

The Board of Supervisors met on 6/1/21 at 10:00 a.m. in the Story County Administration Building. Members present: Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. (all audio of meetings available at storycountyia.gov). Heddens noted due to mitigation efforts the recommendations for social distancing in order to help slow the spread of the COVID-19 virus and limited space, the meeting will be provided via Zoom originating from the Story County Administration Building.

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

RECOGNITION OF MARGARET JAYNES FOR HER 27 YEARS OF SERVICE: Heddens reported on Jaynes's 27 years service and presented her with a plaque.

MINUTES: 5/25/21 Minutes – will be considered at next week's meeting.

PERSONNEL ACTIONS: 1) pay adjustment, effective 6/6/21, in a) Attorney's Office for Samantha Betz @ \$19.71/hr; Casandra Eames @ \$21.99/hr; b) Planning and Development for Marcus Amman @ \$26.17/hr; c) Sheriff's Office for Andrew Boeckman @ \$2,632.80/bw; Levi Hansen @ \$2,948.84/bw; Diane Hobart @ \$2,452.00/bw; d) Treasurer's Office for Ardis Baldwin @ \$36.80/bw lump sum. Murken moved, Faisal seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

Heddens stated items #4 and #5 will be removed for individual consideration. Faisal moved, Murken seconded the approval of Consent Agenda with noted changes.

1. Appointment of Darryl Ozias to Analysis of Social Services Evaluation Team (ASSET) for an unexpired term ending 3/31/23
2. FY22 Provider and Program Participation Agreement with the Assault Care Center Extending Shelter and Support (ACCESS), effective 7/1/21-6/30/22: Battering Shelter (not to exceed 32,958.00) \$127.00/24-hour period food and shelter; Domestic Abuse Crisis/Support (not to exceed \$25,200.00) \$102.00/staff hour; Battering-Court Watch (not to exceed \$2,411.00) \$102.00/staff hour; Sexual Abuse/Crisis Support (not to exceed \$6,405.00) \$103.00/staff hour; Education and Awareness (not to exceed \$1,667.00) \$101.00/staff hour
3. FY22 Provider and Program Participation Agreement with Center for Creative Justice, effective 7/1/21-6/30/22: Probation Supervision (not to exceed \$34,888.00) \$72.06/client hour
6. FY22 Provider and Program Participation Agreement with Raising Readers effective 7/1/21-6/30/22: Advocacy of Social Development (not to exceed \$4,487.00) \$132.50/staff hour; Family Dev/Education Thrive by Five (not to exceed \$4,978.00) \$22.06/client hour; Family Dev/Out of School Learning (not to exceed \$5,528.00) \$104.50/partial day (three hours)
7. FY22 Provider and Program Participation Agreement with The Salvation Army, effective 7/1/21-6/30/22: Disaster Services (not to exceed \$1,159.00) \$373.70/staff hour; Food Pantry (not to exceed \$4,049.00) \$237.94/client contact; Food Pantry-Local Option (not to exceed \$780.00) \$237.94/client contact
8. Central Iowa Community Services (CICS) Statement of Understanding in reference to the 28E Agreement, effective 7/1/21-6/30/22, for the following: Karla Webb, Jennifer Kerns, Kathy Johnson, Tyler Lennon, Nikki Sprecher, and Staci Shugar
9. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Ames Golf and Country Club, 5752 George Washington Carver Avenue, Ames, Iowa, effective 7/1/21-6/30/22
10. Martin Simpson, Simpson Enterprises, LLP-CTR, Site Development Plan
Heddens noted an incorrect link in the staff memo; all other information is correct.
11. Renewal of Class B Beer Permit for Alluvial Brewing Co, 3715 W. 190th Street, Ames, Iowa, including outdoor service and Sunday sales, effective 1/3/21-2/28/22
12. Youth and Shelter Services (YSS) request to move additional funds (\$30,000.00) from Service Coordination to Transitional Living for FY21
13. Utility Permit: #21-5679

Roll call vote. (MCU)

4. Heart of Iowa Regional Transit Agency (HIRTA)'s Request to move additional funds (\$29,000.00) from County Transportation to City of Ames Rides. Brooke Ramsey, Business Development Manager, reported on FY21, usage, and process. Discussion took place. Murken moved, Faisal seconded the approval of HIRTA's Request to move additional funds (\$29,000.00) from County Transportation to the City of Ames Rides. Faisal asked if the funding is for Dial-A-Ride. Ramsey stated no. Roll call vote. (MCU)
5. FY22 Provider and Program Participation Agreement with HIRTA, effective 7/1/21-6/30/22: Transportation-County (not to exceed \$84,000.00) \$145.91/one-way trip; Transportation-City of Ames Trips (not to exceed \$27,000) \$17.46/ one-way trip; Transportation Van Pool pilot-carry over from FY21 funds (not to exceed \$12,630.00) \$1.25/ one-way trip; Transportation Van Pool-pilot/Local Option carry over funds from FY21 Local Option Funds (not to exceed 3,000.00) \$1.25/ one-way trip. Julia Castillo, Executive Director, reported on an additional \$27,000.00 and State funding for FY22 allocated to the City of Ames for non Dial-A-Ride trips, leaving a larger portion for County trips. Discussion took place. Faisal moved, Murken seconded the approval of FY22 Provider and Program Participation Agreement with HIRTA, effective 7/1/21-6/30/22. Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 294 - MINIMUM REQUIREMENTS FOR TANNING

FACILITIES: Margaret Jaynes, Environmental Health Director, reported background information. The Board of Health recommended prohibiting individuals under the age of 18. This ordinance prohibits individuals under the age of 16 and requires parental permission for 16- and 17-year-olds. Heddens opened the public hearing at 10:31 a.m., and, hearing none, she closed the public hearing at 10:31 a.m. Discussion took place. Murken moved, Faisal seconded the approval of First Consideration of Ordinance No. 294, Minimum Requirements for Tanning Facilities and Set Second Consideration for 6/8/21. Murken aye, Faisal aye, Heddens nay. Motion carries. Roll call vote. (MCU)

FOLLOWING THE MOST RECENT CENTERS FOR DISEASE CONTROL (CDC) GUIDELINES FOR SOCIAL DISTANCING: Joby Brogden, Facilities Management Director, reported on discussions from the COOP/COG Management Team (CCMT) meeting. Discussion took place. Faisal moved, Murken seconded the approval of changing meeting room and posting signage recommending CDC guidelines as presented. Roll call vote. (MCU)

REOPENING THE STORY COUNTY ANIMAL SHELTER BUILDING TO WALK-INS: Anna Henderson, Animal Control Director, presented her request for public hours, beginning on 6/2/21. Discussion took place. Murken moved, Faisal seconded the approval of Re-opening the Story County Animal Shelter Building for Walk-ins as presented. Roll call vote. (MCU)

FACILITIES MANAGEMENT QUARTERLY REPORT: Director Joby Brogden reported on work requests and on-going projects.

ENVIRONMENTAL HEALTH QUARTERLY REPORT: Director Margaret Jaynes reported on inspections, permits, ordinances, staffing, and on-going projects.

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

Faisal moved, Murken seconded to adjourn at 11:14 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
6/1/21

1. Originating From Administration Building, Story County Public Access Provided Via "Zoom" Meeting

SPECIAL NOTE TO THE PUBLIC: Due to recommendations to social distance in order to help slow the spread of the COVID-19 virus, the capacity of our meeting room is significantly limited. Therefore, public access to the meeting will be provided via Zoom.

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

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

Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

To join the meeting by telephone:

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS

for more information on how to participate in meetings of the Story County Board of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. ADOPTION OF AGENDA:
6. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
7. Recognition Of Margaret Jaynes For Her 27 Years Of Service

Department Submitting Human Resources
8. AGENCY REPORTS:
9. CONSIDERATION OF MINUTES:
 - I. 5/25/21 Minutes

Department Submitting Auditor
10. CONSIDERATION OF PERSONNEL ACTIONS:
 - I. Action Forms
 - 1)pay adjustment, effective 6/6/21, in a)Attorney's Office for Samantha Betz @

\$19.71/hr; Casandra Eames @ \$21.99/hr; b)Planning and Development for Marcus Amman @ \$26.17/hr; c)Sheriff's Office for Andrew Boeckman @ \$2,632.80/bw; Levi Hansen @ \$2,948.84/bw; Diane Hobart @ \$2,452.00/bw; d)Treasurer's Office for Ardis Baldwin @ \$36.80/bw lump sum

Department Submitting HR

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 Appointment To ASSET For An Unexpired Term Ending 3/31/2023 – Darryl Ozias

Department Submitting Board of Supervisors

Documents:

NOTICE OF APPOINTMENT OZIAS.PDF

II. Consideration Of FY22 Provider And Program Participation Agreement With ACCESS Effective 7/1/21-6/30/22

ACCESS-Battering Shelter(Not to Exceed 32,958)\$127/1 24 Hour Period of Food and Shelter; Domestic Abuse Crisis/Support(Not to Exceed \$25,200)\$102/1 Staff Hour; Battering-Court Watch(Not to Exceed \$2,411)\$102/1 Staff Hour; Sexual Abuse/Crisis Support(Not to Exceed \$6,405)\$103/1 Staff Hour; Education and Awareness(Not to Exceed \$1,667)\$101/1 Staff Hour

Department Submitting Board of Supervisors

Documents:

ACCESS FY22.PDF

III. Consideration Of FY22 Provider And Program Participation Agreement With Center For Creative Justice Effective 7/1/21-6/30/22

Center for Creative Justice-Probation Supervision(Not to Exceed \$34,888)\$72.06/1 Client Hour

Department Submitting Board of Supervisors

Documents:

CENTER FOR CREATIVE JUSTICE FY22.PDF

IV. Consideration Of HIRTA's Request To Move Additional Funds (\$29,000) From County Transportation To City Of Ames Rides

Department Submitting Board of Supervisors

Documents:

HIRTA REQUEST.PDF

HIRTA AMMENDMENT.PDF

- V. Consideration Of FY22 Provider And Program Participation Agreement With HIRTA Effective 7/1/21-6/30/22

HIRTA-Transportation County(Not to Exceed \$84,000)\$145.91/One Way Trip;
Transportation City of Ames Trips(Not to Exceed \$27,000)\$17.46/One Way Trip;
Transportation Van Pool pilot-Carry Over From FY21 Funds(Not to Exceed \$12,630)
\$1.25/One Way Trip; Transportation Van Pool-pilot/Local Option Carry Over Funds
From FY21 Local Option Funds(Not to Exceed 3,000)\$1.25/One Way Trip

Department Submitting Board of Supervisors

Documents:

HIRTA FY22.PDF

- VI. Consideration Of FY22 Provider And Program Participation Agreement With Raising Readers Effective 7/1/21-6/30/22

Raising Readers-Advocacy of Social Development(Not to Exceed \$4,487)\$132.5/1
Staff Hour; Family Dev/Education Thrive by five(Not to Exceed \$4,978)\$22.06/1 Client
Hour; Family Dev/Out of School Learning(Not to Exceed \$5,528)\$104.50/1 Partial Day
(3 Hours)

Department Submitting Board of Supervisors

Documents:

RAISING READERS FY22.PDF

- VII. Consideration Of FY22 Provider And Program Participation Agreement With The Salvation Army Effective 7/1/21-6/30/22

The Salvation Army- Disaster Services(Not to Exceed \$1,159)\$373.70/1 Staff Hour;
Food Pantry(Not to Exceed \$4,049)\$237.94/1 Client Contact; Food Pantry-Local
Option(Not to Exceed \$780)\$237.94/1 Client Contact

Department Submitting Board of Supervisors

Documents:

THE SALVATION ARMY FY22.PDF

- VIII. Consideration Of Central Iowa Community Services Statement Of Understanding In Reference Of The 28E Agreement Effective 7/1/21 - 6/30/22 For The Following: Karla Webb, Jennifer Kerns, Kathy Johnson, Tyler Lennon, Nikki Sprecher, And Staci Shugar

Department Submitting Community Services

Documents:

STATEMENT OF UNDERSTANDING FOR CICS.PDF

- IX. Consideration Of Renewal Of Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor For Ames Golf & Country Club, 5752 GWC Ave., Ames, Ia., Effective 7/1/21-6/30/22

Department Submitting Auditor

Documents:

AMES GCC.PDF

X. Consideration Of Martin Simpson, Simpson Enterprises, LLP-CTR, Site Development Plan

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
SITE PLANS.PDF
GRADING PERMIT APPLICATION.PDF

XI. Consideration Of Renewal Of Class B Beer Permit For Alluvial Brewing Co, 3715 W. 190th St., Ames, Ia, Including Outdoor Service And Sunday Sales, Effective 1/3/21-2/28/22

Department Submitting Auditor

XII. Consideration Of YSS Request To Move Additional Funds (\$30,000) From Service Coordination To Transitional Living For FY21

Department Submitting Board of Supervisors

Documents:

YSS AMENDMENT FY21.PDF

XIII. Consideration Of Utility Permit(S): #21-5679

Department Submitting Engineer

Documents:

UT 21 5679.PDF

12. PUBLIC HEARING ITEMS:

I. First Consideration Of Ordinance #294 - Minimum Requirements For Tanning Facilities - Margaret Cemashko Jaynes

Department Submitting Environmental Health

Documents:

ORDINANCE 294.PDF
CHAPTER 58 PROPOSED ORDINANCE.PDF
IDPH TANNING UPDATE.PDF

13. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Following The Most Recent CDC Guidelines For Social Distancing - Joby Brogden

Department Submitting Facilities Management

Documents:

CCMT RECOMMENDATIO SOCIAL DISTANCING.PDF

- II. Discussion And Consideration Of Reopening The Story County Animal Shelter Building For Walk Ins- Anna Henderson & Joby Brogden

Department Submitting Animal Control & Facilities Management

Documents:

ANIMAL SHELTER REOPENING.PDF

14. DEPARTMENTAL REPORTS:

- I. Facilities Management Quarterly Report - Submitted Report

Department Submitting Auditor

Documents:

FM RPT.PDF

- II. Environmental Health Quarterly Report - Submitted Report

Department Submitting Auditor

Documents:

EH RPT.PDF

15. OTHER REPORTS:

16. UPCOMING AGENDA ITEMS:

17. PUBLIC FORUM #2:

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

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

6/1/21

NAME

ADDRESS

Joby Brogden
Margaret Jaynes
Sauldya King
(Berk Steinbeck)

SCFM
EH
BOS
SCIT

NOTICE OF APPOINTMENT

PERSON APPOINTED: Darryl Ozias

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

ASSET

LENGTH OF TERM: 3 Years

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? Yes

IF SO, WHO'S TERM: Nancy Brooks

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 6/1/2021

DATE OF TERM EXPIRED: 3/31/2023

APPROVED **DENIED**
Board Member Initials: JKH
Meeting Date: 6-1-21
Follow-up action: _____

RECEIVED

MAY 21 2021

Story County
Provider and Program Participation Agreement

STORY COUNTY
BOARD OF SUPERVISORS

THIS AGREEMENT (the Agreement), entered into this First day of July, 2021 is by and between Story County and ACCESS (Provider).

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

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

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

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

SECTION 1

Definitions

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

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

SECTION 2

Duties of Provider

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: ACCESS - Theresa Cady

Print Name: Lisa K Hedders

Print Name: Theresa Cady

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6-1-21

Date: 5-19-21

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022**

Service Description	Unit of Service	Rate
Battering Shelter Not to Exceed \$32,958	1 24 hour Period of Food and Shelter	\$127.00
Domestic Abuse Crisis/Support Not to Exceed \$25,200	1 Staff Hour	\$102.00
Battering-Court Watch Not to Exceed \$2,411	1 Staff Hour	\$102.00
Sexual Abuse/Crisis Support Not to Exceed \$6,405	1 Staff Hour	\$103.00
Education and Awareness Not to Exceed \$1,667	1 Staff Hour	\$101.00

RECEIVED

MAY 19 2021

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2021 is by and between **Story County** and **Center for Creative Justice** (Provider).

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

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

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

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

SECTION 1
Definitions

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

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

SECTION 2
Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Center for Creative Justice
210 Lynn Ave.
Ames, IA 50014

Attention: Taylor Schram

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: Lisa K. Hadden

Print Name: Taylor Schram

Print Title: Story County Board of Supervisors

Print Title: Director

Date: 10-1-21

Date: 5-17-2021

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022

Service Description	Unit of Service	Rate
Probation Supervision Not to Exceed \$34,888	1 Client Hour	\$72.06



Heart of Iowa Regional Transit Agency HIRTA Public Transit

Boone, Dallas, Jasper, Madison, Marion, Story, and
Warren Counties

5/19/2021

Story County Board of Supervisors:

We would like to request the following adjustments for our FY21 County funding. Due to COVID-19 we had lower ridership within the county.

- 1) Request approval to use \$29,000 for trips provided within the City of Ames
- 2) Request approval to carry over FY2020 funds previously approved for Vanpool, to be used for FY2022.
- 3) Request approval to use \$27,000 (25%) of County funding for rides provided within the City of Ames, since Ames is a city within the County.

Thank you for your consideration and continued support of HIRTA.

Julia Castillo

Julia Castillo
Executive Director

APPROVED **DENIED**
Board Member Initials: AKH
Meeting Date: 6-1-21
Follow-up action: _____

- Starting in FY2022, HIRTA staff will require all eligible funding sources per individual City of Ames rider, be exhausted before riding under HIRTA's general public funding.
- We will temporarily (5-days) allow wheelchair users to ride under DAR funding while their application is submitted and processed.
- HIRTA's funding for Ames to Ames trips covers approximately 200 rides per month. Our request to the Story Board of Supervisors is to approve allocating \$27,000 in funds which would allow HIRTA to provide an additional 125 rides per month to Ames residents, and \$27,000 in HIRTA State funding would allow another 125 rides, for a total of 450 per month. To ensure equitable access, all of these rides would be under the following guidelines:
 - 1) Limit trip purpose to medical and grocery shopping.
 - 2) Other urgent needs will be reviewed on a case by case basis, and may receive exceptions.
 - 3) Limit number of trips per person, per month to 16
 - 4) Establish Grocery Shuttles, on specific times to specific locations, which will include HyVee, Fareway and Walmart. This will group people together to be more cost effective.
 - 5) Focus more attention on the needs of those within Story County, outside of the City of Ames. With the other changes above, we can devote more drivers to provide services in the rural areas.
 - 6) HIRTA and CyRide will continue to work together to provide transit services in the City of Ames to meet the needs of the residents. Danny Schnathorst, HIRTA's Mobility and Outreach Coordinator is currently going through the training process to be a certified Travel Trainer, so we can better teach people how to use transit, including how to use Cyride.

- Van Pool

1. HIRTA applied 2 years ago for Van Pool funds through the New/Extended ASSET process, however we were told we didn't have enough information to verify there was a need, or the number of people would we serve. We have not replied since our information is the same from employers.
2. The pandemic slowed our progress on getting this program operational. However, will be focusing on getting this program in up and running in FY22 to assist in getting people to work. Working more closely with Enterprise, employers and workforce solutions. We know this is an affordable option, and an opportunity for businesses to recruit people to work within Story County to fill job openings.
3. Our contract with Enterprise is still in effect, however, they had turnover, so we are now working with a new rep. We met with her in March and she developed a Targeted plan in reaching out to businesses. We followed-up, and are waiting on a status update, which we hope to have this week. There will be more information forthcoming.
4. In 2020, HIRTA held a virtual lunch and learn for Employers in Story County, to discuss Vanpools, so we know the desire to offer Vanpools is there. Unfortunately, the pandemic hit, and we had to pivot, and this program did not get the attention it needed. We want to change that in FY22.

RECEIVED

MAY 25 2021

Story County
Provider and Program Participation Agreement Amendment No. 2 STORY COUNTY
BOARD OF SUPERVISORS

1. This amendment is entered into this 1st day of June by and between Story County and HIRTA (Provider), original parties to the agreement dated July 1, 2020.
2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

HIRTA ATTACHMENT A Amendment Effective 6/1/21
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021

Service Description	Unit of Service	Rate
Transportation County Not to Exceed \$16,868	One Way Trip	\$28.86
Transportation County – Local Option Not to Exceed \$2,988	One Way Trip	\$28.86
Transportation City of Ames trips Not to Exceed \$94,000	One Way Trip	\$17.27
Transportation Van Pool – pilot (City and County) Carry Over From FY20 Funds Not to Exceed \$12,630	One Way Trip	\$1.25
Transportation Van Pool – pilot (County – local option only) Carry Over From FY20 Funds Not to Exceed \$3,000	One Way Trip	\$1.25

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

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

Story County:

HIRTA:

By: [Signature]
 Print Name: Lisa Keddens
 Print Title: Story County Board of Supervisors
 Date: 6-1-21

By: [Signature]
 Print Name: Phil Clifton
 Print Title: BOARD CHAIR
 Date: 5 24 2021

RECEIVED

MAY 25 2021

**Story County
Provider and Program Participation Agreement**

STORY COUNTY
BOARD OF SUPERVISORS

THIS AGREEMENT (the Agreement), entered into this First day of July, 2021 is by and between **Story County** and **HIRTA** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: Lisa K Hedden

Print Name: Phil Clifton

Print Title: Story County Board of Supervisors

Print Title: BOARD CHAIR

Date: 6-1-21

Date: 5-24-21

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022**

Service Description	Unit of Service	Rate
Transportation County Not to Exceed \$84,000	One Way Trip	\$145.91
Transportation City of Ames trips Not to Exceed \$27,000	One Way Trip	\$17.46
Transportation County Van Pool – pilot Carry Over From FY21 Funds Not to Exceed \$12,630	One Way Trip	\$1.25
Transportation County Van Pool – pilot – Local Option Carry Over From FY21 Local Option Funds Not to Exceed \$3,000	One Way Trip	\$1.25

RECEIVED

MAY 24 2021

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2021 is by and between **Story County** and **Raising Readers** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

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

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

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

SECTION 3
Claims Submission and Payment

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

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

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

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

SECTION 4
Relationship Between the Parties

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

SECTION 5
Hold Harmless, Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Attention: _____

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

COUNTY:

PROVIDER: Raising Readers in
Story County

By: 

By: Lisa Reeves

Print Name: Lisa K Hedden

Print Name: Lisa Reeves

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6-1-21

Date: 5/20/2021

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022

Service Description	Unit of Service	Rate
Advocacy of Social Development Not to Exceed \$4,487	1 Staff Hour	\$132.50
Family Dev/Education Thrive by five Not to Exceed \$4,978	1 Client Hour	\$22.06
Family Dev/Out of School Learning Not to Exceed \$5,528	1 Partial Day (3 Hours)	\$104.50

RECEIVED

MAY 19 2021

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2021 is by and between **Story County** and **The Salvation Army** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

The Salvation Army
PO Box 1681 or 703 E. Lincoln Way
Ames, IA 50010

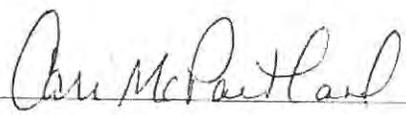
Attention: Cari McPartland

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: Lisa K Hedden

Print Name: Cari McPartland

Print Title: Story County Board of Supervisors

Print Title: Site Administrator

Date: 6-7-21

Date: 5/17/2021

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022**

Service Description	Unit of Service	Rate
Disaster Services Not to Exceed \$1,159	1 Staff Hour	373.70
Food Pantry Not to Exceed \$4,049	1 Client Contact	\$237.94
Food Pantry Local Option Not to Exceed \$780.00	1 Client Contact	\$237.94



CICS

Supporting Individuals. Strengthening Communities.

STATEMENT OF UNDERSTANDING

FY 2022

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

The initial Regional Administrator Team shall consist of the County Central Point of Coordinator (CPC) from each member county and will be called Community Services Director from this point forward (hereinafter referred to as CSDs). The CSDs which make up the Regional Administrator Team shall remain employees of their respective counties. There will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region. The Regional Administrator Team will present a recommendation for the Chair/CEO to the Governing Board. The Chief Executive Officer (CEO) shall be appointed by the Governing Board. The initial CEO shall be the CPC Administrator from one of the member counties. The CEO shall remain an employee of his or her respective county and shall report to the Region's Governing Board as outlined in the statement of understanding between the Governing Board and his or her member county Board of Supervisors. The CEO is the single point of accountability in the Region. The CEO shall assign the administrative responsibilities to the Regional Administrator Team to assure that each of the required functions are performed.

This document serves as the Statement of Understanding between _____ Story _____ County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Jennifer Kerns	Administrative Support	100%

Begin Date July 1, 2021

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by _____ Story _____ County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.


Signature _____

Signature _____

Lisa K Hebbkens
Printed Name _____

Printed Name _____

Chair, Story County Board of Supervisors

Chair, Central Iowa Community Services

6-1-21
Date _____

Date _____



CICS

Supporting Individuals. Strengthening Communities.

STATEMENT OF UNDERSTANDING

FY 2022

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

The initial Regional Administrator Team shall consist of the County Central Point of Coordinator (CPC) from each member county and will be called Community Services Director from this point forward (hereinafter referred to as CSDs). The CSDs which make up the Regional Administrator Team shall remain employees of their respective counties. There will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region. The Regional Administrator Team will present a recommendation for the Chair/CEO to the Governing Board. The Chief Executive Officer (CEO) shall be appointed by the Governing Board. The initial CEO shall be the CPC Administrator from one of the member counties. The CEO shall remain an employee of his or her respective county and shall report to the Region's Governing Board as outlined in the statement of understanding between the Governing Board and his or her member county Board of Supervisors. The CEO is the single point of accountability in the Region. The CEO shall assign the administrative responsibilities to the Regional Administrator Team to assure that each of the required functions are performed.

This document serves as the Statement of Understanding between _____ Story _____ County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Karla Webb	Operations Officer	95%

Begin Date July 1, 2021

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by _____ Story _____ County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.


Signature

Lisa K Hedders
Printed Name

Signature

Printed Name

Chair, Story County Board of Supervisors

Chair, Central Iowa Community Services

6-1-21
Date

Date



CICS

Supporting Individuals. Strengthening Communities.

STATEMENT OF UNDERSTANDING

FY 2022

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

The initial Regional Administrator Team shall consist of the County Central Point of Coordinator (CPC) from each member county and will be called Community Services Director from this point forward (hereinafter referred to as CSDs). The CSDs which make up the Regional Administrator Team shall remain employees of their respective counties. There will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region. The Regional Administrator Team will present a recommendation for the Chair/CEO to the Governing Board. The Chief Executive Officer (CEO) shall be appointed by the Governing Board. The initial CEO shall be the CPC Administrator from one of the member counties. The CEO shall remain an employee of his or her respective county and shall report to the Region's Governing Board as outlined in the statement of understanding between the Governing Board and his or her member county Board of Supervisors. The CEO is the single point of accountability in the Region. The CEO shall assign the administrative responsibilities to the Regional Administrator Team to assure that each of the required functions are performed.

This document serves as the Statement of Understanding between _____ Story _____ County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Kathy Johnson	Service Coordinator	100%

Begin Date July 1, 2021 _____

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by _____ Story _____ County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.


Signature _____

Lisa K Heddens
Printed Name _____

Signature _____

Printed Name _____

Chair, Story _____ County Board of Supervisors

Chair, Central Iowa Community Services

6-1-21
Date _____

Date _____



CICS

Supporting Individuals. Strengthening Communities.

STATEMENT OF UNDERSTANDING

FY 2022

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

The initial Regional Administrator Team shall consist of the County Central Point of Coordinator (CPC) from each member county and will be called Community Services Director from this point forward (hereinafter referred to as CSDs). The CSDs which make up the Regional Administrator Team shall remain employees of their respective counties. There will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region. The Regional Administrator Team will present a recommendation for the Chair/CEO to the Governing Board. The Chief Executive Officer (CEO) shall be appointed by the Governing Board. The initial CEO shall be the CPC Administrator from one of the member counties. The CEO shall remain an employee of his or her respective county and shall report to the Region's Governing Board as outlined in the statement of understanding between the Governing Board and his or her member county Board of Supervisors. The CEO is the single point of accountability in the Region. The CEO shall assign the administrative responsibilities to the Regional Administrator Team to assure that each of the required functions are performed.

This document serves as the Statement of Understanding between _____ Story _____ County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Nikki Sprecher	Service Coordinator	75%

Begin Date July 1, 2021 _____

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by _____ Story _____ County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.

Signature [Handwritten Signature]

Signature _____

Printed Name Lisa R Heddens

Printed Name _____

Chair, Story County Board of Supervisors

Chair, Central Iowa Community Services

Date 6-1-21

Date _____



CICS

Supporting Individuals. Strengthening Communities.

STATEMENT OF UNDERSTANDING

FY 2022

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

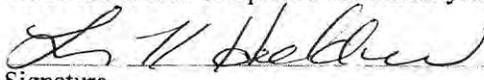
The initial Regional Administrator Team shall consist of the County Central Point of Coordinator (CPC) from each member county and will be called Community Services Director from this point forward (hereinafter referred to as CSDs). The CSDs which make up the Regional Administrator Team shall remain employees of their respective counties. There will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region. The Regional Administrator Team will present a recommendation for the Chair/CEO to the Governing Board. The Chief Executive Officer (CEO) shall be appointed by the Governing Board. The initial CEO shall be the CPC Administrator from one of the member counties. The CEO shall remain an employee of his or her respective county and shall report to the Region's Governing Board as outlined in the statement of understanding between the Governing Board and his or her member county Board of Supervisors. The CEO is the single point of accountability in the Region. The CEO shall assign the administrative responsibilities to the Regional Administrator Team to assure that each of the required functions are performed.

This document serves as the Statement of Understanding between _____ Story _____ County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Staci Shugar	Service Coordinator	100%

Begin Date July 1, 2021

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by _____ Story _____ County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.


Signature

Signature

Lisa K Heddens
Printed Name

Printed Name

Chair, Story _____ County Board of Supervisors

Chair, Central Iowa Community Services

Date 6-1-21

Date



CICS

Supporting Individuals. Strengthening Communities.

STATEMENT OF UNDERSTANDING

FY 2022

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

The initial Regional Administrator Team shall consist of the County Central Point of Coordinator (CPC) from each member county and will be called Community Services Director from this point forward (hereinafter referred to as CSDs). The CSDs which make up the Regional Administrator Team shall remain employees of their respective counties. There will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region. The Regional Administrator Team will present a recommendation for the Chair/CEO to the Governing Board. The Chief Executive Officer (CEO) shall be appointed by the Governing Board. The initial CEO shall be the CPC Administrator from one of the member counties. The CEO shall remain an employee of his or her respective county and shall report to the Region's Governing Board as outlined in the statement of understanding between the Governing Board and his or her member county Board of Supervisors. The CEO is the single point of accountability in the Region. The CEO shall assign the administrative responsibilities to the Regional Administrator Team to assure that each of the required functions are performed.

This document serves as the Statement of Understanding between _____ Story _____ County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Tyler Lennon	Service Coordinator	75%

Begin Date July 1, 2021

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by _____ Story _____ County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.


Signature

Lisa K Healdens
Printed Name

Signature

Printed Name

Chair, Story County Board of Supervisors

Chair, Central Iowa Community Services

6-1-21
Date

Date

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 21 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Ames Golf and Country Club
Physical Location Address 5752 George Washington Carver Ave City Ames ZIP 50010
Mailing Address 5752 George Washington Carver Ave City Ames State IA ZIP 50010
Business Phone Number 515-232-8334

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Ames Golf and Country Club
Mailing Address 5752 George Washington Carver Ave City Ames State IA ZIP 50010
Phone Number 515-232-8334 Fax Number _____ Email office@amesgolfclub.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other Social and Golf Club

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Joe Hill Name (please print) _____
Signature [Signature] Signature _____
Date 5-11-2021 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

• Email: lapledge@iowaabd.com
• Fax: 515-281-7375

APPROVED DENIED
Board Member Initials: [Signature]
Meeting Date: 6-1-21
Follow-up action: _____



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

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiaowa.gov

APPROVED

DENIED

Board Member Initials: AKH

Meeting Date: 6-1-21

Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Andrea Wagner, Planner
RE: Site Development Plan for proposed paved parking area at 57006 241st Street, Ames
(Parcel #10-18-200-230)
DATE: June 1, 2021

Martin Simpson of Simpson Enterprises LLP-CTR, the owner of the above parcel, is proposing a new paved parking area to be located at 57006 241st Street, Ames. Mr. Simpson has submitted a parking diagram and site plan as part of a grading permit application. The newly paved area will amount to 8,864 square feet and provide 24 additional parking spaces for employees. Per the 2010 Americans with Disabilities Act, Mr. Simpson will be including one additional accessible parking space, bringing the total number of accessible spaces at this facility to three, including one van accessible space. With the newly paved area, there will be a total of 56 paved parking spaces on site.

The property is zoned Commercial/Light Industrial and Designated as Highway-Oriented Commercial in the Ames Urban Fringe Plan.

General Site Planning Standards

The submitted plans were reviewed for conformance with the following sections in Chapter 88 of the Story County Land Development Regulations:

- **88.04 Access Requirements:** The property has an existing access easement, 50-feet in width, from a private frontage road off of US Highway 30. Due to the property's location in the US Highway 30 preservation corridor, the Department of Transportation was contacted by Planning and Development staff. The Department of Transportation had no concerns about this development.
- **88.05 Environmental and Natural Resource Standards:** The applicant will not be disturbing over an acre of area. A stormwater management plan is not required. The applicant has agreed to meet our erosion control requirements and confirmed that a concrete washout will be located offsite.
- **88.08 Parking and Circulation Standards:** The addition of the 8,864 square feet of paving will add on to an existing paved parking area at the north of the existing building, extending the paved parking down the east and west sides. It will also include an area of pavement not connected to existing paving, but in front of a separate entrance on the eastern side of the building. All new paved parking areas include a walkway in front of the parking spaces, connecting to building entrances, and consist of just one row of parking. With the inclusion of



the additional accessible parking space, Planning and Development Staff find that this meets our parking standards in 88.08.

- **88.09 Site Lighting:** No new site lighting is proposed.
- **88.11: Minimum Landscaping Standards:** The owner will be planting approximately 9,000 square feet of native grasses to the northwest of the paved parking areas, which exceeds our minimum landscaping standards in 88.11, as the amount to be planted is greater than 20% of the impervious surface being developed. Per an additional requirement in 88.11 that parking lots of more than 10 spaces shall plant one tree for every five parking spaces, the applicant has also agreed to plant four additional trees on the site. The trees will be located on the western perimeter of a paved and unpaved parking area, to the west of the existing building. The native plantings and trees will be on an adjoining parcel under the same ownership (Parcel #10-18-200-235). Staff has concluded that the locations meet the intent of the standards to maximize stormwater runoff and provide shading of impervious area.

As the site plan meets all requirements in the Story County Land Development Regulations, Planning and Development staff recommend the Board approve the site plan. With the approval, staff will issue the grading permit.





Figure 1: Aerial View of Property at 57006 241st Street

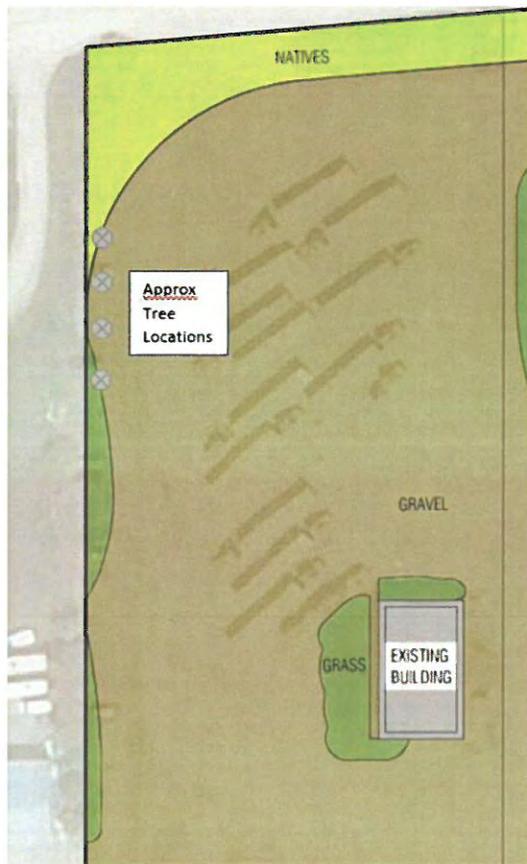


Figure 2: Native Plantings and Trees on Adjoining Parcel

TSI JOB NUMBER	JOB QTY
999	1

REVISIONS				
DATE	REV.	DESCRIPTION	DATE	APPROVE
	AS	ORIGINAL DESIGN		

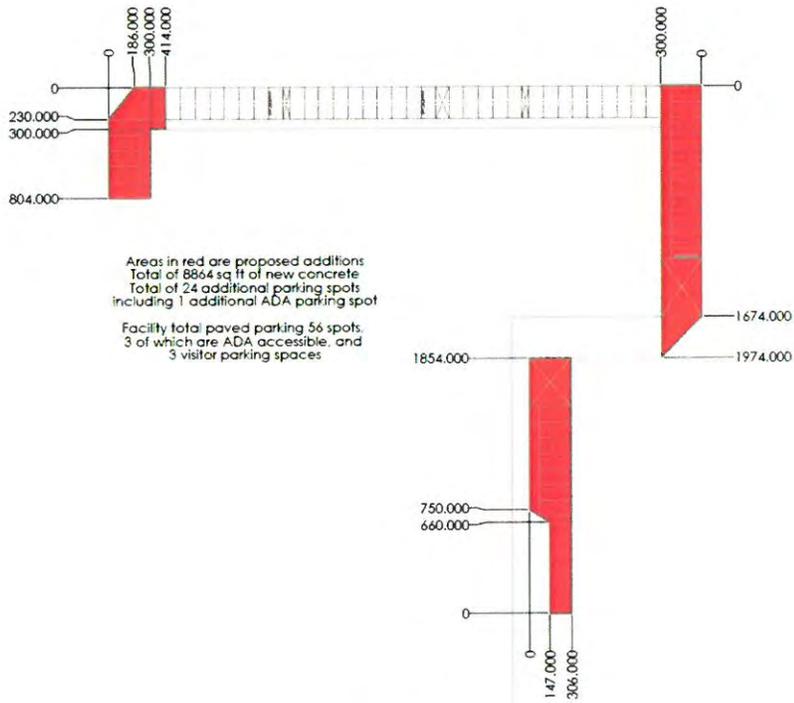


Figure 3: Parking Diagram

quick search:

File #

Address



- Home
- My Activities
- Create
- Search
- Reports
- Support Center
- Administration
- Logout

Permit Project



File #: 21-000158 ...
 57006 241ST ST AMES IA 50010
 Paving area for additional employee parking

- Permits
- Reviews
- Inspections
- Activities
- Documents
- Contacts
- History

Edit Permit: G21-000004



EDIT
File

ADD

- Activity
- Address
- Alert
- Contact
- Document
- Email
- Inspection
- Issue
- Note
- Payment
- Form
- Team

Permit #: G21-000004
 Permit Type: Grading Permit
 Sub Type: Grading Permit
 Work Description: Paving area for additional employee parking

Applicant: Technical Services, Inc - Martin
 Status: Online Application Received
 Application Date: 05/03/2021
 Total Amount: \$ 30.00
 Approval Date:
 Amount Paid: \$ 30.00
 Issue Date:
 Balance Due: \$ 0.00
 Expiration Date:
 Valuation: 0.00
 Close Date:
 Non-Billable:
 Last Inspection:

REPORTS

- Custom
- Detail
- Summary

*This permit reviews grading work in compliance with Story Countys Erosion and Sediment Control Requirements and does not approve grading or pond designs.

I understand I must contact the County Engineers office for an access permit for a new drive or paving or widening an existing drive (515-382-7355 or engineerweb@storycountyia.gov) (Check box below to agree)

I understand:

Please provide the following information on your project

Have you applied for a zoning permit? No

If development is proposed in the floodplain, a floodplain permit is required. Have you applied for a Floodplain permit? No

Purpose of Activity: Replace existing gravel

Total Area to be Graded (sq ft): 8864

Area to be filled (sq ft): 8864

Area to be excavated (sq ft): 8864

Existing Elevation (ft): 850

Proposed Elevation (ft): 850

Total Area of Impervious Surfaces to be Created (sq ft): 0

Required Attachments

Site Plan following the requirements of Section 88.05(4): Select File
 Site Plan.pdf

Narrative Addressing Requirements of Section Select File

88.05(4):

Site Plan.pdf 

Additional Documents:

Select File

Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection. *Acknowledgement of property owner is required and may occur via email

Signature:

signature.png



---INTERNAL ONLY---

 Permit Fees  

Quantity	Fee	Description	Amount	Total
	Permit Fee			30.00
		Plan Check Fees:		30.00
		Other Fees:		0.00
		Total Fees:		30.00

 Payments  

Date	Type	Reference	Note	Receipt #	Received From	Amount
05/05/2021	Credit	151204532	Heartland	144	Technical Services, Inc - Ma	30.00 
					Amount Paid:	30.00
					Balance Due:	0.00

License or Permit Type

License or Permit Type

Length of License Requested

Class B Beer Permit

12 Month

✓ ~~Tentative Effective Date~~
License or Permit Type
2022-03-01

Tentative Expiration Date
2023-02-28

✓ Privileges / Sub-Permits

✓ Premises

Privileges / Sub-Permits Information

✓ Ownership

✓ ~~Privileges~~
Criminal History / Violations

✓ ~~Outdoor Service~~
Dramshop Verification

Sunday Sales

✓ ~~Sub-Permits~~
Document Upload

✓ ~~Please provide a description of the area you intend to use for the Outdoor Service Privilege and explain its relationship to the currently-licensed premises~~
Local Authority

~~Review~~ We will use the outdoor service to be able to serve our patio as we have since we opened. It is connected to our building to the East.

APPROVED **DENIED**

Board Member Initials: AKH

Meeting Date: 6-1-21

Follow-up action: _____

Premises Information

**Story County
Provider and Program Participation Agreement Amendment No. 3**

1. This amendment is entered into this 15th day of June by and between Story County and YSS (Provider), original parties to the agreement dated 6/1/21.
2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

**YSS ATTACHMENT A Amendment Effective 6/1/21
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021**

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

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

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

Story County:

YSS:

By: 

By: 

Print Name: Lisa Heddens

Print Name: Andrew Allen

Print Title: Chair, Story County Board of Supervisors

Print Title: President & CEO

Date: 6-1-21

Date: 5-25-21

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021**

Service Description	Unit of Service	Rate
Child Safety Not to Exceed \$2,426	1 Staff Hour	\$71.26
Kids Club <u>Not to Exceed \$66,087</u> Kids Club Carry Over FY20 Funds Not to Exceed \$16,629.81	1 Partial Day (3 hours)	\$22.98
Mentoring Not to Exceed \$37,261	1 Client Contact/Day	\$55.77
The Nest Program Not to Exceed \$358	1 Client Contact	\$150.76
Transitional Living Not to Exceed \$38,173	1 Client Contact	\$25.22
Youth Dev/Soc. Adj. <u>Not to Exceed \$30,657</u> Youth Dev/Soc. Adj. Carry Over FY 20 Funds <u>Not to Exceed \$9,597.98</u>	1 Client Contact/Day	\$54.75
Employment Assistance Not to Exceed \$6,212	1 Staff Hour	\$48.53
Family Dev./Edu FaDSS Not to Exceed \$2,873	1 Client Hour	\$42.72
Pub Educ./Awareness Combined <u>Not to Exceed \$101,271</u> Carry Over FY20 Funds Not to Exceed \$23,643.67	1 Staff Hour	\$69.42
Summer Enrichment Not to Exceed \$18,364	1 Partial Day (3 hours)	\$8.27
Emergency Shelter -Rosedale Not to Exceed \$89,250	1 24 Hour Period of Food and Shelter	\$505.34
Substance Abuse Co-Occurring (Out. Pt.) <u>Not to Exceed \$45,000</u> Substance Abuse Co-Occurring (Out. Pt.) Carry Over FY20 Funds Not to Exceed \$10,467	1 Client Hour	\$199.95
Primary Treatment Out Pt. Carry Over FY20 Funds Not to Exceed \$54,822.75	1 Client Hour	\$190.19
Kids Club Local Option Not to Exceed \$3,850	1 Partial Day (3 hours)	\$22.98

<p>Child Safety Local Option <u>Not to Exceed \$2,200</u> Carry Over FY20 Funds Not to Exceed \$2,200</p>	<p>1 Staff Hour</p>	<p>\$71.26</p>
<p>Summer Enrichment Local Option <u>Not to Exceed \$800</u> Local Option Carry Over FY20 Funds Not to Exceed \$192.40</p>	<p>1 Partial Day (3 hours)</p>	<p>\$8.27</p>
<p>The Nest Program Local Option <u>Not to Exceed \$100</u> The Nest Program Local Option Carry Over FY20 Funds Not to Exceed \$100</p>	<p>1 Client Contact</p>	<p>\$150.76</p>
<p>Service Coordination Not to Exceed \$15,025</p>	<p>1 Client Hour</p>	<p>\$30.37</p>

1-09

Permit Number 21-5679

STORY COUNTY UTILITY PERMIT

Date 5/26/21

To the Board of Supervisors, Story County, Iowa:

The Xenia Rural Water District Company, incorporated under the laws of Iowa, with its principal place of business at 23598 141st St. Benton, IA 50038, 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 6" Xenia water main on secondary route 170th St., from 93' W of E ROW of 500th to 640 ft. East, a distance of 0.12 miles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date 5-24-21

Xenia Rural Water District
Name of Company (Applicant - Permittee)

Coy De 515-676-2117
by Phone no.

Recommended for Approval:

Date 5-26-21

Dawn Moore 515-382-7355
County Engineer Phone no.

Approved:

Date 6-1-21

Shirley K. Holden
Chair, Board of Supervisors
Story County, Iowa

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



STORY COUNTY

Facilities Management

JOBY BROGDEN

Director
515.382.7401

JON EICKHOLT

Assistant
515.382.7402

Story County Administration
900 6th St.

Nevada, Iowa 50201
515.382.7404 FAX

DATE: May 27, 2021
TO: Board of Supervisors
FROM: Joby J. Brogden JB
RE: CDC Guidelines for Social Distancing

The Story County CCMT is requesting of the Board of Supervisors to follow the most current guidelines for social distancing recommendations within Story County owned buildings that are open to the public. This will include posting signage, stating due to room size, some areas may not have capacity to offer social distancing to those who choose to social distance.

Additional recommendation would be to continue to have the option to attend meetings via Zoom but allow for in-person attendance as well. With this there would be the recommendation to change the wording of the Special Note to The Public on Board Meeting Agendas, to reflect any changes. Additionally recommend the removal of statement #4 "STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1"

The Story County web page would need to be updated to reflect any changes made by the Story County Board of supervisors.

APPROVED

DENIED

Board Member Initials: JEH

Meeting Date: 6-1-21

Follow-up action: _____



Story County Animal Control and Shelter
975 W. Lincoln Highway, Nevada, Iowa 50201
Ph. 515-382-3338
www.storycountyiaowa.gov

MEMORANDUIM

DATE: May 27th, 2021
TO: Story County Board of Supervisors
FROM: Anna Henderson, Story County Animal Control Director
RE: Story County Animal Shelter Reopening to Public Hours

Dear Board of Supervisors,

I would like to request the main office door of the Story County Animal Shelter to remain unlocked during open hours for walk-ins. Facilities Management has assisted with signage for the floors to ensure social distancing is encouraged and a plexiglass barrier on our front desk. To mitigate a possible influx of visitors I would like to cut back on our open hours from pre-pandemic and be open to walk-ins from 12-4 on Monday and 11-4 Tuesday through Friday. Another area of concern for staff and the public is how to have limited interactions but still continue with successful adoptions. This is why I would like to continue with adoption by appointment. Listed are the benefits of adoption by appointment:

- We have two meet and greet rooms. Scheduling meet and greet appointments allows us provide one-on-one service to customers and ensures everyone has space to meet the animals in a relaxed setting.
- Staff isn't bouncing between multiple adoptions and they get your full attention for their appointment time
- Customized service – Staff reviews the application and helps them view animals that meet what they're looking for.
- This will allow for better planning when short staffed by not scheduling appointments if staff isn't available.
- Submitting applications online or beforehand in person allows us to preapprove applicants so we can relay any special needs before they meet the animal.
- Streamline the process. Once they select an animal, they are usually able to take them home immediately.

Visitors without appointments will still be able to view animals while they remain in the enclosures and read about the animal from detailed kennel cards. They may also submit applications while at the shelter and if they have additional questions staff will be able to visit with them in a more controlled and socially distanced setting. We can still allow some walk-in appointments if there is a genuine interest and if schedule allows.

Most importantly the pandemic has proven that the public is a strong contributor to disease spread in the shelter among animals. During our closure over the past year we have had very limited to almost zero upper respiratory outbreaks and ringworm outbreaks among the animals, which can be very detrimental to animal health, costly, and increases their length of stay in the shelter.

Recommendation is for the Story County Animal Shelter to unlock their doors for limited open hours to walk-ins on June 2nd, 2021 and continue to keep our adoptions by appointment only.

Thank you for your consideration.

APPROVED **DENIED**

Board Member Initials: AKH

Meeting Date: 6-1-21

Follow-up action: _____

Michelle L. Bellile

From: Terri C. Loneman
Sent: Thursday, May 27, 2021 8:51 AM
To: Michelle L. Bellile
Cc: Joby J. Brogden
Subject: quarterly report

March 25, 2021-May 26, 2021			Q2 2020	
Completed	Work Orders	On-Call	Work Orders	On-Call
Admin	139	1	204	1
Group Homes	94	1	44	1
MacFarland	8	0	16	5
HSC	100	2	103	6
Jail	160	9	120	18
JC	143	6	95	9
Animal Control	23	0	53	1
Engineer	25	0	11	2
West Ames Shed	1	0	0	0
Total	693	19	646	43

Snow days: 0

Full flush and fill of geothermal well field at JC has been completed

Back to full staff-hired Rachel Crutchfield for Custodian/Maintenance

Assistant and Matt Stark for Maintenance
Technician

Have switched equipment from snow removal to lawn care

Terri C. Loneman

Report to the Board of Supervisors &
the Board of Health
June 1, 2021

Margaret Jaynes, Environmental
Health Department Director



Well Activity FY 2021

Well permits	15
Water	8
Geothermal	7
Water samples	97
Plugged wells	12
Reconstructed wells	3

Grants to counties award: \$30,300
Remaining: \$15,000



28E agreement for well permitting

- The 28E agreement between the BOS and the Iowa DNR for delegating the well permitting authority to EH had expired in 2008
- I had requested a renewed 28E agreement numerous times
- To force this issue, EH refused to be the permitting authority until there is a new 28E agreement signed by the BOS and DNR
- DNR issued two well permits during that time. EH will do the water quality testing for the new well
- The BOS signed the 28E agreement on May 25, 2021 making EH the permitting authority, expiring in 2026. DNR is in the process of signing

Septics for calendar year 2021

Active System Breakdown

	Gravel	1224	Sand Filter	141
Chamber	512		AdvanTex	42
Pressurized	171		Multi-Flo	6
Fiber Wrapped	29		Jet Aeration	2
Mound	328		Advanced	0
Peat Filter	32		Unknown	593

Permit Breakdown

	Permitted	SR	US
Active	2972	0	199
Eliminated	190	0	49
Eliminated/Municipal	0	0	0
Failed	52	0	17
Failed TOT	12	0	26
Permitted	86	0	0
Unknown	17	0	1
Upgraded	0	0	0
Withdrawn	66	5	1
Sub Total	3429	5	299
		Total	3733

Count

	Total	Q1	Q2	Q3	Q4
Septic Inspections	26	17	9	0	0
New Septic Apps Received	37	14	23	0	0
New Septic Permits Completed	41	9	32	0	0
Repair Septic Permits	0	0	0	0	0
	2020	2019	2018	2017	2016
Total New Septic	80	83	92	92	74

Calendar Year: 2021

Update on Pumping Ordinance

- Effective January 1, 2021. Lots of pumping going on. Eleven applications for new septic systems came in as a direct result of the pumping ordinance.
- There were several bills introduced to the Iowa House and Senate, denying counties the ability to impose fees or penalties for non-compliance. NONE PASSED.
- Septic pumping ordinance has kept the pumpers extremely busy for the first half of the year, and according to Draintech, things are finally tapering off a bit.
- A big thank you to the pumpers that service Story County.

Pool and Tattoo inspections

- Tattoo inspections finished for the year for the seven facilities. Inspections are conducted annually unless we get a complaint.
- Outdoor pool inspections are under way.

Water monitoring/Assessment Groups

- Reviewed proposals and interviewed consultants for conducting a watershed assessment of the headwaters of the Skunk River Watershed for \$100,000.
- Met with the county working group for water quality to update and prioritize task assignments.

MISCELLANY

- EH hired Taylor Jorgensen as the Environmental Health Specialist.
- Had a send off retirement party for Cathy Bazylnski.
- Renewed the pumper contract and will continue to include Marshall County for another year.
- Matt is on the county website review committee.
- ACS, Matt Cory and County IT finished the second stage on department software data management support.
- I contacted IDPH regarding the current Grants to Counties contract to change out personnel.
- Finished my involvement with the Headwaters of Skunk consulting firm selection.

Ongoing projects:

- Boone County septic discharge possibly reaching Story County waters.
- Ames East Lincolnway annexation (sewer line extension).
- Demolition permits.
- Story City annexation (sewer line extension).
- Pumping ordinance implementation.
- Binding agreements for time of transfer septic upgrades.
- Hickory Grove Lake wastewater treatment upgrades.
- Water quality.
- Case file on a trucking firm located on Ada Hayden Lake.
- Tanning ordinance.



This Photo by Unknown Author is licensed under [CC BY-SA](https://creativecommons.org/licenses/by-sa/4.0/)