred.

## Ownership of Work Product

All reports, summaries, and deliverables created under this Agreement shall become the property of Story County Conservation upon full payment. In the event of partial performance and/or early termination of this contract, Story County Conservation shall become the owner of all reports, summaries, and deliverables executed or otherwise completed prior to termination. Client shall have the right to use and disclose all reports, summaries, and deliverables to any person including other contractors for use in any related design and construction services. Consultant retains the right to reference project work and non-confidential deliverables for professional portfolio, educational, and marketing purposes.

## Independent Contractor Status

Consultant shall perform the services as an independent contractor and not as an employee or agent of the Client. Consultant shall have control over the means and methods of performing the work. However, neither Client nor Consultant shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other.

## Liability and Indemnification

Consultant will perform services consistent with generally accepted professional practices. Consultant shall not be liable for indirect, incidental, or consequential



damages, except for damages directly resulting from Consultant's negligence. Each party shall indemnify and hold harmless the other from claims arising from their own negligence or misconduct.

### Confidentiality

Consultant agrees not to disclose or use any confidential or proprietary information belonging to the Client, including materials, communications, data, strategies, or County operations, programming, and internal system information provided by client, except as required by law or to perform the services specified under this Agreement.

### Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties stipulate that, for any dispute arising from this agreement, venue shall be proper in the District Court of Story County for all state law claims and the Southern District of Iowa for all federal law claims.

### Assignment:

Consultant agrees not to subcontract or otherwise assign any portion of the work contemplated herein without Client's express written consent.

### Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or communications, written or oral, relating to the subject matter herein. Any modification must be made in writing and signed by both parties.

### Signatures

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

#### Uncurbed, LLC

**Signature:** *Molly Wuebker*  
**Name:** Molly Wuebker, OTD, OTR/L, ADAC  
**Title:** Founder, Uncurbed  
**Date:** 10/28/2025

#### Story County Conservation Board <sup>of</sup>

**Signature:** *Linda Murken* Supervisors  
**Name:** LINDA MURKEN  
**Title:** VICE-CHAIR  
**Date:** 11/18/25

## ANTI-HEROIN TASK FORCE GRANT PROGRAM

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

Anti-Heroin Task Force CFDA #16.710

<b>Grantee:</b>  Story County Sheriff's Office	<b>Grant #25-Heroin-19</b>  Grant Period: October 1, 2025 – June 30, 2026  <b>Federal:           \$3,000</b> <b>Match:               \$0</b> <b>Total:               \$3,000</b>
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ODCP Contact: Dennis Wiggins 515-805-4141

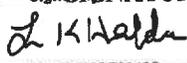
<b>Program Director:</b> Nicholas Hochberger	<b>Legal Applicant:</b> Lisa K Heddens
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**This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request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

### SPECIAL CONDITIONS

- Grant funding is provided to assist project with mid to high level heroin investigations or precursor diversion investigations.
- Targets of investigations will be shared with the Division of Intelligence to be entered into the LEIN database system.
- Projects will regularly deconflict investigations by searching potential targets in the LEIN database system.

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

DocuSigned by:  11/10/2025 <small>BUDES741838451</small> Program Director/Date	<b>SIGNATURES/DATES</b> Signed by:  11/10/2025 <small>B44768899F09425...</small> Legal Applicant/Date	DocuSigned by:  11/10/2025 <small>2A249F185488412</small> ODCP Administrator/Date
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# Iowa Department of Public Safety Office of Drug Control Policy (ODCP)

## Standard Grant Conditions & Certified Assurances

Revised August 2025

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## 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](http://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](http://www.iowagrants.gov). Due by the 23<sup>rd</sup> 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](http://www.iowagrants.gov). Due quarterly by October 23<sup>rd</sup>, January 23<sup>rd</sup>, April 23<sup>rd</sup>, and July 23<sup>rd</sup>.
- 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](http://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](http://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](http://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) 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 requirement, but the Grantee is required to claim the exemption through OCR's [EEO Reporting Tool](#). Grantees required to submit an EEO 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. Legal Services to Unlawfully Present Persons**

Any obligations of funds, at any tier, to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs, but the foregoing shall not be understood to apply - (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

### **40. 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.

### **41. 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.

### **42. 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.

### **43. 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.

### **44. 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.

### **45. 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.

#### **46. 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.

#### **47. 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.

#### **48. 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.

#### **49. 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.

#### **50. 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.

#### **51. 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.

#### **52. 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](#).

**53. 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.

**54. 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.

**55. 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.

**56. 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 and 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.

## **57. 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.

## **58. 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.

## **59. 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.

## **60. 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.

## **61. 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.

## **62. 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.

## **63. 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.

## **64. 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.

#### **65. 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.

#### **66. 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: 90.00

Paul H. Fitzgerald, Story County Sheriff

Civil Rights Contact Person Name and Title

Story County 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):

Story County, 1315 S B Avenue, Nevada, Iowa 50201

Organization Name and Address

Lisa Heddens, Chairperson, Story County Board of Supervisors

Name and Title of Authorized Representative

Signed by:



11/10/2025

Signature and Date



# METHAMPHETAMINE DRUG HOT SPOTS GRANT PROGRAM

Office of Drug Control Policy  
Pape State Office Bldg., 5th Floor  
215 E. 7th Street, Des Moines, Iowa 50319

COPS Anti-Methamphetamine Program (CAMP) ALN 16.710

<b>Grantee:</b> Story County Sheriff's Office	<b>Grant # 24-CAMP-25</b>  <b>Grant Period:</b> October 1, 2025 – June 30, 2026  <b>Federal:        \$4,000</b> <b>Match:            \$0</b> <b>Total:            \$4,000</b>
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**ODCP Contact:**  
Dennis Wiggins 515-805-4141

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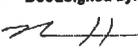
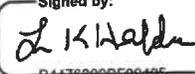
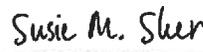
This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this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

### SPECIAL CONDITIONS

Grant funding is provided to assist project with mid to high level mehtamphetamine investigations or precursor diversion investigations. Targets of investigations will be shared with the Division of Intelligence to be entered into the LEIN database system. Projects will regularly deconflict investigations by searching potential targets in the LEIN database system.

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

### SIGNATURES/DATES

DocuSigned by:  11/10/2025 <small>B0DES261938451...</small> <b>Program Director/Date</b>	Signed by:  11/10/2025 <small>B14768888F89425...</small> <b>Legal Applicant/Date</b>	DocuSigned by:  11/10/2025 <small>2A249F1B5408412...</small> <b>ODCP Administrator/Date</b>
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# Iowa Department of Public Safety Office of Drug Control Policy (ODCP)

## Standard Grant Conditions & Certified Assurances

Revised August 2025

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## 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](http://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 23<sup>rd</sup> 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 23<sup>rd</sup>, January 23<sup>rd</sup>, April 23<sup>rd</sup>, and July 23<sup>rd</sup>.
- 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](http://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](http://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) 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 requirement, but the Grantee is required to claim the exemption through OCR's [EEO Reporting Tool](#). Grantees required to submit an EEO 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. Legal Services to Unlawfully Present Persons**

Any obligations of funds, at any tier, to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs, but the foregoing shall not be understood to apply - (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

### **40. 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.

### **41. 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.

### **42. 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.

### **43. 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.

### **44. 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.

### **45. 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.

#### **46. 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.

#### **47. 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.

#### **48. 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.

#### **49. 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.

#### **50. 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.

#### **51. 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.

#### **52. 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](#).

### **53. 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.

### **54. 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.

### **55. 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.

### **56. 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 and 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.

## **57. 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.

## **58. 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.

#### **59. 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.

**60. 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.

**61. 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.

**62. 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.

**63. 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.

**64. 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.

#### **65. 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.

#### **66. 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: \_\_\_\_\_

\_\_\_\_\_  
Civil Rights Contact Person Name and Title

\_\_\_\_\_  
Organization Name and Address

\_\_\_\_\_  
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):

\_\_\_\_\_  
Organization Name and Address

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature and Date

**CIVIL RIGHTS REQUIREMENTS INFORMATION**

Number of persons employed by the agency responsible for administering this grant: 90.00

Paul H. Fitzgerald, Story County Sheriff

**Civil Rights Contact Person Name and Title**

Story County 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):

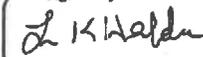
Story County, 1315 S B Avenue, Nevada, Iowa 50201

**Organization Name and Address**

Lisa Heddens, Chairperson, Story County Board of Supervisors

**Name and Title of Authorized Representative**

Signed by:



11/10/2025

**Signature and Date**



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

**Legal Applicant & Program/Project Director**

On behalf of \_\_\_\_\_ (*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.

\_\_\_\_\_  
(Legal Applicant Name)

\_\_\_\_\_  
(Signature Legal Applicant) and (Date)

\_\_\_\_\_  
(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)

Please return to:  
Planning & Development

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NO. 26-37**

**RESCINDING RESOLUTION #26-29, AND SETTING DATE AND TIME FOR PUBLIC HEARING  
FOR NOVEMBER 25, 2025, FOR FIRST CONSIDERATION OF ORDINANCE NO. 328  
AMENDING CHAPTER 8 - URBAN RENEWAL OF THE STORY COUNTY CODE OF  
ORDINANCES**

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 21, 2013, and amended on May 29, 2018; and

WHEREAS, Section 1.11 (2)(A) of the Ordinance Adoption Procedure of the Story County Code of Ordinances requires that a proposed ordinance must be considered and receive a favorable vote by a majority of the supervisors at two regular meetings of the Board; and

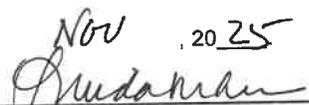
WHEREAS, Section 1.11 (2)(B) of the Ordinance Adoption Procedure of the Story County Code of Ordinances requires that the title of the proposed ordinance shall be published prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained.

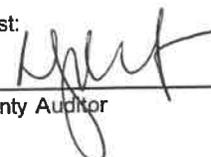
AND WHEREAS, approval of Resolution No. 26-37 rescinds Resolution #26-29 previously adopted by the Story County Board of Supervisors.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 328 on the 25<sup>th</sup> day of November 2025, at the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

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 upon its approval by the Board of Supervisors.

Dated this 18 day of Nov, 2025

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

Attest:  
  
\_\_\_\_\_  
County Auditor

**ROLL CALL FOR ALLOWANCE**

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

**ALLOWED BY VOTE OF BOARD**

Yea 2 Nay 0 Absent 1

  
\_\_\_\_\_  
CHAIRPERSON

Above tabulation made by JB

## STORY COUNTY UTILITY PERMIT

Date 11-10-25

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Dr, Newton, 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 potable water on secondary route 632nd Ave, from private to public ROW, a distance of 0.0174242 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:

Directional bore from outside of the North ROW line to approximately 22' south of the centerline of 295th St to connect to an existing 2" main in South ROW installing 3" class 200 pvc water main all at a minimum 5' deep & installing 3" valve in South ROW

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable. Utility depth requirements shall meet Iowa Administrative Code 761—115.13(306A).

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

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

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

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

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

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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

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

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed in the ditch bottom near the backslope or on top of the backslope near the r.o.w. line.

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

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

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

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

Date 11/10/25

Iowa Regional Utilities Association  
Name of Company (Applicant - Permittee)

Kimber R Annis 641-792-7011  
by Phone no.

Recommended for Approval:

Date 11-10-25

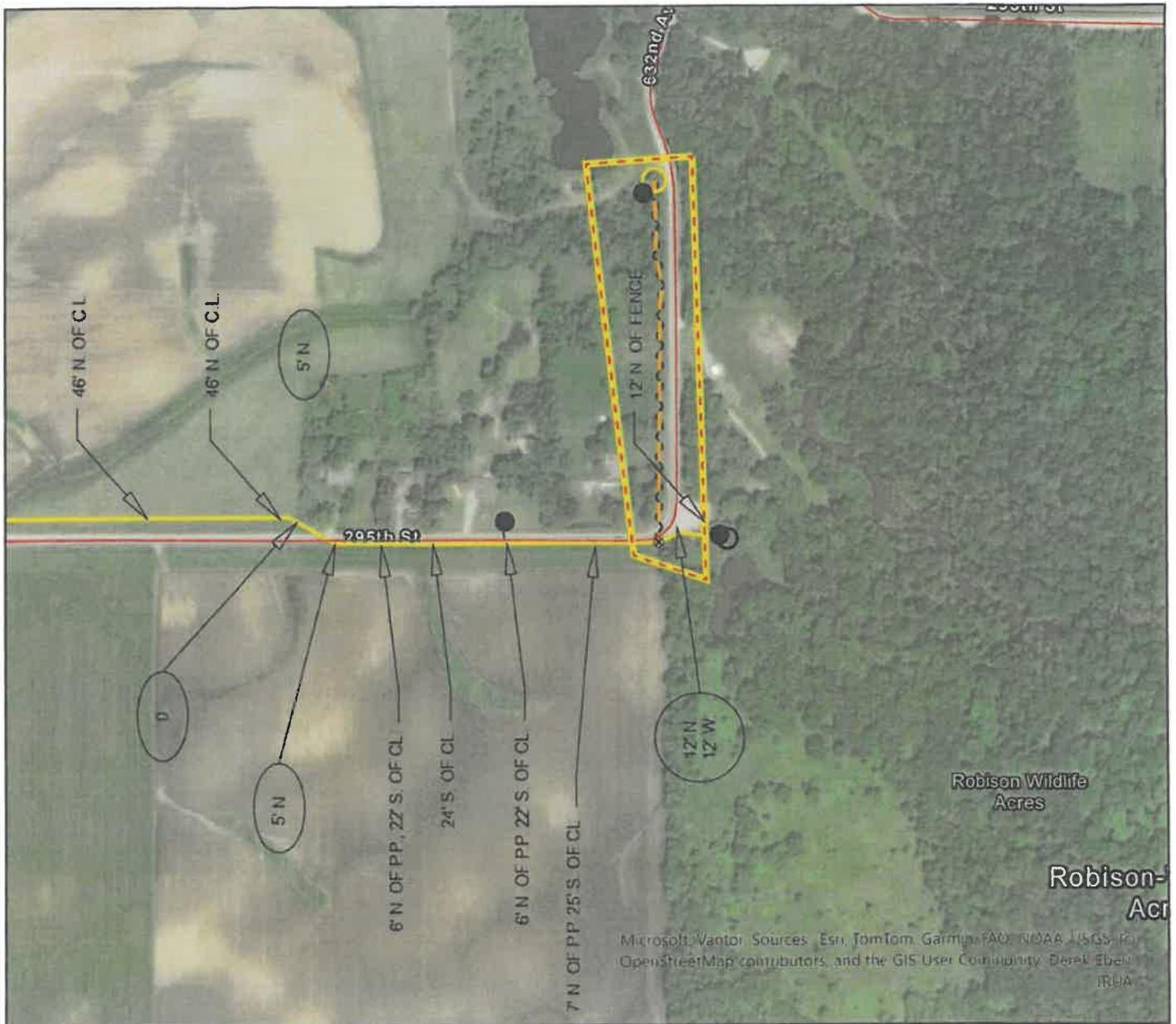
Quen Mor 515-382-7355  
County Engineer Phone no.

Approved:

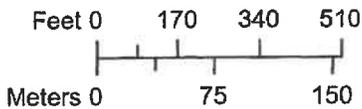
Date 11-18-25

J. Anderson  
Chair, Board of Supervisors  
Story County, Iowa

**A plat shall be attached to the copy submitted.**



STORY COUNTY SECTION 8 T82N R22W  
 DIRECTIONAL BORE FROM OUTSIDE THE NORTH R.O.W. LINE TO APPROXIMATELY 22'  
 SOUTH OF THE CENTERLINE OF 295TH ST TO CONNECT TO EXISTING 2" MAIN IN  
 SOUTH R.O.W. INSTALLING 3" CLASS 200 PVC WATER MAIN ALL A MINIMUM 5' DEEP &  
 INSTALLING 3" VALVE IN SOUTH R.O.W.



Legend			
<b>CUSTOMER</b>	<b>WATER_APPURTEN</b>	<b>WATER_MAINS_A3</b>	<b>SERVICE_AREA</b>
● METER PIT	⊗ 3-VALVE	— 1-SERVICE LINE	COUNTY
<b>WATER_ASBUILTS_</b>	○ EOL-1.5	— 2-160	SERVICEMEN
— WATER ASBUILTS	○ EOL-2	— CENTERLINE	TERRITORY
		— PROPOSED NEW CON	□ TOWER-SA
		<b>WATER_BORES_A3</b>	T_R_S
		— 3-200 BORE	

1351 Iowa Speedway Dr  
Newton, IA 50208  
Grundy Center & Waverly



We Flow That Extra Mile!

[www.irua.net](http://www.irua.net)

Ph: 641-792-7011

---

November 10, 2025

Darren Moon  
Story County Engineer  
837 N Avenue  
Nevada, Iowa 50201

RE: Permit Request – One (1) Right-Of-Way Occupancy

Mr. Moon:

Enclosed, please find a Story Right-Of-Way Occupancy Permit Application for directional bore from outside of the North Right-of-Way to connect to an existing 2-inch water main in the South Right-of-Way of 295<sup>th</sup> St, in Section Eight (8), Indian Creek Township, T82N, R22W, in Story County, to provide water service to a new customer at 29231 632<sup>nd</sup> Ave. in Nevada, Iowa 50201.

Enclosed are the permit application and a map of this location.

If you require further information concerning this permit application, please do not hesitate to contact me.

Thank you.

Sincerely,  
IOWA REGIONAL UTILITIES ASSOCIATION

Kimberlin R. Annis  
Right-Of-Way/Easement Admin

## STORY COUNTY UTILITY PERMIT

Date 11-4-25

To the Board of Supervisors, Story County, Iowa:

The AUS, Inc. Company, incorporated under the laws of Iowa, with its principal place of business at 137 NE 48th PL, Des Moines, IA 50313, 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 Mediacom Coax Cable on secondary route W 190th St, from 3927 Squaw Rd to 3985 W 190th St, a distance of 236 Ft 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:

Mediacom coax cable replacement: Bore & install(1) 2" conduit w/ 625 coax cable beginning at existing Mediacom pedestal in ROW near 3921 Squaw Rd north crossing W 1905th (min depth 5') to existing Mediacom pedestal in ROW at 3985 W 190th St then west(apprx 90') to existing Mediacom pedestal in ROW at 3985 W 190th St

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable. Utility depth requirements shall meet Iowa Administrative Code 761—115.13(306A).

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

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

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

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

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

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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

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

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed in the ditch bottom near the backslope or on top of the backslope near the r.o.w. line.

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

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

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

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

Date 11/12/2025

AUS, Inc.  
Name of Company (Applicant - Permittee)

Karl Ekstam 515-202-2075  
by Phone no.

Recommended for Approval:

Date 11-14-25

  
County Engineer 515-382-7355  
Phone no.

Approved:

Date 11-18-25

  
Chair, Board of Supervisors  
Story County, Iowa

**A plat shall be attached to the copy submitted.**



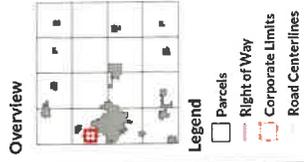
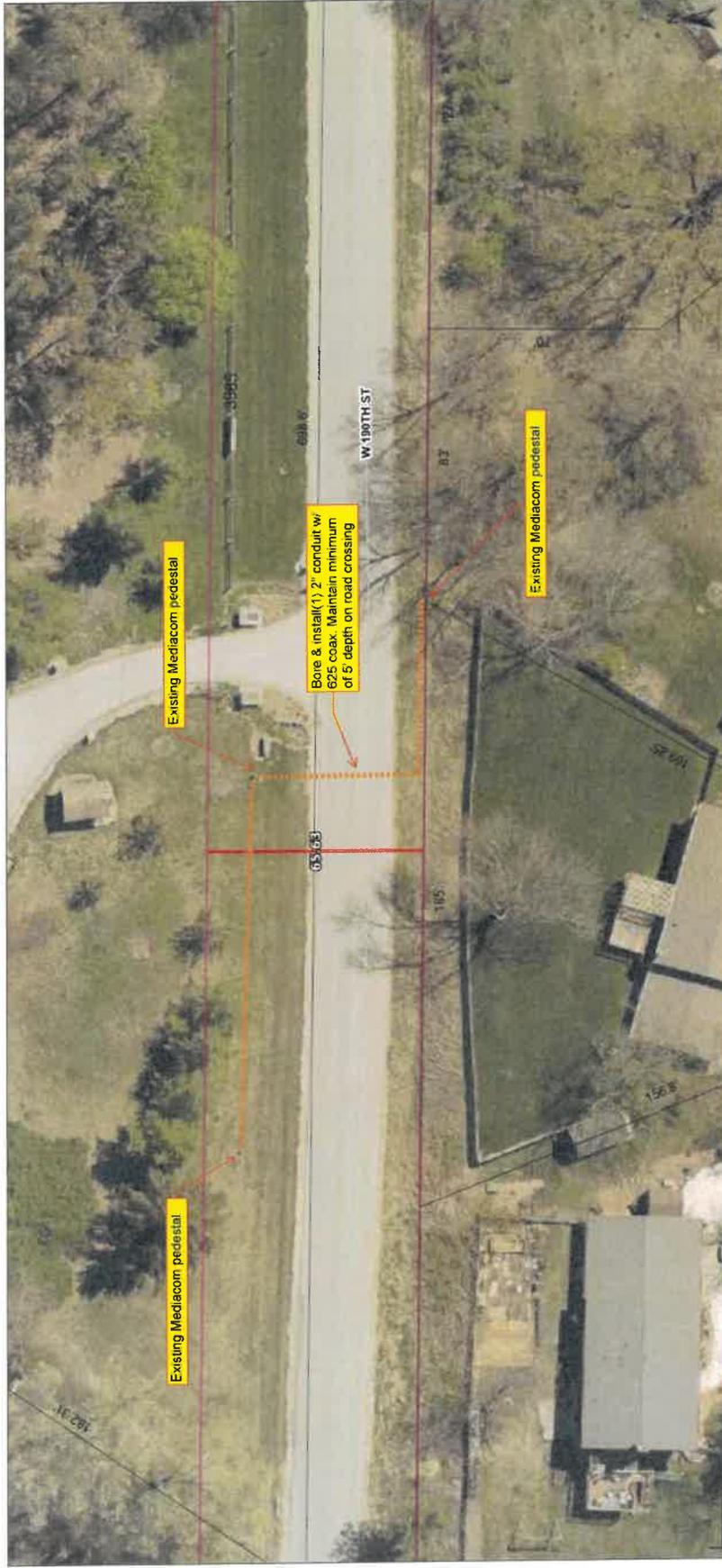
Existing Mediacom pedestal

Existing Mediacom pedestal

Bore & install(1) 2" conduit w/  
625 coax. Maintain minimum  
depth of 5' at road crossing

Existing Mediacom pedestal

Mediacom coax cable repair:  
Mediacom Des Moines  
2205 Ingersoll Ave  
Des Moines IA, 50312  
Project Manager: Dan Zimmer  
Cell: 845-587-2495  
Email: dzimmer@mediacomcc.com

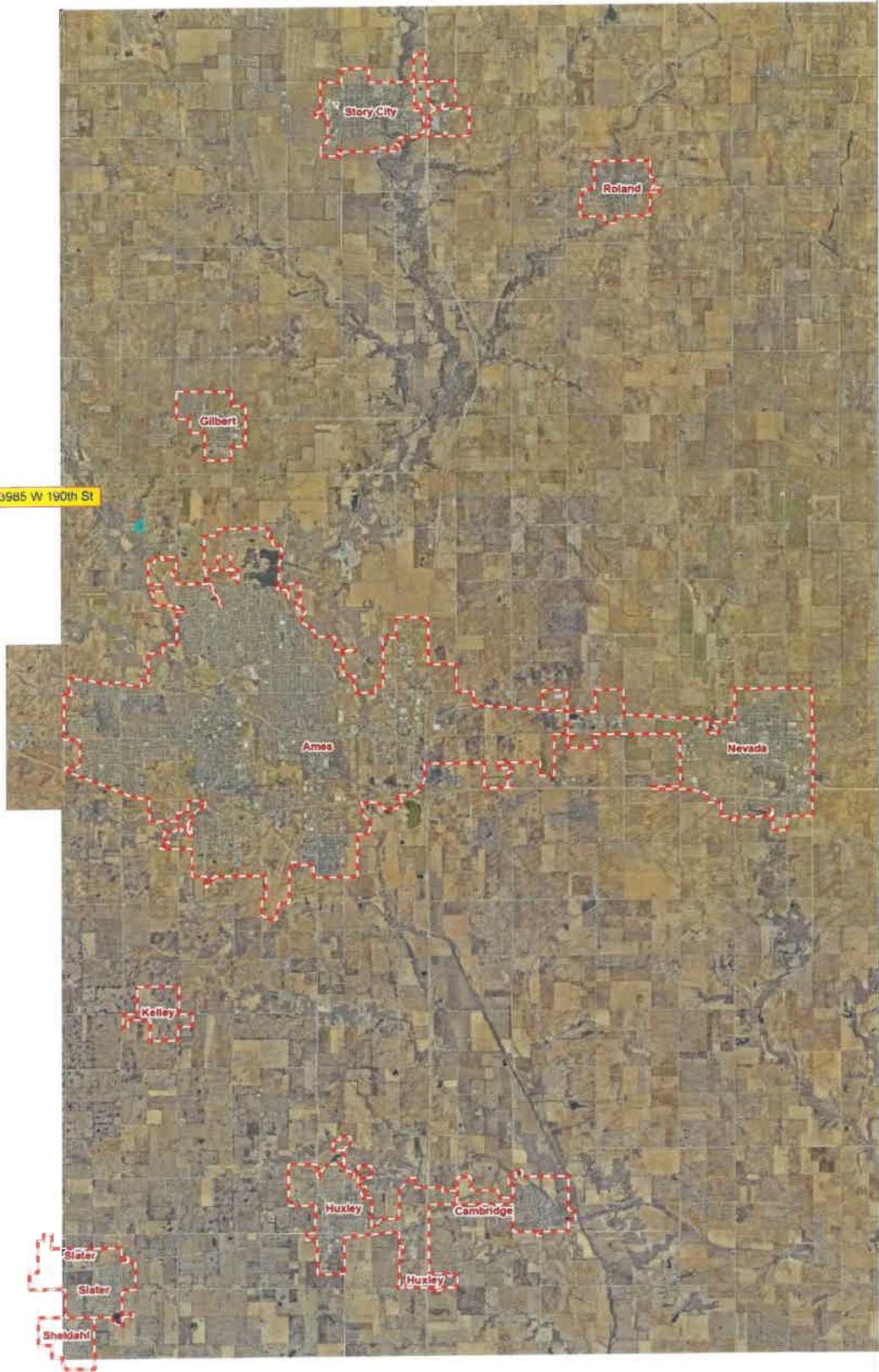


**Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:**  
 The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 11/6/2025  
 Last Data Upload: 11/25/2025 11:13:56 PM

Developed by **SCHNEIDER** GIS **HOSPITAL**

**Mediacom coax cable repair:**  
 Mediacom Des Moines  
 2205 Ingersoll Ave  
 Des Moines IA, 50312  
 Project Manager: Dan Zimmer  
 Cell: 845-587-2495  
 Email: dzimmer@mediacomcc.com



## ECONOMIC DEVELOPMENT SUPPORT AGREEMENT

This Economic Development Support Agreement (the "Agreement") is entered into between Story County, Iowa (the "County") and the Story County Housing Trust ("the Housing Trust") as of the 17th day of November, 2025 (the "Commencement Date").

WHEREAS, the County has established the Story County Urban Renewal Area (the "Urban Renewal Area") and the Story County Urban Renewal Area Tax Increment Revenue Fund; and

WHEREAS, the Housing Trust provides funding to eligible entities and organizations to enable such entities and organization to implement affordable housing programs and projects in the County; and

WHEREAS, the County desires to engage the Housing Trust to develop a program (the "LMI Housing Program") to encourage the redevelopment, rehabilitation and development of housing affordable to families of low and moderate income in the County as defined in Chapter 403.17(14); and

WHEREAS, the County and the Housing Trust desire to cooperate in the development of the LMI Housing Program, including the establishment of detailed program materials and guidelines (the "Program Guidelines"); and

WHEREAS, the County is willing to provide financial assistance to the Housing Trust in the form of incremental property tax payments to be used by the Housing Trust in paying the costs of administering the LMI Housing Program; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide loans, grants, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

WHEREAS, this Economic Development Support Agreement has been prepared to provide a framework for the development of the LMI Housing Program;

NOW THEREFORE, the parties hereto agree as follows:

1 Program Guidelines. The County and the Housing Trust shall jointly develop the LMI Housing Program, including written Program Guidelines setting forth eligibility criteria, application procedures, funding priorities, monitoring, and reporting requirements. The County and the Housing Trust agree that, at minimum, the eligible projects under the LMI Housing Program will include providing financial assistance to cities situated in the County in order to aid such cities in complying with the set aside requirements set forth in Section 403.22 of the Code of Iowa that are applicable to projects being undertaken in economic development urban renewal areas that consist of the use of incremental property tax revenues to support the development of public infrastructure improvements related to housing and residential development.

2 Required Amendment to this Agreement. Upon mutual approval by the County and the Housing Trust of the Program Guidelines, the County and the Housing Trust shall amend this Agreement (the "Amended Agreement") to incorporate such Program Guidelines. At a minimum, the Amended Agreement shall require the Housing Trust to administer the LMI Housing Program in accordance with the Program Guidelines and all applicable laws and regulations, to maintain complete and accurate records of all LMI Housing Program activities, including the use of funds received in the form of the Payments (as hereinafter defined) and to provide periodic reports to the County as to the LMI Housing Program activities and expenditure of funds.

3. Payments. Subject to the Housing Trust's compliance with the terms set forth in this Agreement, including the requirement to enter into the Amended Agreement, the County agrees to make four (4) semiannual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Housing Trust during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however, that the aggregate, total amount of the Payments to be made in any fiscal year during the Term shall not exceed \$975,000, and the aggregate, total amount (the "Maximum Payment Total") of the Payments made under this Agreement during the Term shall not exceed \$1,950,000. All Payments under this Agreement shall be subject to annual appropriation by the Board of Supervisors, as provided hereunder.

The Payments shall not constitute general obligations of the County but shall be made solely and only from unencumbered Incremental Property Tax Revenues (as hereinafter defined) received by the County from the Story County Treasurer which are attributable to the Urban Renewal Area.

Incremental Property Tax Revenues are determined by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the property in the Urban Renewal Area; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the property situated in the Urban Renewal Area, as shown on the property tax rolls of Story County; and (4) deducting any property tax credits which shall be available with respect to the property.

Subject to annual appropriation by the Board of Supervisors as set forth in Section 4 below, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2026, and continuing through and including June 1, 2028, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

4. Annual Appropriation. The Payments shall be subject to annual appropriation by the Board of Supervisors. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2025, the Board of Supervisors shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than \$975,000.

In any given fiscal year, if the Board of Supervisors determines to not obligate the then-considered Appropriated Amount, then the County will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Housing Trust will have no rights whatsoever to compel the County to make such Payments, to seek damages relative thereto, or to compel the funding of such Payments in future fiscal years. A determination by the Board of Supervisors to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, provided, however, that no Payment shall be made after June 1, 2028.

5. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2026, and on June 1, 2027, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2025).

In addition, no Payment shall exceed the amount of unencumbered Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) received by the County from the Story County Treasurer attributable to the taxable valuation of the property situated in the Urban Renewal Area in the six (6) months immediately preceding the due date of such Payment.

6. Certification of Payment Obligation. In any given fiscal year, if the Board of Supervisors determines to obligate the then-considered Appropriated Amount, as set forth in Section 4 above, then the County Auditor will certify by December 1 of each such year to the Story County Auditor an amount equal to the most recently obligated Appropriated Amount.

7. Default Provisions.

a. Events of Default. Failure by the Housing Trust to (i) cooperate with the County to develop Program Guidelines, (ii) enter into the Amended Agreement, (iii) or to observe any other material covenant on its part to be observed or performed hereunder "Events of Default" under this Agreement.

b. Notice and Opportunity to Cure. In the Event of Default by the Housing Trust hereunder, the County shall provide written notice to the Housing Trust describing the cause of the default and the steps that must be taken by the Housing Trust in order to cure the default. The Housing Trust shall have thirty (30) days from the mailing of the notice or from the personal delivery of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible.

c. If the Housing Trust fails to cure the default or provide assurances, the County shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section 3 above.

- (iii) Terminate this Agreement. Upon termination pursuant to this Section, the County shall have no further obligation to provide the Payments under this Agreement, and the Housing Trust shall have no further rights or obligations hereunder.

8. Assignment. This Agreement may not be amended or assigned by either party without the express permission of the other party.

9. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and shall continue until terminated by mutual agreement or as otherwise provided herein.

10. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

11. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The County and the Housing Trust have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

**STORY COUNTY, IOWA**

By:   
Chairperson

Attest:

By:   
County Auditor

**STORY COUNTY HOUSING TRUST**

By: 

Its: \_\_\_\_\_

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

Please return to:  
Planning & Development

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NO. 26-38**

**A Resolution to Approve Urban Renewal Plan Amendment for the  
Story County Urban Renewal Area**

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa counties by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a county must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the county and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the county; and

WHEREAS, the Board of Supervisors of Story County, Iowa (the "Board"), by prior resolution established the Story County Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which would facilitate the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to the Story County Housing Trust (the "Housing Trust") in connection with the administration of a program by the Housing Trust that provides assistance to cities with qualifying projects for the redevelopment, rehabilitation and development of housing that is affordable to families of low and moderate income (the "Project"); and

WHEREAS, notice of a public hearing by the Board of Supervisors of Story County, Iowa, on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Board has conducted said hearing on November 18, 2025; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to the appropriate affected taxing entities, and the consultation meeting was held on November 4, 2025;

NOW, THEREFORE, It Is Resolved by the Board of Supervisors Story County, Iowa, as follows:

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this Board of Supervisors as follows:

A. The Amendment and the projects and initiatives described therein conform to the general plan of the County as a whole.

B. The proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and



STORY COUNTY, IOWA  
URBAN RENEWAL PLAN AMENDMENT  
STORY COUNTY URBAN RENEWAL AREA

November, 2025

The Urban Renewal Plan (the "Plan") for the Story County Urban Renewal Area (the "Urban Renewal Area") of Story County, Iowa (the "County") is being amended for the purpose of identifying a new urban renewal project to be undertaken therein.

**1) Identification of Projects.** By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

**Name of Project:** LMI Housing Support Program

**Date of Board Approval of Project:** November 18, 2025

**Description of the Program:** The County acknowledges the importance of the availability of safe and affordable housing to families of low and moderate income to the promotion of economic development in the County. Under the LMI Housing Support Program, the Story County Housing Trust (the "Housing Trust") will provide economic development forgivable loans and/or grants to cities with qualifying projects for the redevelopment, rehabilitation and development of housing that is affordable to families of low and moderate income.

**Description of Use of TIF:** The County intends to enter into an economic development support agreement with the Housing Trust with respect to the administration of the LMI Housing Support Program and to provide annual appropriation economic development payments (the "Payments") to the Housing Trust in support thereof. The Payments will be funded with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the County's total commitment of incremental property tax revenues with respect to the LMI Housing Support Program will not exceed \$2,000,000.

**2) Required Financial Information.** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the County:	<u>\$570,105.923</u>
Outstanding general obligation debt of the County:	<u>\$2,397,816.96</u>
Proposed debt to be incurred in connection with the November, 2025 Amendment:	<u>\$ 2,000,000</u>

**IOWA DEPARTMENT OF TRANSPORTATION  
Preconstruction Agreement  
For Primary Road Project**

County	<u>Story</u>
Project No.	IM-NHS-035-4(267)104--03-85 Grading (Southbound) IM-NHS-035-4(274)104--03-85 Paving (Southbound) IM-035-4(271)107--13-85 290 <sup>th</sup> Street Bridge Replacement IM-NHS-035-4(276)104--03-85 Grade & Pave (Northbound)
Iowa DOT Agreement No.	<u>2026-C-041</u>
Staff Action No.	<u>N/A</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated "DOT", and Story County, Iowa, a Local Public Agency, hereinafter designated "LPA", in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Interstate 35 (I-35) within Story County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

**1. Project Information**

- a. The DOT shall design, let, and inspect construction of the following described project in accordance with the project plans and DOT Standard Specifications:

Various projects will be constructed along I-35 starting north of 315<sup>th</sup> Street northerly to its junction with U.S. 30 in the city of Ames. Some of the projects to be constructed impact Story County roadways 290<sup>th</sup> Street, 280<sup>th</sup> Street, and 564<sup>th</sup> Avenue. As part of the project, a new pretensioned prestressed concrete beam (PPCB) bridge with Portland cement concrete (PCC) approaches will be constructed on 290<sup>th</sup> Street over I-35. See Exhibit A for project location and Exhibit C for details of the new PPCB bridge.

- b. Upon completion of construction, the LPA agrees to retain ownership and jurisdiction of the following referenced improvements as identified below. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
  - i. 290<sup>th</sup> Street shall be reconstructed from west of I-35 (starting at Station 3252+75) to the east side of I-35 (ending at Station 3276+00). A 24-foot wide granular surfaced roadway shall be constructed. See Exhibit B for details of reconstructed 290<sup>th</sup> Street.
  - ii. 280<sup>th</sup> Street shall be reconstructed at its connection to 564<sup>th</sup> Avenue from Station 267+75 to Station 268+55. A 24-foot wide granular surfaced roadway shall be constructed. See Exhibit B for details of reconstructed 280<sup>th</sup> Street.

## **2. Project Costs**

- a. The DOT shall bear all costs except those allocated to the LPA under other terms of this Agreement.

## **3. Traffic Control**

- a. I-35 through-traffic shall be maintained during the construction.
- b. It may be necessary to temporarily close LPA side road 290<sup>th</sup> Street during construction. The DOT shall furnish and install the required barricades and signing for the closure at project cost, and shall remove same upon completion of the project, at no expense or obligation to the LPA. The DOT shall work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours, which may be necessary for project related LPA road closures, shall be the responsibility of the LPA, at no expense or obligation to the DOT.
- c. Since this project may cause the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) are likely to cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).
- d. LPA road 564<sup>th</sup> Avenue shall be permanently closed and obliterated from 280<sup>th</sup> Street to 290<sup>th</sup> Street. Since this project causes the permanent closure of an LPA road connection, or the obliteration or subsequent vacation of LPA roads, the LPA, in accordance with Iowa Code sections 306.10 through 306.17, shall hold a public hearing for the permanent closure(s). The hearing proceedings shall be conducted by the LPA, who shall also be responsible for payment of claims for any and all damages (if any) resulting from the road closure, at no expense or obligation to the DOT. The DOT shall furnish and install the required road closure barricades at project cost. Upon completion of construction, the LPA agrees to accept ownership of said barricades, along with responsibility for future maintenance operations associated therewith, at no additional expense or obligation to the DOT.

## **4. Right of Way and Permits**

- a. The DOT shall be responsible for the coordination of utility facility adjustments for the primary road project.
- b. The LPA shall be responsible for providing, without cost to the DOT, any right of way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project, subject to the condition that the DOT shall reimburse the LPA for the value of LPA-owned improvements situated on such LPA-owned lands. The LPA has appraised itself of the value of these lands, and as a condition of their participation in the project, the LPA voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way.
- c. In connection with this project, any real estate and rights to real estate necessary for right of way at the connection of any public road and the primary highway project, any access road or frontage road, or any permanent utility easements, which are or which shall be under the jurisdiction of the LPA, may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract, the LPA shall receive title from the contract seller and the LPA shall accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding shall be instituted by the DOT to acquire real estate or rights in real estate, needed by the LPA for the LPA, and to acquire real estate or rights in real estate, needed by the DOT for the DOT.

## **5. Construction and Maintenance**

- a. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval and consent of the DOT.
- b. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in Local Systems Instructional Memorandum 7.110.
- c. Structures built by the DOT over or under a primary road shall be maintained by the DOT, including repairs to floors, railings, and painting. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris, and foreign objects from local road traffic lanes, sidewalks, or walkways within the project limits (if any), including pedestrian overpasses or underpasses, shall be the responsibility of the LPA. See Exhibit C for details of the new bridge being constructed on 290<sup>th</sup> Street over I-35.

## **6. General Provisions**

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project, and the FIS is modified, amended, or revised in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the modification, amendment, or revision to the DOT within 14 calendar days of the LPA's receipt of a subsequent FIS or modification. If the LPA does not have a detailed FIS for an area which is affected by the proposed Primary Highway project, and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the FIS to the DOT within 14 calendar days. The LPA agrees to defend, indemnify, and hold harmless the DOT from any and all claims, costs, and damages arising from, or related to, the LPA's failure to timely provide an FIS, and/or FIS modification, to the DOT in accordance with this provision.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Title VI of the Civil Rights Act of 1964 and Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third-party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement is found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole, or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s), represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed amendment to this document.

June 2025

**IN WITNESS WHEREOF**, each of the parties hereto has executed Agreement No. 2026-C-041 as of the date shown opposite its signature below.

**BOARD OF SUPERVISORS OF STORY COUNTY:**

By:  Date 11-18, 2025  
Chairperson

ATTEST:

By:   
County Auditor

Recommended for approval by:

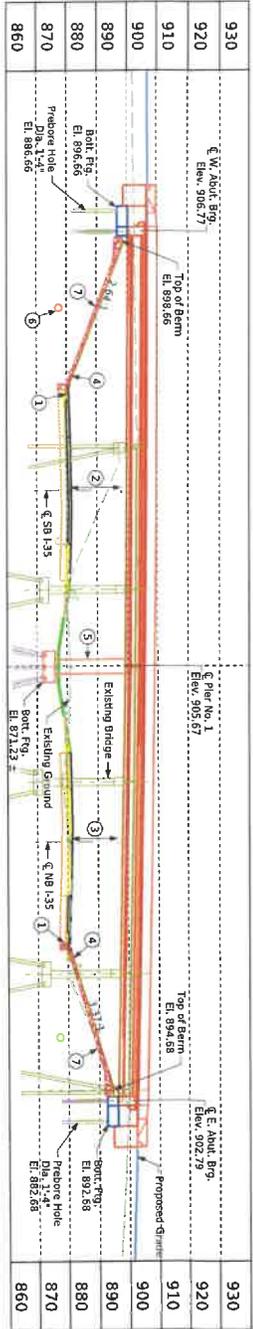
 11-12-25  
Darren R. Moon, P.E. Date

**IOWA DEPARTMENT OF TRANSPORTATION:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_  
Allison Smyth, P.E.  
District Engineer  
District 1







Longitudinal Section Along 290th Street

- ① EW-203 Grading
- ② Minimum vertical clearance = 18.01'
- ③ Minimum vertical clearance = 16.63'
- ④ Grading Surface
- ⑤ Aesthetic Pier
- ⑥ Proposed 24 in. ICR Culvert
- ⑦ Macadam Stone Slope Protection (Embedded)

VPC Sta. = 3260+75.00  
VPI Elev. = 904.85  
VPT Sta. = 3269+75.00  
VPT Elev. = 888.00

VC = 900'  
VPI Sta. = 3265+25.00  
VPI Elev. = 913.20



Proposed Profile Grade 290th St.

**General Notes:**  
 Top of bridge deck at centerline roadway is 0.03' below the profile grade to account for parabolic crown.  
 Profile grade of the (VPI) is at CL.  
 The design profile is for the existing bridge.  
 Prestensioned Precast Concrete Beam Bridge, Story County  
 Design No. 1062, FHWA No. 049160, Maint. No. 0506.80035.  
 2-Span Grading Shown (See EW-203 - S' Offset).

**Design Notes**  
 1. Bridge Paving Proposed  
 2. Aesthetic Pier Proposed  
 3. BTE Beams Proposed  
 4. Review need for temporary shoring in median during final design.

**Minimum Vertical Clearance**  
**SB I-35**  
 Overhead Station = 3264+13.14, 13'-1" RT.  
 Overhead Elevation = 906.05  
 Depth of Superstructure = 6'-1 1/2"  
 Deck Thickness = 8.5 in.  
 Estimated Haunch = 2 in.  
 Beam Depth = 63 in.  
 Underpass Station = 2383+0.10, Offset 53'-0" LT.  
 Underpass Elevation = 881.86  
 Minimum Vertical Clearance = 18.01'

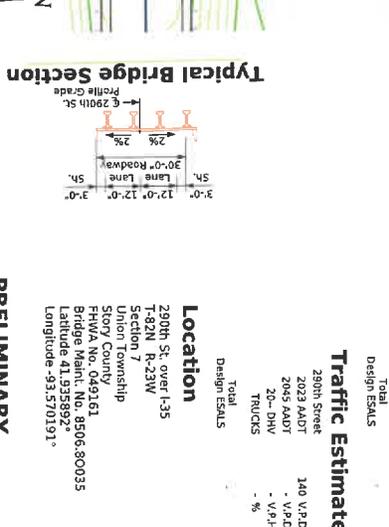
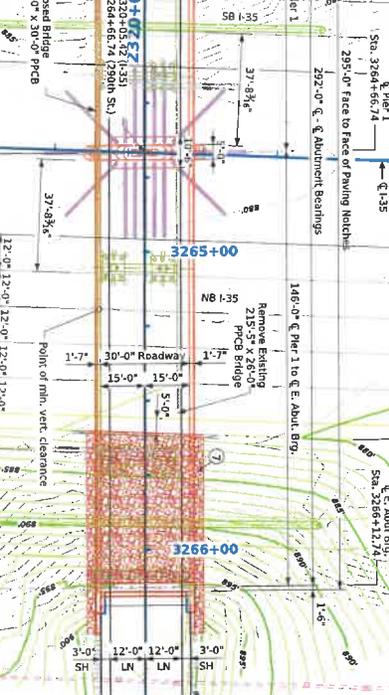
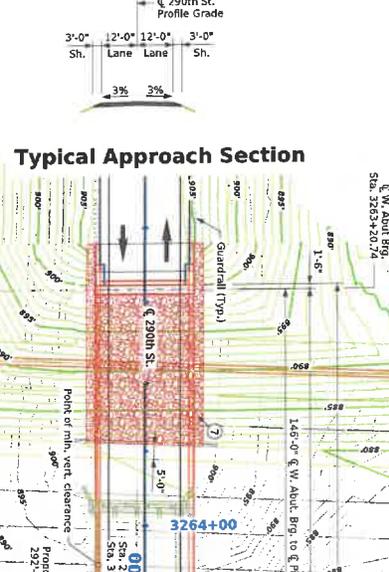
**NB I-35**  
 Overhead Station = 3265+19.24, Offset 13'-1" RT.  
 Overhead Elevation = 904.61  
 Depth of Superstructure = 6'-1 1/2"  
 Deck Thickness = 8.5 in.  
 Estimated Haunch = 2 in.  
 Beam Depth = 63 in.  
 Underpass Station = 3211+94.56, Offset 53'-0" RT.  
 Underpass Elevation = 881.86  
 Minimum Vertical Clearance = 16.63'

**Utilities Note:**  
 Utilities shown on this sheet are for information only. See Road Design sheets for utility information.

**General Utility Symbols:**  
 E - Electric Line  
 G - Gas Line  
 S - Sanitary Sewer  
 T - Telephone Line  
 W - Water Line

**Traffic Estimate**  
 Total Design ESALS  
 2023 ADOT 1935  
 2045 ADOT 59286 V.P.D.  
 2045 ADOT 93286 V.P.D.  
 2045 DMV 5485 V.P.H.  
 TRUCKS 13 %

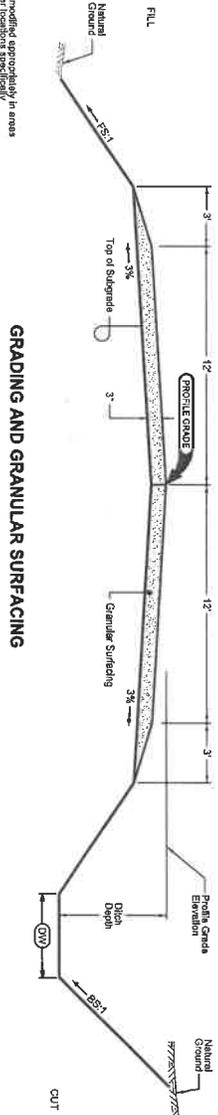
**Traffic Estimate**  
 Total Design ESALS  
 2023 ADOT 140 V.P.D.  
 2045 ADOT 2045 V.P.D.  
 2045 DMV 2045 V.P.H.  
 TRUCKS - %



**PRELIMINARY**  
 Design For P' Skew  
 292'-0" x 30'-0" Prestensioned  
 Precast Conc. Beam Bridge  
 BTE Beams  
 146'-0" End Spans  
 STA. 3264+66.74 (290th St.)  
 Story County  
 Turn-in Date: Sept. 2025  
 IOWA DEPARTMENT OF TRANSPORTATION  
 Design Sheet No. 1 of 2  
 FHWA No. 049161  
 SHEET NUMBER V.1

LOCATION		DIMENSIONS			
ROAD IDENTIFICATION	STATION TO STATION	FS	BS	FAEL	
28th St	3252+75.00	3282+49.24	3	3	5
28th St	3269+34.24	3276+00.00	3	3	5
28th St	287+75.00	2894+50.00	3	3	5

Normal section shown may be modified appropriately in areas of super-elevated curves or other conditions specifically designated by the Engineer.  
See plan & profile sheets and cross sections for additional details of ditches and developments.



**EXHIBIT B**

§ 2 Grading  
16-17-17

FILE NO. 10667025  
2028-C-041\_Story Co

ENGLISH DESIGN TEAM **Flattery/Bell**  
PROJECT NUMBER **IM-035-4(315)104--13-85**

COUNTY **STORY**  
SHEET NUMBER **B.3**

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

Please return to:  
Planning & Development

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NO. 26-35**

**Resolution Approving Development Agreement with Story County  
Housing Trust, Authorizing Tax Increment Payments and Pledging  
Certain Tax Increment Revenues to the Payment of the Agreement**

WHEREAS, the Board of Supervisors (the "Board") of Story County, Iowa (the "County"), pursuant to and in strict compliance with all laws applicable to the County, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Story County Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the Board has adopted certain ordinances providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the County for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain Development Agreement (the "Agreement") between the County and Story County Housing Trust (the "Housing Trust") has been prepared in connection with the undertaking by the Housing Trust of economic development initiatives in the Urban Renewal Area, including the administration of a program to encourage the redevelopment, rehabilitation and development of housing that is affordable to families of low and moderate income (the "Project"); and

WHEREAS, under the Agreement, the County would provide tax increment payments to the Housing Trust in a total amount not exceeding \$2,000,000; and

WHEREAS, the Board, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on November 18, 2025, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a County may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a Board of Supervisors must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a Board of Supervisors must consider any or all of a series of factors; and

WHEREAS, pursuant to the Plan and Chapter 403 of the Code of Iowa, the County may undertake projects and initiatives for the promotion of economic development;

NOW, THEREFORE, It Is Resolved by the Board of Supervisors of Story County, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Board hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Story County and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of jobs, income and housing opportunities, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The Board further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Housing Trust.

Section 3. The Agreement is hereby approved, and the Chairperson and County Auditor are hereby authorized and directed to execute and deliver the Agreement on behalf of the County, in substantially the form and content in which the Agreement has been presented to this Board of Supervisors. The Chairperson and the Story County Planning and Development Director are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the County under the Agreement shall be subject to annual appropriation by the Board of Supervisors, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the County's obligations under the Agreement shall be payable solely from the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to incremental property tax revenue derived from the Urban Renewal Area.

Section 5. The County hereby pledges to the payment of the Agreement the Urban Renewal Tax Revenue Fund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Fund, provided, however, that no payment will be made under the Agreement unless and until monies from the Urban Renewal Tax Revenue Fund are appropriated for such purpose by the Board of Supervisors.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Story County to evidence the continuing pledging of the Urban Renewal Tax Revenue Fund and the portion of taxes to be paid into such Fund, and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

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 upon its approval by the Board of Supervisors.

Passed and approved November 18, 2025.

Dated this 18 day of Nov, 2025

[Signature]  
Chairperson, Board of Supervisors

Attest:

[Signature]  
County Auditor

ROLL CALL  
FOR ALLOWANCE

<u>Latifah Faisal</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
<u>Lisa Heddens</u>	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input checked="" type="checkbox"/>
<u>Linda Murken</u>	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE  
OF BOARD

Yea 2 Nay 0 Absent 1

[Signature]  
CHAIRPERSON

Above tabulation made by [Signature]

## Integrated Roadside Vegetation Management Department

### Ty Hamiel-Vegetation Management Biologist

Quarterly Report 11/18/2025

Last Report Given 8/6/2025

- **2024 Weed Commissioner Report/2025 Weed Commissioner Certification Form**
  - Overall steady/light year. Monitoring some newer species coming in.
  - Current herbicide use was about over tripled as we focused on spraying more gravel roads
    - 2023-196 miles: 2024-350 miles: 2025- 729 miles sprayed for noxious weeds
- **Brush Spraying Contractors Update**
  - B@W Control Specialists *will* cover South ½ of Story County- ran out of time this Fall
  - Staff brush sprayed a handful of sensitive areas, focus was on Fall noxious weed applications
- **Staffing**
  - 2026 Seasonal job description review period. Dec/Jan posting
- **Seed Harvest**
  - Seed mechanically harvested from 2 seed nurseries- Awaiting analysis
    - 1,242 bulk lbs. harvested: Increase of 110 pounds from 2024
  - Hand harvest forbs from volunteer events/staff harvesting
    - 16 different species collected
- **Seeding Work – On Going**
  - Dormant Seeding- 44 Work orders seeded this Fall
    - Mostly small sites. Focus has been on older and smaller seeding areas: clean-up
- **Prescribed Fire**
  - Will mainly help Conservation do any Fall burns when possible
- **Drill and Equipment Rental on the Books**
  - 3 rentals this Fall- Average 8-10, have a few waiting for soil moisture to drop a bit
- **Drainage District Maintenance Program**
  - B&W- Spray Contract-Spring 2026
    - Grant #13, Milford #32, Richland #81, and Hamilton-Story #1
      - These accounts have funds available, work could be done without levies
  - Preparing bid estimates for Contract Spray- April 2026 levies
    - Richland #20, Boone-Story #1 and #3, Hardin-Story #1 and #3
  - Scout for in-house brush work
    - Lincoln #91, Richland #68
- **Kestrel Box program**
  - 33 boxes monitored this summer- Results peer reviewed by Steve Lekwa
    - 27 had active nests: Tree swallows, Starlings, House wrens
    - 6 boxes-no activity
    - 1 box- compelling evidence to be a Kestrel nest- small bones from a meal but no eggs/feathers
- **Winter Projects**
  - Maintenance and Repairs on equipment
  - File/Record cleanup
  - IRVM plan and website updates
  - Employee licensing and training