

The Board of Supervisors met on 6/13/23 at 10:00 a.m. in the Story County Administration Building. Linda Murken, Latifah Faisal (via Zoom), and Lisa Heddens, with Murken presiding. (all audio of meetings available at [storycountyia.gov](http://storycountyia.gov); any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6<sup>th</sup> Street, Nevada, Iowa)

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

**EMERGENCY MANAGEMENT QUARTERLY REPORT:** Coordinator Melissa Spencer was unable to attend meeting. Heddens moved, Faisal seconded to accept the Emergency Management submitted written report. Roll call vote. (MCU)

**THE SALVATION ARMY ANNUAL REPORT:** Director Kathy Pinkerton reported on programs, number of people served, increase in services, temporary shelter services, and Christmas program.

**STORYTIME CHILDCARE CENTER ANNUAL REPORT:** Director Jayne Underhill reported on number of participants, waiting list, staff, and programs.

**PROCLAMATION RECOGNIZING 6/19/23 AS JUNETEENTH IN STORY COUNTY:** The Board members read the proclamation in full. Murken moved, Heddens seconded the approval of the Proclamation Recognizing 6/19/23 as Juneteenth in Story County. Roll call vote. (MCU) Faisal reported on holiday activities on Friday evening and Saturday.

**MINUTES:** 6/6/23 Minutes – Faisal moved, Heddens approving 6/6/23 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) pay adjustment, effective 6/18/23, in a) Treasurer's Office for Ardis Baldwin @ \$38.40/lump sum; 2) re-hire, effective 6/20/23, in a) Facilities Management for William LaPage @ \$2,328.15/bw. Heddens moved, Faisal approving Personnel Actions as presented.

Faisal moved, Heddens seconded the approval of Consent Agenda as listed.

1. Iowa Communities Assurance Pool (ICAP) Renewal Application, effective 7/1/23-6/30/24, for \$432,367.00
2. Renewal and Support Fees between Story County and CDW-Government for Zoom, effective 5/27/23-5/26/24, for \$7,285.00
3. Updated Compensation Rates for temporary election staff in the Auditor's Office
4. Updated Compensation Rates for Township Officials, pursuant to *Code of Iowa* §359.46 and §359.47
5. Annual Maintenance Support between Story County and Tyler Technologies for CivilServe, effective 6/8/23-6/7/24, for \$6,518.34
6. Appointment of Douglas Sargent to the Commission of Veteran Affairs for a three-year term ending 6/30/26
7. Acknowledgement of Compensation Board appointments, effective 7/1/23-6/30/27, for the following elected officials: Attorney - Nathan Hostetter; Board of Supervisors - John Klaus; Recorder - Rich Parker; Treasurer - Joe Cahill
8. Resolution #23-102, Pay Rates for Election Officials
9. FY24 Provider and Program Participation Agreement with Heart of Iowa Regional Transit Agency (HIRTA), effective 7/1/23-6/30/24: Transportation-County (not to exceed \$115,000.00) \$137.27/one-way trip; Transportation-City of Ames (not to exceed \$13,000.00) \$17.75/one-way trip
10. FY24 Provider and Program Participation Agreement with Mary Greeley Medical Center (MGMC) Home Health Services, effective 7/1/23-6/30/24: Community Clinics and Health Education (not to exceed \$112,000.00) \$150.00/one clinic hour; In Home-RN Skilled Nursing (not to exceed \$106,900.00) \$285.00/one visit; Homemaker/Home Health Assistance (not to exceed \$129,200.00) \$42/one hour; In-Home Hospice (not to exceed \$25,000.00) \$270.00/one day (24 hours)
11. FY24 Provider and Program Participation Agreement with The Community Academy, effective 7/1/23-6/30/24: Out of School Program (not to exceed \$5,375.00) \$58.04/one partial day (three hours)
12. FY24 Provider and Program Participation Agreement with Central Iowa Retired Senior Volunteer Program (RSVP), effective 7/1/23-6/30/24: Volunteer Management (not to exceed \$22,000.00) \$4.94/one volunteer hour; Disaster Services-Volunteer Management for Emergencies (not to exceed \$1,700.00) \$31.58/one staff hour; Transportation (not to exceed \$7,000.00) \$17.83/one-way trip
13. Contract between Iowa State University and Sheriff's Office for law enforcement services, effective 7/1/23-6/30/24, for \$65.00/hour for Deputies and \$32.50/hour for Reserve Deputies
14. Renewal Class C Retail Alcohol License for La Finquita LLC, 68168 US Highway30, Colo, Iowa, effective 8/17/23-8/16/24, including catering, outdoor service, and Sunday service
15. Resolution #23-101, FY24 Pay Resolution
16. ArcView Maintenance between Story County and Esri, Inc., effective 9/23-9/24, for \$23,430.00
17. Contract between the Sheriff's Office and Iowa Multisport for traffic control, effective 6/25/2023, for \$65.00 per hour
18. Resolution #23-100, Setting a Date and Time for Public Hearing on 6/27/23, for Consideration of a Perpetual Right-of-Way and Easement to the City of Ames
19. Service Agreement with Rent.Fun LLC For placement of kayak and paddleboard rental stations at Hickory Grove Lake and Dakins Lake for \$30,000.00 (FY24 Budget)
20. Contract with Snyder & Associates for Design Services for paving the Heart of Iowa Nature Trail (HOINT) between 620<sup>th</sup> Avenue (S14) and Highway 65 in Collins for \$240,000.00
21. Renewal of Fiscal Agent Agreement between Story County and BooSt Together for Children, effective 7/1/23-6/30/24
22. Utility Permits: #23-7006, #23-7036

Roll call vote. (MCU)

**RENEWING MEMBERSHIP IN IOWA DRAINAGE DISTRICT ASSOCIATION:** Murken provided background information. The Board concurred membership benefits do not warrant cost. No action taken.

**FY23 SHERIFF'S OFFICE OPERATIONAL CARRYOVER TO SUPPLEMENT RANGE HOUSE CONSTRUCTION (PART OF THE FY24 CAPITAL IMPROVEMENTS PLAN (CIP)):** Sheriff Paul Fitzgerald asked the Board to carryover \$110,000.00 in unspent FY23 general fund dollars, currently appropriated in the Sheriff's budget, to the FY24

Range House Construction project, currently included in the FY24 CIP. Faisal asked about the recently-constructed outbuilding at the range. Captain Nick Lennie, reported on its size, usage, and cost. Total cost was reported at \$21,000.00. Discussion took place about the new building and the proposed range house. Fitzgerald stated forfeiture funds can be used. Additional discussion took place. Faisal moved, Heddens seconded that the Board move forward with the current \$1M budget for the range house with overages covered by forfeiture funds or special law enforcement funds. Murken stated all funding is subject to appropriation. Roll call vote. (MCU)

**SEATBELT/RESTRAINT POLICY (REQUESTING WAIVER OF SEVEN-DAY REVIEW):** Alissa Wignall, Human Resources and Internal Operations Director, reported on seat belt restraint policy. Heddens moved, Faisal seconded the approval of the Seatbelt/Restraint Policy and waived seven-day review. Roll call vote. (MCU)

**INFORMATION TECHNOLOGY QUARTERLY REPORT:** Director Barb Steinback reported on phones, bandwidth concerns, hardware updates, additional cabling, desktop computer replacement schedule, backup facility, space needs, service tickets, and email/internet security system.

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

Heddens moved, Faisal to adjourn at 11:24 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda  
Administration Building  
900 6th St., Nevada, IA  
6/13/23

1. SPECIAL NOTE TO THE PUBLIC: This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

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

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

Join from a PC, Mac, iPad, iPhone or Android device:

Please click the link below to join the webinar:

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[PWD=NFDNVVPRZHPJB0HMEWW5VFDTVVRTZZ09](https://us02web.zoom.us/j/81909605844?pwd=NFDNVVPRZHPJB0HMEWW5VFDTVVRTZZ09)

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US: +13017158592,,81909605844#,,,,\*117434# or  
+13052241968,,81909605844#,,,,\*117434#

Or Telephone:

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

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312  
626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 253 205 0468 or +1  
253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or  
+1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833  
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2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:

5. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda

6. AGENCY REPORTS:

I. Emergency Management Quarterly Report - Melissa Spencer

Department Submitting Auditor

Documents:

EM QTR.PDF

II. The Salvation Army Annual Report - Kathy Pinkerton

Department Submitting Auditor

Documents:

SALVATION ARMY.PDF

III. Storytime Childcare Center Annual Report - Jayne Underhill, Director

Department Submitting Auditor

7. Consideration Of Proclamation Recognizing June 19 As Juneteenth In Story County

Department Submitting Board of Supervisors

Documents:

JUNETEENTH.PDF

8. CONSIDERATION OF MINUTES:

I. 6/6/23 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 6/18/23, in a) Treasurer's Office for Ardis Baldwin @ \$38.40/lump sum; 2) re-hire, effective 6/20/23, in a) Facilities Management for William LaPage @ \$2,328.15/bw.

Department Submitting HR

10. CONSENT AGENDA:

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

I. Consideration Of Iowa Communities Assurance Pool (ICAP) Renewal Application Effective 7/1/23-6/30/24 For \$432,367.00

Department Submitting Board of Supervisors

Documents:

FY24 ICAP RENEWAL.PDF

II. Consideration Of Renewal And Support Fees Between Story County And CDW Government For Zoom Effective 5/27/23 – 5/26/24 For \$7,285.00 (Budgeted)

Department Submitting Information Technology

Documents:

CDW ZOOM RENWAL.PDF

III. Consideration Of Updated Compensation Rates For Temporary Election Staff In The Auditor's Office

Department Submitting Auditor

Documents:

ELECTION TEMPS.PDF

IV. Consideration Of Updated Compensation Rates For Township Officials, Pursuant To Code Of Iowa §359.46 And §359.47

Department Submitting Auditor

Documents:

TWP COMPENSATION.PDF

V. Consideration Of Annual Maintenance Support Between Story County And Tyler Technologies For CivilServe Effective 6/8/23 - 6/7/24 For \$6,518.34 (Budgeted)

Department Submitting Information Technology

Documents:

CIVILSERVE RENWAL.PDF

VI. Consideration Of Appointment To Commission Of Veteran Affairs For A 3 Year Term Ending 6/30/26 - Douglas Sargent

Department Submitting Board of Supervisors

Documents:

NOTICE OF APPT.PDF  
SARGENTAPP.PDF

- VII. Acknowledgement Of Compensation Board Appointment Effective 7/1/23-6/30/27 For The Following: Attorney - Nathan Hostetter; Board Of Supervisors - John Klaus; Recorder - Rich Parker; Treasurer - Joe Cahill

Department Submitting Auditor

Documents:

COMP BRD.PDF

- VIII. Consideration Of Resolution #23-102, Pay Rates For Election Officials

Department Submitting Auditor

Documents:

RES 23 102.PDF

- IX. Consideration Of FY24 Provider And Program Participation Agreement With HIRTA Effective 7/1/23-6/30/24

HIRTA-Transportation County (Not to exceed \$115,000) \$137.27/One Way Trip;  
Transportation City of Ames (Not to exceed \$13,000) \$17.75/One Way Trip

Department Submitting Board of Supervisors

Documents:

HIRTAFY24.PDF

- X. Consideration Of FY24 Provider And Program Participation Agreement With MGMC Home Health Services Effective 7/1/23-6/30/24

MGMC Home Health Services-Community Clinics and Health Education (Not to exceed \$112,000) \$150.00/1 Clinic Hour; In Home-RN Skilled Nursing (Not to exceed \$106,900) \$285.00/1 Visit; Homemaker/Home Health Assistance (Not to exceed \$129,200) \$42/1 Hour; In-Home Hospice (Not to exceed \$25,000) \$270.00/1 Day (24 Hours)

Department Submitting Board of Supervisors

Documents:

MGMCFY24.PDF

- XI. Consideration Of FY24 Provider And Program Participation Agreement With The Community Academy Effective 7/1/23-6/30/24

The Community Academy-Out of School Program (Not to exceed \$5,375) \$58.04/1 Partial Day (3 Hours)

Department Submitting Board of Supervisors

Documents:

THECOMMUNITYACADEMYFY24.PDF

- XII. Consideration Of FY24 Provider And Program Participation Agreement With Central Iowa RSVP Effective 7/1/23-6/30/24  
Central Iowa RSVP-Volunteer Management (Not to exceed \$22,000) \$4.94/1 Volunteer Hour; Disaster Services-Vol Mgmt. for Emergencies (Not to exceed \$1,700) \$31.58/1 Staff Hour; Transportation (not to exceed \$7,000) \$17.83/One Way Trip

Department Submitting Board of Supervisors

Documents:

RSVPPFY24.PDF

- XIII. Consideration Of Contract Between Iowa State University And The Story County Sheriff's Office Effective 7/1/2023 - 6/30/2024 For \$65.00/Hour For Deputies And \$32.50/Hour For Reserve Deputies

Department Submitting Sheriff

Documents:

ISU CONTRACT.PDF

- XIV. Consideration Of Renewal Class C Retail Alcohol License For La Finquita LLC, 68168 US 30, Colo, Effective 8/17/23-8/16/24 Including Catering, Outdoor Service, And Sunday Service

Department Submitting Auditor

Documents:

LA FINQUITA.PDF

- XV. Consideration Of Resolution #23-101, FY'24 Pay Resolution

Department Submitting Human Resources

Documents:

FY24 PAY RESOLUTION.PDF

- XVI. Consideration For ArcView Maintenance Between Story County And ESRI, Inc Effective 9/23-9/24 At \$23,430.00

Department Submitting Auditor

Documents:

ESRI.PDF

XVII. Consideration Of Contract Between Sheriff's Office And Iowa Multisport For Traffic Control, Effective 6/25/2023, For \$65.00 Per Hour

Department Submitting Sheriff

Documents:

CONSIDERATION OF CONTRACT BETWEEN SHERIFFS OFFICE AND IOWA MULTISPORT.PDF

XVIII. Consideration Of Resolution #23-100 Setting A Date And Time For Public Hearing On June 27, 2023, For Consideration Of A Perpetual Right Of Way And Easement To The City Of Ames

Department Submitting Board of Supervisors

Documents:

RES23100.PDF

XIX. Consideration Of Service Agreement With Rent.Fun LLC For Placement Of Kayak And Paddleboard Rental Stations At Hickory Grove Lake And Dakins Lake For \$30,000 (FY24 Budgeted)

Department Submitting Conservation

Documents:

RENTFUN AGREEMENT.PDF

XX. Consideration Of Contract With Snyder & Associates For Design Services For Paving The Heart Of Iowa Nature Trail Between 620th Avenue (S-14) And Highway 65 In Collins For \$240,000  
Consent

Department Submitting Conservation

Documents:

SNYDER CONTRACT.PDF

XXI. Consideration Of Renewal Of Fiscal Agent Agreement Between Story County And BooSt Together For Children Effective 7/1/23-6/30/24

Department Submitting Auditor

Documents:

BOOST.PDF

XXII. Consideration Of Utility Permit(S): #23-7006, #23-7036

Department Submitting Engineer

Documents:

UT 23 7006.PDF  
UT 23 7036.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Renewing Membership In Iowa Drainage District Association - Linda Murken

Department Submitting Board of Supervisors

Documents:

IOWADRAINAGEDISTRICTASSOC.PDF

II. Discussion And Consideration Of FY22/23 Sheriff's Office Operational Carryover To Supplement CIP Training Center FY23/24 - Fitzgerald And Lennie

Department Submitting Sheriff

Documents:

OPERATIONAL CARRY OVER.PDF

III. Discussion And Consideration Of Seatbelt/Restraint Policy (Requesting 7 Day Review Be Waived) - Alissa Wignall

Department Submitting Human Resources

Documents:

SEATLBELT POLICY DRAFT.PDF

13. DEPARTMENTAL REPORTS:

I. Information Technology Quarterly Report - Barb Steinback

Department Submitting Auditor

Documents:

IT QTR.PDF  
IT QTR 2.PDF

14. OTHER REPORTS:

15. UPCOMING AGENDA ITEMS:

16. PUBLIC COMMENT #2:

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

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

18. 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  
6/13/23

NAME

AGENCY

Greg Pillapp  
Sandra King  
Barb Speinback  
Wayne Underhill  
Kathy Pinkerton  
Paul H. Fitzgerald  
Nick Lennie  
Anto Clemens

Ames Chamber  
BoS  
SE IT  
Stoneware Childcare  
The Salvation Army  
Sheriff  
Sheriff's office  
Booster Troop for Children

# PROCLAMATION JUNETEENTH

June 19<sup>th</sup>, 2023

**WHEREAS**, on January 1, 1863, President Abraham Lincoln's Emancipation Proclamation went into effect, declaring 3.5 million enslaved African Americans in Confederate states to be free; and

**WHEREAS**, on June 19, 1865, two and a half years after Lincoln's signing of the Emancipation Proclamation, Major General Gordon Granger led Union Soldiers into Galveston, Texas to bring news that the Civil War had ended and to read General Order #3 which stated that all enslaved African American people were free and entitled to absolute equality of personal and property rights; and

**WHEREAS**, following his statement, June 19 (Juneteenth) became the emancipation date of those long deprived of freedom; and

**WHEREAS**, Juneteenth commemorates the strength and courage of African Americans, the contributions of African Americans to the building of American institutions, wealth and innovations, and their ultimate triumph over extreme adversity

**WHEREAS**, Juneteenth is a time for reflection and rejoicing, it is also a time for assessment of progress still needed, and

**WHEREAS**, the Story County Board of Supervisors acknowledges this shared history and commits itself to the principles of equity and justice.

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim June 19<sup>th</sup>, 2023 as JUNETEENTH in Story County, Iowa and urge all citizens to recognize this day, participate in dialogue with one another about its significance and collectively help further the promise of freedom and equality for all.

SIGNATURE

DATE

6/13/23

SIGNATURE

DATE

6-13-23

SIGNATURE

DATE





STORY COUNTY EMERGENCY MANAGEMENT AGENCY
900 6TH STREET, NEVADA, IA 50201
PH: (515) 382-7315 FAX (515)382-7328
EMAIL: storycntyiaem@storycountyiowa.gov
WEB SITE: www.storycountyiowa.gov/ema

Melissa Spencer, Coordinator

Board of Supervisors Update

As of March 10, 2023

Response:

On April 24th, the Coordinator responded to a large apartment fire at 710 S 11th Street in Nevada to provide assistance to individuals who were displaced by the fire. We activated Red Cross who assisted three families who could not return to their apartments.

Several severe thunderstorms have impacted Story County since March. Three separate storms brought high winds and golf ball size hail to locations all across Story County. The storm on May 7th caused the most significant damage to the Collins area with golf ball and base ball size hail affecting every structure in the community and surrounding area. A 30-hour power outage also affected Collins due to electric transmission lines being knocked down due to high winds. The Commission signed a disaster declaration which allowed the Iowa Disaster Assistance Program to be activated. As of this report, seven individuals from Story County have applied for assistance. The Iowa program provides up to \$5,000 of assistance to families and individuals who meet the 200% of the poverty level guideline. Program information was shared to all communities and through social media. Story County residents can apply online through Mid Iowa Community Action with applications due by June 23rd.

Preparedness:

Planning

The first meeting to update the Story County Multi-Jurisdictional Hazard Mitigation Plan was held on March 29th. This meeting provided an overview of the planning process and the expectation going forward. Jurisdictions and school districts were provided their planning guides to provide updated mitigation capability information.

Part of the planning process is to engage the public. This was accomplished with a survey that asked the public to tell us what they believe the greatest risks are to their community and Story County. The survey was open from March 24th through May 15th with 50 responses.

The next meeting is scheduled for June 29th from 6-8PM and will be hosted via Zoom. The focus of the second meeting will be conducting individual risk assessments for jurisdictions and school districts. We will have the Story County Public Meeting Room open and available if the public or any partners wish to view the meeting with a group.

SCEMA Deputy Coordinator completed updates to Emergency Support Functions (ESFs) Annexes 10 (HAZMAT) and 11 (Agriculture, Natural Resources, & Domestic Animals) as part of the continual update process for the Story County Emergency Operations Plan. He developed a new SCEMA security policy a

PREVENTION PREPAREDNESS RESPONSE RECOVERY MITIGATION

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Ames - Cambridge - Collins - Colo - Gilbert - Huxley - Kelley - McCallsburg - Maxwell- Nevada
Roland - Sheldahl - Slater - Story City - Story County - Zearing

new Public Outreach program. David continues to work with the Central Iowa Retired and Senior Volunteer Program to develop a Volunteer Program which covers the establishment and management of a Volunteer Reception Center during emergencies. David is facilitating the development of SCEMA's Strategic Plan and will host the second of three Strategic Planning Committee meetings on June 21<sup>st</sup>. He is continuing to work on the development of a Multi-Agency Resource Center (MARC) plan, ESF-specific training for Emergency Operations Center (EOC staff), a targeted outreach plan for FY24, and an overarching Preparedness document for the SCEMA.

Intern Samantha Scharper is continuing her work on the Family Assistance Center plan and will be conducting planning meeting with strategic partners over the next few months. Samantha is also working with The Salvation Army in Ames to develop a physical donation plan for the County. Development of these projects would not be possible without her assistance.

RAGBRAI planning has started for activities outside of Ames & ISU. Spencer hosted a Zoom meeting on 05/31 bringing together public safety partners along the route to discuss public safety issues for arrival and departure of riders. It is anticipated that riders will start arriving from Carroll around 3pm with most riders in Ames by 6PM. The departure is expected to start around 6AM for Slater along 510<sup>th</sup> Ave/R-38. Departure times could be earlier if the weather is exceptionally hot. Slater is planning to serve breakfast starting at 6AM and will wrap all activities at Noon with riders expected to leave Story County at that time. More information will be coming as planning continues.

### **Training**

On April 1<sup>st</sup>, Spencer participated in a presentation at the Iowa Fire School with Ames Fire Chief Rich Higgins, and Lane Sekavec from Union Pacific about the Ames train derailment. The training focused on the response and coordination between the agencies during the event. The class initially did not have interest but once the East Palestine train derailment happened the class filled to the max of 30 people.

On April 3<sup>rd</sup>, The National Weather Service provided their annual Severe Weather Spotter Training at the SCORE Pavilion with about 50 people in attendance. This presentation educated the public on how to recognize different severe weather events and how to stay safe if they choose to become spotters. Thank you to Nevada Fire Department for providing the pavilion space at no charge.

On April 29<sup>th</sup>, Scharper hosted a training at Grace Church in Huxley for the Story Count Rapid Action Teams for Sheltering (RATS) with representatives from the Story City Harvest E-Free Church, Huxley Grace Church and Ames First Christian Church. A refresher training was provided along with a hands-on exercise to set up the shelter and register clients. Scharper is providing training on June 12<sup>th</sup> to a new team from the Colo United Methodist Church. This will be the first team in the eastern half of Story County.

In April, Spencer provided administrator training to the Story County Sheriff's Office Telecommunicators on the Story County Iowa Alerts System. They will now be able to send their own emergency messages on any shift and not require assistance from our office. This also builds redundancy for our agency as they have the same alerting permissions.

Spencer attended the annual Iowa Emergency Management Association, University of Okoboji Conference May 10-12. The STAR1 Team from Story County was a featured speaker and talked about

the valuable search & rescue capabilities they can provide. There was a significant emphasis on mental health and self-care over the three-day conference.

### **Exercises**

Story County participated in the state-wide tornado drill on March 29<sup>th</sup>. This drill is an opportunity for the Communications Centers to test all outdoor warning sirens across the county and for the SCEMA to review internal severe weather procedures. There were very few sirens that did not activate and most were repaired and retested within a few days.

Story County Emergency Operations Center (EOC) and the Ames Incident Command Center (ICC) participated in a day long exercise on April 27<sup>th</sup>. The exercise was a terrorist event with the bombing of a building and a subsequent attack on the water system. Communications between the EOC and ICC along with internal communications and resource tracking were the most prominent after-action items. The improvement actions from this exercise will drive EOC training activities for the next several years. The Homeland Security Grant Program made it possible to hire Crawford and Associates LLC to develop and conduct the exercise.

On May 18<sup>th</sup>, staff participated in a district wide table top exercise to discuss the new planning changes for Emergency Support Function (ESF) 14- Business/Infrastructure plan. This ESF was previously the Long Term Recovery plan which has now changed to 6 individual Recovery Support Functions that will be developed over the next 5 years.

### **Operations**

On March 30<sup>th</sup>, Spencer provided a briefing to a dozen Story County high school students taking courses at DMACC about Emergency Management is and what we are responsible for. Retired Story County Sheriff's Office Captain Barry Thomas is their professor. As a result of this training, Spencer was interviewed by Parker Curtis from Roland-Story more specifically about the job of emergency management for his class.

Spencer participated in a continued research program with Dr. Rui Chen from Iowa State University on how IT solutions can be integrated in to Emergency Operations Center operations. We have participated in two previous research interviews with him.

Spencer and Supervisor Murken met with John Hollinrake from Joni Ernst's office to discuss federal issues and programs that affect the local level. The topics of discussion were FEMA hazard mitigation planning and how to streamline the process to make a useful plan and also two initiatives at the federal level that increase the capability of the National Weather Service to improve weather forecasting and communications at the local level.

### **Looking Forward**

Spencer will be participating in a research program with Kevin Miller who is pursuing his Doctorate in the School of Public Service & Education with Capella University on household preparedness in the rural setting.

We will finish our planning, training and exercise requirements for FY23 in July and August and start the FY24 requirements in October.

Per request of the Story County Local Planning Committee, we are looking to schedule a Business Continuity class and a Hostile Intruder Train the Trainer Class. More information to come once dates are a scheduled.



## THE SALVATION ARMY OF AMES & STORY COUNTY AMES SERVICE CENTER

703 E. Lincoln Way  
Ames, IA 50010  
Office: 515.233.3567  
Fax: 515.233.3713

Date: 6/13/22  
To: Story County Board of Supervisors  
From: Kathy Pinkerton  
Subject: Annual Funding Report

MAJOR GREG THOMPSON  
MAJOR LEE ANN THOMPSON  
*Divisional Leaders*

MAJOR BUTCH FROST  
*Capital Iowa Area Coordinator*

KATHY PINKERTON  
*Service Center Coordinator*

The Salvation Army of Story County greatly appreciates the funding provided to our Ames Service Center each year. The Service Center has been open for 11 years, and we have been providing services to Story County residents in various capacities for over 20 years. Ongoing programs include a Food Pantry and emergency food boxes (called Market, a Homelessness Prevention Program (rent/utility assistance), a Financial Assistance Services through our Representative Payee Program, an Emergency Disaster Services Program (for help before, during, and after a disaster), a Family Hygiene Pantry (offering hygiene and cleaning supplies as well as diapers and wipes), and a Temporary Emergency Shelter program (through hotel/motel vouchers). This year we added an emergency financial assistance program called "What IFS" to help Story County residents with unplanned/unforeseen expenses that if left unpaid could cost them their job, home, or health.

We received Story County Funding through ASSET for hunger relief and Emergency Disaster Services in FY 22/23. Funds for all of these services have been utilized and billed for.

### Hunger Relief:

- Story County residents are able to use The Food Pantry every 30 days providing them with non-perishable/shelf stable food items such as canned foods, pasta, peanut butter, cereal, macaroni and cheese, etc. Pantry clients also receive 3 to 5 frozen meat choices (depending on our supply). We also offer our Doing The Most Good Market to residents 2 times per week – the Market includes perishable items such as fresh produce, bread/bakery items, dairy and other pre-packaged items. Between July 1, 2022 and May 31, 2023, we served a total of 14,434 people through visits to the pantry and Market. Based on June numbers so far, it is likely we will surpass our FY21/22 numbers by over 5000 individuals. Our FY21/22 numbers were over 4000 higher than our FY20/21 numbers – that's over 9000 additional individuals in a 2 year span. We are continuing to see more and more new families each month, and our numbers keep rapidly increasing each month due to high food and gas prices, increased utility and rent costs, and the significant dip in the economy. In order to better serve the growing number of individuals in need, we recently leased 707 and 711 E Lincoln Way/ This additional 2800 square feet of space allows us to store more food which increases our ability to buy in bulk as well as to accept additional food donations. Individuals served live throughout Story County.
- In addition to the individuals and families we provide food to through the Pantry and Market, we also support food pantries county-wide by sharing our food. We provide to other Ames pantries as well as Cambridge, Colo, Nevada, Story City and Zearing by giving sandwiches, eggs, meat, produce and other items that we have extra of. In addition, to The Bridge Home, Martha's House of Hope, and Romero House.
- We offer scheduled deliveries two times per month, and also make deliveries throughout the week upon request when possible.
- This program is supported with funding from Story County, the City of Ames, United Way, Food Bank of Iowa, and private donations. We also receive food donations 3 days per week from area Kum & Go stores and Starbucks, and daily from the Walmart on North Grand in Ames and the Ames Fareways. Additional support comes from many local food drives and individual donations.
- The pantry is successful due to the devotion of many volunteers. Over 2500 volunteer hours will have been served in our food pantry by the end of FY22/23!

### Emergency Disaster Services

- In FY22/23 we provided disaster preparedness education for 2 agencies, and we are part of the Story County Emergency Response Team and the Disaster Coalition (food and shelter services). Fortunately we did not have to assist with any large scale disasters this year, but we remain on call in the event any occur. Along with our Disaster Response services, we are currently working with Story County Emergency Services to become the donation repository in the event of a large-scale disaster. We maintain a supply of



DOING THE MOST GOOD™

"...THERE IS NO REWARD EQUAL TO THAT OF DOING THE MOST GOOD TO THE MOST PEOPLE IN THE MOST NEED." – EVANGELINE BOOTH

- 50 clean-up kits that contain 5 gallon buckets, a variety of cleaning solutions, sponges, squeegees, and mops. We also maintain a supply of fire blankets, plastic blankets and pillows, fans, and disposable gloves. By becoming a repository, we would also take on donations during times of need. The additional space at 707/711 E Lincoln Way provides us with a temperature controlled area to collect and disburse items.
- The Salvation Army also responds to individual disasters such as house or apartment fires. We assisted 8 families who were displaced due to fires (6 in Ames and 2 in Nevada) this fiscal year by getting them shelter, new residences, and replacing furnishings, food, toiletries, bedding, etc.

We also provide other programs not currently funded by Story County. These programs as described below to provide a complete picture of how The Salvation of Army of Story County serves residents.

**Temporary Shelter:** The Salvation Army assists individuals and families experiencing homelessness by providing hotel/motel stays for brief periods of time (usually from 1 to 14 nights, but occasionally as long 21 nights. This program assists with overflow shelter when The Bridge Home or ACCESS shelters are full. The program also assists with transition time between maxing out time in a longer term shelter and being able to move into permanent housing. We also provide motel stays for individuals referred by substance abuse treatment agencies while they wait for an inpatient bed to open up. Finally, this program assists families/individuals that might not be able to be served in a group shelter situation or those with higher medical needs or disabilities that need a room to themselves. In FY22/23, we served 64 households (125 individuals including 32 children) for 661 nights.

**Representative Payee Program:** We manage Social Security benefits for people deemed unable to manage their benefits by either the courts or SSA. We help each client prepare a monthly budget to assure that food, clothing, shelter, utilities, dental/medical care, and personal necessity items are paid for before issuing spending money. We are currently working with 51 Story County clients and do not have a waiting list. Our Representative Payee Coordinator excels in her job and received all excellent reviews in our Rep Payee customer survey. Over 3390 hours have been dedicated to this program so far this fiscal year; volunteers have provided 487 of these hours with the rest provided by 3 staff in the Ames Service Center.

**Family Hygiene Pantry**

- We provide hygiene products such as soap/body wash, shampoo, deodorant, toothpaste, toothbrushes, and toilet paper etc. to individuals 1 time per month (depending on availability).
- We also provide cleaning supplies such as dish soap, laundry detergent, bleach, sanitizing wipes, paper towels, etc. to households 1 time per month.
- Families with service animals or support animals can receive pet food/supplies from us once per month depending on availability.

**Angel Tree Christmas Program:** in December of 2022 we provided 461 children age 0-12 from 199 families with Christmas presents, books, games, and clothing items as well as gift cards for a holiday meal.

As noted in the program descriptions, we rely on volunteers in order to make all of our programs successful. A partnership with Retired Senior Volunteer Program provides many of our volunteers, but we also get assistance from local businesses and agencies who send volunteers to us. They help in the Food Pantry, Representative Payee Program, and with our Christmas activities.

Thank you again for your support over the years. If you should have any questions, please feel free to contact me at [kathy.pinkerton@usc.salvationarmy.org](mailto:kathy.pinkerton@usc.salvationarmy.org) or by phone at 515-233-3567 Ext. 1.

Sincerely,

Kathy Pinkerton  
 Site Administrator  
 The Salvation Army of Ames & Story County



**Iowa Communities Assurance Pool**

**INVOICE**

**FOR**

**Story County**

**Anniversary Date: 07/01/2023**

**12951 University Ave, Ste 120  
Clive, IA 50325  
[www.icapiowa.com](http://www.icapiowa.com)**



## Member Invoice

Member Name: Story County  
Policy Number: R0432PC2023-3

Anniversary Date: 07/01/2023

<u>Coverage</u>	<u>Limit of Coverage</u>	<u>Contribution</u>
General Liability	\$2,000,000	\$53,458
Auto Liability	\$2,000,000	\$23,022
Law Enforcement Liability	\$2,000,000	\$90,206
Public Officials Liability	\$2,000,000	\$32,022
Excess Liability	\$13,000,000	\$52,440
Property	\$83,593,886	\$152,612
Equipment Breakdown	Included	Included
Crime	\$10,000	\$0
Marketing and Administration Fees		\$28,607
<b>TOTAL CONTRIBUTION</b>		<b>\$432,367</b>

**MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:  
07/01/2023**

Payment for this invoice can be submitted electronically via the ICAP website. Please visit [www.icapiowa.com](http://www.icapiowa.com) and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.



## Commitment to Continue Membership

I, Story County, do hereby affix my signature to this form and promise to submit the contribution of \$432,367.00 (less attached vouchers if applicable) by 7/16/2023. In order to fulfill this commitment, our payment will be received by the Iowa Communities Assurance Pool, at the address on this form, no later than 7/17/2023.

*Linda Murken, vice -*  
Printed Name Latifah Faisal, Chair, Board of Supervisors  
Signature *Latifah Faisal*  
Date 6/13/23

Iowa Communities Assurance Pool  
12951 University Ave, Ste 120  
Clive, IA 50325



## Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact:	<u>Latifah Faisal</u>	Alternate Contact:	<u>Linda Murken</u>
Title:	<u>Vice-Chair</u>	Title:	<u>Vice Chair</u>
Address:	<u>900 - 6th St.</u>	Address:	<u>900 - 6th St.</u>
Address:	<u></u>	Address:	<u></u>
City, State, Zip:	<u>Nevada, IA 50201</u>	City, State, Zip:	<u>Nevada, IA 50201</u>
Email:	<u>lfaisal@storycountyiowa.gov</u>	Email:	<u>lmurken@storycountyiowa.gov</u>
Telephone:	<u>515-382-7203</u>	Telephone:	<u>515-382-7202</u>

In witness whereof, this proxy was executed on the 13<sup>th</sup> day of June, in the year 2023, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:

Governmental Subdivision: Story County

Member ICAP #: 0432

By: Linda Murken, Vice-Chair

Title: Chair, Board of Supervisors

By: \_\_\_\_\_

(City Clerk/County Auditor/Board Secretary)



### Anniversary Information Acknowledgement

The undersigned representative of the Story County acknowledges that he/she:

- Reviewed the information provided on all Iowa Communities Assurance Pool applications and all applicable supplemental applications.
- Reviewed all applicable property and vehicle schedules.
- Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.

*N/A*  Reviewed the optional coverage(s) offered by the Iowa Communities Assurance Pool for increased limits. After consideration of the coverage(s) offered and the contribution for same, Story County has elected to:

*N/A*  Waive any and all coverage(s) and any applicable contribution charges. Story County understands that to add increased limits coverage in the future, it will be subject to Iowa Communities Assurance Pool's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, Story County will not hold the Iowa Communities Assurance Pool responsible for this decision to waive optional coverage(s).

*N/A*  Accept the increased limits: \_\_\_\_\_ (Limit of Liability Accepted)

Executed on the 13<sup>th</sup> day of June, in the year 2023, by the undersigned duly authorized officer of the Governmental Subdivision Story County indicated below:

By: *Shadduckey vice-chair*

Title: *Chair, Board of Supervisors*

Member: Story County  
Member Number: 0432  
Anniversary Date: 07/01/2023



## Quote Summary

Story County

Anniversary Date: 07/01/2023

Coverage	Contribution	Limit of Coverage	Deductible	Retroactive Date	Coverage Effective
General Liability	\$53,458	\$2,000,000	\$10,000	07/01/2023	7/1/2023
Auto Liability	\$23,022	\$2,000,000	\$0	07/01/2023	7/1/2023
Law Enforcement Liability	\$90,206	\$2,000,000	\$10,000	07/01/2023	7/1/2023
Public Officials Liability	\$32,022	\$2,000,000	\$10,000	07/01/2023	7/1/2023
Excess Liability	\$52,440	\$13,000,000		07/01/2023	7/1/2023
Property	\$152,612	\$83,593,886	See Schedule	07/01/2023	7/1/2023
Equipment Breakdown	Included	Included			Included
Crime	\$0	\$10,000	\$500	07/01/2023	7/1/2023
<b>TOTAL CONTRIBUTION</b>	<b>\$403,760</b>				
Agency Fee	\$24,561				
CRMS	\$4,046				
<b>FINAL CONTRIBUTION</b>	<b>\$432,367</b>				

Payment for this invoice can be submitted electronically via the ICAP website. Please visit [www.icapiowa.com](http://www.icapiowa.com) and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.

*This quotation expires on the Proposed Effective Date.*

REMIT PAYMENT TO: \_\_\_\_\_

**INVOICE**

ACH INFORMATION:  
THE NORTHERN TRUST  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com  
ROUTING NO.: 071000152  
ACCOUNT NAME: CDW GOVERNMENT  
ACCOUNT NO.: 91057



**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
ZR00355821	05/25/2023	8484660
PAYMENT TERMS		
Net 30 Days		
DUE DATE	AMOUNT DUE	
06/24/2023	<b>\$7,285.00</b>	

206 1 MB 0.531 E0185X 10278 D11051202570 S2 P9701632 0001:0001



CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



STORY COUNTY INFORMATION TECHNOLOGY  
BARBARA STEINBACK  
ADMINISTRATION BLDG  
900 6TH ST  
NEVADA IA 50201-2004

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

LINE#	ITEM DESCRIPTION	SERVICE PERIOD	RATE PLAN	PRICE	UOM	QTY	NET AMOUNT
1	ZOOM Video Zoom Meetings - Business Licenses	05/27/2023 - 05/26/2024	PAR1-BIZ-BASE-NH1Y - Recurring	199.90	Each	30.00	5,997.00
2	ZOOM Video Zoom Add-on Webinar License -	05/27/2023 - 05/26/2024	PAR1-WEB-500-FL1Y - Recurring	1,288.00	Each	1.00	1,288.00

**APPROVED** **DENIED**  
Board Member Initials: *mm*  
Meeting Date: 6/13/23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Microsoft CSP Subscription Service Period Update:**  
If your Microsoft CSP subscription is with CDW, you should know that we've recently made changes to the Service Period dates shown on Invoices to align with your subscription period. The Service Period dates used to reflect the previous calendar month. Going forward, the Service Period dates will reflect a billing cycle based on the actual subscription service dates with Microsoft. Note that this change only impacts Microsoft CSP and the Service Period dates shown on the Invoice and does not impact renewal dates, billing rates or billing frequency. This will be in effect upon activation for all new CSP subscriptions. For existing subscriptions, the change will take effect at the time of renewal. At renewal, you may see two lines on the invoice: one that covers the prior calendar month and a second line that covers any 'gap' period to align with the new Service Period.

<b>ACCOUNT MANAGER</b> Neal Zolt 608.288.3000 Nealzolt@cdw.com	<b>SUBTOTAL</b>	<b>\$7,285.00</b>
<b>PURCHASE ORDER</b> 5200033	<b>SALES TAX</b>	<b>\$0.00</b>
	<b>AMOUNT DUE</b>	<b>\$7,285.00</b>

Cage Code Number 1KH72  
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified  
CDW GOVERNMENT FEIN 36-4230110

**HAVE QUESTIONS ABOUT YOUR ACCOUNT?**  
PLEASE EMAIL US AT [billingquestions@cdw.com](mailto:billingquestions@cdw.com)  
VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)





**LUCY MARTIN**  
**Story County Auditor**  
**and**  
**Commissioner of Elections**

To: Board of Supervisors  
From: Lucy Martin *LM*  
Date: June 5, 2023  
Re: proposed compensation for temporary election staff

In order to recruit and retain qualified temporary election staff, I propose setting the hourly wages as follows:

<b>Title/Duty</b>	<b>Rate of Pay</b>
Election Technician	\$18.00/hour
Office Temporary	\$18.00/hour

Effective date is July 1, 2023. As discussed in the budget work session in January, this increase is factored into budget estimates for FY24.

Thank you for your consideration.

**APPROVED** **DENIED**  
Board Member Initials: *LM*  
Meeting Date: 6/13/23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**LUCY MARTIN**  
**Story County Auditor**  
**and**  
**Commissioner of Elections**

To: Board of Supervisors  
From: Lucy Martin *LM*  
Re: Proposed compensation for township officials  
Date: June 5, 2023

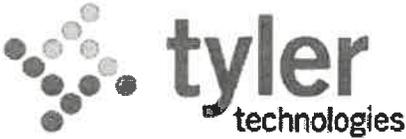
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Pursuant to *Code of Iowa* §359.46 and §359.47, the Board of Supervisors establishes the rate of compensation for township officials, subject to statutory exceptions.

Hourly rate for township officials shall be \$10.00 per hour.

Effective date shall be July 1, 2023.

**APPROVED** **DENIED**  
Board Member Initials: *LM*  
Meeting Date: 6/13/23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Remittance:**  
 Tyler Technologies, Inc  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
020-143366	06/01/2023	1 of 1

**Questions:**  
 Tyler Technologies- Courts & Justice  
 Phone: 1-800-772-2260 Press 2, then 3  
 Email: ar@tylertech.com



Bill To: STORY COUNTY SHERIFF'S OFFICE  
 900 6TH STREET  
 NEVADA, IA 50201

Ship To: STORY COUNTY SHERIFF'S OFFICE  
 900 6TH STREET  
 NEVADA, IA 50201

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
44700 - 11935 - 11935	105375		USD	NET30	07/01/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Story County IA				
	CivilServe Annual Support	1	6,518.34	6,518.34
Maintenance: Start: 08/Jun/2023, End: 07/Jun/2024				

**APPROVED** **DENIED**  
 Board Member Initials:                       
 Meeting Date: 6/13/23  
 Follow-up action:                                       
    
  

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	6,518.34
Sales Tax	0.00
Invoice Total	6,518.34

NOTICE OF APPOINTMENT

PERSON APPOINTED: Douglas Sargent

BOARD COMMISSION OR COMMITTEE APPOINTED TO:  
Commission of Veteran Affairs

LENGTH OF TERM: 3 Years

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM:  
\_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE APPOINTED: 7/1/23

DATE TERM EXPIRES: 6/30/26

**APPROVED**      **DENIED**  
Board Member Initials: DM  
Meeting Date: 6/13/23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF APPOINTMENT

PERSON APPOINTED: Nathan Hostetter

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Compensation Board-Attorney

LENGTH OF TERM: 4 years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM? \_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE APPOINTED: 7/1/23

DATE TERM EXPIRES: 6/30/27

*Acknowledge*  
**APPROVED** **DENIED**  
Board Member Initials: ym  
Meeting Date: 6/13/23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF APPOINTMENT

PERSON APPOINTED: John Klaus

BOARD COMMISSION OR COMMITTEE APPOINTED TO:  
Compensation Board-Board of Supervisors

LENGTH OF TERM: 4 years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM? \_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? \_\_\_\_\_

DATE APPOINTED: 7/1/23

DATE TERM EXPIRES: 6/30/27

*Acknowledge*  
**APPROVED** **DENIED**

Board Member Initials: *JM*

Meeting Date: 6/13/23

Follow-up action: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF APPOINTMENT

PERSON APPOINTED: Rich Parker

BOARD COMMISSION OR COMMITTEE APPOINTED TO:  
Compensation Board-Recorder

LENGTH OF TERM: 4 years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM? \_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? \_\_\_\_\_

DATE APPOINTED: 7/1/23

DATE TERM EXPIRES: 6/30/27

*Acknowledged*  
**APPROVED** **DENIED**

Board Member Initials: RP

Meeting Date: 6/13/23

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTICE OF APPOINTMENT

PERSON APPOINTED: Joe Cahill

BOARD COMMISSION OR COMMITTEE APPOINTED TO:  
Compensation Board-Treasurer

LENGTH OF TERM: 4 years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM? \_\_\_\_\_

WHO NEEDS TO BE NOTIFIED? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE APPOINTED: 7/1/23

DATE TERM EXPIRES: 6/30/27

*Acknowledge*  
**APPROVED** **DENIED**  
Board Member Initials: gm  
Meeting Date: 6/13/23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Story County Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2023 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 6<sup>th</sup> 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: Linda Murken

Print Name: Phil Clifton

Print Title: Story County Board of Supervisors

Print Title: Boards Chair

Date: 6/13/23

Date: 6/11/23

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2024**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Transportation County Not to Exceed \$115,000	One Way Trip	\$137.27
Transportation City of Ames trips Not to Exceed \$13,000	One Way Trip	\$17.75

## **Story County Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2023 is by and between **Story County** and **MGMC Home Health Services** (Provider).

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

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

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

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

### **SECTION 1 Definitions**

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

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

### **SECTION 2 Duties of Provider**

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

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

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

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

### **SECTION 3**

#### **Claims Submission and Payment**

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

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

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

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

### **SECTION 4**

#### **Relationship Between the Parties**

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

### **SECTION 5**

#### **Hold Harmless. Indemnification and Liability Insurance**

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

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

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

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

**SECTION 9**  
**Other Terms and Conditions**

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> 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:

Many Creekey Home Health Services  
1114 Duff Ave  
Ames, IA 50010  
Attention: Les White, Director

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

**COUNTY:**

By: 

Print Name: LINDA MURKEN

Print Title: Story County Board of Supervisors

Date: 6/13/23

**PROVIDER:**

By: 

Print Name: Karen Kiel Rosser

Print Title: VP Chief Quality & Strategy  
Officer

Date: 5-24-23

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2024**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Community Clinics and Health Education Not to Exceed \$112,000	1 Clinic Hour	\$150.00
In Home-RN Skilled Nursing Not to Exceed \$106,900	1 Visit	\$285.00
Homemaker/Home Health Assistance Not to Exceed \$129,200	1 Hour	\$42.00
In-Home Hospice Not to Exceed \$25,000	1 Day (24 Hour)	\$270.00

## **Story County Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2023 is by and between **Story County** and **The Community Academy** (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 6<sup>th</sup> 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: LINDA MURKEN

Print Name: Mike Todd

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/13/23

Date: 5/23/2023

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2024**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Out of School Program Not to Exceed \$5,375	1 Partial Day (3 Hours)	\$58.04

# Story County Provider and Program Participation Agreement

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2023 is by and between **Story County** and **Central Iowa RSVP** (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 6<sup>th</sup> 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:

Central Iowa RSVP  
503 Elm Avenue  
Story City, IA

Attention: Kalen Petersen

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

**COUNTY:**

By: 

Print Name: LINDA MUEKEN

Print Title: Story County Board of Supervisors

Date: 6/13/23

**PROVIDER:**

By:   
Kalen Petersen

Print Name: Kalen Petersen

Print Title: Director

Date: 6-2-2023

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2024**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Volunteer Management Not to Exceed \$22,000	1 Volunteer Hour	\$4.94
Disaster Services – Vol Mgmt for Emergencies Not to Exceed \$1,700	1 Staff Hour	\$31.58
Transportation Not to Exceed \$7,000	One Way Trip	\$17.83

IOWA STATE UNIVERSITY  
OF SCIENCE AND TECHNOLOGY

Procurement Services  
1340 Administrative Services Building  
2221 Wanda Daley Drive  
Ames, Iowa 50011-1004  
515 294-4860  
FAX 515 294-9606

June 6, 2023

Story County Sheriff's Office  
Story County Courthouse  
Nevada, IA 50201

**SUBJECT: Iowa State University Contract Order Number(s) SCN-1007963**

Iowa State University (ISU) currently maintains the above-mentioned order with Story County Sheriff for law enforcement services to be provided by Story County Officers. This order shall expire on June 30, 2021.

We are requesting that this order be extended for a one-year period from July 1, 2023, through June 30, 2024. An updated/new contract will be sent at a later date.

**Please complete the following:**

- (1) As an authorized representative of the Story County Sheriff's Office our company is offering to extend this contract from July 1, 2023, through June 30, 2024, as per the existing pricing, terms, and conditions.

Yes  No

Current pricing:  
Senior reserve & officers @ \$65.00/hr.  
Regular reserve @ \$32.50/hr.

- (2) Authorized Representative's signature:

Typed or printed name:

Latifah Faisal

LINDA MURKEN

Date: 06/13/2023

Phone No.: (515)382-7200

Email Address: lfaisal@storycountyiowa.gov

Please indicate any changes in your address, company name, etc. Return this letter within approximately 10 days to my attention by fax (515)-294-9606, email: [wkfoster@iastate.edu](mailto:wkfoster@iastate.edu) or address shown below.

Iowa State University  
Purchasing Department  
1340 Administrative Services Building  
Ames, IA 50011

Sincerely,

Wendy Foster  
Contract Manager  
Phone No. 515-294-8806





# State of Iowa

Alcoholic Beverages Division

## PRIVILEGES

Catering, Outdoor Service, Sunday Service

## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Sergio Ramirez	Colo	Iowa	50056	OWNER	35.00	Yes
KARLA RAMIREZ	Colo	Iowa	50056	OWNER	35.00	Yes

### • Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
LA FINQUITA LLC		Colo	Iowa	50056	30.00

## Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Aug 15, 2022

POLICY EXPIRATION DATE

Aug 15, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE



# State of Iowa

Alcoholic Beverages Division

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE





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

Memorandum

To: Story County Board of Supervisors  
From: Michael D. Cox, Director  
Date: June 13, 2023  
Re: Consideration of Service Agreement with Rent.Fun LLC for Placement of Kayak and Paddleboard Rental Stations at Hickory Grove Lake and Dakins Lake for \$30,000.

The attached Agreement secures the services of Rent.Fun to place kayak and paddleboard rental stations at Hickory Grove Park and Dakins Lake. This item has been approved in the FY24 budget. The rental stations are self-service. They are operated through an app which accepts payment and secures a rental agreement with the renter. Each station holds four watercraft, paddles, and life vests. The term of the agreement is five years. SCC will be responsible for a one-time activation fee of \$30,000.

The Conservation Board urges approval.

  
Approval

6/13/23  
Date

Disapproval

Date

## SERVICES AGREEMENT

This Services Agreement (this "Agreement"), effective as of \_\_\_\_\_, 2023 (the "Effective Date"), is entered into by and between Rent.fun, LLC, a Michigan limited liability company ("Operator") and Stary County ("County"). In consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, County and Operator hereby agree as follows:

The parties agree that the following schedules and attachments are herein incorporated by reference:

Schedule A – Rental Station Services and Obligations

Schedule B – Term & Premises

Schedule C – County Obligations

1. **Purpose.** Operator supplies and services recreational equipment sharing programs that utilize recreational equipment, physical storage and Bluetooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with an app (collectively, the "Rental Station Services"). County now wishes to engage Operator, and Operator has agreed to provide the Rental Station Services on the County's parks, recreation, and open space areas (the "Premises") on the terms and conditions set forth herein and in **Schedule A**.

2. **Term.** This Agreement is effective as of the Effective Date and shall continue as specified in **Schedule B**, unless terminated earlier in accordance with the terms of this Agreement.

4. **Exclusive License.** County hereby grants to Operator an exclusive license during the Term to enter upon and utilize the Premises to install and operate the Rental Station Services and to bring onto the Premises personnel and equipment as Operator deems necessary in connection with the Rental Station Services. This exclusive license allows Operator to erect and store such equipment and materials as necessary on the Premises. Operator understands that County's Premises have varying rules and regulations depending on the location and Operator will comply with said rules and regulations. During the Term of this Agreement, County agrees that Operator shall be the only paddlesport rental operator-with the right to use the Premises for that purpose.

5. **Termination.** Unless otherwise prohibited by law, either party may terminate this Agreement: (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice identifying the matter constituting the material breach, or (iii) if County no longer owns or no longer has the right to license the Premises as specified herein this Agreement, (iv) or by operation of law, or interpretation of law, County is no longer able to maintain this agreement. In advance of any change in ownership of the Premises, County will provide Operator with at least fifteen (15) business days prior written notice of such change of ownership. Upon termination or expiration of this Agreement, Operator shall collect and remove all equipment or items located on the Premises within thirty (30) days.

6. **Limitation of Liability.** To the maximum extent permitted by law (i) in no event will either party be liable to the other party for any indirect, incidental, special, exemplary or consequential damages, including lost profits or loss of goodwill, even if such party has been advised of the possibility of such loss. For the avoidance of doubt, the foregoing limitation of liability is not intended to limit either party's liability for negligence or willful misconduct, nor is it intended to alter or limit the obligations of Operator under Section 7 below.

7. **Liability for Loss: Indemnity.** The Parties agree that County shall not be liable for any injury or damages to persons or property sustained by the Operator, its employees, subcontractors, agents and/or representatives, or by any other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the County harmless from and against any and all third party claims, damages, lawsuits, losses and costs, including reasonable attorney's fees, asserted against County arising out of bodily injury or property damage to, or the death of, any person, including, but not limited to, any customer, subcontractor, supplier, employee, agent, representative or invitee of Operator or any subcontractor of Operator, to the extent such injury, damage or death arises out of or results in any manner from (a) Operator's failure to comply with the terms of this Agreement; (b) the fault of, or any act of negligence, or willful misconduct, by Operator, Operator's subcontractors, suppliers, or anyone acting under its or their direction or control. Any indemnification of County and any limitation of County's liability shall to the same extent apply to County's officers, employees, agents, and contractors. Operator shall indemnify and hold County harmless from and against all damages whether awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

8. **Insurance.** Operator shall, throughout the term of this Agreement, at its own cost and expense, procure and maintain (i) public liability insurance with respect to the Operator's operations arising out of this Agreement, with limits of at least \$1,000,000.00 per occurrence and \$5,000,000 aggregate for bodily injury and death. Such insurance policies shall name the County as an additional insured, and shall provide that the policy cannot be cancelled without at least ten (10) days written notice to the County. Such policies shall contain an endorsement waiving all rights of subrogation, if any, against the County. Operator shall provide the County with a copy of such prior to placement of any equipment on the Premises, or conducting any business on the Premises. Operator acknowledges and agrees that it is not an insured under any property or general liability policy maintained by the County.

9. **Subcontractors.** The Operator shall be the sole source of contact for the contract. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

10. **Publicity.** Subject to the prior written approval of the County, Operator may release a press release announcing the parties' relationship hereunder, and may use County's name, logos, trademarks and service marks to (i) create marketing and advertising materials for County to use to promote the Rental Station Services, and (ii) place County on Operator's customer list, which will be displayed on Operator's website and in other publications.

13. **Notice.** Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to Operator:

Rent.fun, LLC  
201 SOUTH DIVISION STREET  
ANN ARBOR, MI48104  
Attn: Adam Greenstein  
adam@rent.fun

If to County:

Mike Cox  
Story County Conservation  
56461 180<sup>th</sup> Street  
Ames, Iowa 50010  
mcox@storycountyiowa.gov

With a copy to:

**Legal Department**  
info@movatic.co

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer generated response.

14. Miscellaneous. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Iowa (exclusive of its choice of law rules), and the federal laws of the U.S. Notwithstanding any provision hereof, Operator is an independent contractor under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship between Operator and County, and Operator's employees, representatives, agents and subcontractors shall not be deemed employees of County under any circumstances. Each party is solely responsible for all applicable taxes, withholdings, and other statutory or contractual obligations. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Operator may assign this Agreement without County's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended by mutual written agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof. In the event either party fails or refuses to comply with the terms of this Agreement, then the non-breaching party may seek any remedy available at law or in equity. Any action brought by either Party that arises out of or relates to this Agreement will be filed only in the state or federal courts located in \_\_\_\_\_ and each Party irrevocably submits to the jurisdiction of those courts and waives any objections that it may have now or in the future to the jurisdiction of those courts, and also waives any claim that it may have now or in the future that litigation brought in those courts has been brought in an inconvenient forum.

[Signature Page Follows]

**AGREED AND ACCEPTED:**

**OPERATOR:** Rent.fun, LLC

**County:** Story

By: Adam Greenstein

Name: Adam Greenstein  
Title: CEO

By: [Signature]

Name: LINDA MURKEN  
Title: VPE CHAIR, B of Sups

## Schedule A

### Rental Station Services and Obligations

A. EQUIPMENT & INITIAL LAUNCH: Operator will make available for rent two (2) Kayak Rental Stations, as collectively defined below in this subsection.

- The Kayak Rental Station located at Dakins Lake shall include
  - Four (4) sit-on-top kayaks, with associated paddles and lifejackets
- The Kayak Rental Station located at Hickory Grove Park shall include
  - Two (2) sit-on-top kayaks, with associated paddles and lifejackets
  - Two (2) stand-up paddleboards, with associated paddles and lifejackets
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.

B. SIGNAGE. Operator may choose to provide signage at the Premises, which shall conform to all applicable laws, regulations and ordinances. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit designs of any anticipated decals or signage for County's approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.

C. CUSTOMER SUPPORT: Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

D. MARKETING: Operator shall develop and deliver to County a custom website designed to market the Rental Station Services prior to launch, at no cost to County.

E. MAINTENANCE: Operator's maintenance personnel will visit the Premises as needed to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.

F. RENTAL FEES. Rental Fees shall be set at \$25 per two hour rental. Operator may only adjust rental fees with written approval of County.

## **Schedule B**

### **Term & Premises**

1. **Term**: The Term shall commence on the Effective Date and shall continue for a period of 5 years after the date on which the services are made available to the public, unless earlier terminated in accordance with the provisions of this Agreement (“Initial Term”).
2. **Revenue Share**. County shall receive 50% of the gross rental revenue received from watercraft rentals on Premises, less the direct costs of any Non-Standard Repairs. Non-standard repairs shall include: (a) moving the locker to a new location on Premises, on written request of County. (b) damage to the locker or equipment therein due to natural disasters or negligence of the County.
3. **Revenue Share Payment**. Revenue share payments shall be paid by Operator to County on an annual basis by check, mailed to an address as designated by the County. Payment shall be accompanied with itemization of the equipment rented and dollar amount of rental per day.

## Schedule C

### County Obligations

1. **EQUIPMENT.** County will use reasonable efforts to report any maintenance or other issues relating to Operator's rental equipment on the Premises. County, however, is under no obligation to maintain, inspect or secure Operator's rental equipment, which obligation is solely that of Operator. Return of equipment abandoned in the park shall be the operators responsibility. However, the County may return said equipment to the Rental Station but will not guarantee it's condition.
2. **MARKETING.** County agrees to link to the program website from the County's web properties and social media accounts.
3. **COMPENSATION.**
  - Activation Fee: \$30,000
4. **PAYMENT.** Operator shall send an invoice for the Activation Fee following the full execution of this Agreement, with payment due no later than July 15, 2023.



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

Memorandum

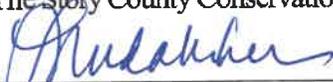
To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Patrick Shehan, Special Projects Ranger  
Date: June 13, 2023  
Re: Consideration of Contract with Snyder & Associates for Design Services for Paving the Heart of Iowa Nature Trail between 620<sup>th</sup> Avenue (S-14) and Highway 65 in Collins for \$240,000.

The attached professional services contract with Snyder & Associates is for design services for paving the Heart of Iowa Nature Trail between 620th Avenue (S-14) and Highway 65 in Collins.

The scope of this agreement is for Concept Statement, Preliminary Plans, Check Plans, Final Plans/PDC and Bid Letting Assistance. Story County Conservation received a Destination Iowa Outdoor Recreation Grant and County America Rescue Plan Act funds for the performance of this project.

This contract is for \$240,000 and will be funded through the existing grants.

The Story County Conservation Board urges your approval.

  
Approval

6/13/23  
Date

Disapproval

Date



## STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20 23, **Snyder & Associates, Inc.**, 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and Story County Conservation, 56461 180th Street, Ames, IA 50010 (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Heart of Iowa Nature Trail – Phase 4, 5, and 6, paving, 620th Street to US 65 \_\_\_\_\_
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

**ADDITIONAL TERMS AND CONDITIONS**

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

<p><b>Exhibit A</b></p> <p><b>Exhibit</b></p> <p><u>Stony County</u> (Client)</p> <p>By: <u>[Signature]</u> (Authorized agent)</p> <p><u>LINDA MURKEN</u> (Printed or typed signature)</p>	<p><b>Scope of Services</b></p>
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<p><b>Exhibit B</b></p> <p><b>Exhibit</b></p> <p><b>SNYDER &amp; ASSOCIATES, INC. (Professional)</b></p> <p>By: <u>[Signature]</u> (Authorized agent)</p> <p><b>Mark A. Land, P.E., CFM</b> (Printed or typed signature)</p>	<p><b>Fee Schedule</b></p>	<p><small>Digitally signed by Mark A. Land, P.E., CFM Date: 2023.06.09 11:39:40 -05'00'</small></p>
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Route executed copy to:

**EXHIBIT A****HEART OF IOWA NATURE TRAIL  
PHASE 4, 5, and 6 PAVING – 620<sup>TH</sup> STREET TO US 65****SCOPE OF SERVICES:****I. PROJECT DESCRIPTION**

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as described as follows:

The Heart of Iowa Trail Extension Project from the east side of 620<sup>th</sup> Street, through the City of Maxwell, to the west side of US 65. The trail paving will be along an established aggregate trail surface consisting of a mix of former railroad grades and previously established independent alignments. This scope of services includes project administration, topographic survey, preliminary design, final design, preparation of Contract Documents, and bidding assistance. It is the PROFESSIONAL's understanding that this project will be designed and let as one project with one set of Construction Documents, the project will be locally let through Story County Conservation. Iowa SUDAS will be used for design guidance and construction specifications. The project has received Destination Iowa funding.

**II. SCOPE OF SERVICES****A. BASIC PROFESSIONAL SERVICES****1. Project Administration**

- i. PROFESSIONAL shall provide overall management and control of the project and will assist the CLIENT in complying with funding requirements
- ii. Monthly progress reports and invoicing to the CLIENT.
- iii. Project coordination with the CLIENT, Story County, and interested parties. Two (2) in-person meetings are included in this Scope.
- iv. Project design review and coordination with the CLIENT. Four (4) remote meetings are included in this Scope.
- v. Project coordination with utility owners inside the project limits. Two (2) remote meetings and review of any required relocation plans.
- vi. PROFESSIONAL shall prepare and submit necessary permits for the PROJECT including NPDES Permit and DNR Floodplain Permit if

required. All permit fees will be paid by the CLIENT and permit fees will be passed through monthly invoicing as a separate task.

## 2. Topographic and Boundary Survey

- i. The PROFESSIONAL shall provide a topographic survey on select sites within the project area described to include road crossings, and areas noted for possible drainage concerns. Specifications as follows:
- ii. Horizontal Datum and Vertical Datum of mutual agreement with the CLIENT.
- iii. Set a minimum of one permanent benchmark on-site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
- iv. Spot elevations displayed to the nearest 0.01 feet to be included for shots. An approximate 50 grid will be used along the existing trail alignment surveying the centerline and edge of the trail. Along undeveloped areas within the project limits additional surveys will include grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, visible improvements such as structures, parking, signs, sidewalks and other visible features above grade will be shown. Below-grade non-visible structures or improvements will be shown from information provided by the site owner and would be approximate. Below-grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- v. Location of trees 6 inches caliper and greater not lying within wooded area will be noted as deciduous or coniferous. Location of trees 6 inches caliper or larger will be surveyed.
- vi. PROFESSIONAL shall provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes: contacting Iowa One Call, following Chapter 480 of the Iowa Code to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below-grade utilities located by Iowa One Call. Private utility locates are not included with this service and, if known, will be shown as map locations. The specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitutes a Quality Level "C" Subsurface Utility Engineering.

- vii. Two (2) Title Certifications will be ordered for properties within Maxwell City limits and two (2) Boundary Surveys will be performed on those parcels.

### 3. Wetland and Stream Delineation and Permitting

The PROFESSIONAL will provide Wetland and Stream Delineation for the above-referenced project. The Delineation will be performed during the growing season to determine the upper boundaries of wetland and stream areas at the project site. The PROFESSIONAL will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits will be performed during the growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed. Fieldwork will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Regional Supplements. The PROFESSIONAL will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.

- i. The CLIENT will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.
- ii. A permit application will be submitted to the US Army Corps of Engineers (USACE). The PROFESSIONAL will act as the Authorized Agent throughout the permitting process. During this process, the PROFESSIONAL staff will respond to inquiries from USACE.
- iii. The PROFESSIONAL will submit a 404 joint permit application to the USACE on the CLIENT's behalf. The PROFESSIONAL will act as the Authorized Agent throughout the permitting process. During this process, The PROFESSIONAL will respond to inquiries from USACE. This task assumes that a Nationwide Permit (NWP) will be obtained from the USACE with no mitigation requirement.

### 4. Preliminary Design

PROFESSIONAL shall perform culvert condition assessment on up to five (5) existing Reinforced Box Culverts between 620<sup>th</sup> St and US-65. Condition assessment shall include a summary of findings, recommendations, or repairs/replacement (if any). This scope does not include any structural design for the repair or replacement of the existing culverts. PROFESSIONAL shall perform field observation of bridge parapets in the City of Maxwell's Legion Park. Bridge was previously a ballast-retaining bridge for the railroad. The project aspiration is to repair the existing parapets and install a surface-mounted safety fence on top of the repaired parapets. Deliverables include

a summary assessment of findings and recommended repairs. Upon approval of recommended parapet repairs, prepare a Situation Plan, repair details, and fence details with an opinion of probable repair cost.

PROFESSIONAL shall perform preliminary design work necessary to define the project scope and engineers' opinion of probable construction costs.

PROFESSIONAL will utilize Lidar contours outside of existing trail shoulders.

PROFESSIONAL will utilize the topographic survey and base maps to prepare construction drawings for this PROJECT. This plan shall be in substantial conformance with the agreed plan of action from the CLIENT. The construction documents and specifications shall include:

- i. Title sheet showing project location information and other standard information.
- ii. Typical sections including; trail pavement, roadway crossing detail, subbase, subgrade, shoulder, foreslope/backslope, ditch sections, etc.
- iii. General notes sheet.
- iv. Project bid items and quantities.
- v. Plan and profile sheets showing base mapping, project trail improvements, construction limits, existing ROW based on Story County GIS assessor parcel mapping, ditch grading, storm sewer and culvert improvements, existing and proposed profile, identification of farm entrances, and other pertinent notes and information. The profile will be noted as matching the existing grade unless a special design of the profile is needed to facilitate drainage or meet ADA compliance.
- vi. Survey sheet showing horizontal and vertical project control.
- vii. Traffic control and staging sheets including general traffic control and staging notes.

PROFESSIONAL shall submit preliminary plans and opinion of probable construction costs to the CLIENT for review and comment.

## 5. Final Design

Following written notification to proceed with the Final Design from the CLIENT, the PROFESSIONAL shall prepare final design details and construction plans for the project. Final design and plan production to include;

- i. Title sheet showing project location information and other standard information.

- ii. Typical sections including trail pavement, roadway crossing detail, subbase, subgrade, shoulder, foreslope/backslope, ditch sections, etc.
- iii. General notes sheet.
- iv. Project bid items, quantities, and estimate reference information.
- v. Other project tabulations and standard notes.
- vi. Road crossing details.
- vii. Standard type round and box culvert design or extensions, if applicable. Including fencing details for reinforced box culverts.
- viii. Plan and profile sheets showing base mapping, project trail improvements, construction limits, existing ROW based on Story County GIS assessor parcel mapping, ditch grading, storm sewer and culvert improvements, existing and proposed profile, identification of farm entrances, and other pertinent notes and information. The profile will be noted as matching the existing grade unless a special design of the profile is needed to facilitate drainage or meet ADA compliance.
- ix. Survey sheet showing horizontal and vertical project control.
- x. Traffic control and staging sheets including general traffic control and staging notes.
- xi. Pedestrian ramp details (“S” Sheets).
- xii. Where grading is necessary, cross-sections along the trail will be provided at approximately 50-100’ intervals.
- xiii. Project bidding documents and stormwater pollution prevention plan.

PROFESSIONAL shall submit Final Plans, specifications, bidding documents, and opinion of probable construction costs to the CLIENT for review and comment.

The PROFESSIONAL’s statements of the probable construction cost for the project are based upon the design developed for each plan submittal. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry. It is recognized, however, that the PROFESSIONAL has no control over the cost of labor, materials, or equipment, over the Contractor’s methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the PROFESSIONAL does not guarantee that any actual cost will not vary from any cost estimate prepared by the PROFESSIONAL.

## 6. Bid Letting and Plan Distribution

The project will be let by the CLIENT and the PROFESSIONAL shall supply the necessary bidding documents for this process. The PROFESSIONAL shall assist the CLIENT in soliciting bids by

distributing the bid documents to interested contractors and plan rooms and shall document the plan holder's contact information and tracking addendum. The PROFESSIONAL shall prepare and facilitate electronic plan distribution via Quest Construction Data Network (CDN). The PROFESSIONAL shall send the Notice to Bidders not less than thirteen (13) and not more than forty-five (45) days before the date for filing to the Construction Update (CU) Network through Master Builders of Iowa and to the CLIENT for posting on their website. The CLIENT shall send the Notice of Hearing not less than four (4) and not more than twenty (20) days before the date of the public hearing to a newspaper published at least once weekly and having general circulation in the geographic area served by CLIENT. The PROFESSIONAL shall assist the CLIENT in clarification of the plan design and issue addenda as required. The PROFESSIONAL shall attend the meeting at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding the awarding of the construction contract to the lowest qualified bidder.

#### **B. CHANGES IN SCOPE OF SERVICES**

The CLIENT may request Extra Services for the PROFESSIONAL not included in the Scope of Services as outlined, Extra Services may include, but not be limited to, expanding of the scope of the project and work to be completed, requesting the development of various documents; traffic related studies; aesthetic design; aesthetic lighting design; submittal/application/permit fees; cultural, biological, threatened and endangered species reviews, or NEPA studies or documentation; wetland delineation, permitting, and mitigation; hydraulic studies not included in this scope, additional boundary survey not listed in task 2, easement and property acquisition assistance, construction services, alternative analysis, structural design, and requesting additional work items that increases the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the CLIENT on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in effect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

### III. PROJECT SCHEDULE

The Project shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. Bid letting date may require adjustment if project delays occur that are beyond the control of the Consultant. The development of the Project will follow the following milestone submittal dates:

Notice to Proceed	June 16, 2023
Preliminary Plans	September 29, 2023
Final Plans	December 15, 2023
Bid Letting	January 9, 2023

### IV. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of this Agreement. The total Project fee is broken down as described below.

The Professional Services fee shall be based on hourly rates and expenses as outlined in Exhibit B, Standard Fee Schedule. Total fees of services shall not exceed the following without the approval of the CLIENT.

Project Administration	\$23,300
Topographic and Boundary Survey	\$27,000
Wetland and Stream Delineation/Permitting	\$9,500
Preliminary Design	\$94,000
Final Design	\$81,700
<u>Bid Letting Assistance</u>	<u>\$4,500</u>
Total Basic Professional Services Fees	\$240,000

## EXHIBIT B



# STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
<b>PROFESSIONAL</b>	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
<b>TECHNICAL</b>	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
<b>ADMINISTRATIVE</b>	
II	\$75.00/hour
I	\$61.00/hour
<b>REIMBURSABLES</b>	
Mileage	current IRS standard rate
Outside Services	As Invoiced

## STORY COUNTY UTILITY PERMIT

Date 6/2/23

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 190<sup>th</sup> St from 1720 ft east of 677<sup>th</sup> Ave. to the east a \_\_\_\_\_ distance of 1600 ft.

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 cuttrench.

Date 5-9-23

Consumers Energy  
Name of Company (Applicant - Permittee)

641-485-4064  
by Phone no.

Recommended for Approval:

Date 6-2-23

515-382-7355  
County Engineer Phone no.

Approved:

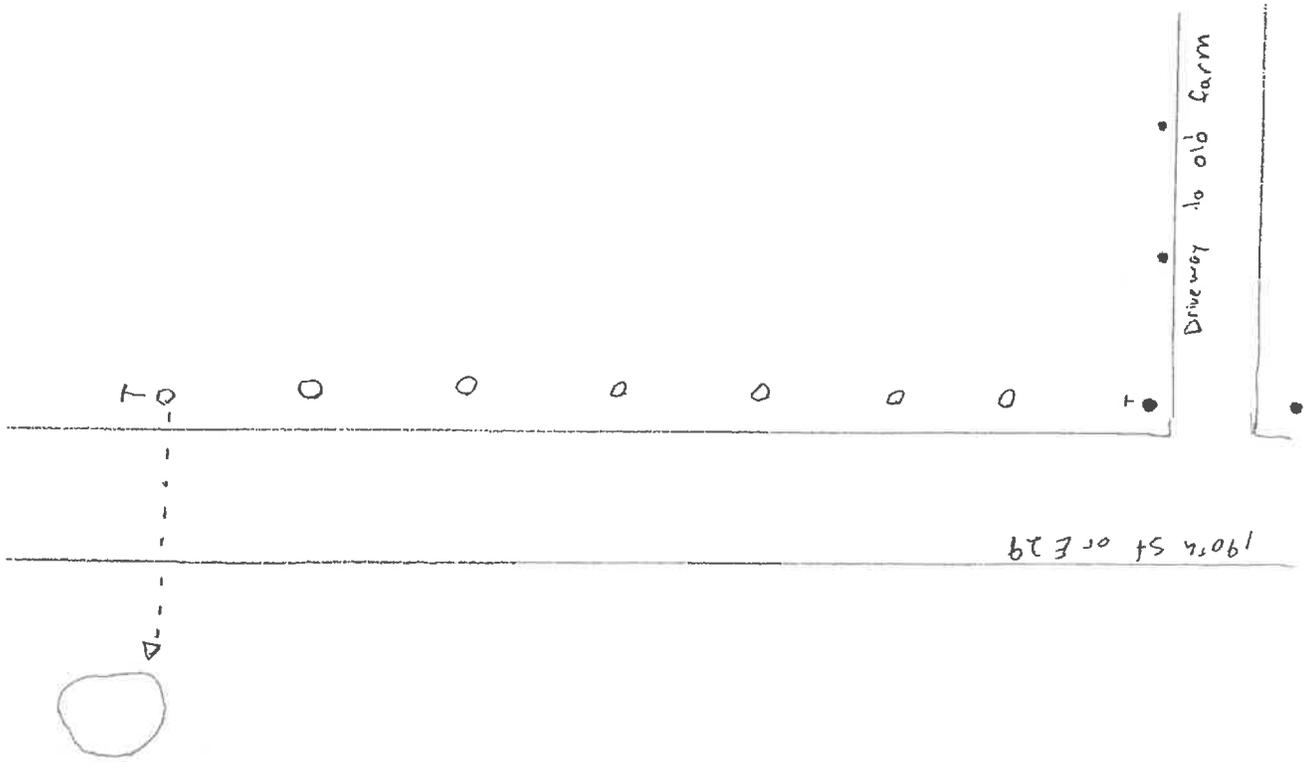
Date 6-13-23

vice 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.**



N  
↓



Consumers Energy will be installing overhead single phase 7200-volt electricity on the south side of 190<sup>th</sup> St. east 1720 feet from the intersection with 67<sup>th</sup> Ave. It will be 1600 ft long including 7 new poles and an anchor along the ROW. At the end of the overhead construction, we will be boring under 190<sup>th</sup> Ave. 160 feet to the north for a new grain bin site. The bore will include 1 duct 2 inches in size containing a 7200-volt cable at least 4 under the roadbed.

- old poles
- new poles
- △ New transformer

## STORY COUNTY UTILITY PERMIT

Date 6/

To the Board of Supervisors, Story County, Iowa:

The Midland Power COOP Company, incorporated under the laws of Iowa, with its principal place of business at 2005 South Story St Boone IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Underground Elevation secondary route 10124 630th Raddcliffe, from West Side of 630 to East Side of 630th, a distance of 66 FT miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
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 6-8-23

Midland Power COOP  
Name of Company (Applicant - Permittee)

R. Du 515-571-1136  
by Phone no.

Recommended for Approval:

Date 6-9-23

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

Approved:

Date 6/13/23

[Signature]  
Vice-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.

**Midland Power  
Cooperative**



Red = A phase  
 Yellow = B phase  
 Blue = C phase  
 Peach = 2 phase  
 GREEN = 3 PHASE

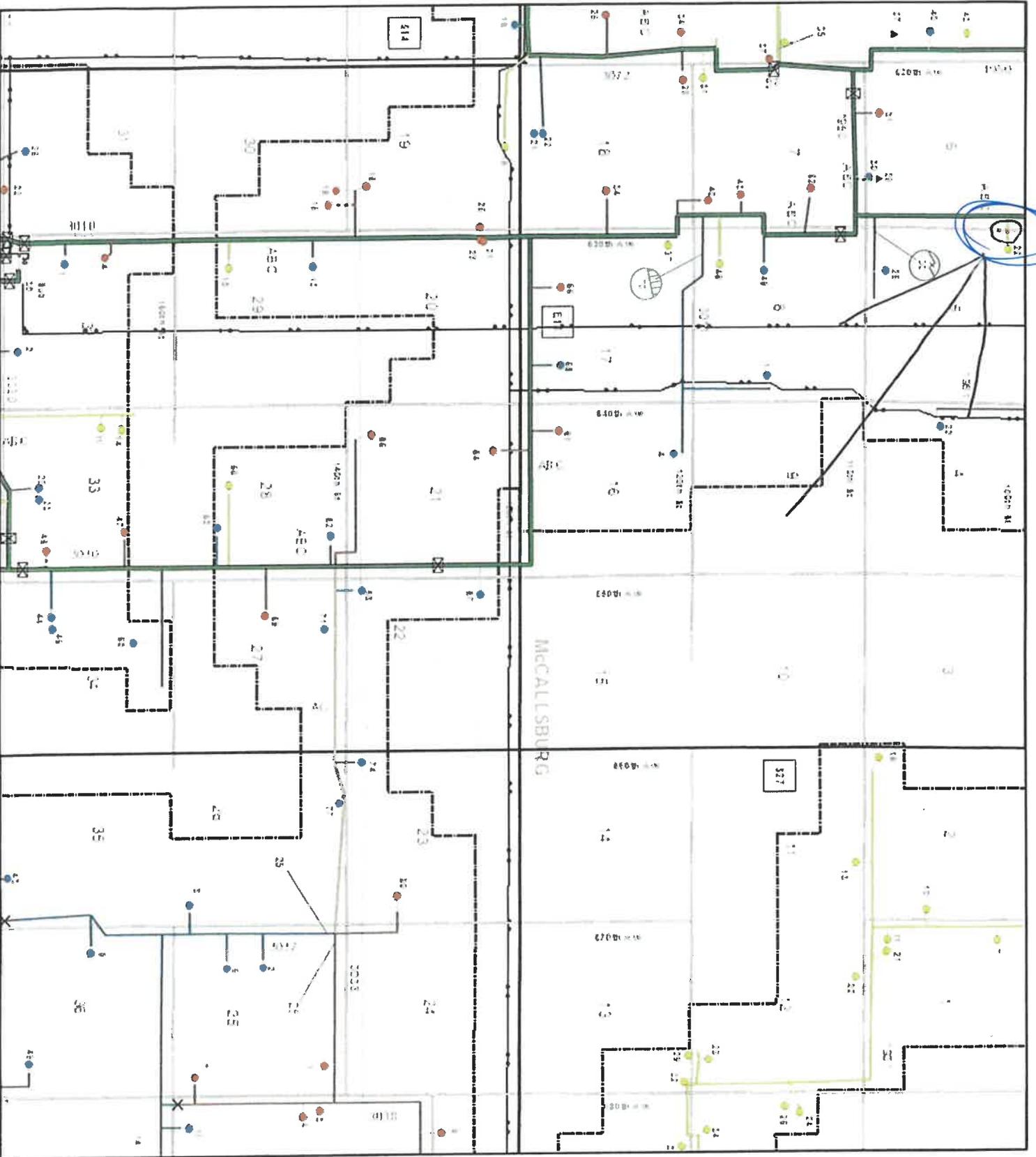
**County**  
STORY

**Township**  
WARREN  
T85N R22W

**Map No.**  
70

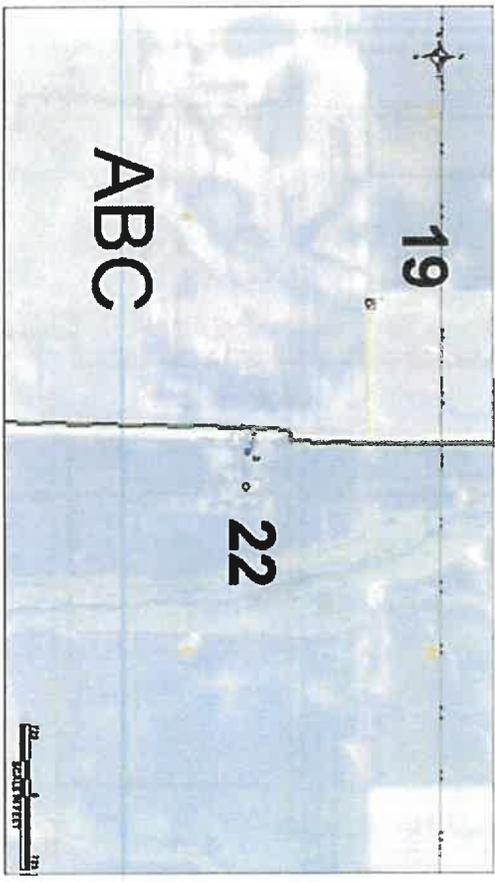
69	70	77
63	70	77
	71	

Date: 1/3/2017



Name: DARRILL HOCKING		Phone 1: 515-460-3774		<b>W.O. Number: 14955</b>	
Srv Map Loc: 1950-022-7005		Phone 2:		<b>Job Number:</b>	
Equip Map Loc: 911 Addr: 10124 630 In		Staked By: DANIEL OLSON		Substation: 19 - Garden City Line Sec:	
Acct #:		Loan Project: 101		Feeder: 1910	
		Budget Codes: 01		Phase: B	
		City: Radcliff		Section(s): 5.0	
		County: Story		Tax Dist:	
		TWP: 185N			
		Range: R22W			

Pole #	BACK SPAN	POLE #	PRI UNITS	WIRE SIZE	MISC UNITS	GYU #	ANCHOR #	TRANS KVA	SEC UNITS	SECONDARY WIRE SIZE	GRND #	METER	LAT LONG
1	E						1	Unknown 93 Transformer					42.207589 -93.444163
2	200 C							G103					42.207634 -93.443735
3	168 C												42.207605 -93.443127



**Comments:** Boring under the road for new shop house at 1950-022A-7005

**Directions:**

UNITS	REQ.
35.5	3
G103	1
METER	3
UM 409	3

## FISCAL AGENT AGREEMENT

This agreement, made this 13<sup>th</sup> day of June Month, 2023 is between the **BooSt Together of Children**, hereafter referred to as **LOCAL BOARD**, and **Story County Board of Supervisors**, hereafter referred to as the **Fiscal Agent**.

### I. Purpose of Agreement

The LOCAL BOARD has been designated an Early Childhood Iowa area within the geographical area it serves and has received a grant of state funds of \$ \$537,614.00 for a School Ready Children Services, and a grant of state funds of \$140,989.00 for an Early Childhood Program (hereinafter referred to jointly as EARLY CHILDHOOD IOWA funds) for state fiscal year 2024. The actual amount is contingent upon funds allocated by the Iowa Legislature.

Pursuant to Iowa Code Chapter 256I the LOCAL BOARD is required to designate a public entity as a fiscal agent to administer grant funds. The Story County Board of Supervisors has been designated as the fiscal agent for the Board.

### II. Duration of Agreement

This agreement shall become effective on July 1, 2023. This agreement shall remain in effect until June 30, 2024, or until earlier terminated according to the provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the amount of funds available to the LOCAL BOARD for the new agreement period. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

### III. Responsibilities of Fiscal Agent

The Fiscal Agent shall provide the following services for each of the two separate funds for which it is acting as fiscal agent:

- A. Deposit EARLY CHILDHOOD IOWA funds into accounts in accordance with Iowa Code Chapter 12C and the Cash Management Improvement Act, 31 U.S.C. §6501 et seq.
- B. Issue payments from the Early Childhood Iowa grant account as directed by authorized LOCAL BOARD personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by the LOCAL BOARD, in the amount specified, and to the address provided by the LOCAL BOARD. Payments shall be issued as directed, within **20** work days from the date the Fiscal Agent receives written notification from authorized LOCAL BOARD personnel.
- C. Be responsible for any costs charged by the financial institution for maintaining the Early Childhood Iowa grant accounts or accounts containing EARLY CHILDHOOD IOWA

grant funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.

- D. Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.
- E. Maintain separate accounting records for School Ready Children Services and Early Childhood Program funds that at a minimum include the following:
  - 1. For each School Ready Children Services grant payment and for each Early Childhood Program grant payment made as directed by the LOCAL BOARD:
    - a. The date written notification/authorization was received from the Local Board.
    - b. The name of the authorized LOCAL BOARD staff authorizing the payment.
    - c. The name and mailing address of the payee.
    - d. The amount of the payment.
    - e. The check number or other unique identification of the payment.
    - f. The date the payment was mailed or hand-delivered to the payee.
    - g. The date the payment is cleared or paid out of the EARLY CHILDHOOD IOWA grant account or account containing EARLY CHILDHOOD IOWA grant funds.
    - h. The date of any stop payment requested by the Fiscal Agent and the reason.
  - 2. Running balances for each fund which include:
    - a. The cumulative amount of payments authorized by the LOCAL BOARD.
    - b. The cumulative amount of payments issued.
    - c. Available Early Childhood Iowa grant funds that are not encumbered or otherwise allocated for payments made but not yet cashed.
- F. Provide for, account for and deposit the amount of any monthly bank costs for maintaining the Early Childhood Iowa fund account or proportion of such costs attributable to that portion of an account constituting Early Childhood Iowa grant funds, and the amount of any monthly interest earned for the Early Childhood Iowa fund account or proportion of such earnings attributable to that portion of an account constituting Early Childhood Iowa grant funds into the appropriate ECI fund account.
- G. Submit monthly expenditure reports within 10 work days from the end of the prior month to the LOCAL BOARD. Reports shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- H. Submit a report within 25 workdays from the end of the agreement period, or such earlier date as the agreement may be terminated, to the LOCAL BOARD. The report shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.

- I. Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the early childhood Iowa funds managed by area boards. "Audit" means a financial review by area boards of early childhood Iowa funds. Area boards that receive over \$500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over \$500,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent's financial review to conduct the state board approved agreed-upon procedures. Requirements are found in the ECI on-line toolkit, Tool UU.
- J. Provide services in section III at no cost to the LOCAL BOARD. **[OR SPECIFY HOW THE FISCAL AGENT IS TO BE PAID]**
- K. Return unexpended Early Childhood Iowa grant funds, and accrued interest as may be required by law, to the LOCAL BOARD if this agreement is terminated or if Early Childhood Iowa grant funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.
- L. If this agreement is renewed or extended any unexpended Early Childhood Iowa grant funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.

#### **IV. Responsibilities of LOCAL BOARD**

The LOCAL BOARD shall have the following responsibilities:

- A. Advise the Fiscal Agent in writing of the identity of LOCAL BOARD personnel authorized to approve and submit payment requests for Early Childhood Iowa grant funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.
- B. Determine the amount and payee for any payment to be made from Early Childhood Iowa grant funds.
- C. Authorized staff shall submit a dated written authorization to the Fiscal Agent to make payments for Early Childhood Iowa grant funds approved by the LOCAL BOARD, which authorization shall designate whether payment should be made from the School Ready Children Services account or the Early Childhood Program account.
- D. Maintain separate accounting records for each School Ready Children Services payment and for each Early Childhood Program payment authorized to be paid by the Fiscal Agent that at a minimum include the following:
  - 1. The date written notification/authorization was submitted to the Fiscal Agent.
  - 2. The name of the authorized LOCAL BOARD staff authorizing the payment.
  - 3. The name and mailing address of the payee.

4. The amount of the payment.
- E. Review on a monthly basis the monthly expenditure reports submitted by the Fiscal Agent and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- F. Review the report submitted by the Fiscal Agent at the end of the agreement period or other termination of the agreement and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- G. Any Early Childhood Iowa grant funds allocated to the LOCAL BOARD remaining unexpended at the end of the state fiscal year shall be retained for use in the next state fiscal year and shall be treated as an advance of the Early Childhood Iowa grant funds allocated to the LOCAL BOARD for the next state fiscal year.

## **V. General Provisions**

- A. Agreement Amendment - The agreement shall be amended only upon written agreement of both parties.
- B. Renegotiation Clause. In the event there is a revision of Federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.
- C. Termination of Agreement
  1. For Cause. Causes for termination during the period of the agreement are:
    - a. Failure of the Fiscal Agent to complete or submit required report.
    - b. Failure of the Fiscal Agent to make financial and statistical records available for review by the Board or other authorized party.
    - c. Failure of the Fiscal Agent to abide by the terms of this agreement.

If one of the above occurs, the LOCAL BOARD shall provide written notice to the Fiscal Agent requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the written notice, the LOCAL BOARD may either immediately terminate the agreement without additional notice, or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.

2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the LOCAL BOARD determine that the across the board reduction will affect this agreement, any funds allocated to the project and deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The LOCAL BOARD shall provide the Fiscal Agent reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will

meet and attempt in good faith to agree upon changes to this agreement to address such reduction.

3. State reorganization plan. The LOCAL BOARD shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the LOCAL BOARD is altered by legislative mandate or by direction of the State of Iowa or federal government.
4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the LOCAL BOARD liable in any manner for the resulting changes. The LOCAL BOARD shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such reorganization.
5. Upon notice. Either party may terminate this agreement by providing 30 days written notice to the other party.

**D. Confidentiality** - The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.

**E. Statement Regarding Meeting All Federal and State Requirements** - The Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.

**F. Records Retention** - The Fiscal Agent shall maintain records that document the validity of reports submitted to the LOCAL BOARD. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.

**G. Review of Contract Related Documentation** - Upon request, the Fiscal Agent shall allow authorized representatives of the LOCAL BOARD or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include off-site or on-site visits to the Fiscal Agent, the Fiscal Agent's central accounting office, the offices of the Fiscal Agent's agents, a combination of these, or by mutual decision, to other locations.

**H. Federal Lobbying Requirements** - In accordance with the requirements under 34 CFR 82, "New Restrictions on Lobbying," the Fiscal Agent shall comply with the restrictions on lobbying requirements. The Fiscal Agent certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### I. Certification Regarding Drug Free Workplace

Requirements for contractors who are not individuals. If Contractor is not an individual, by signing below Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph 1;
4. Notifying the employee in the statement required by subparagraph 1, that as a condition of employment on such contract, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the contracting agency within 10 days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.

Requirement for individuals. If Contractor is an individual, by signing below Contractor agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Notification Requirement. Contractor shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

1. Take appropriate personnel action against such employee up to and including termination; or
2. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- J.** Debarment, Suspension, And Other Responsibility Matter Requirements - In accordance with the requirements under 34 CFR 85, "Government-wide Debarment and Suspension (Non-procurement)," the Fiscal Agent shall comply with the debarment and suspension requirements. The Fiscal Agent agrees, to the best of its knowledge and belief, that it and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- K.** Environmental Tobacco Smoke Requirements - The Contractor shall comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States, local governments, by Federal grant, contract, loan, or loan guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children's services and that all sub-contractors shall certify accordingly.

Name of LOCAL BOARD

Legal Name of Fiscal Agent

  
Signature

Eric Gebhart  
Printed Name

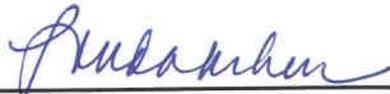
Board Chair  
Title

June 7, 2023  
Date

  
Signature

Anita Claman/ Area Director  
Printed Name/Title

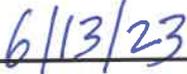
June 7, 2023  
Date

  
Signature

Linda Murken  
Printed Contact Name

Story County  
Agency

State of Iowa Story County Board of Supervisors Member  
Title

  
Date

900 6<sup>th</sup> St.  
Address

Nevada, Iowa 50201  
City, State, Zip Code

(515)-382-7201  
Telephone Number with Area Code



*No motion*  
~~APPROVED~~ ~~DENIED~~

Board Member Initials: *AM*

Meeting Date: 6/13/23

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3775 EP True Parkway, #124  
West Des Moines, Iowa 50265  
jtorbertidda@gmail.com  
www.iowadrainage.org**

**515/221-336-5089 (phone)  
515/598-7897 (fax)  
515/707-7451 (cell)**

June 1, 2023

Dear Story County Supervisors,

Enclosed is your county's dues statement for the 2023-24 fiscal year. For those that have supported us in the past with your membership, we urge you do so again. For those that have chosen not to participate, we hope you will consider doing so this year.

Membership costs only three cents/acre of land drained. This dues level is unchanged for the last four years. Membership in the mutual protection fund is assessed at 1 and 1/4 cent per acre drained – also unchanged.

Fighting the numerous challenges facing drainage rights requires a strong association. IDDA's strength comes from members who are willing to commit the necessary funds on an annual basis to keep the association moving forward. One primary example of the types of services we provide is this year's full update of the Drainage Law Book – the first update in more than a decade. The cost of this publication was underwritten by IDDA and the book was then provided free of charge to all member counties and advertisers.

Also included on your invoice is the assessment for the Mutual Protection Fund (MPF). Although it is voluntary, I strongly urge your participation. It is the mutual protection fund that gives IDDA the resources to play a larger role in the judicial and legislative arena. It also allows the association to retain part-time legal counsel as a further service to our membership. In today's environment, a great deal of policy is enacted by the courts and the MPF allows us to influence this very important area.

As I write this, the legislature has not yet adjourned. A major piece of legislation impacting drainage and levee districts is still pending and there may be a comprehensive interim study of drainage laws.

IDDA continuously works on your behalf in the state and federal regulatory arena, the court system, the state legislature, and Congress. Thank you for your continued support of the association.

Sincerely,

*Rick Pedersen*

IDDA President  
Member, Humboldt County Board of Supervisors

Iowa Drainage District Association  
 PO Box 509  
 Humboldt, IA 50548

RECEIVED

Date
6/1/2023

JUN 05 2023

John Torbert (515) 707-7451

To:
Story County Supervisors Story County Courthouse 900 6th St Nevada, IA 50201



Date	Transaction	Amount
05/31/2023	Balance forward	0.00
06/01/2023	INV #6997.	3,750.00
	--- County Dues, 125,000 @ \$0.03 = 3,750.00	
06/01/2023	INV #6998.	1,562.50
	--- County Mutual Protect(Optional), 125,000 @ \$0.0125 = 1,562.50	
	<b>Amount Due</b>	<b>\$5,312.50</b>



# Sheriff's Office



Story County

**PAUL H. FITZGERALD, Sheriff**

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

To: Board of Supervisors  
 Latifah Faisal  
 Lisa Heddens  
 Linda Murken

From: Sheriff Paul H. Fitzgerald *Fitz*

Date: June 5, 2023

Reference: FY22/23 Operational Carryover to Supplement CIP Training Center FY23/24



The Board of Supervisors (BOS) has approved through the Capital Improvement Plan (CIP) process to spend \$1,000,000 (\$1M) on a new training facility in FY2023/2024. The original ask for this training facility was approximately just over \$2M.

On April 4, 2023 I attended the BOS meeting with Facility Director Joby Brogden to discuss additional funding for this new training facility to be built in FY2023/2024. My goal was to use Sheriff's Office FY22/23 operational carry over to supplement the \$1M already approved.

Early year end estimations show the Sheriff's Office operational only carry over may be approximately \$100,000. I understand the administration/salary FY22/23 budget carry over will be placed back into the general fund for budget FY23/24.

It is my hope the BOS will approve the Sheriff's Office operational only FY22/23 budget carryover placed in the FY23/24 training center CIP funds to increase the \$1M already established to \$1.1M.

**APPROVED**      **DENIED**

Board Member Initials: *am*

Meeting Date: 6/13/23

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





Department of Information Technology  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7300 Fax 515-382-7349  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

6/8/2023

## Information Technology Quarterly Report

*June 8, 2023*

### **Training Information**

IT places informational and training documents in the monthly newsletter under the Ask IT! section. This month there is information on using the new phones, which are slightly different than the old phones. In this issue we cover call transfers, paging, and call history.

### **Public Auction**

Unfortunately, old phones are not a marketable commodity. We have listed the old VoIP phones several times for resale. Once in groups of 10 based on model and now as an entire lot. There has not been any interest so far.

### **Multi-factor Authentication**

We have started the MFA implementation in the Administration building and will continue to roll this out to the remaining offices as time allows. The two options for the second factor will be a code sent to a cell phone or a code sent to a fob/token.

### **Networking**

A State-owned network filtering device became defunct and caused network issues a few weeks ago. This resulted in a \$1,000 cost to Story County for troubleshooting expenses. The OCIO said they would replace the device, but we don't have a date. I have asked the state for reimbursement as well, but have not received an answer yet.

### **New Story County Expansion Building (former Mosaic)**

We are reviewing options for network capabilities at this location. I've received a few quotes for access to the Story County main network. The bus barn next door is interested in network access also which could reduce our costs somewhat. This might be an opportunity for a redundant network link in Nevada where we had none before. (Map)



Department of Information Technology  
Ph. 515-382-7300 Fax: 515-382-7349

### **Hardware Updates**

Firewall Replacements – complete

Core Switch replacements (3) – Fall 2023

Floor switches (3 of 7) – June-July 2023

Server and Storage installs and equipment returns (MAPSG) – complete

County Backup & Storage refresh – Fall 2023

Desk Phone Replacement – Complete

Desktop Replacements – 50 for FY2024 (5-yr. rotation)

### **HSC Server Room Expansion**

HSC server room is the back-up disaster recovery location for Story County. As CICS expands and needs more space, please don't forget that Story County server room has increased space needs too. The current space is too small to locate all of our back-up systems and there is not adequate space to maneuver around the rack without bumping a cable or a device. In the event of a disaster and that is the only remaining technical space, there would also need to be work space for IT staff.

### **Inventory**

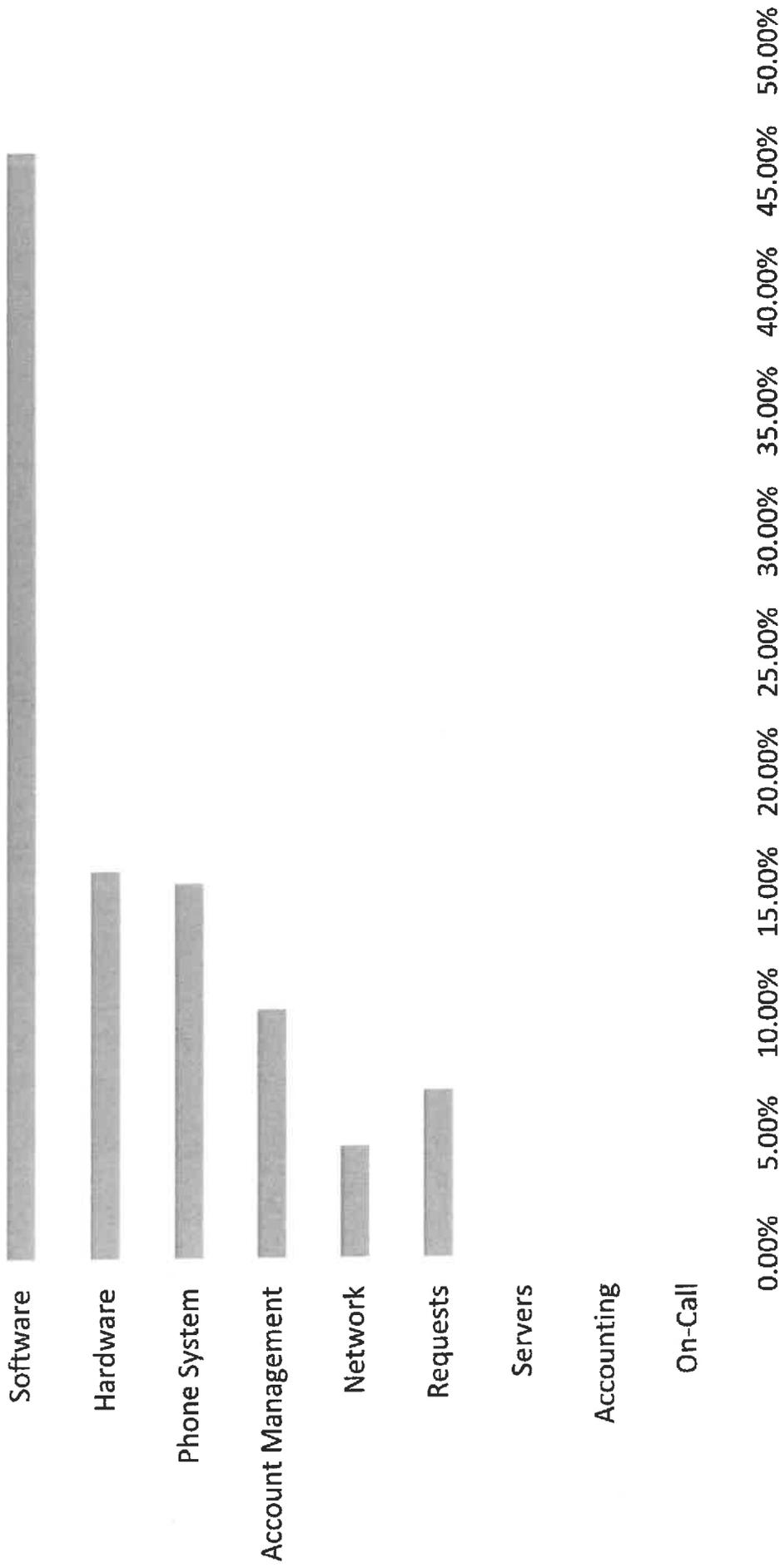
We just completed the annual hardware inventory with the Auditor's Office. This is traditionally a task that the Computer Support Technician completes, but this year we all got involved as Dean was new and wasn't familiar with the process. It was a good refresher for us all and helps us get the inventory cleaned up for when the State Auditors arrive and do their own audit.

### **Miscellaneous**

Reminder – IT needs to be involved in the discussions of items that would utilize network resources. For example, security cameras, cloud-based software, additional staff. We have to be able to calculate the bandwidth needs in order to size our fiber access accordingly. Some networks in geographic areas are easier to expand than others.

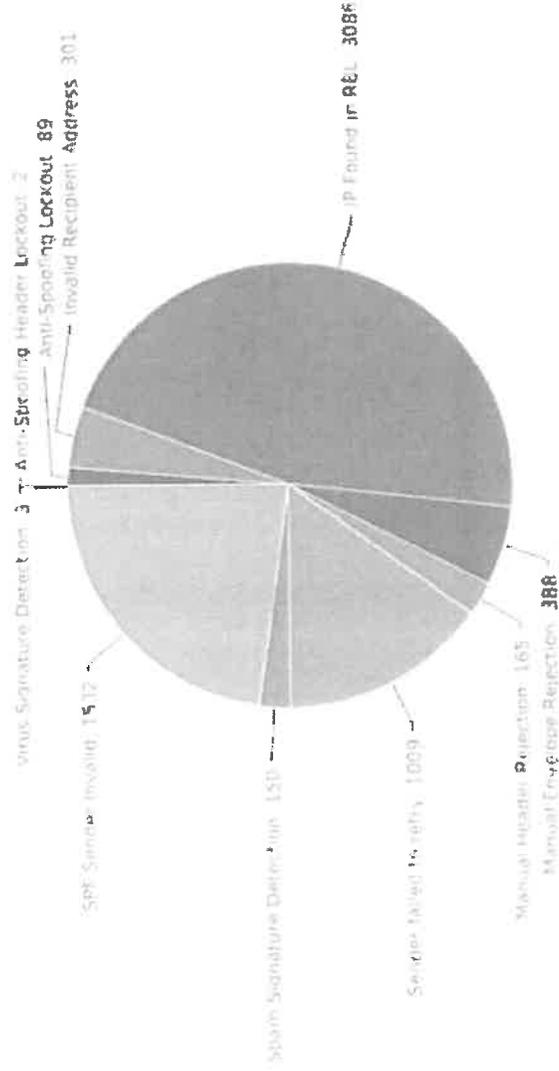
Public Meeting Room – the camera/microphone system seems to be working as it should. We've had a few comments on sound quality, but were able to conclude that there were issues on the caller's end.

# Service Ticket Categories



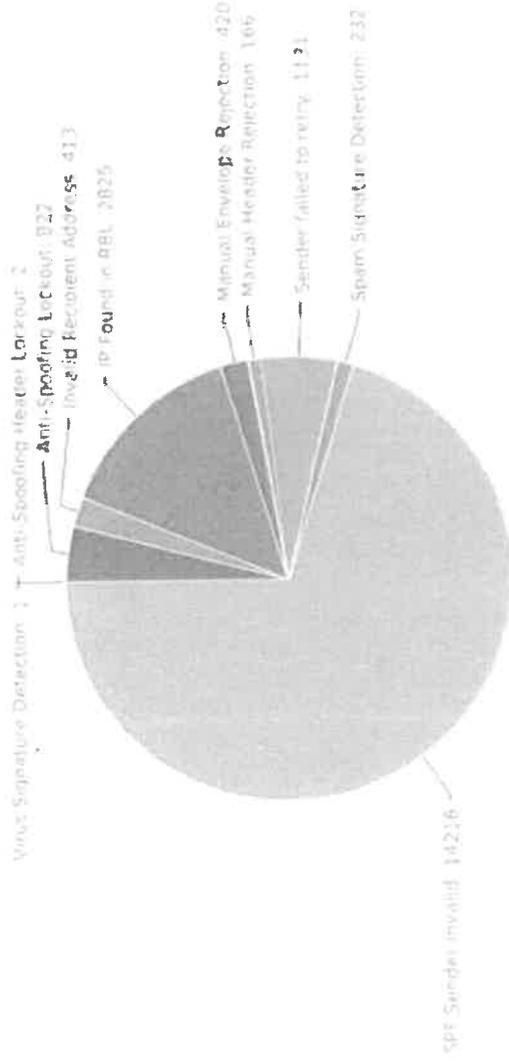
## Rejection Overview

Total Rejection Count: 6725



## Rejection Overview

Total Rejection Count: 2028



## Rejection Overview

Total Rejection Count: 51710

