

The Board of Supervisors met on 10/5/21 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. (all audio of meetings available at storycountyia.gov).
SPECIAL NOTE TO THE PUBLIC: this meeting is also being offered via Zoom.

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

PROCLAMATION RECOGNIZING AND COMMEMORATING THE 76TH ANNIVERSARY OF NATIONAL DISABILITY AWARENESS MONTH: The Board read the proclamation in full. Murken moved, Faisal seconded the approval of the Proclamation Recognizing and Commemorating the 76th Anniversary of National Disability Awareness Month. Roll call vote. (MCU)

PROCLAMATION RECOGNIZING 10/11/21, AS INDIGENOUS PEOPLES DAY IN STORY COUNTY: The Board read the proclamation. Faisal moved, Murken seconded the approval of the Proclamation Recognizing 10/11/21, as Indigenous Peoples Day in Story County. Roll call vote. (MCU)

MINUTES: 9/21/21 and 9/28/21 Minutes – Murken moved, Faisal seconded the approval of 9/21/21 Minutes as listed. Murken added edits to the 9/28/21 minutes for clarity. Faisal moved, Murken seconded the approval of 9/28/21 Minutes with noted changes. Roll call vote, both motions together. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 10/18/21, in a) Auditor's Office for Jonnathon Blanchard @ \$15.00/hr; Zachary Johnson @ \$15.00/hr; b) in effective 10/12/21, in b) Conservation for Nicholas Thompson @ \$13.00/hr; 2) pay adjustment, effective 10/10/21, in a) Facilities Management for Joby Brodgen @ \$3,327.35/bw; Todd Sullivan @ \$26.53/hr; b) I.T. for Clint Myer @ \$22.86/hr; c) Secondary Roads for Dennis Pratt @ \$27.17/hr; d) Sheriff's Office for Randy Stoeffler @ \$2,524.80/bw; e) Treasurer's Office for Lori McDonald @ \$21.60/bw. Murken moved, Faisal seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

Faisal moved, Murken seconded the approval of Consent Agenda as presented.

1. 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement between the Iowa Alcoholic Beverages Division and Story County, effective 10/1/21-6/30/22
2. Contract for Highway Right-of-Way with Junkins Family Living Trust and Mary Louise Junkins Irrevocable Trust for the purchase of permanent easement for \$298.55(L-W24--73-85)
3. Renewal for CitizenServe Software between Story County and Online Solutions LLC, effective 9/15/21-9/14/22, for \$25,200.00
4. Service Agreement between Gilbert Community School District and Story County for law enforcement services at a high school dance, effective 10/9/21, for \$65.00 an hour for a minimum of two hours
5. 28E Agreements between Animal Control and the City of Kelley, effective upon signature to 6/30/22
6. Road Closure Resolution: #22-14
7. Utility Permits: #22-5938, 22-5940

Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 296, AMENDING CHAPTER 89 – HOME BUSINESSES AND SIGNS, CHAPTER 85.08 – DEFINITIONS, AND 92.10 – REQUIRED PERMITS, OF THE STORY COUNTY LAND DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF ORDINANCES: Amelia Schoeneman, Planning and Development Director, reported on background information, and reviewed changes made from the 9/21/21 meeting. Public comments were received and additional outreach will be added to the work program. Discussion took place. Heddens opened the public hearing at 10:25 a.m., and, hearing none, she closed the public hearing at 10:25 a.m. Faisal moved, Murken seconded approval of Ordinance No. 296, Amending Chapter 89-Home Businesses and Signs, Chapter 85.08-Definitions, and 92.10-Required Permits, of the Story County Land Development Regulations, of the Story County Code of Ordinances on First Consideration and Set Second Consideration for 10/12/21. Roll call vote. (MCU)

RESOLUTION #22-29, FY22 APPROPRIATIONS AMENDMENT: Lisa Markley, Assistant Auditor, reported on the amendment process. Murken moved, Faisal seconded the approval of Resolution #22-29, FY22 Appropriations Amendment. Roll call vote. (MCU)

RESPONDING TO CENTRAL IOWA COMMUNITY SERVICES (CICS) REQUEST FOR PROPOSAL (RFP) FOR EMPLOYER OF RECORD: Heddens provided history. Karla Webb, Community Services Director, stated all counties in the region have been sent the request for proposal (RFP). Alissa Wignall, Human Resources (HR) Director, reported on concerns. Discussion took place. Lisa Markley, Assistant Auditor, reported on additional concerns and reiterated the Auditor's Office is not in favor. Heddens asked about information technology (IT) services. Webb reported on IT needs. Barb Steinbeck, IT Director, reported on options. Heddens spoke about additional workload and employee classification. Murken reported on concerns and stated she is not in favor. Faisal concurred. Murken moved, Faisal seconded to decline to respond to the Central Iowa Community Services (CICS) RFP for Employer of Record. Roll call vote. (MCU). Heddens stated she would follow up with CICS.

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

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

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
10/5/21

1. SPECIAL NOTE TO THE PUBLIC: This Meeting Is Also Being Offered 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. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
 - I. Consideration Of Proclamation Recognizing And Commemorating The 76th Anniversary Of National Disability Awareness Month

Department Submitting Board of Supervisors

Documents:

PROCLAMATION DISABILITY EMPLOYMENT AWARENESS.PDF

- II. Consideration Of Proclamation Recognizing October 11, 2021, As Indigenous Peoples Day In Story County

Department Submitting Board of Supervisors

Documents:

PROCLAMATION INDIGENOUS PEOPLES DAY.PDF

6. AGENCY REPORTS:
7. CONSIDERATION OF MINUTES:
 - I. 9/21/21 & 9/28/21 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 10/18/21, in a) Auditor's Office for Jonnathon Blanchard @ \$15.00/hr; Zachary Johnson @ \$15.00/hr; b) in effective 10/12/21, in b) Conservation for Nicholas Thompson @ \$13.00/hr; 2) pay adjustment, effective 10/10/21, in a) Facilities Management for Joby Brodgen @ \$3,327.35/bw; Todd Sullivan @ \$26.53/hr; b) IT for Clint Myer @ \$22.86/hr; c) Secondary Roads for Dennis Pratt @ \$27.17/hr; d) Sheriff's Office for Randy Stoeffler @ \$2,524.80/bw; e) Treasurer's Office for Lori McDonald @ \$21.60/bw

Department Submitting HR

9. 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 28E Agreement For Tobacco, Alternative Nicotine And Vapor Product Enforcement Between The Iowa Alcoholic Beverages Division And Story County Effective 10/1/21 - 6/30/22

Department Submitting Sheriff

Documents:

IOWA 28E.PDF

II. Consideration Of Contract For Highway Right Of Way With Junkins Family Living Trust And Mary Louise Junkins Irrevocable Trust For The Purchase Of Permanent Easement For \$298.55(L-W24--73-85)

Department Submitting Engineer

Documents:

CTR ROW JUNKINS.PDF

III. Consideration Of Renewal For CitizenServe Software Between Story County And Online Solutions LLC Effective Dates 9/15/21 - 9/14/22 For \$25,200.00

Department Submitting Information Technology

Documents:

CITIZEN SERVE.PDF

IV. Consideration Of Service Agreement Between Gilbert Community School District And Story County Effective 10/9/2021 For A Minimum Of 2 Hours For \$65.00/Hr

Department Submitting Sheriff

Documents:

GILBERT SERVICE AGREEMENT.PDF

V. Consideration Of 28E Agreements Between Animal Control And The City Of Kelley Effective Upon Signature To 6/30/22

Department Submitting Animal Control

Documents:

28E AGREEMENT.PDF

VI. Consideration Of Road Closure Resolution(S): #22-14

Department Submitting Engineer

Documents:

RC 22 14.PDF

VII. Consideration Of Utility Permit(S): #22-5938, 22-5940

Department Submitting Engineer

Documents:

UT 22 5938.PDF

UT 22 5940.PDF

10. PUBLIC HEARING ITEMS:

- I. First Consideration Of Ordinance #296, Amending Chapter 89 – Home Businesses And Signs, Chapter 85.08 – Definitions, And 92.10 – Required Permits, Of The Story County Land Development Regulations, Of The Story County Code Of Ordinances – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
ORDINANCE NO 296.PDF

11. ADDITIONAL ITEMS:

- I. Consideration Of Resolution #22-29, FY22 Appropriations Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 2229.PDF

II. Discussion And Consideration Of Responding To CICS RFP For Employer Of Record –
Lisa Heddens

Department Submitting Board of Supervisors

Documents:

RFP SINGLE EOR.PDF
RUSSELLWOODCOMMENTS.PDF

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

14. UPCOMING AGENDA ITEMS:

15. 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.

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

17. 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

10/5/21

NAME

ADDRESS

Karla Webb

Community Services

P.D

Amelia Schaeffer

Gardner

Ann Mackley

Alicia Wignall

BOS

Aud

BOS

PROCLAMATION

Indigenous Peoples Day

October 11, 2021

WHEREAS, the holiday known as Columbus Day commemorates the Italian Explorer Christopher Columbus and his voyages to the “New World” the beginning of the colonization of indigenous people that forever changed their identity, cultures and achievements; and

WHEREAS, Columbus Day has been a federal holiday since 1937; and

WHEREAS, numerous cities and state governments within the United States now recognize Columbus Day also as Indigenous Peoples’ Day in an effort to create a path of healing and reconciliation; and

WHEREAS, Story County recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, Story County recognizes and values the many contributions made through Indigenous Peoples’ knowledge, labor, technology, science, philosophy, arts and the deep cultural contribution; and

WHEREAS, Story County has a responsibility to oppose the systematic racism towards Indigenous People in the United States, which perpetuates high rates of poverty and income inequality, exacerbating disproportionate health, education, and social crises; and

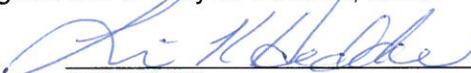
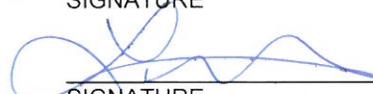
WHEREAS, Story County promotes the closing of the equity gap for Indigenous Peoples through policies and practices that reflect the experiences of Indigenous Peoples, ensure greater access and opportunity, and honor our nation's indigenous roots, history, and contributions; and

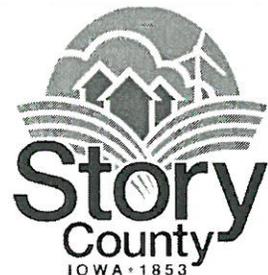
WHEREAS, Indigenous Peoples’ Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, honoring the role of Columbus as a historical figure promotes values of intolerance and violence that are still common in today’s world and opposed to the values of the citizens of Story County;

NOW, THEREFORE, BE IT RESOLVED THAT, Story County declares October 11, 2021 as Indigenous Peoples’ Day in Story County and that Story County strongly supports the proposition that Indigenous Peoples’ Day shall be an opportunity to celebrate the thriving cultures and values of the Indigenous Peoples of our region.

Signed this 5th day of October, 2021.

 SIGNATURE	10/5/21 DATE
 SIGNATURE	10/5/21 DATE
 SIGNATURE	10/5/21 DATE



PROCLAMATION
RECOGNIZING AND COMMEMORATING THE 76TH
ANNIVERSARY OF NATIONAL DISABILITY AWARENESS MONTH

WHEREAS, October 2021 marks the 76th anniversary of National Disability Employment Awareness Month; and

WHEREAS, the purpose of National Disability Employment Awareness Month is to educate about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and

WHEREAS, the history of National Disability Employment Awareness Month traces back to 1945 when Congress enacted a law declaring the first week in October each year "National Employ the Physically Handicapped Week;" and

WHEREAS, in 1962, the word "physically" was removed to acknowledge the employment needs and contributions of individuals with all types of disabilities; and

WHEREAS, in 1988, Congress expanded the week to a month and changed the name to National Disability Employment Awareness Month; and

WHEREAS, workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy; and

WHEREAS, in 2019, the number of Iowans ages 18 to 64 in the labor force with a disability who were employed totaled 79,980, with 53.2% of Iowans in this age group, with a disability, working at least part-time; and

WHEREAS, 5.2% of the labor force in 2019 in Iowa includes individuals with a disability of some type; and

WHEREAS, in 2019, while the unemployment rate in Iowa was 3.7%, the unemployment rate for Iowans with a disability was 9.1%; and

WHEREAS, activities during this month will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm Story County's commitment to an inclusive community that increases access and opportunities to all, including individuals with disabilities; and

NOW, THEREFORE, BE IT RESOLVED THAT We, the Story County Board of Supervisors, commemorate the 76th anniversary of National Disability Employment Awareness Month; and

BE IT FURTHER RESOLVED THAT the Story County Board of Supervisors call upon employers, schools, and other community organizations in Story County to observe October with appropriate programs and activities, and to advance its important message that people with disabilities add value and talent to our workplaces and communities; and

BE IT FURTHER RESOLVED THAT the Story County Board of Supervisors pledge to continue to take steps throughout the year to recruit, hire, retain, and advance individuals with disabilities and work to pursue the goals of opportunity, full participation, economic self-sufficiency, and independent living for people with disabilities.

Signed this 5th day of October, 2021.

 _____ SIGNATURE	10-5-21 _____ DATE
 _____ SIGNATURE	10/5/21 _____ DATE
 _____ SIGNATURE	10/5/21 _____ DATE



**28E AGREEMENT FOR
TOBACCO, ALTERNATIVE NICOTINE AND
VAPOR PRODUCT ENFORCEMENT**

SCHEDULE 3

THIS AGREEMENT is made and entered into on this ____ day of _____, 2021 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Story County Sheriff (The “Department”). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Iowa ABD. The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 Department. The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

Story County Sheriff
1315 South B Avenue, Nevada, Iowa 50201

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2022, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement. The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 Compliance Checks. "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include

enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2021.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2022**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2021 business year, but not before October 1, 2021. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2021 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2022**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2022**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with

Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) ***will not allow underage purchasers under the age of sixteen*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

5.1.4 Routine Enforcement. In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.

5.1.5 Civil Proceedings. The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 Compliance Reports. The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

5.1.7 Miscellaneous. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

5.2.1 Enforcement Guidance. The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.4 Payment. The ABD shall pay the Department in the manner described in Section 6.

5.2.5 Cooperation. If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the

authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.6 Insurance, Benefits and Compensation. The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

6.1 Method of Payment. In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.

6.2 Eligible Claims. Compliance checks that are conducted on or after **October 1, 2021** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.

6.3 Allocations. The costs of the services referred to in Section 6.1 shall be allocated as follows:

6.3.1 Sole Activity. Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.

6.3.2 Payment in Arrears. The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination for Convenience. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination Due to Lack of Funds or Change in the Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

10.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 Notice of Default. If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 By ABD. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 By the Department. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

12.1 Contact Person. At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to

receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department: Sheriff Paul Fitzgerald
Story County Sheriff
1315 South B Avenue
Nevada, Iowa 50201
Email: pfitzgerald@storycountyiowa.gov

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

13.15 Successors in Interest. All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

13.16 Record Retention and Access. The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

13.17 Additional Provisions. The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 Further Assurances and Corrective Instruments. The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Joshua Happe
Regulatory Compliance Bureau Chief

Date

By Law Enforcement Agency



Department Official



Date

Department Witness

Date

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 09-24-300-120
 PROJECT No: L-W24--73-85
 ROAD No: (550th Ave.)

THIS AGREEMENT made and entered into this 10th day of September, A.D. 2021 by and between
JUNKINS FAMILY LIVING TRUST (54%) and MARY LOUISE JUNKINS IRREVOCABLE TRUST (46%)

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The East 17.00 feet of the West 50.00 feet of the North 125.00 feet of the South 1675.00' feet of the SW¼ in Section 24, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa. Easement contains 0.14 acres of which 0.09 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 2, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>298.55</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>298.55</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet		
Land by Fee Title		ac./sq.ft.	\$	
Underlying Fee Title		ac./sq.ft.	\$	Buildings & Improvements
Permanent Easement	<u>0.05</u>	ac./sq.ft.	\$ <u>273.55</u>	Fence <u> </u> rods woven
Temporary Easement		ac./sq.ft.	\$	Fence <u> </u> rods barb
Damages for:				\$
			Future Abstract Entry in the amount of <u>\$25.00</u>	

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

x Mary Louise Jenkins
x Russell Jenkins

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

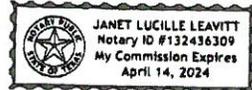
Texas
SELLER'S ACKNOWLEDGMENT
STATE OF ~~IOWA~~: ss On this 10th day of September, 2021, before me, the undersigned, personally appeared Mary Louise Jenkins & Russell Jenkins

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Janet Lucille Leavitt
Notary Public in and for the State of TX

BUYER'S APPROVAL
Darren Moon

9-27-21



Recommended by: Darren Moon P.E., Story County Engineer

(Date)

Kim Kadden 10-5-21

Approved by: Chairperson, Story County Board of Supervisors

(Date)

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

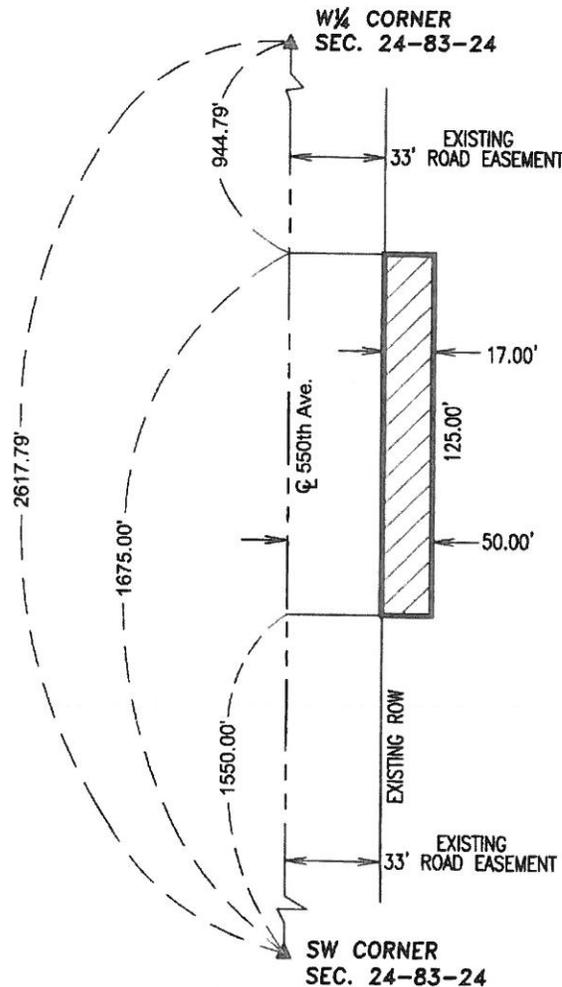
PROJECT NO. L-W24--73-55 PARCEL NO. 09-24-300-120

SECTION 24, TOWNSHIP 83N, RANGE 24W, OF THE 5TH P.M., STORY COUNTY, IOWA.

ACQUIRED FROM JUNKINS FAMILY LIVING TRUST (64%) and MARY LOUISE JUNKINS IRREVOCABLE TRUST (4%)

EXISTING R.O.W. 0.09 ACRES NEW R.O.W. 0.05 ACRES TOTAL R.O.W. 0.14 ACRES

The East 17.00 feet of the West 50.00 feet of the North 125.00 feet of the South 1675.00' feet of the SW $\frac{1}{4}$ in Section 24, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa. Easement contains 0.14 acres of which 0.09 acres is existing R.O.W.



NW $\frac{1}{4}$, SW $\frac{1}{4}$
SEC. 24-83-24

DATE DRAWN 6/17/2021

Online Solutions LLC
1101 E. Warner Rd Suite 160
Tempe, AZ 85284 US
(800)325-9818x703
jim@citizenserve.com
www.citizenserve.com



BILL TO
Story County
ATTN: Amelia Schoeneman
Planning and Development
900 6th Street
Nevada, IA 50201

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4229	06/15/2021	\$25,200.00	06/15/2021	Due on receipt	

DESCRIPTION	QTY	RATE	AMOUNT
Annual Billing Annual billing for 14 Citizenserve user subscriptions (09/15/2021 - 09/14/2022)	14	1,800.00	25,200.00
BALANCE DUE			\$25,200.00

APPROVED **DENIED**

Board Member Initials: ASH

Meeting Date: 10-5-21

Follow-up action: _____

Return to & Prepared by Anna Henderson, Story County Animal Control, 975 West Lincoln Way, Nevada, IA 50201 515-382-3338

ANIMAL RESCUE SERVICE CONTRACT

This contract and Agreement is entered into by and between Story County, Iowa and the City of Kelley, Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

1. Purpose:

Under this contract, Story County shall provide said City with services of domestic animal rescue as set forth more specifically in succeeding paragraphs herein with the exception of 2(e) and (f). Story County will not provide service with regard to wild animals except as noted below in the Scope of Services, and in the sole discretion of Story County.

2. Scope of services (pursuant to Story County Code of Ordinances):

- a. Transportation of animals impounded by the contracting city.
- b. Shelter and board for the impounded animals.
- c. Issuance of applicable impoundment charges on impounded animals pursuant to Story County Code of Ordinances.
- d. Cat, dog, and other small domesticated animal adoption service for appropriately impounded animals.
- e. Investigation and disposition of rabid, sick or injured animals.
- f. Supervision of quarantine procedures and rabies testing.
- g. Collection and impounding of City trapped cats.
- h. Arrange for emergency veterinary care or provision of first-aid treatment.
- i. Provision of humane euthanasia of unclaimed cats and dogs pursuant to Iowa Code 351.37.
- j. Rescue of animals in unusual or emergency circumstances (i.e. flood waters, fire, etc., with permission from appropriate City Official).
- k. One letter sent to resident of said City when requested by said City and only after prior attempts at resolution by City.

Any other animal control related problem may be dealt with at the Animal Control Officer's discretion.

The City understands that all service is subject to the Animal Control Officer's availability and discretion with the expressed approval of a City Official, except in emergencies.

Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515-402-5180.

3. Consideration: (Quarterly billing)

The City will pay Story County, Iowa, based on the following fee schedule:

(No trip charge will be assessed from 8:00 a.m. to 3:00 p.m., Monday – Friday)

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.
- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.

- n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:
Significantly sick or injured, ill-tempered or vicious, feral/wild (not adoptable, applicable to cats and dogs only), believed to have been exposed to a disease infectious to animals or humans.

4. Rescue and removal charges:

For any animal in unusual or emergency circumstances - \$50.00 per trip, per Animal Control Officer needed, and any other applicable fees (which may include, but are not limited to, Sheriff's Office invoices for service).

All diagnostic and/or quarantine costs shall be paid by the City.

5. Recording requirements:

In Accordance with Iowa Code Chapter 28E, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder.

6. Termination:

Either party may terminate this agreement without penalty at any time by giving written notice at least thirty (30) days before the effective date of such termination.

7. Effective date:

This agreement shall become effective upon formal passage and execution of the Board of Supervisors above named and upon filing of this agreement with the Secretary of State of Iowa.

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2021, and terminating on June 30, 2022. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

This agreement may not otherwise be amended or altered without a written, signed, and filed amendment to the agreement executed by the parties hereto.

In witness whereof the parties hereto have, by their authorized representatives, executed this agreement.

Story County, Iowa

By: [Signature] 10-5-21
Chairperson Date

City of Kelley

By: [Signature] 8/16/21
Mayor Date

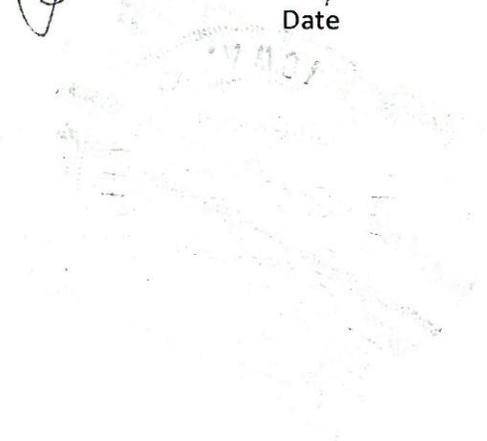
ATTEST

[Signature] 10-5-21
Auditor Date

[Signature] 8/19/21
Clerk Date

Story County Animal Control

By: [Signature] 9/27/21
Animal Control Director Date



**STORY COUNTY SHERIFF
SERVICE AGREEMENT
21-02**

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

Definitions:

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

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

The Gilbert Community School District, hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

The Parties, refers to the "Service Provider" and the "Contractor".

Additional Terms, if none then state "none":

None

Terms

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

Contractor Address:
Gilbert Community School District
103 Mathews Drive
Gilbert, IA 50105
515-232-3740

I Description of Services

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

II Additional Services

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

- 1. 1 Full-Time or 2 Reserve Deputy Sheriff(s) present at a high school dance

III Times and location(s)

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

Location: Gilbert High School
Address: 312 Gretten St
City/rural: Gilbert, IA 50105
Time: 2000 – 2300hrs

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

State date of service:

Day Month Year

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

Date of service:

9th October 2021
Day Month Year

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

Start date of service:

Day Month Year

Chart

Days

Times

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

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

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

V Fees

The Contractor agrees to pay:

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

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

VI Payment

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

VII Changes or Termination during the Agreement

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

VIII Confidentiality

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

IX Liability

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

X Acts of God and Acts of Others

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

XI Hazards

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

XII Inconsistent Terms

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

XIII Representative

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

Service Provider Representative

Contractor Representative

Lt. Gary Backous
515-382-7457

Vic Vanderpool
515-851-8584

Address:

Story County Sheriff
1315 South B Avenue
Nevada, IA 50201
515-382-7457
gbackous@storycountyiowa.gov

Gilbert Community School District
103 Mathew Drive
Gilbert, IA 50105
515-851-8584
vanderpoolv@gilbertcsd.org

Billing Address:

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

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

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

Service Agreement Signatures

Service Provider

Contractor

ELC

Castillo

Authorized Representative

Authorized Representative

Lieutenant, Support Services

Lieutenant, Support Services
Title

High School Principal
Title

Superintendent

9-30-2021

____/____/_____
Date

____/____/_____
Date

9-28-21

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 10/5/21

Jim K. Hobbs

Board of Supervisors

[Signature]

Attest: Story County Auditor



Closure No. 22-14

Date September 30, 2021

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 12 & 13 Warren Twp on

120th St is closed between 670th Ave and 680th Ave due to culvert replacement.



Chair, Board of Supervisors

Attest: 

County Auditor

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

ALLOWED BY VOTE
OF THE BOARD

Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
-----	----------	-----	----------	--------	----------



CHAIRPERSON

Above tabulation made by 

STORY COUNTY UTILITY PERMIT

Date 9/28/21

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 210th St., from North ROW Line to South ROW Line, a distance of 130 feet. ~~yards.~~

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional boring from North ROW Line to South ROW Line under 210th Street, installing a 1" PVC Service Line in Section 36, in Milford Township, a minimum of 5 feet deep. See attached Plan Sheet.
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 9-28-2021

Iowa Regional Utilities Association

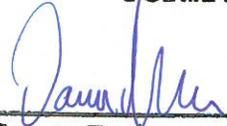
Name of Company (Applicant - Permittee)


by Gayla E. Hannagan,
Permit Manager

Phone no. 641-792-7011

Recommended for Approval:

Date 9-28-21


County Engineer

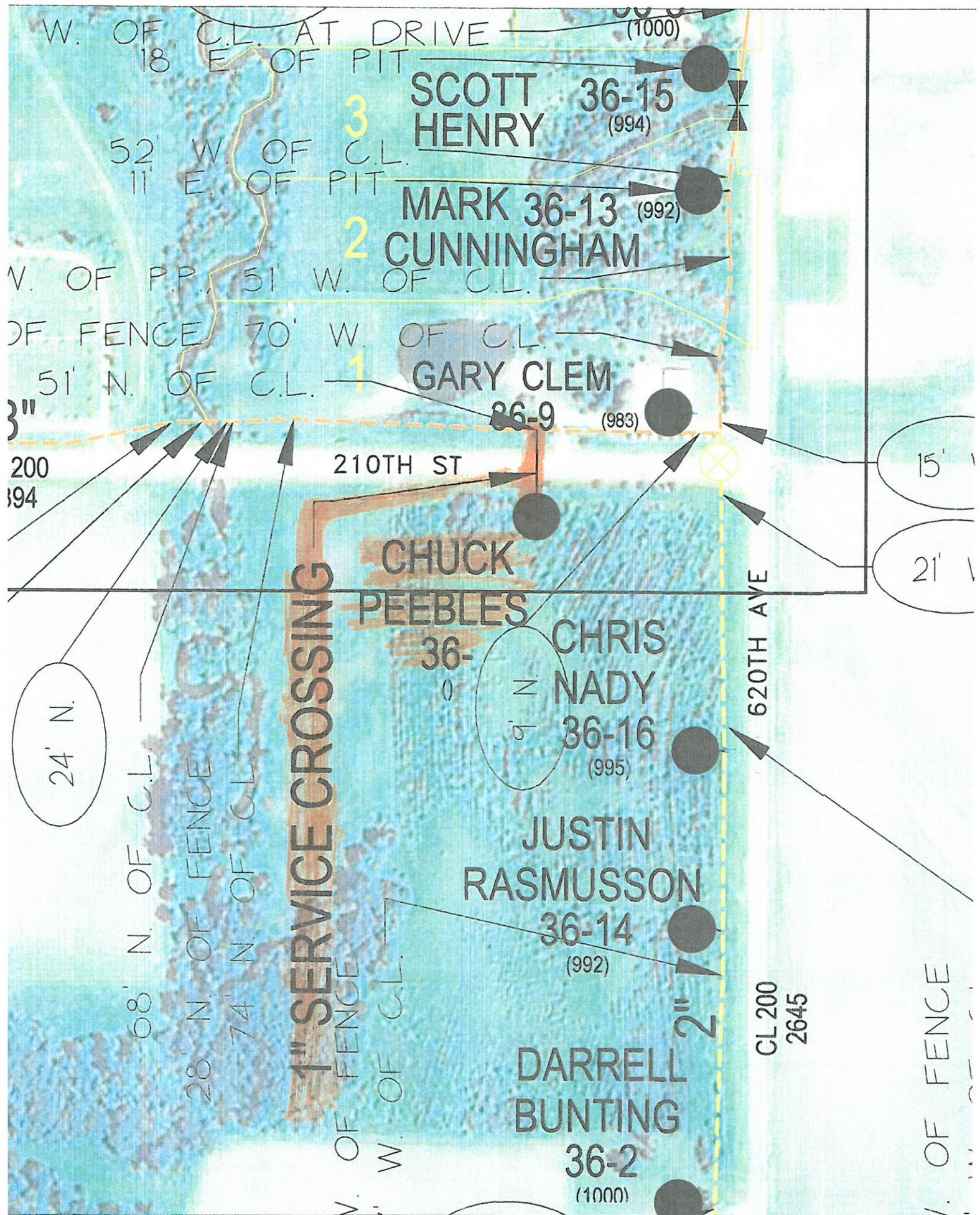
515-382-7355
Phone no.

Approved:

Date 10-5-21


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 UTILITY PERMIT

Date 9/30/2021

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communications, LLC Company, incorporated under the laws of Iowa, with its principal place of business at 4001 N. Rodney Parham Rd, Little Rock, AR 72212, 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 bore and place buried fiber on secondary route 520th Ave, from 41.979629, -93.6584 to 41.974364, -93.658442, a distance of 0.4 miles.

PR-3350 / 70741268000000

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:

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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 09/28/2021

Windstream Iowa Communications, LLC
Name of Company (Applicant - Permittee)


by _____ Phone no. 501-748-5487

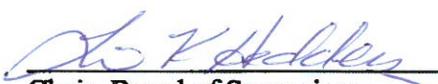
Recommended for Approval:

Date 9-30-21


County Engineer _____ Phone no. 515-382-7355

Approved:

Date 10-5-21


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.

EXCHANGE NAME: ADARIAAXO		RP AMESIA 520TH AVE & 260TH ST						W.O. #707412680
W.O. TITLE	SHEET # 03	SHEET # 04	SHEET # 05	SHEET # 06	SHEET # 07	TOTAL		
UNIT CODE	EST. QUANTITY	EST. QUANTITY	EST. QUANTITY	EST. QUANTITY	EST. QUANTITY	EST. QUANTITY	EST. QUANTITY	
WHO1(A)	72			96		168		
HOMW(A)	72			96		168		
XXHAPO	1			1		2		
HAPO(144)	1			1		2		
WBM80	3					3		
WBM81	1					1		
WPM92	1			1		2		
BFOV(1)(2)T	12					12		
BM60(1)(2)PF>100	2080					2080		
BFO144I	2232					2232		
XXCO	424	1080				1504		
BM53F	1	1	1			3		
WEC1F					200	200		
XXPE1		1				1		
XXPF		1				1		
XXBM80(B)F		2				2		
XXBM81(B)F		1				1		
BM80PF				3		3		
BM81PF				1		1		
PE1-3G				1		1		
PF1-5A				1		1		

ADDRESS:- 520TH AVE & 260TH ST AMES IOWA 50014
 STORY COUNTY, IA
 PERMIT REQUIRED- COUNTY
LOCATE ALL FACILITIES PRIOR TO DIGGING
IA - IOWA ONE CALL - 811 - 1-800-292-8989

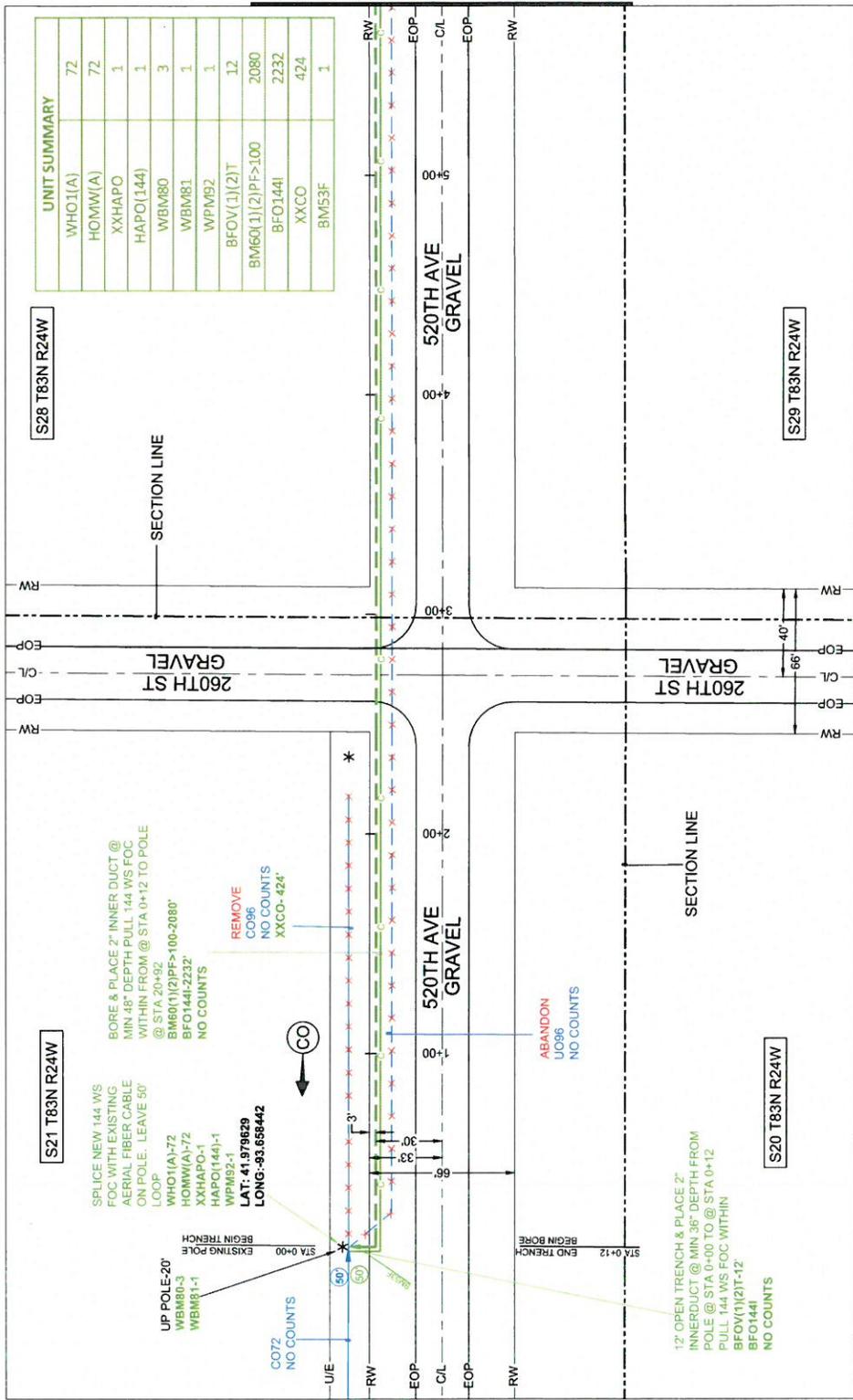
SCALE: NTS

windstream
communications

ENGINEER: WINDSTREAM - STEPHEN KNNESS
 FIELD ENGINEER: PEARCE SERVICES TROY OZBUN
 DRAWN BY: PEARCE SERVICES HARSHDEEP SINGH

PROJECT: 707412680
 PROJECT TITLE: RP AMESIA 520TH AVE & 260TH ST
 EXCHANGE: AMESIA/TC
 SHEET/UNIT SUMMARY DATE: 08/30/2021

PEARCE SERVICES



UNIT SUMMARY

WHO1(A)	72
HOMW(A)	72
XXHAPO	1
HAPO(144)	1
WBM80	3
WBM81	1
WPM82	1
BFOV(1)(2)T	12
BME0(1)(2)PF>100	2080
BFO1441	2232
XXCO	424
BME53F	1

MATCHLINE - SEE SHEET 04

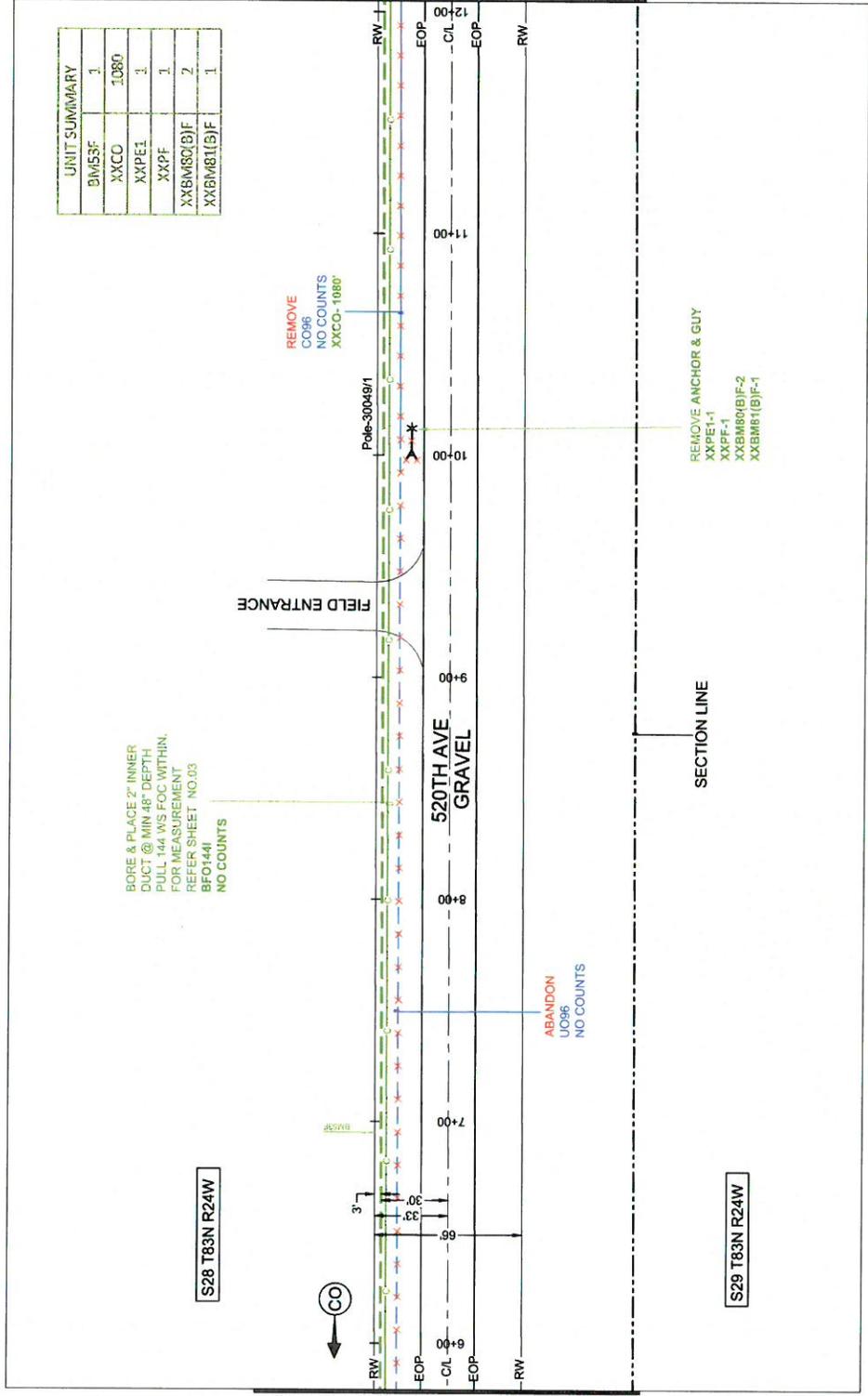
ADDRESS:- 520TH AVE & 260TH ST AMES IOWA 50014
STORY COUNTY, IA
PERMIT REQUIRED-COUNTY
LOCATE ALL FACILITIES PRIOR TO DIGGING
IA - IOWA ONE CALL - 811 - 1-800-292-8989

SCALE: 1:50

windstream communications

ENGINEER: WINDSTREAM - STEPHEN KNESS
FIELD ENGINEER: PEARCE SERVICES TROY OZBUN
DRAWN BY: PEARCE SERVICES HARSHDEEP SINGH

PROJECT: 707412680
PROJECT TITLE: RP AMESIA 520TH AVE & 260TH ST
EXCHANGE: AMESIA/TC
SHEET: 03 OF 07
DATE: 08/30/2021



UNIT SUMMARY	
BIM53F	1
XXCO	1080
XXPE1	1
XX9F	1
XXBM80(B)F	2
XXBM81(B)F	1

BORE & PLACE 2" INNER DUCT @ MIN 48" DEPTH PULL 144 WS FOC WITHIN. FOR MEASUREMENT REFER SHEET NO.03 BFO1441 NO COUNTS

S28 T83N R24W

S29 T83N R24W

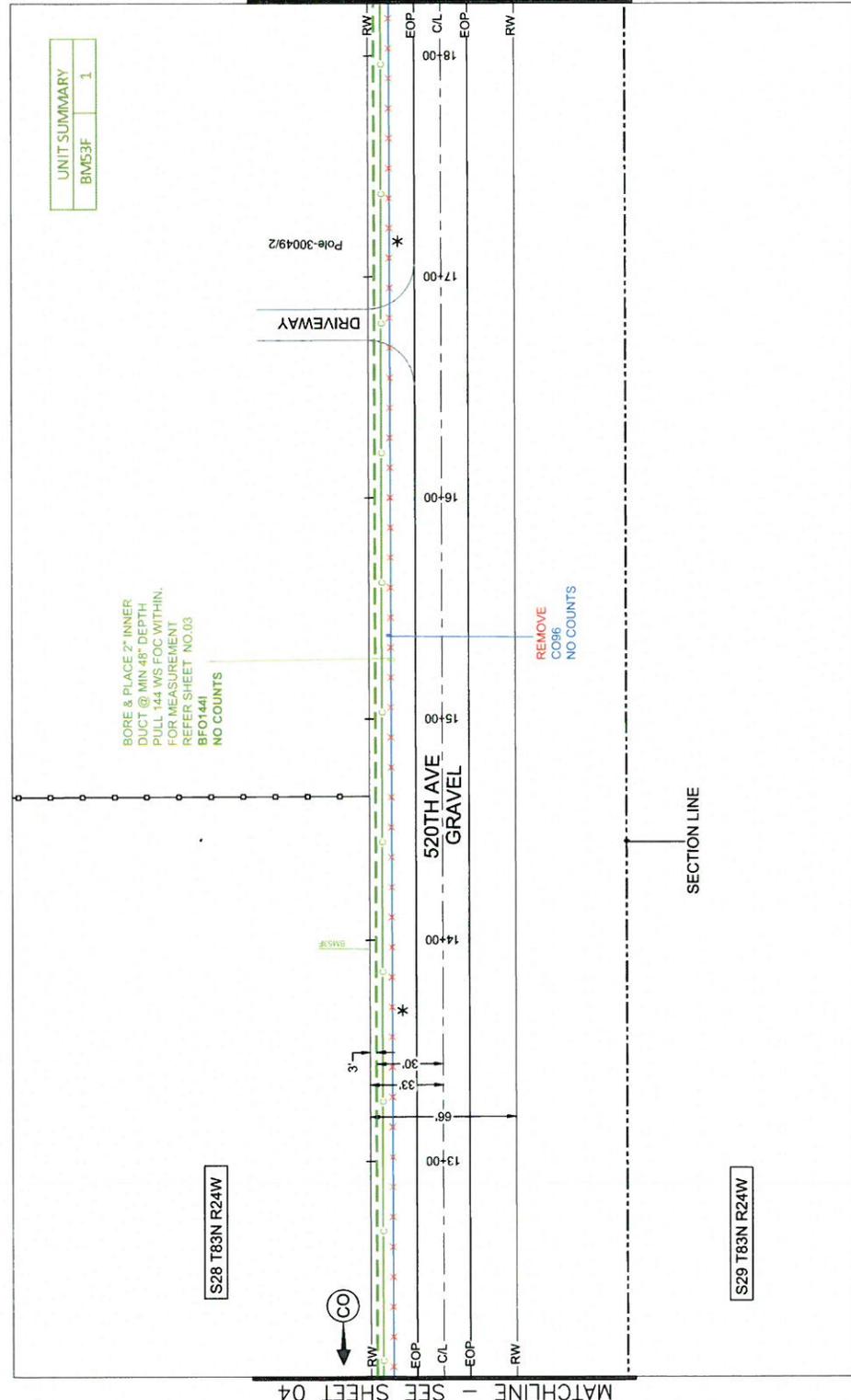
ADDRESS:- 520TH AVE & 260TH ST AMES IOWA 50014 STORY COUNTY, IA
 PERMIT REQUIRED- COUNTY
LOCATE ALL FACILITIES PRIOR TO DIGGING
IA - IOWA ONE CALL - 811 - 1-800-292-8989

SCALE: 1:50

windstream
communications

ENGINEER: WINDSTREAM - STEPHEN KNESSE
 FIELD ENGINEER: PEARCE SERVICES TROY OZBUN
 DRAWN BY: PEARCE SERVICES HARSHDEEP SINGH

PROJECT: 707412680
 PROJECT TITLE: RP AMESIA 520TH AVE & 260TH ST
 EXCHANGE: AMESIA/TC
 SHEET: 04 OF 07
 DATE: 08/30/2021



UNIT SUMMARY	
BMS3F	1

BORE & PLACE 2" INNER
 DUCT @ MIN 48" DEPTH
 PULL 144 WS FOC WITHIN.
 FOR MEASUREMENT
 REFER SHEET NO.03
 BFO1441
 NO COUNTS

MATCHLINE - SEE SHEET 06

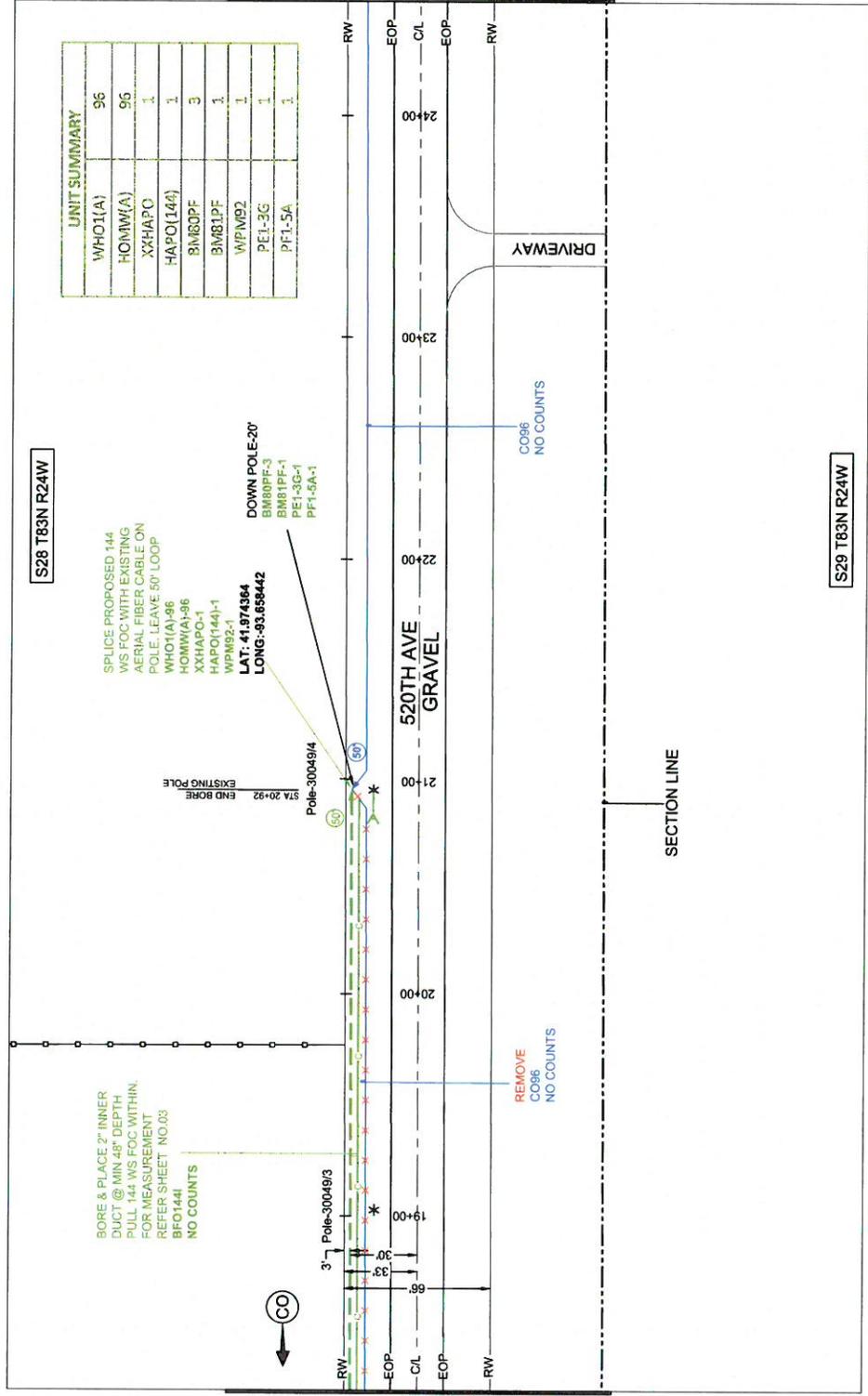
MATCHLINE - SEE SHEET 04

ADDRESS:- 520TH AVE & 260TH ST AMES IOWA 50014
 STORY COUNTY, IA
 PERMIT REQUIRED- COUNTY
LOCATE ALL FACILITIES PRIOR TO DIGGING
 IA - IOWA ONE CALL - 811 - 1-800-292-8989

PROJECT: 707412680
 PROJECT TITLE: RP AMESIA 520TH AVE & 260TH ST
 EXCHANGE AMESIA/TC
 SHEET:05 OF 07
 DATE:08/30/2021

ENGINEER: WINDSTREAM - STEPHEN KNESS
 FIELD ENGINEER: PEARCE SERVICES TROY OZBUN
 DRAWN BY: PEARCE SERVICES HARSHDEEP SINGH

SCALE: 1:50



UNIT SUMMARY	
WHO1(A)	96
HOMW(A)	96
XXHAPO	1
HAPO(144)	1
BM80PF	3
BM81PF	1
WPM92	1
PEI-3G	1
PFT-5A	1

S28 T83N R24W

S29 T83N R24W

SPLICE PROPOSED 144
 WS FOC WITH EXISTING
 AERIAL FIBER CABLE ON
 POLE. LEAVE 50' LOOP
 WHO1(A)-96
 HOMW(A)-96
 XXHAPO-1
 HAPO(144)-1
 WPM92-1
 DOWN POLE-20'
 BM80PF-3
 BM81PF-1
 PEI-3G-1
 PFT-5A-1

BORE & PLACE 2" INNER
 DUCT @ MIN 48" DEPTH
 PULL 144 WS FOC WITHIN
 FOR MEASUREMENT
 REFER SHEET NO.03
 BFO144
 NO COUNTS

MATCHLINE - SEE SHEET 05

MATCHLINE - SEE SHEET 07

ADDRESS:- 520TH AVE & 260TH ST AMES IOWA 50014
 STORY COUNTY, IA
 PERMIT REQUIRED- COUNTY
LOCATE ALL FACILITIES PRIOR TO DIGGING
IA - IOWA ONE CALL - 811 - 1-800-292-8989

SCALE: 1:50



ENGINEER: WINDSTREAM - STEPHEN KNESSE
 FIELD ENGINEER: PEARCE SERVICES TROY OZBUN
 DRAWN BY: PEARCE SERVICES HARSHDEEP SINGH

PROJECT: 70742680
 PROJECT TITLE: RP AMESIA 520TH AVE & 260TH ST
 EXCHANGE: AMES/ATC
 SHEET: 06 OF 07
 DATE: 08/30/2021



**RESOLUTION NO. 22-29
APPROPRIATIONS AMENDMENT**

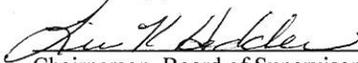
WHEREAS, Resolution No. 21-100 dated June 30, 2021 set appropriations by department for Fiscal Year 2022, and

WHEREAS, Resolution No. 22-16 dated August 17, 2021 set appropriations by department for Fiscal Year 2022, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Story County, Iowa, to amend department appropriations by the following amounts:

<u>Dept# & Name</u>	<u>\$ Amount</u>	<u>Dept# & Name</u>	<u>\$ Amount</u>
01 – Board of Supervisors	591,449	02 – Auditor	648,343
03 – Treasurer	476,226	04 – Attorney	1,569,917
05 – Sheriff	5,224,152	07 – Recorder	240,299
08 – Animal Control	258,737	20 – Engineer	4,089,443
21 – Veteran’s Affairs	64,299	22 – Conservation	1,621,519
23 – Environmental Health	184,095	24 – IRVM	177,207
25 – Community Services	202,203	50 – Human Services Center	299,488
51 – Facilities Management	740,406	52 – Information Technology	602,830
53 – Plan & Development	174,928	54 – Justice Center	440,057
59 – DHS	32,600	60 – Mental Health Serv	946,375
61 – Juvenile Court Serv	50,025		

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 5th day of October, 2021 and the Auditor is directed to correct her books accordingly.


Chairperson, Board of Supervisors

Attest: 

County Auditor

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

ALLOWED BY VOTE
OF BOARD Yea 3 Nay 0 Absent 0

 Above tabulation made by 
CHAIRPERSON



CICS

Supporting Individuals. Strengthening Communities.

Request for Proposals for Single Employer

I. Introduction:

Central Iowa Community Services (CICS) is seeking an entity to perform Employee Services that would traditionally be performed by an “employer of record” or “professional employment organization” for the following counties: Boone, Cerro Gordo, Franklin, Greene, Hamilton, Hancock, Hardin, Jasper, Madison, Marshall, Poweshiek, Story, Warren, Webster, and Wright.

A. Service Description:

The CICS Governing Board is seeking a “Single Employer” for all staff performing duties for the region. Currently there are 34 staff members with a combined payroll of approximately \$1,800,000. CICS requests the Single Employer to provide employment services by employing all the staff members that currently work for the various counties in the CICS Region. CICS understands that not all counties provide all of the following services. Proposals should list the services included.

Services would include those similar to the following, but will not include IT support:

1) **HR Administration**

- a. HR/Labor Law Compliance Administration and Guidance
- b. HR Expertise
- c. Guidance on Employee Issues
- d. Payroll Processing
- e. Payroll Record Maintenance and Management
- f. Paid Time Off Management (all types of leave, with and without pay)
- g. Time & Attendance Tracking
- h. Third Party Vendor Payments
- i. Wage Garnishment Processing
- j. State Unemployment Insurance (UI)
- k. Federal + State Payroll Tax Filing/Management
- l. Federal, State + Local EE withholdings
- m. W-2 Filings
- n. IPERS Administration
- o. Administer Employee Policies and Procedures. The intent is that the CICS Governing Board will adopt CICS Policies and Procedures that will be developed with the assistance of the Single Employer, based upon the employing county’s Employee Policies and Procedures.

APPROVED

DENIED

Board Member Initials: AKH

Meeting Date: 10-5-21

Follow-up action: BOS opted Not to respond to RFP.

2) **Employee Benefits**

- a. Medical Insurance and potentially Dental and Vision.
- b. Life & Disability Insurance
- c. COBRA Compliance Assistance and Administration
- d. Workers' Compensation (WC) Insurance (including any applicable training)
- e. Workers' Compensation (WC) Claims Management including Job Related Accidents/Injury and On-Call Nurse Services
- f. Employment Practices Liability Insurance
- g. OSHA Compliance Guidance
- h. Other Benefit Management which may include Deferred Compensation /Flexible Spending / EAP

3) **Hiring and Employee Performance**

- a. Background Screening to identify applicants who meet state and federal employability requirements.
- b. E-Verify/I-9 Compliance
- c. Application Audit for compliance assistance.
- d. Pre-Employment Screening: which may include Physical and Drug Screening.
- e. Pre-Employment Screening: Background Check
- f. Pre-Employment Screening: MVR
- g. Potentially post-employment drug testing according to policy.
- h. Access to employee performance evaluation and improvement plan process

B. Authority and Oversight

The Single Employer would have oversight of staff only to the degree necessary to ensure compliance with state and federal employment laws. Day to day direction and oversight of the staff members would rest with CICS.

II. Proposal Requirements:

A. Eligible Applicants:

- 1) Applicants must be current county members of the CICS region.
- 2) Applicants must have the capacity to deliver the services requested.

B. Use of Funds:

Applicants must address specific uses of the funds applied for. It is the intent of CICS to pay the Single Employer for the costs of its services. Applicants should identify their costs, including any additional staff needs, and may request compensation based on a per employee per month basis. Any additional costs such as screenings shall be billed directly to CICS.

C. Contract Period:

The initial contract is intended to start January 1, 2022 but may start no later than July 1, 2022. It will run until June 30, 2025. The contract shall end if action of the federal or state government creates a situation where CICS can no longer function under the contract.

Timetable	
Event	Date
RFP to Member Counties:	10/1/2021
Proposals due by:	4 PM 10/22/2021
Decision Date:	10/28/2021
Anticipated start date	1/1/2022

IV. Proposal Process:

Proposals must be submitted to: Russell Wood, CEO
 Central Iowa Community Services, Franklin County Office
Russell.Wood@cicsmhds.org
 PO Box 58
 Hampton, IA 50441

V. Standards for Review of Applications:

Each proposal shall be reviewed according to the requirements set forth in this RFP.

CICS reserves the right to deny any and all proposals.



From: Russell Wood <russell.wood@cicsmhds.org>

Sent: Thursday, September 30, 2021 9:16 AM

To: Russell Wood <russell.wood@cicsmhds.org>

Subject: FW: draft

Importance: High

[External Sender - Please Use Caution]

Good morning,

This email is being sent to all governing board and admin team members. I put names in the blind-carbon-copy to avoid any "reply all" issues.

Attached to this email is the Request for Proposals (RFP) for a single employer for all staff who perform duties for CICS.

County Supervisor representatives: Please send this to your whole local board to have action taken to see if you are potentially interested in performing the service. Please let me know by the end of next week, if possible if you are interested and if so, please send the proposal to me in the timeframe identified in the RFP.

Notes on the RFP:

- 1) I am willing to answer questions if you have them.
- 2) The services we are asking for are "similar to" the list in the RFP. None of the Admin Team are HR professionals and we did our best to try to identify the ideas of what we wanted.
- 3) We are NOT including IT support in this RFP. We decided that having a separate contract would be better. That way we could change IT contracts if our IT needs change, but we would not have that ability if it were in the agreement with the county employer to provide IT.
- 4) Please identify staff who would be providing the services in your proposal.
- 5) To be clear, the employing county would have almost no oversight of staff. This would fall back on the Region. The employing county would only deal with staff issues to the extent that they would intersect with state or federal law. (See statement in RFP)
- 6) Salaries, wages, raises, will be decided by the CICS Governing Board.
- 7) Staff patterns and responsibilities would be decided by CICS.
- 8) Location of staff is not intended to change, but may, depending on the needs of the county and CICS.
- 9) Staff:
 - a. All staff would be onboarded at current years of service and would continue to accrue benefits, such as vacation, as if they worked for the employing county for those years.
 - b. All staff would be onboarded with the accrued sick leave, vacation, etc., that they have now. If the amount is above the employing county's cap, we would discuss this on a case-by-case basis.
 - c. According to the attorney we are using from Ahlers and Cooney, the positions should not have to be reposted, reinterviewed, have new physicals, background checks, etc. If you feel differently, please indicate that in your proposal.
- 10) Costs should be identified and will be paid out as a per employee per month payment. Please note that the intent is that the Region will pay the costs of the service but would like to pay no more than the cost.
- 11) IT IS THE INTENT OF THE BOARD THAT THIS BEGIN 1/1/2022.

- 12) CICS will use the employee handbook of the employing county as a base but will work with that county to identify any changes that would need to be made for CICS. The result would then be approved by the Governing Board as the CICS Employee Handbook. When you turn in your proposal, please include a copy of your employee handbook.
- 13) Job descriptions will be written by CICS for staff using the format that the employing county uses.

Thank you,

Russell Wood | CEO



123 1st Ave. SW
PO Box 58
Hampton, IA 50441

Phone: 641-456-2128
Fax: 641-456-2852

<https://www.cicsmhds.org/>

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