

The Board of Supervisors met on 7/3/23 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken (via Zoom) and Lisa Heddens, with Faisal presiding. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

MINUTES: 6/27/23 Minutes – Murken moved, Heddens seconded approving the 6/27/23 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 7/5/23, in a) Treasurer's Office for Kaley Benda @ \$19.60/hr; effective 7/16/23 in a) Board of Supervisors for Bryce Garman @ \$21.64/hr. Heddens moved, Murken seconded approving Personnel Actions as listed.

CLAIMS: 7/6/23 Claims of \$1,371,207.34 (run date 6/29/23, 27 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$10,949.91), Holding Seized Funds (\$3,685.00), BooSt School Ready (\$11,567.31), BooSt Early Childhood (\$4,197.96), Emergency Management (\$4,583.10), E911 (\$8,619.40), County Assessor (\$1,983.19), City Assessor (\$37,081.95), Central Iowa Community Services (\$1,308,253.61). Murken moved, Heddens seconded approving claims as presented. Roll call vote. (MCU) Heddens moved, Murken seconded the approval of the Consent Agenda as listed.

1. Contract between Story County and HPC, LLC for construction services for permanent counter shields, effective 6/26/23-1/27/24, for \$330,000.00
2. Story County's Participation in the United Way of Story County's Day of Caring on 9/15/23
3. Resolution #24-02, to Abate Taxes Against Said Mobile Home due to Removal from Park
4. Service Agreement between Iowa Games and the Sheriff's Office for traffic control, effective 7/15/23, for \$65.00 an hour per Deputy Sheriff or \$32.50 an hour per Reserve Deputy for a minimum of two hours
5. Fees between Story County and IP Pathways for VMware Support and Licensing, effective 9/23/23-9/22/24, for \$12,168.00
6. Lease Agreement between Story County and Optima Life Services, Inc. for 3911 Calhoun Avenue, Ames, Iowa, effective 7/1/23-6/30/24, for \$5,405.00 a month
7. Lease Agreement between Story County and Optima Life Services, Inc. for 620 Duluth Street, Ames, Iowa, effective 7/1/23-6/30/24, for \$5,423.00 a month
8. Revised Story County Employee Handbook, effective 7/1/23
9. Updated City of Nevada Annexation Request
10. Renewal of Special Class C Retail Alcohol License for Raspberry Hill Management Co., 5500 240th Street, Ames, Iowa, effective 6/28/23-6/27/24, including outdoor services
11. FY23 Expenses from the Ames Economic Development Commission for the Workforce Development and Economic Development Planning contracts
12. Grant Agreement, using American Rescue Plan Act (ARPA) funding, between Story County and the Colo Telephone Company for Broadband Expansion Plans for up to \$5,500.00 with a performance period of 1/25/23-4/30/26
13. Service Agreement between the City of Collins and the Sheriff's Office for fireworks ordinance enforcement, effective 7/3/23, for \$65.00 an hour per Deputy Sheriff or \$32.50 an hour per Reserve Deputy for a minimum of two hours

Roll call vote. (MCU)

RESPONSE FROM STORY COUNTY TO THE REQUEST FOR INFORMATION RELEASED BY THE MID-IOWA PLANNING ALLIANCE FOR COMMUNITY DEVELOPMENT (MIPA) FOR THE PROVISION OF SERVICES TO

MIPA: Murken stated the Des Moines Area Metropolitan Planning Organization (DMMPO) has been providing space and administrative services to MIPA but its focus is transportation. MIPA needs a new home and issued a request for information (RFI) to all MIPA members about providing administrative services. Leanne Harter, County Outreach and Special Projects Manager, prepared the responses with the assistance of Human Resources. The Auditor's Office was also asked about fiscal agency capacity. Heddens asked for clarification about services requested. Murken replied DMMPO was providing comprehensive administrative services which need to be replaced. Heddens asked about the short timeline for responses. Murken replied this is an initial request about possible available services. The Board concurred to strike "at this point" from the fiscal agency portion of the County's response. Faisal stated Central Iowa Juvenile Detention may have capacity and MIPA should inquire. Murken agreed. Heddens again questioned the timeline; why are responses needed on 7/7/23 and then in October? Murken stated the July response is not a binding proposal. Murken moved approval of Response from Story County to the Request for Information Released by the Mid-Iowa Planning Alliance for Community Development (MIPA) for the Provision of Services to MIPA as listed with the noted change regarding the Auditor's Office and fiscal agency, seconded by Heddens. Roll call vote. (MCU) Heddens moved, Murken seconded to adjourn at 10:09 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building
900 6th St., Nevada, IA
7/03/23 (Monday)

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.

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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. CONSIDERATION OF MINUTES:

I. 6/27/23 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 7/5/23, in a) Treasurer's Office for Kaley Benda @ \$19.60/hr;
effective 7/16/23 in a) Board of Supervisor for Bryce Garman @ \$21.64/hr.

Department Submitting HR

8. CONSIDERATION OF CLAIMS:

I. 7/6/23 Claims

Department Submitting Auditor

Documents:

[CLAIMS 070623.PDF](#)

9. CONSENT AGENDA:

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

I. Consideration Of Contract Between Story County And HPC, L.L.C. For Construction Services For Permanent Counter Shields Effective 6/26/23 - 1/27/24 For \$330,000.00 (Budgeted)

Department Submitting Facilities Management

Documents:

[HPC.PDF](#)

II. Consideration Of Story County's Participation In The United Way Of Story County's Day Of Caring On September 15, 2023

Department Submitting Human Resources

Documents:

[UNITED WAY DAY OF CARING 2023.PDF](#)

III. Consideration Of Resolution #24-02, To Abate Taxes Against Said Mobile Home Due To Removal From Park

Department Submitting Treasurer's Office

Documents:

[RES 24 02.PDF](#)

- IV. Consideration Of Contract Between Sheriff's Office And Iowa Games For Traffic Control, Effective 7/15/2023, For \$65.00 Per Hour

Department Submitting Sheriff

Documents:

[IOWA GAMES.PDF](#)

- V. Consideration Of Fees Between Story County And IP Pathways For VMware Support And Licensing Effective 9/23/23 - 9/22/24 For \$12,168.00 (Budgeted)

Department Submitting Information Technology

Documents:

[IP PATHWAYS VMWARE.PDF](#)

- VI. Consideration Of Lease Agreement Between Story County And Optimae Life Services, Inc. For 3911 Calhoun Ames IA For \$5,405.00 Monthly Effective 7/1/23 - 6/30/24

Department Submitting Facilities Management

Documents:

[CALHOUN LEASE.PDF](#)

- VII. Consideration Of Lease Agreement Between Story County And Optimae Life Services, Inc. For 620 Duluth Ames IA For \$5,423.00 Monthly Effective 7/1/23 - 6/30/24

Department Submitting Facilities Management

Documents:

[DULUTH.PDF](#)

- VIII. Consideration Of Revised Story County Employee Handbook Effective July 1, 2023

Department Submitting Human Resources

Documents:

[EMPLOYEE HANDBOOK REVISIONS 2023.PDF](#)
[EMPLOYEE HANDBOOK 072023.PDF](#)

- IX. Consideration Of Updated Nevada Annexation Request

Department Submitting Planning and Development

Documents:

[STAFF MEMO.PDF](#)
[NEVADA ANNEXATION DOCUMENTS.PDF](#)

- X. Consideration Of Renewal Of Special Class C Retail Alcohol License For Raspberry Hill Management Co, 5500 240th St., Ames, Ia., Effective 6/28/23-6/27/24 Including Outdoor Services

Department Submitting Auditor

Documents:

[RASPBERRY HILL.PDF](#)

- XI. Consideration Of FY2023 Expenses From The Ames Economic Development Commission For The Workforce Development And Economic Development Planning Contracts

Department Submitting Board of Supervisors

Documents:

[FY23 ECONOMIC DEVELOPMENT EXPENSES.PDF](#)
[FY23 WORKFORCE DEVELOPMENT EXPENSES.PDF](#)

- XII. Consideration Of Grant Agreement Using American Rescue Plan Act (ARPA) Funding Between Story County And The Colo Telephone Company For Broadband Expansion Plans For Up To \$5,500 With A Performance Period Of 1/25/23 – 4/30/26

Department Submitting Board of Supervisors

Documents:

[BOS AGREEMENT ARPA PROJ 48.PDF](#)

- XIII. Consideration Of Service Agreement Between The City Of Collins And Story County Effective 7/3/23 For \$65.00/Hour Per Deputy

Department Submitting Sheriff

Documents:

[COLLINS CONTRACT.PDF](#)

10. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Response From Story County To The Request For Information Released By The Mid-Iowa Planning Alliance For Community Development (MIPA) For The Provision Of Services To MIPA – Linda Murken

Additional Item

Department Submitting Board of Supervisors

Documents:

[MIPA RFI FOR SERVICES.PDF](#)
[STORY COUNTY RESPONSE TO MIPA.PDF](#)

11. UPCOMING AGENDA ITEMS:

12. 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.

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

14. 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.

 **AIA® Document A105® – 2017****Standard Short Form of Agreement Between Owner and Contractor**

AGREEMENT made as of the 1st day of July in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Story County Board of Supervisors
900 Sixth Street
Nevada, IA 50010

and the Contractor:
(Name, legal status, address and other information)

HPC, L.L.C.
120 North Sherman
Ames, IA 50010

for the following Project:
(Name, location and detailed description)

Story County Permanent Counter Shields

The Architect:
(Name, legal status, address and other information)

Roseland, Mackey, Harris PC
1615 Golden Aspen Drive, Suite 110
Ames, IA 50010

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated May 23, 2023 , and enumerated as follows:

Drawings:

Number	Title	Date
See Attached List		

Specifications:

Section	Title	Pages
See Attached Table of Contents		

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
#1	May 18, 2023	2

Init.

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

- Not later than () calendar days from the date of commencement.
- By the following date: January 27, 2024

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Three hundred thirty thousand and no/100 (\$ 330,000.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: None
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
None	

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Payment is due 30 days after receiving Contractor's final Application for Payment

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

1.5 % one and one half percent

ARTICLE 5 INSURANCE See Attached Supplementary Conditions

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

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§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

Standard email procedures between all parties involved.

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such

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deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

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§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

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§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment,

Int.

all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take

reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

Int.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

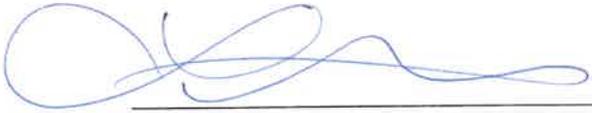
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)



OWNER (Signature)

Latifah Faisal BOS Chair

(Printed name and title)



6-26-23

CONTRACTOR (Signature)

Curtis Pike, Manager

(Printed name and title)

LICENSE NO.:

JURISDICTION:

Init.

ARCHITECTURAL

A0.0	Title Sheet/Index/Symbols
A0.1	Location Plan
A6.1	Ground Level - Information Technology (IT)
A6.2	Ground Level - Facilities Management (FM)
A6.3	Ground Level - Planning & Development (PD)
A6.4	Ground Level - Environmental Health (EH)
A1.1	First Floor - Information Desk (ID) - ALTERNATE #1 -
A1.2	First Floor - Assessor Desk (AS)
A1.3	First Floor - Recorder Office (RE)
A1.4	First Floor - Treasurer Office (TR)
A2.1	Second Floor - Board of Supervisors (BOS)
A2.2	Second Floor - Auditor (AU)
A3.1	County Engineer Building
A3.2	Animal Shelter Building
A4.0	Door Schedule & Details

MECHANICAL/ELECTRICAL

ME0.0	SYMBOLS, LEGEND AND DRAWING INDEX
ME0.1	OVERALL ADMINISTRATION BUILDING PLANS
ME1.0	INFORMATION TECHNOLOGY MEP PLANS
ME1.1	FACILITIES MEP PLANS
ME1.2	PLANNING & DEVELOPMENT MEP PLANS
ME1.3	ENVIRONMENTAL HEALTH MEP PLANS
ME2.0	ASSESSOR MEP PLANS
ME2.1	RECORDER OFFICE MEP PLANS
ME3.0	BOARD OF SUPERVISORS MEP PLANS
ME4.0	ANIMAL SHELTER MEP PLANS

**SECTION 00 7300
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO AIA A201

- A. **ARTICLE 11.5 - PERFORMANCE BOND AND PAYMENT BOND**
 - 1. Add the following subparagraph:
 - a. 11.5.3: The bond value requirements are as follows:
 - 1) Provide bonds on AIA A312.
 - 2) Provide a 100 percent Performance Bond.
 - 3) Provide a 100 percent Payment Bond.
 - 4) Deliver bonds within 7 days after execution of the Contract.
- B. **ARTICLE 17: INSURANCE**
 - 1. Insurance coverage shall not be less than the following:
 - a. Worker's Compensation:
 - 1) Statutory limits
 - b. Contractor's General Liability on an occurrence basis, limit applies per this project:
 - 1) Each occurrence: \$1,000,000
 - 2) Fire damage: \$100,000
 - 3) Medical expense per person: \$5,000
 - 4) Personal & Adv. Injury: \$1,000,000
 - 5) General aggregate: \$2,000,000
 - 6) Products-Comp/Op Aggregate: \$2,000,000
 - c. All Automobile Public Liability:
 - 1) Personal Injury: \$1,000,000/\$1,000,000
 - 2) Property damage: \$100,000 each occurrence
 - d. Contractor's Excess Liability:
 - 1) Combined bodily injury and property damage: \$5,000,000 over primary
 - e. Builder's Risk insurance: All risk contract value to be provided by the Owner.
 - 2. All Contractor's insurance policies shall name the Architect and the Owner as additional insured's for b., c., and d. above.

1.03 ADDITIONAL ARTICLE - DEFINITIONS

- A. **PRODUCTS:** Means new material, machinery, components, equipment, fixtures, and systems forming the work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for re-use.
- B. **FURNISH OR SUPPLY:** To supply and deliver, unload, inspect for damage.
- C. **INSTALL:** To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.
- D. **PROVIDE:** To furnish or supply, plus install.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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**STORY COUNTY SHERIFF
SERVICE AGREEMENT
23-12**

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

Definitions:

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

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

The Iowa Games, hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

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

Additional Terms, if none then state "none":

None _____

Terms

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

Contractor Address:
Iowa Games
1421 S. Bell #104
Ames, IA 50010
888-777-8881 ext. 701

I Description of Services

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

II Additional Services

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

1. 2 Full-Time Deputies

- One deputy at start (near Cambridge cemetery)
- One deputy at turn around (close to HWY 30)

III Times and location(s)

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

Location: 580th Ave between Cambridge and Hwy 30
Time: 1245 – 1500hrs

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

State date of service: _____
Day Month Year

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

Date of service: 15th July 2023
Day Month Year

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

Start date of service: _____
Day Month Year

Chart

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

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

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

V Fees

The Contractor agrees to pay:

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

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

VI Payment

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

VII Changes or Termination during the Agreement

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

VIII Confidentiality

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

IX Liability

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

X Acts of God and Acts of Others

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

XI Hazards

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

XII Inconsistent Terms

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

XIII Representative

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

Service Provider Representative

Sgt. Liz Quinn
Lt. Gary Backous
515-382-7457

Contractor Representative

Aaron Hughes
888-777-8881 x 701 (O)

Address:

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

Iowa Games
1421 S. Bell Ave #104
Ames, IA 50010
515-292-3251
Aaron.hughes@iowagames.org

Billing Address:

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

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

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

Service Agreement Signatures

Service Provider



Authorized Representative

~~Lieutenant~~ ^{Sergeant} Support Services
Title

6/28/2023
Date

Contractor

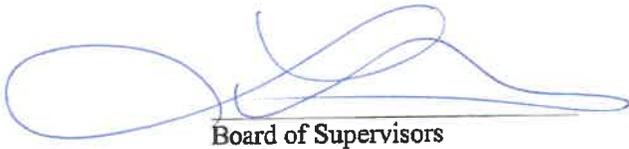
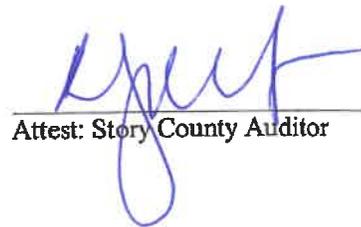


Authorized Representative

Director of Sports and Competitions
Title

06/27/2023
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 7/3/2023


Board of Supervisors
Attest: Story County Auditor

(Staple attachments to back)

LEASE - BUSINESS PROPERTY - SHORT FORM
(With modifications)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 165
Recorder's Cover Sheet

Prepared by/Return to:

Ethan P. Anderson, 1315 S. B Ave., Nevada, IA 50201, Phone: (515) 382-7255

Pages: Ten (10) including this page

Official Board Action date: __/__/__

Reference Number: _____

BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this ___ day of _____, 2023, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Optimae LifeServices, Inc., an Iowa corporation, ("Tenant"), whose address for the purpose of this lease is 602 East Grand, Des Moines, Iowa, 50309, and whose permanent address is 301 W. Burlington Avenue, Fairfield, IA 52556.

The parties agree as follows.

1. PREMISES AND TERM.

Landlord leases to Tenant the following real estate, situated in Story County, Iowa described as one building property owned by Story County, Iowa and situated in Story County, Iowa:

The residential care facility building located at 3911 Calhoun, Ames, Iowa 50010 commonly referred to as the "Calhoun House".

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2023, and ending on the 30th day of June, 2024, upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one year terms either by signing a new lease or by signing an addendum.

2. RENT.

Tenant agrees to pay Landlord as rent **\$5,405 per month** on or before the 1st day of July, 2022, and on or before the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All rent payments are to be made payable to Story County Iowa, 900 6th Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6th Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum.

3. SECURITY DEPOSIT.

No security deposit is required by Landlord.

4. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

5. USE.

It is the understanding of the parties that the intended use of the properties is for Optimae LifeServices business. Optimae LifeServices shall use the premises only for this purpose.

6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

Landlord responsibilities:

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning, windows, exterior walls, foundation. Landlord will maintain all outside public areas lawns, sidewalks, driveways and parking areas including snow removal. See paragraph 20. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 2:00 p.m. to 10:30 p.m. Monday through Friday.** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.
- (b) Landlord will be responsible to make all changes to its properties to comply with federal, state or municipal code changes at Landlord's expense.

Tenant responsibilities:

- (c) Tenant takes the premises as is, except as herein provided.
- (d) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, **INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.**

- (e) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
- (f) Tenant shall contact the Landlord immediately upon notice of any of the following:
 - (1) for any ceiling water leak, service water or plumbing leak;
 - (2) for loss of electricity;
 - (3) for loss of heat or air conditioning;
 - (4) broken glass including building light fixtures;
 - (5) doors/windows that do not open/close or lock.
- (g) Notwithstanding anything to the contrary in this paragraph 6, Tenant shall be responsible for maintaining and repairing any contents that Tenant replaces under paragraph 20 of this lease agreement, and Tenant may repair or maintain such contents without obtaining Landlord's prior written consent.

The following 24 hour emergency number shall be used and kept available for Optima Lifeservices personnel at all building locations:

Facilities Management Emergency Number

(515) 460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be requested through Asset Essentials at <https://assetessentials.dudesolutions.com/StoryCountyIA/Home/Index>

7. MECHANICS' LIENS AND NOTICE TO SOLICITORS.

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic' liens against public property are barred by Iowa Code Section 626.109. Tenant shall not perform any improvement/work to the property or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises without Landlord's prior written consent, which consent shall not be unreasonable withheld. Should Tenant be

approached by solicitors Tenant is to immediately notify Landlord and notify solicitors that only Landlord may authorize and perform improvements.

8. UTILITIES AND SERVICES.

Tenant shall pay for the following listed utilities: water, electric, gas, sewer and trash services. The listed utilities will remain in Landlord's name and Tenant will be billed for payment. Tenant is to provide a billing address (if different from the address found at paragraph 17) to landlord. Tenant shall reimburse landlord within ten (10) days of receipt of bill from landlord. Snow removal and lawn care services are excluded and provided by Landlord as stated in paragraph 6a. Landlord shall not be liable for damages for failure to perform as herein provided arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services. Utility payments not paid before the next month's utility bill is sent are subject to an automatic 10% late fee. Utility payments are to be made payable to and mailed/delivered to: Story County Iowa, 900 6th Street, Nevada, IA 50201.

9. SURRENDER.

Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease without a written lease or written amendment along with the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease. The landlord may refuse to accept month-to-month payment beyond the lease term without a signed written amendment or new signed lease.

10. ASSIGNMENT AND SUBLETTING.

No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

11. INSURANCE.

Landlord and Tenant agree to the following.

(a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

(b) **Liability insurance.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and

\$5,000,000.00 annual aggregate per each of the three building locations. This policy shall include an endorsement listing Story County Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

12. LIABILITY FOR DAMAGE.

Each party shall be liable to the other for all damage caused to the other's property due to the negligence, reckless or intentional acts caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. INDEMNITY.

Except for negligence, reckless or intentional acts of Landlord or Landlord's agents, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. DAMAGE.

In the event of damage to the premises so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by written notice of one party to the other and delivered registered or certified mail to the designated address found in paragraph 17 of this agreement. Thirty (30) days after such notice, the parties shall be released from all obligations under this agreement for the remainder of the lease term. This paragraph is not intended as, and does not operate as, a release for any delinquent rent owing by Tenant or liability for damages owing to either Tenant or Landlord occurring before the notice.

15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

Landlord and Tenant agree to the following.

Events constituting default by tenant:

Each of the following shall constitute an event of default by Tenant.

- (a) Failure to pay rent when due;
- (b) Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease;

- (c) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; and
- (d) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankrupt; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

Notice of default:

Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, (including rent) that cannot be remedied in ten (10) days by diligent efforts, the Tenant shall propose an additional period of time (in writing) in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any one year (365 day) lease period.

Remedies:

In the event Tenant has not remedied a default as required by this agreement and assuming proper notice has been given, Landlord may proceed with all available remedies at law or in equity, including but not limited to termination of the lease. In the event of termination of this lease, Landlord shall be entitled to pursue all legal means available to recover possession of the premises. Landlord shall also be entitled to pursue and obtain money judgment against Tenant for the balance of rent agreed to be paid for the lease term, for any damages to the premises plus all expenses of landlord in enforcing these remedies and reletting the premises, including reasonable attorney's fees and court costs.

16. RIGHT TO ADVERTISE.

Landlord, during the last 90 days of this lease, unless the parties to this lease have agreed to renew the lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" signs. Tenant will permit prospective tenants or buyers to enter and examine the premises during reasonable business hours.

17. LEGAL NOTICES AND DEMANDS.

All legal or other notices and demands required by this agreement to be in

writing shall be delivered to the parties hereto at the addresses designated in this paragraph unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. The address of Landlord is:

Story County Iowa, 900 6th Street, Nevada, IA 50201

The address of the Tenant is:

Optimae LifeServices, Inc., 602 East Grand Avenue, Des Moines, IA 50309

18. PROVISIONS BINDING.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

19. CERTIFICATION.

Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

20. CONTENTS

Landlord will leave contents on the premises. Contents are defined as "furniture, couches, tables, supplies, chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, beds, dressers, end tables, lamps, lockers and any miscellaneous furniture type items that are not permanently affixed." All contents are left on the premises at the discretion of Landlord. Tenant shall be granted ownership of all contents that Landlord left on the premises by executing an Asset Purchase Agreement and Bill of Sale.

21. ADDITIONAL PROVISIONS.

Access to the residential care facility will be granted to Landlord at all times without prior approval by Tenant. Landlord will notify Tenant when it plans to access the residential care facilities when prior notice is practical.

No custodial duties will be provided by Landlord at the residential care facilities.



LANDLORD, Story County Iowa
Authorized signature
Latifah Faisal, Chair, Story County Board of Supervisors

7.3.23
Date



TENANT, Optimae LifeServices, Inc.
Authorized signature
Meghan Foster, Chief Operations Officer

6/23/2023
Date

LEASE - BUSINESS PROPERTY - SHORT FORM
(With modifications)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 165
Recorder's Cover Sheet

Prepared by/Return to:

Ethan P. Anderson, 1315 S. B Ave., Nevada, IA 50201, Phone: (515) 382-7255

Pages: Ten (10) including this page

Official Board Action date: __/__/__

Reference Number: _____

BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this ___ day of _____, 2023, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Optimae LifeServices, Inc., an Iowa corporation, ("Tenant"), whose address for the purpose of this lease is 602 East Grand, Des Moines, Iowa, 50309, and whose permanent address is 301 W. Burlington Avenue, Fairfield, IA 52556.

The parties agree as follows.

1. PREMISES AND TERM.

Landlord leases to Tenant the following real estate, situated in Story County, Iowa described as one building property owned by Story County, Iowa and situated in Story County, Iowa:

The residential care facility building located at 3911 Calhoun, Ames, Iowa 50010 commonly referred to as the "Calhoun House".

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2023, and ending on the 30th day of June, 2024, upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one year terms either by signing a new lease or by signing an addendum.

2. RENT.

Tenant agrees to pay Landlord as rent **\$5,405 per month** on or before the 1st day of July, 2022, and on or before the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All rent payments are to be made payable to Story County Iowa, 900 6th Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6th Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum.

3. SECURITY DEPOSIT.

No security deposit is required by Landlord.

4. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

5. USE.

It is the understanding of the parties that the intended use of the properties is for Optimae LifeServices business. Optimae LifeServices shall use the premises only for this purpose.

6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

Landlord responsibilities:

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning, windows, exterior walls, foundation. Landlord will maintain all outside public areas lawns, sidewalks, driveways and parking areas including snow removal. See paragraph 20. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 2:00 p.m. to 10:30 p.m. Monday through Friday.** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.
- (b) Landlord will be responsible to make all changes to its properties to comply with federal, state or municipal code changes at Landlord's expense.

Tenant responsibilities:

- (c) Tenant takes the premises as is, except as herein provided.
- (d) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, **INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.**

- (e) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
- (f) Tenant shall contact the Landlord immediately upon notice of any of the following:
 - (1) for any ceiling water leak, service water or plumbing leak;
 - (2) for loss of electricity;
 - (3) for loss of heat or air conditioning;
 - (4) broken glass including building light fixtures;
 - (5) doors/windows that do not open/close or lock.
- (g) Notwithstanding anything to the contrary in this paragraph 6, Tenant shall be responsible for maintaining and repairing any contents that Tenant replaces under paragraph 20 of this lease agreement, and Tenant may repair or maintain such contents without obtaining Landlord's prior written consent.

The following 24 hour emergency number shall be used and kept available for Optimaes Lifeservices personnel at all building locations:

Facilities Management Emergency Number

(515) 460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be requested through Asset Essentials at <https://assetessentials.dudesolutions.com/StoryCountyIA/Home/Index>

7. MECHANICS' LIENS AND NOTICE TO SOLICITORS.

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic' liens against public property are barred by Iowa Code Section 626.109. Tenant shall not perform any improvement/work to the property or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises without Landlord's prior written consent, which consent shall not be unreasonable withheld. Should Tenant be

approached by solicitors Tenant is to immediately notify Landlord and notify solicitors that only Landlord may authorize and perform improvements.

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Tenant shall pay for the following listed utilities: water, electric, gas, sewer and trash services. The listed utilities will remain in Landlord's name and Tenant will be billed for payment. Tenant is to provide a billing address (if different from the address found at paragraph **17**) to landlord. Tenant shall reimburse landlord within ten (10) days of receipt of bill from landlord. Snow removal and lawn care services are excluded and provided by Landlord as stated in paragraph **6a**. Landlord shall not be liable for damages for failure to perform as herein provided arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services. Utility payments not paid before the next month's utility bill is sent are subject to an automatic 10% late fee. Utility payments are to be made payable to and mailed/delivered to: Story County Iowa, 900 6th Street, Nevada, IA 50201.

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In the event of damage to the premises so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by written notice of one party to the other and delivered registered or certified mail to the designated address found in paragraph 17 of this agreement. Thirty (30) days after such notice, the parties shall be released from all obligations under this agreement for the remainder of the lease term. This paragraph is not intended as, and does not operate as, a release for any delinquent rent owing by Tenant or liability for damages owing to either Tenant or Landlord occurring before the notice.

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The address of the Tenant is:

Optimae LifeServices, Inc., 602 East Grand Avenue, Des Moines, IA 50309

18. PROVISIONS BINDING.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

19. CERTIFICATION.

Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

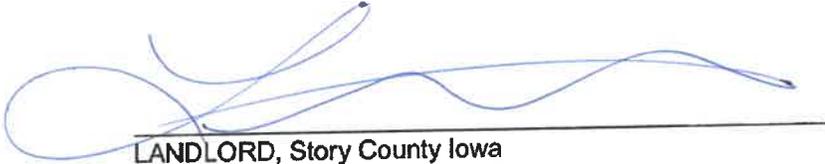
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21. ADDITIONAL PROVISIONS.

Access to the residential care facility will be granted to Landlord at all times without prior approval by Tenant. Landlord will notify Tenant when it plans to access the residential care facilities when prior notice is practical.

No custodial duties will be provided by Landlord at the residential care facilities.



LANDLORD, Story County Iowa
Authorized signature
Latifah Faisal, Chair, Story County Board of Supervisors

7-3-23

Date



TENANT, Optima Life Services, Inc.
Authorized signature
Meghan Foster, Chief Operations Officer

6/23/2023

Date

Facilities Management Emergency Contact Information

EMERGENCY NUMBER ONLY:

(515) 460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (in red, above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be requested through Asset Essentials at <https://assetessentials.dudesolutions.com/StoryCountyIA/Home/Index>

-Thank You-

Story County Facilities Management

This sign is to reproduced and displayed by Tenant in a prominent location at each building location during the lease term.

Dear Employee:

Story County has provided this handbook to give you an overview to our policies and benefits.

This employee handbook is given to all employees. Periodically, this handbook may be revised. It is designed so any additions or corrections can be made by simply replacing pages.

The policies included in this handbook are guidelines and do not constitute a contract or agreement between the employee and employer and may be changed at any time. It should also be understood that your employment status is "at-will" which means your employment may be terminated without notice at any time, with or without reason by either you or the County.

Please keep in mind that if you work in a department with a Governing Board different than the Board of Supervisors, and that Board has more restrictive policies in any areas, then those policies will apply. In those cases, employees will be advised by their respective Elected Officials or Department Heads.

We hope that your experience with Story County will be positive and rewarding.

Thank you,

Chair,

Board of Supervisors

Mission Statement

Engaging our diverse communities
to responsibly provide quality opportunities
and services that matter.

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SECTION I

About This Handbook and the At-Will Employment

ABOUT THIS HANDBOOK AND THE AT-WILL EMPLOYMENT RELATIONSHIP

ALTHOUGH STORY COUNTY HAS DISTRIBUTED THIS HANDBOOK TO BE HELPFUL, THE EMPLOYEE SHOULD UNDERSTAND THAT NEITHER THIS HANDBOOK NOR ANY RULES, REGULATIONS, OR POLICIES CONTAINED IN THIS HANDBOOK OR OTHERWISE EXPLAINED CONSTITUTE AN EMPLOYMENT CONTRACT. AN EMPLOYEE IS TO BE AWARE OF AND UNDERSTAND THE FACT THAT THE EMPLOYEE MUST CONFORM TO THE RULES, REGULATIONS, AND POLICIES OF THE COUNTY, AND THAT THE EMPLOYMENT RELATIONSHIP IS ON AN "AT- WILL" BASIS THAT CAN BE TERMINATED EITHER WITH OR WITHOUT REASON, EITHER WITH OR WITHOUT NOTICE, AT ANY TIME, AT THE OPTION OF EITHER THE EMPLOYEE OR THE COUNTY BOARD OF SUPERVISORS. NO REPRESENTATIVE OF STORY COUNTY, EXCEPT THE STORY COUNTY BOARD OF SUPERVISORS OR ITS DELEGATED REPRESENTATIVE HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME OR TO MAKE ANY AGREEMENT CONTRARY TO THIS RULE.

The information contained in this handbook is presented for the benefit of all present and future County employees. The County is committed to periodically reviewing this information and reserves the right to revise, change, correct and update this handbook at any time. When this happens, the County will provide the employee with the changes or replacements to the handbook. Each employee is responsible for reading such changes and replacements and asking an immediate supervisor about anything that is unclear.

All employee handbooks and employee handouts issued prior to July 1, 2023 are replaced by this handbook. Documents issued prior to this date should be discarded. This handbook is effective July 1, 2023.

SECTION II

Open Door/Conflict Resolution Policy

OPEN DOOR / CONFLICT RESOLUTION POLICY

FOR PEOPLE TO WORK TOGETHER EFFECTIVELY, THERE MUST BE AN ATMOSPHERE BASED ON MUTUAL TRUST AND RESPECT. HOWEVER, THERE ARE BOUND TO BE OCCASIONAL MISUNDERSTANDINGS AND DISAGREEMENTS. IT IS IMPORTANT THAT THESE BE ADDRESSED IN A TIMELY FASHION.

In general terms, the policy is simply an attitude of consideration for each individual's viewpoint. More specifically, it invites the employee to express freely to an immediate supervisor about the job, or about Story County policies. If there is a problem, a misunderstanding, or a request, the employee is encouraged to talk to the respective immediate supervisor about it. If the employee's immediate supervisor is not able to give a satisfactory answer, and the immediate supervisor is not the Department Head or Elected Official, the employee must take the problem to the respective Department Head or Elected Official. If the Department Head, Elected Official, or immediate supervisor is not able to give the employee a satisfactory answer, the employee must take the problem to Human Resources. If Human Resources is unable to give the employee a satisfactory answer, the employee must take the problem to the Board of Supervisors, or appropriate governing body, who will render a final decision. An issue submitted to the Board of Supervisors must be presented in writing.

When the issue personally involves the immediate supervisor, with whom the employee would ordinarily discuss a problem, the employee may bypass that individual and proceed to the next person in authority without fear of reprisal.

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EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of Story County to implement equal opportunity to all qualified employees and applicants for employment, without unlawful regard to race, religion, creed, color, sex, age, national origin, sexual orientation (defined as both actual and perceived heterosexuality, homosexuality and bisexuality), gender identity (defined as gender-related identity, regardless of the person's assigned sex at birth), or disability, and positive action shall be taken to ensure the fulfillment of this policy. The obligation includes: hiring, placement, upgrading, transfer, or demotion; recruitment; advertising, or solicitation for employment; treatment during employment; rates of pay or other forms of compensation; selection for training; layoffs or termination.

EMPLOYMENT ELIGIBILITY VERIFICATION FORM PROCESS (I-9)

The Immigration Reform and Control Act of 1986 requires the County to verify and document both the identity and employment eligibility of all persons hired after November 6, 1986. The employee is presented an I-9 form to complete and attest the employee is eligible for employment. The County is required to examine original documentation presented by the employee establishing identity and employment eligibility. The I-9 form lists acceptable documentation. The I-9 form will be placed in an I-9 file and retained for the longer of three years after the date of hire or one year after employment ends. In addition, Story County is an E-Verify Employer utilizing the web-based program administered by the U.S Department of Homeland Security, USCIS Verification Division and the Social Security Administration which supplements the current I-9 employment eligibility verification process

AMERICANS WITH DISABILITY ACT AMENDMENTS ACT (ADAAA) / PREGNANT WORKERS FAIRNESS ACT (PWFA)

The Americans with Disability Act Amendments Act (ADAAA) prohibits discrimination against qualified individuals on the basis of a physical or mental impairment that substantially limits a major life activity. It is the policy of the County to comply with the ADAAA. The County will not discriminate against any qualified employee with respect to any terms, privileges, or conditions of employment because of that person's physical or mental disability. In compliance with the ADAAA, the County will consider reasonable accommodations that do not pose undue hardship to the County to enable qualified employees with disabilities to perform the essential functions of the position. The County encourages employees to make suggestions regarding reasonable accommodations to Human Resources.

Under the Pregnant Workers Fairness Act (PWFA), pregnant workers shall not be discriminated against based on the employee's pregnancy or childbirth complications. The County will work with any pregnant workers should complications with pregnancy or childbirth arise regarding reasonable accommodations.

GINA COMPLIANCE

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that employees not provide any genetic information when responding to requests for medical information. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual

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or an individual's family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

EMPLOYMENT OF RELATIVES

It is Story County's policy to hire the best qualified person available for each position. Family members of current employees are eligible for employment, subject to limitations of state law governing the employment of family members of public and elected officials and limited by the terms of this policy. This policy applies to all County departments/offices and all categories of employment, including full-time, part-time, and temporary classifications.

To avoid the appearance of favoritism and/or difficulties in administering corrective action, the County will not hire, appoint, transfer, promote, or otherwise place an individual in a position that involves the supervision of, or by, a family member. For purposes of this policy, "family member" includes the individual's mother, father, brother, sister, grandparent, spouse, son, daughter, grandchild, great-grandchild, niece, nephew, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law.

Supervisor/subordinate situations in which an employee becomes an immediate family member or establishes a close personal/dating relationship will not be allowed. If this occurs, only one of the employees will be allowed to keep the current position. The other employee will be given the option of transferring to another position, if available, or resigning with the County. The employees involved will first be given the opportunity to make the decision. However, if the decision is not made in a timely manner, the County reserves the right to make the decision.

PROMOTION

Story County considers internal candidates along with external candidates for open positions.

An employee's potential for promotion will be based upon job performance, management evaluation of ability to accept more responsibility, and the availability of a promotional opening. As a position becomes available, the appropriate immediate supervisor may consider those individuals within the respective department who may have interest in the position and have prepared and developed skills to fulfill the necessary qualifications. To this end, each employee is responsible for keeping the Department Head or Elected Official informed of career interests and pursuits in continuing education.

JOB POSTING

Whenever a position becomes available for external candidates (including regular full-time, regular part-time, seasonal and temporary), a notice of such opening will be posted on the County's website and the bulletin boards located on the main floor of the Story County Administration Building for a minimum of ten calendar days and remain until the position is filled. (However, at the discretion of the immediate supervisor and/or Department Head or Elected Official, a different deadline for applications may be set, as long as it complies with the minimum of 10 days.) The notice will contain the position title, a brief job description, and minimum hiring specifications.

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Applications shall be submitted through Story County's Online Application Process. All applicants, including current employees, shall be considered on the basis of job-related qualifications including attitude, skill, ability, past performance, efficiency and disciplinary record. Military service may also be a factor in hiring decisions, as provided by Iowa's Veteran's Preference law.

REHIRE

An employee who terminates employment with the County in good standing will be considered for any position for which the employee applies if the employee meets minimum qualifications regardless of the individual's race, creed, religion, color, sex, age, national origin, sexual orientation, gender identity, veteran status, physical or mental condition or pregnancy or any other disability. Credit for previous employment will be given if voluntary separation was for a period of sixty (60) days or less.

ORIENTATION PERIOD

Although efforts are made to hire individuals likely to be successful in the position for which hired, all newly hired employees will have an orientation period of six (6) months. Employment is at-will during this period. This period gives the employee an opportunity to become acquainted with the job and gives the County an opportunity to evaluate the employee's fitness for the position. Employees will be given an evaluation every sixty (60) days or two (2) months by their immediate supervisor during this period.

If, at the conclusion of the Orientation Period, the Department Head or Elected Official decides employment should be continued, it will continue on an "at-will" basis.

CLASSIFICATION OF EMPLOYEES

All employees of Story County are employed on an "at will" basis. "At will" is defined as an employment relationship that can be terminated by either the employee or the County with or without notice, for any reason, or for no reason at all. There are no expressed or implied agreements with respect to the term of employment.

All employees are designated as either NONEXEMPT or EXEMPT under federal and state wage and hour laws.

NONEXEMPT - Employees are entitled to overtime pay under the specific provisions of federal and state wage and hour laws.

EXEMPT - Employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above designations, an employee will belong to one other employment classification:

REGULAR FULL-TIME - Employees who are not in a temporary status and who are anticipated to be scheduled to work the County's full-time schedule are classified as Regular Full-Time. These employees are eligible for the employer's full benefit package, subject to the terms, conditions, and limitations of each benefit package

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REGULAR PART-TIME - Employees who are not in a temporary status and who are anticipated to be regularly scheduled to work less than the County's full-time schedule are classified as Regular Part-Time. These employees shall be classified as one-quarter (1/4), one-half (1/2), or three-quarter (3/4) time with benefits prorated accordingly or benefits provided as required by law. Regular Part-Time employees may be eligible for a portion of the employer's benefit package subject to the terms, conditions, and limitations of each benefit program. (Example: one-quarter (1/4) time employees must work twenty (20) hours per bi-weekly period to qualify; one-half (1/2) time employees must work forty (40) hours per bi-weekly period to qualify; and three-quarter (3/4) time employees must work sixty (60) hours per bi-weekly period to qualify.

TEMPORARY - Employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project are classified as Temporary. Employment assignments in this category are of an unlimited and indefinite duration. Employment beyond any initially stated period does not in any way imply a change in employment status. "Temporary" employees retain that status until notified of a change. Only legally mandated benefits (such as Social Security, workers' compensation insurance, and IPERS once eligible) are provided to temporary employees.

Classification is not a limitation upon, nor a guarantee of, the number of hours one may be required to work. All employees, regardless of classification, are employees at-will.

EMPLOYEE RECORDS AND PRIVACY

Employee Records

The County maintains a personnel file for each employee which contains job-related information, such as application and/or resume, employment records, performance reviews, records of job changes, pay information, payroll deductions, education and training records, letter of commendation, and corrective action memos. This information, in addition to attendance records, may be used to determine qualifications for transfer or promotion within the County.

If there are any changes in personal information, each employee must contact Human Resources. It is very important that records are up to date.

Personal information about the employee that has little or nothing to do with work performance will be kept in a separate file and will not be available to anyone except Human Resources and authorized personnel. This includes medical benefits dates, record of personal finances such as wage garnishments, life insurance beneficiaries and other similar types of information. These items are required to administer benefit plans, to meet the County's legal obligations, and to carry out other aspects of personnel administration, but are not necessary for the operating areas.

Internal Access

Internal access to personnel files is extremely limited and particular attention is paid to the proper use of the information.

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Record Review Procedure

An employee has the right to review the employee's personnel file. The employee may request and receive copies of documents in the employee's personnel file. If the employee wishes to review information contained in the employee's personnel file, a notification may be sent to Human Resources. The employee must complete a "Request to Examine Employee Records" form. A County representative will be present during the examination. The employee will be allowed a reasonable amount of time for inspection of the file. The employee may, at the employee's own expense, request and receive copies of the contents of the file. The County may charge a reasonable fee for copying the requested items.

External Disclosure

External disclosures from employee records are extremely limited. Only Human Resources and authorized personnel are authorized to give out any information to prospective employers or anyone seeking any type of information. Without the employee's written authorization, only the employee's first and last dates of employment, last position held, and pay rate will be disclosed. The County will release any information relating to the results of federally required drug tests in accordance with applicable laws. The County may be required to release information related to demotions, terminations and resignations in lieu of terminations pursuant to Iowa Code.

OMBUDSMAN

The office of ombudsman has the authority to investigate complaints about Iowa state and local government with exceptions as outlined in Iowa Code Chapter 2C. The toll-free telephone number of the ombudsman is 1-888-426-6283.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The County has adopted a policy in compliance with the Health Insurance Portability and Accountability Act (HIPAA) that protects the privacy and confidentiality of protected health information (PHI) whenever it is used by County representatives. PHI refers to individually identifiable health information received by the County's group health plans and/or received by a health care provider, health plan or health care clearinghouse that relates to past or present health of an individual or for payment of health care claims. PHI information includes medical conditions, health status, claims experience, medical histories, physical examinations, genetic information and evidence of disability. The County has designated the Director of Internal Operations and Human Resources as the County's Privacy Officer. Questions or issues regarding PHI should be directed to the HIPAA Privacy Officer for resolution.

MEDICAL EXAMINATIONS

An employee may be required to submit to a job-related medical examination when necessary to determine if the employee is able to perform the essential functions of the position, and to any fitness for duty examinations required by federal, state or local law or County policy. Voluntary medical examinations may be offered as part of the County's employee health programs.

All medical information collected by the County will be maintained in separate confidential files.

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EMPLOYEE LICENSES AND CERTIFICATIONS

It is the employee's responsibility to keep any required licenses and/or certifications current. All required licenses and certificates shall be brought to the appropriate Department Head or Elected Official to be copied for the employee's personnel file. Failure to maintain required licenses and certifications current may result in termination.

TERMINATION OF EMPLOYMENT

An employee has the right to terminate employment at any time, and Story County retains a similar right. Although an employee may resign at any time, with or without reason or advance notice, as a courtesy the employee is requested to provide at least two weeks advance notice whenever possible. All County keys, credit cards (if issued), employee handbook, and any other County property must be returned. A resignation will be considered unsatisfactory if proper notice is not given and/or all County property is not returned.

The Human Resources Department will attempt to conduct an exit interview with each regular County employee upon separation due to retirement, resignation or layoff. This interview is to provide the employee with information regarding termination of benefits and the employer feedback concerning employment.

Refer to Pay Practices Section for information concerning termination pay.

SECTION IV

Safety/Security

SAFETY

It is the County's policy to maintain safe working conditions and to supply all necessary safety equipment. The County's good safety record has been accomplished through the cooperation of all employees. Emphasis is placed on complying with current laws and regulations, enforcing good housekeeping, and maintaining adequate ventilation and lighting.

Employees have the right to report work-related injuries and illnesses without fear of retaliation from management. The County is prohibited from discriminating against an employee for reporting a work-related injury, filing a safety or health complaint, or asking to see the employer's injury and illness logs.

If there is ever any doubt in an employee's mind about the safety of the employee's job, an employee should consult with an immediate supervisor. If an employee is not satisfied with the answer, the employee should follow procedures in the Open Door/Conflict Resolution Policy in Section II, Page 7.

JOB-RELATED ACCIDENTS / INJURIES / WORKERS' COMPENSATION

All on-the-job injuries must be reported immediately by the employee to the direct supervisor so appropriate medical treatment can be sought by the employee. The County participates in a job-related accident/injury/illness reporting service called Company Nurse On-Call. When injured on the job employees are responsible for following these procedures:

Emergency: Dial 911 and obtain treatment. The employee is to call Company Nurse On-Call to report the injury/illness, obtain the necessary treatment, and inform the immediate supervisor as soon as possible after treatment. The employee is expected to cooperate in supplying information regarding the injury/illness. **Non-emergency:** Call Company Nurse On-Call. The employee is to call the immediate supervisor before seeking treatment to report an injury/illness. The employee is expected to cooperate in the following process regarding the injury/illness:

First Aid Advice only - The employee is to follow the On-Call Company Nurse's recommendations. (If the medical situation worsens or does not improve, the employee is to call back for a referral.)

First Aid Advice and Medical Referral - If a referral is necessary, during normal business hours (8:00 am to 5:00 pm) the employee will be required to have the initial evaluation with McFarland Clinic Occupational Medicine, the County's designated physician, located at 1215 Duff Avenue, Ames, IA. During non-normal business hours (outside 8:00 am to 5:00 pm), the employee will be directed to receive care at the nearest emergency facility.

Coverage

To provide for payment of medical expenses and partial salary continuation in the event of a work-related injury/illness, employees are covered by workers' compensation insurance. The workers' compensation laws of the State of Iowa determine how employees receive medical care and how employees are paid for lost work time as a result of a work-related injury or illness. Employees will be required to have the initial evaluation with McFarland Clinic Occupational Medicine, Story County's authorized treating clinic for work-related injury/illness.

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Safety/Security

Income Replacement

Generally, an employee who is eligible for workers' compensation may use sick leave for scheduled work days lost during the first three days following the injury/illness. If the employee continues to be eligible for workers' compensation, the employee will be paid by the workers' compensation carrier at the State of Iowa workers' compensation rate of pay starting on the fourth day of the disability. If the employee is off work for more than fourteen calendar days, the insurance carrier will then pay for the first three days following the illness or injury. The County will then deduct the pay for those first three days from the employee's next regular payroll check. An employee may supplement workers' compensation benefits with accumulated sick leave, vacation or compensatory time if the employee provides a request for the supplement in writing to Human Resources. The County will then compensate the employee for the difference between the workers' compensation payment and available sick leave, vacation or compensatory time payment. The employee's accumulated sick leave, vacation, or compensatory time will be reduced accordingly.

Workers' Compensation and FMLA Compliance

A workers' compensation absence may constitute a leave covered by the Family and Medical Leave Act (FMLA). If this is the case, the workers' compensation leave will run concurrently with applicable Family and Medical Leave. This may include cases where a temporary modified duty assignment is not available, or where an employee has refused a temporary modified duty assignment.

Return to Work

Before returning to work, an employee who has been receiving workers' compensation benefits must submit evidence that the employee is safely able to return to work.

TEMPORARY MODIFIED DUTY

Eligibility

Temporary or modified duty assignments may be made by the County for employees with work-related injuries or illnesses who are covered by workers' compensation. Eligibility for modified duty is limited to employees for whom the assignment would be a progressive step in the return to work.

An employee with a job-related injury or illness who refuses a modified duty assignment will lose workers' compensation payments and will be changed to only Family and Medical Leave Act (FMLA) leave status, if the employee's condition qualifies as a serious health condition as defined by FMLA, and the employee is eligible for leave under that policy. At that point, the County will require the employee to substitute accrued paid leave and/or compensatory time from the date the workers' compensation benefits cease.

Duration of Modified Duty Assignments

Assignment of modified duty tasks within an employee's medical restrictions is intended to be for a temporary duration determined by the respective Elected Official or Department Head and Human Resources. Modified duty assignments will be documented with a list of the functions assigned and the duration of the assignment. Temporary modified duty assignments shall not become regular assignments.

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Safety/Security

Medical Certification

Before assigning temporary modified duty, the County requires medical certification from the County-designated physician that the employee is able to perform the proposed modified duty assignment. At the conclusion of the modified duty assignment, the County will require fitness-for-duty medical certification to determine whether the employee is able to return to normal job duties.

PERSONAL PROTECTIVE EQUIPMENT

Employees may be required to wear personal protective equipment (PPE), to minimize exposure to hazards that may cause serious workplace injuries and illnesses. PPE may include but is not limited to items such as gloves, safety glasses and shoes, earplugs or muffs, hard hats, respirators, coveralls, vests and full body suits.

Safety Shoes or Boots

Each employee that is required to wear safety shoes or boots per OSHA regulations shall be allowed up to \$200.00 per year for the purchase of safety-toed footwear. Original receipts must be submitted by June 1st of each year to be eligible for reimbursement. The purchase must be made during the fiscal year in which reimbursement is requested. Safety shoes or boots are non-taxable if required to be worn as a condition of employment.

SECTION V

General Performance Guidelines

PERSONAL CONDUCT

The success of Story County depends upon the confidence and respect employees generate while in the offices or at workstations, representing the County at business functions, or in social gatherings. An employee must be able to work with others, to comply with the rules and regulations of the County's, to adjust to change, and to promote the best interests of the County. Where conduct does not meet expectations, corrective action, which may include termination, will take place.

In order to offer employees guidance, the following list provides examples of conduct, that may result in corrective action up to and including discharge. This list is not all-inclusive and the County retains discretion in any circumstances to apply different standards or otherwise exercise its discretion to take corrective action appropriate to circumstances, including termination without notice. Such conduct includes, but is not limited to:

- Poor job performance, insubordination or dishonesty
- Sexual or other forms of harassment
- Disregard of County policies and procedures
- Disclosure of confidential business information
- Possession, distribution, sale, use or being under the influence of alcoholic beverages or illegal substances while on County premises or worksites, while on duty, or while operating a vehicle leased or owned by the County
- Theft, falsification of records, assault, insubordination, fighting, defacement of property
- Excessive absenteeism, tardiness; failure to report for, or call in, to work
- Having unauthorized firearms on County premises or while on County business
- Violating a County safety rule or practice or creating or contributing to unsafe, unhealthy, or unsanitary conditions
- Failing to maintain confidentiality of County, client, patient, or customer information
- Failing to maintain necessary licenses and/or certifications
- Failing to maintain required motor vehicle insurability
- Off duty conduct that impacts an employee's ability to perform their job satisfactorily

PERFORMANCE APPRAISALS

The written performance appraisal is designed to strengthen employee performance by providing feedback on performance, providing an opportunity to establish future goals and providing management's expectations for employee performance. The performance appraisal is not to replace the daily feedback that occurs in the workplace but to provide an assessment of job skills and performance, identify areas of unsatisfactory job performance and needed improvement, provide recognition for above standard work performance and provide communication between management and the employee which assists in creating a positive work environment.

Written performance appraisals will be completed at the end of an employee's probationary period, annually on the employee's anniversary date with the County and other times throughout the year if the need is

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General Performance Guidelines

warranted. Employees within the initial probationary period may be given an evaluation prior to the end of the probation to provide feedback on performance and areas of needed improvement. A copy of the performance appraisal will be placed in the respective employee's personnel file.

PERFORMANCE IMPROVEMENT PLAN

The Performance Improvement Plan (PIP) is designed to facilitate constructive discussion between a staff member and the supervisor. The plan clarifies work performance to be improved, expected outcomes and support and observations management will provide. An employee may be placed on a Performance Improvement Plan at any time during employment when performance does not meet standards. During the Performance Improvement Plan the employee will be monitored to assess if appropriate improvement is being made. Supervisors will work with Human Resources to develop an appropriate Performance Improvement Plan for the employee. This will ensure consistent and fair treatment of employees. The length of the Performance Improvement Plan does not guarantee employment. At any time during the Performance Improvement Plan in which the employee is not making progress or other issues arise, formal action may be taken. A copy of the Performance Improvement Plan will be placed in the respective employee's personnel file.

CORRECTIVE ACTION FOR UNACCEPTABLE PERFORMANCE/BEHAVIOR

It is important that employees perform and fulfill the duties of the job to the best of the employee's abilities at all times. There may be occasions, however, where an employee may perform at an unsatisfactory level, violate a policy, or display inappropriate behavior. As previously noted, employment may be terminated at will by the employee or the County at any time with or without reason and without following any system of corrective action. Nevertheless, the County may choose to exercise discretion to utilize forms of corrective action that are less severe than termination in certain cases to give employees advance notice, whenever possible, of problems with performance or behavior in order to provide the employee with an opportunity to correct the problem. Examples of such less severe forms of corrective action include verbal warnings, written warnings, probationary action/suspension, and demotion.

Although one or more of these following steps may be taken in connection with a particular employee, no formal "step" or progressive corrective action is necessary.

Verbal Warning: A verbal warning is an opportunity for an immediate supervisor to inform an employee of deficient performance, unacceptable behavior, or any other matter affecting employment at the County. At this time, the immediate supervisor may suggest ideas and recommendations to assist the employee in improving work or behavior. A record of the verbal warning will be kept by the immediate supervisor and placed in the employee's personnel file.

Written Warning: If satisfactory improvements are not made following a verbal warning or if new or additional performance deficiencies and/or unacceptable behavior develop, an employee may receive a written warning. The employee will be asked to sign the written warning to verify that the performance issue and/or unacceptable behavior was discussed with the employee. The original signed warning will be placed in the employee's personnel file and the employee may receive a copy.

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Probationary Action/Suspension: If satisfactory improvements are not made following a written warning or if new or additional performance deficiencies and/or unacceptable behavior develop, an employee may be placed on probation or suspended with or without pay, depending on the situation. The employee will be advised of the action in written form and the employee will be asked to sign the document to verify that the performance issue and/or unacceptable behavior was discussed. The original signed document will be placed in the employee's personnel file and the employee may receive a copy.

Termination of Employment: Termination of employment may result if satisfactory improvements are not made by the employee after previous corrective action steps have been taken or at any other time at the County's discretion.

If an employee, for any reason, refuses or is unable to sign the corrective action document, the immediate supervisor will note the date it was presented and discussed with the employee and the reason why the employee did not sign the document (e.g., refusal, absence, etc.). All signed or noted corrective action documents will be kept in the employee's personnel file. Signing a corrective action document only indicates that the employee has been advised of the problem and has read the document.

SEXUAL AND OTHER FORMS OF HARASSMENT

Story County is committed to providing a work environment that is free of discrimination. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, creed, sexual orientation, gender identity, disability or any other legally-protected characteristic are unacceptable when considered offensive by an employee.

As an example, sexual harassment, (both overt and subtle) can serve to create an offensive work environment and is thus prohibited. Sexual harassment means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's employment
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual
- Such conduct has the purpose or effect of unreasonable interference with an individual's work performance or creating an intimidating, hostile or offensive working environment

Sexual harassment may consist of a variety of behaviors, including, but not limited to the following examples:

- Verbal conduct such as sexual innuendo, suggestive comments, jokes of a sexual nature, sexual propositions, or threats
- Non-verbal or visual materials such as derogatory posters, photography, graffiti, cartoons, drawings, or gestures
- Physical conduct such as unwelcome touching, hugging, kissing, coerced sexual contact or assault
- Threats or demands to submit to sexual requests in order to keep one's job or receive some job-related benefit, or retaliation for reporting or threatening to report harassment

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If the employee believes to be the victim of sexual harassment, the employee should promptly report the facts of the incident to the employee's immediate supervisor. The person receiving a complaint of being sexually harassed shall immediately notify the Department Head or Elected Official, if not the immediate supervisor, and Human Resources. A prompt investigation will be conducted and appropriate corrective action will be taken where it is warranted.

If the employee feels that the matter has not been adequately resolved, the matter may be taken to Human Resources or to the Board of Supervisors or appropriate governing body (in the case of initially reporting it to the immediate supervisor/Department Head/Elected Official) to be reviewed. A review of the matter will be undertaken and a determination will be made as soon as practical and communicated to the employee.

All reports of sexual harassment will be investigated. The investigation and any action taken will be handled in a confidential manner to the extent possible. However, this is not a promise or guarantee of confidentiality.

In the event a non-employee subjects an employee to sexual harassment in the workplace, the employee's immediate supervisor or Human Resources will inform the non-employee of the County's policy against sexual harassment. Further action will be taken as appropriate.

Harassment based on race, color, religion, creed, age, gender, sexual orientation, gender identity, national origin, or disability may include, but is not limited to the following:

- Epithets, slurs, jokes and name calling, negative stereotyping, or threatening, intimidating or hostile acts, which relate to race, color, religion, creed, age, gender, sexual orientation, gender identity, national origin, or disability
- Written or graphic material that ridicules, defames or shows hostility or aversion toward an individual or group because of race, color, religion, creed, age, gender, sexual orientation, gender identity, national origin, or disability and that is placed on walls, bulletin boards, or elsewhere on the County premises, or that is circulated in the workplace

ANTI-RETALIATION

Like unlawful discrimination and harassment, retaliation is prohibited by both law and County policy. The type of activity for which employees are protected from retaliation fall into two categories: (1) opposing any practices made unlawful by anti-discrimination statutes, safety laws or public policy or (2) participating in proceedings brought pursuant to such laws. Retaliation is considered as any conduct that is reasonably likely to prevent the exercise of an employee's rights, regardless of the level of harm to that employee, such as threats, reprimands, negative performance evaluations, harassment, and any other adverse treatment.

Any employee, who in good faith and reasonableness, believes to be subjected to retaliation should promptly report the alleged activity to Human Resources. The alleged retaliation will be promptly investigated and resolved as appropriate. All reports of alleged retaliation will be maintained as confidential to the extent practicable, given the need to investigate and resolve issues.

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WORKPLACE VIOLENCE

Story County is committed to providing a safe work environment free from violence, aggression or threatening conduct of any kind. Workplace violence includes all conduct and circumstances that create a threat to an employee's safety whether actual acts of violence or threats of violence. All threats, threatening behavior, acts of violence against employees or by employees, public members, or visitors on Story County property will not be tolerated.

Prohibited Conduct

Employees are prohibited from making threats or engaging in violent activities toward any employee, the County or any member of the general public. Although not all-inclusive, the following are examples of behaviors included in this policy:

- Causing physical injury to another person
- Making threatening remarks in person, in writing, by telephone or other means of communication
- Aggressive or hostile behaviors that create a reasonable fear of injury to another person or subjects another individual to emotional distress
- Intentionally damaging County property or the property of another employee
- Unauthorized possession of a weapon while on County property or while on County business
- Committing acts motivated by, or related to any form of prohibited harassment or domestic violence (see also Workplace Harassment Policy)
- Any other act or statement that a reasonable person would perceive as constituting a threat or act of violence

Weapons

Story County prohibits all employees from carrying weapons of any kind onto County property unless otherwise provided for by State law. County property includes, without limitation, all County parking lots, buildings (leased and owned), grounds and vehicles used for County business. Employees who are off County property but performing a task for the County are covered by this policy.

COOPERATION IN INVESTIGATIONS

All employees are required to fully cooperate with the Department Head or Board of Supervisor's designee who is conducting a work-related investigation. Employees will be disciplined for lying to any representative of the County, or providing information to any representative of the County which is dishonest, misleading, inaccurate, or incomplete.

Employees will also be disciplined for impeding, obstructing, or failing to cooperate with an inquiry or investigation conducted by any representative of the County. "Obstructing" includes, but is not limited to, threatening, intimidating, or coercing other individuals who may be contacted by a representative of the County, and discouraging other individuals who may be contacted by a representative of the County from responding to or cooperating with the County. "Failing to cooperate" includes, but is not limited to, failing to provide information, documents, or materials requested by a representative of the County, and providing information, documents, or materials to a representative of the County which are dishonest, misleading, inaccurate, or incomplete.

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ATTENDANCE AND PUNCTUALITY

Story County expects employees to be conscientious about attendance and punctuality at work. Employees are part of a team, and getting the work done depends on everyone being in the right place at the right time. Work schedules will differ by departments. An employee's immediate supervisor will inform the employee of the work schedule. It is important that an employee be ready to begin assigned duties at the designated starting time. Punctuality in returning from lunch breaks is also essential to ensure the smooth operation of service to the customer. Planned absences, such as vacation or leave without pay, are to be requested as far in advance as possible.

If an employee is going to be absent for unplanned reasons or anticipates being late for work, the immediate supervisor must be notified no later than 30 minutes after the employee's work day has commenced, unless it is physically impossible to do so. If the immediate supervisor is unavailable, the employee must contact either Human Resources or other designated personnel. If the absence extends more than one day and the date of return is indefinite, the employee must keep the immediate supervisor informed of the situation by reporting daily, unless otherwise excused, as to the reason for continued absence and the probable date of return. If an employee is absent for more than three consecutive days, the County reserves the right to request a doctor's release before returning to work.

Unreported absences will be treated as time-off without pay and considered as being non-compliant with this policy. If an employee is absent for two (2) consecutive work days, and does not report the absence per the policy, the employee shall be considered to have voluntarily resigned.

PERSONAL APPEARANCE AND CLEANLINESS

Story County's public image is a direct result of its employees, both individually and collectively. Quality service, positive attitude, cooperation, and good customer relations are key factors in creating and maintaining a favorable image.

The County expects employees to be neat and clean in their grooming and personal hygiene while at work or performing work for the County.

UNIFORMS

Uniforms and clothing requirements will be determined by each individual department or office. Uniform allowances will be approved by the Board of Supervisors through the budgeting process or at a regular board meeting. The amount of the allowance shall be based on the uniform or clothing requirement set by the individual department or office. Original receipts must be submitted by June 1st of each year to be eligible for reimbursement. Purchases must be made during the fiscal year in which reimbursement is requested. The County will comply with IRS regulations in determining whether the allowance is taxable or nontaxable to the employee.

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IDENTIFICATION BADGES

All employees shall possess a County Employee Identification Badge during employment with Story County. Badges shall be worn using a clip-on type or a breakaway lanyard (unless there is a safety concern where wearing something that hangs loosely might get caught in machinery). Acceptable means by which the badge is visibly displayed include wearing it on a lanyard around the neck, clipped to a shirt or hung from a belt loop. When the badge is unable to be displayed due to safety, there is an expectation for it to be readily accessible. All Identification Badges must be obtained through the Facilities Management Department.

Application for Identification Badge

The Department Head or Elected Official must complete an Access Authorization Form and email it to Facilities Management Work Orders at least 48 hours prior to the employee's hire date. Employment cannot begin prior to issuance, except for extenuating circumstances with prior approval. In order to issue the County Identification Badge, the employee must verify identification by means of a valid driver's license or other valid document that includes photo identification. Other valid documents accepted include passport, military ID, non-operator ID and student ID. The ID must contain the employee's name and picture. This information will need to be provided on the employee's first day of employment in order to receive the identification badge.

Access

In addition to providing identification, the badge will also serve as an access card to designated areas. Printed on the badge will be unique codes to provide access to certain county departments/offices and buildings through keyless entry. While not all employees will need access to buildings with keyless entry, all employees shall obtain an identification badge.

Identification Badge Use

Identification badges shall be displayed at all times by County employees on any county work site or facility and when conducting official County business with the exceptions of law enforcement individuals, appropriate County Attorney personnel, and when the badge creates a safety hazard or risk. When the badge is unable to be displayed due to safety, there is an expectation for it to be readily accessible.

In order for consistency across the County, one standard will be implemented countywide with the exception of the Sheriff's Office and applicable County Attorney personnel. The Facilities Management Department will provide identification badges for all departments and offices. Badges will include a photo of the employee, the employee's name and the Story County logo.

Key card access to areas and/or buildings for each individual will be determined by the department head/elected official and designated on the Access Authorization Form.

Because the identification badge allows access to particular doors, employees must safeguard the identification badge and not lend the badge to any other person for any reason. Lost, misplaced or stolen identification badges must be reported to management immediately. It is the responsibility of management to ensure this policy is adhered to and enforced in the respective department/office.

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Replacement

Identification badges will only be re-issued if the badge is lost, stolen, damaged or malfunctioning.

Identification badges will be replaced at no cost if damaged, stolen or malfunctioning. Lost identification badges or those deliberately damaged or damaged through negligence will be replaced once at no cost and at the direct cost to the employee after that. Employees may not attach any foreign object to the identification badge. Foreign objects would be anything attached to the badge other than a lanyard or clip. Doing so will result in the required issuance of a new identification badge at the direct cost to the employee.

To request a replacement, email the Access Authorization Form to Facilities Management Work Orders. 48 hour notice is not needed for replacement badges. A new picture will be required. Upon a name change, a new Identification Badge will be required, following the same procedure as a replacement.

Fraudulent Use of Identification Badges

Fraudulent use of identification badges will result in disciplinary action. Fraudulent use includes, but is not limited to, using or permitting the use of a badge by a person other than the individual to whom it was issued. Employees are not authorized to use the identification badge outside the scope of work.

Return of Identification Badges

Employee identification badges are considered County property and must be returned directly to the employee's department head/elected official upon resignation or termination of employment. Employees who are on disciplinary leave must turn the badge in to the supervisor prior to the beginning of the leave.

COURTESY, SERVICE AND QUALITY

Employees must be courteous and pleasant. In order to fulfill the County's goals to serve its customers efficiently and effectively, employees must provide the type of quality service the employee would expect if the customer. This also applies to co-workers.

CONFIDENTIAL INFORMATION

It is Story County's policy to treat in strict confidence all information regarding the affairs of customers, which is not already in the public domain. Employees must make every reasonable effort to ensure that all confidential records are kept under proper physical safeguards, that the records can be reconstructed in the event of fire or other disaster, and that the records will not be seen by unauthorized persons.

PERSONAL TELEPHONE AND FAX USE

As the County's goal is to serve its customers, it is important that the telephone lines be kept as free as possible so as not to interrupt the daily flow of County business. Good judgment should be used in telephone conversations with co-workers in terms of keeping to the point and limiting personal conversations while still being courteous. Personal telephone calls and personal use of fax machines should be limited to those which are absolutely necessary, should occur during work breaks, and should be as brief as possible. No employee should have any expectation of privacy when utilizing telephones provided by or maintained by the County.

Cell phones are allowed in the work areas (unless prohibited by departmental or office policy); however, the

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same good judgment regarding County telephones will be expected in keeping personal conversations to a minimum. Unless prohibited by Department Head or Elected Official, cell phones will be set in vibrate mode or at a normal ring at low volume. If cell phones are brought to County meetings the cell phones are to be turned off or placed in vibrate mode.

ELECTRONIC MAIL/COMPUTER PRIVACY POLICY

The County provides computing devices to employees for use in conducting County business. These devices are intended solely for County use. The County has a duty to maintain a positive and productive work environment including the use of County computing devices, while respecting the privacy of employees. The following policy is intended to inform employees of the limits to privacy on County computing devices and to avoid potential misunderstandings, as well as to keep the County's work environment positive and productive.

The IT Department or other authorized persons, unless precluded by law, may at any time, without prior notice read any electronically stored data of electronic communications including, but not limited to E-mail, Internet and fax communications contained on or transmitted by any County computing device. The IT Department shall not disclose the contents of such materials to others without permission except as is necessary to maintain the operation of computer programs, or as otherwise required by law.

Employees are responsible for exercising good judgement regarding the reasonableness of personal use on County computing devices. Employees may occasionally use County computing devices, including E-mail messages, for personal reasons so long as that use does not create additional cost to the County or interfere with the performance of any employee's work. However, all computer material, including personal messages, may be read by the IT Department or other authorized persons. No employee should have any expectation of privacy when utilizing computing devices, telephones, printers, copiers, pagers, etc. provided by or maintained by the County. Such communications may also be subject to disclosure under public records laws.

No employee is permitted to deny the IT Department or other authorized persons access to any materials contained on or transmitted by County computing devices.

All communications incoming/outgoing over County computing devices, printers, copiers and/or telephones, must conform to all County policies. Employees may not use the County E-mail system in any way that may be interpreted as comments that violate the County's Workplace Harassment Policy, are insulting, disruptive, or offensive to other persons. Examples of forbidden transmissions include sexually explicit messages, cartoons, or jokes; unwelcome propositions or love letters; ethnic or racial slurs; or any other message that can be construed as harassment or disparagement of others based on race, religion, creed, color, sex, age, national origin, sexual orientation, gender identity, or disability. Any employee who receives such communications cannot assume that the County is aware of those materials and must forward to the IT Department or other authorized persons, who shall print a copy, provide to Human Resources and then immediately delete.

LOADING AND INSTALLING OF COMPUTER SOFTWARE POLICY

Computing devices shall be loaded with programs or files that have been purchased for that specific computing device by the County. No unauthorized software may be installed on any county-owned computing device. With the exception of files from business associates or co-workers, no files shall be downloaded from the Internet or

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any files accepted from an E-mail message.

In order to resolve problems and to reduce conflicts with hardware and software on PCs, all software and hardware needs to be approved prior to the purchase and installation of the product. Software and hardware that is not approved and/or not used to conduct business for the County will be removed. This includes wallpaper, screen savers, and unapproved personal software.

If a computer is not operating properly, contact the IT department. The IT department will check the computer to see if it is a software or hardware problem. If the computer needs service, the IT department will then coordinate the repair of the unit and return of the computer to the employee.

SOCIAL MEDIA POLICY

Personal Use

Story County employees' personal use of any social media should remain personal in nature and should be used to share personal opinions and other non-work related information. Unless authorized, a County employee shall not use personal social networking, social media or web-based site to conduct County business.

Individuals that choose to identify as County employees, should consider whether statements published may be construed as expressing official County positions and whether or not such statements are accurate representations. A County employee should also take appropriate steps to ensure that communications made in an employee's personal capacity represent the specific employee's personal opinion and do not reflect or represent the opinion of Story County or the department/office for which the employee works. To ensure an employee's personal postings are not wrongfully attributed to Story County an employee may wish to post a disclaimer such as: "*The postings on this site are my own opinion and do not reflect or represent the opinions of Story County or the department/office for which I work.*"

For security purposes, Story County employees are prohibited from using their Story County email account or username in conjunction with a personal social networking, social media or web-based site unless prior authorization is given by the Board of Supervisors.

Professional Use

All County related communication through social media, social networking and web-based sites shall remain professional in nature and comply with Story County's Social Media Policy. Story County employees must not use official County social media, social networking or web-based sites to conduct private business activities. Refer to the Story County Social Media Policy for guidelines concerning appropriate use of social media and steps to utilize social media in accordance with approved Story County guidelines.

Prohibited Actions

Employees shall refrain from using social media while on work time or on Story County equipment, unless it is work-related and prior authorization is given by an employee's supervisor.

Employees shall not:

- Post comments and materials to resolve a workplace grievance that could be viewed as malicious,

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obscene, threatening, intimidating or that could create a hostile environment on the basis of race, sex, disability, religion, sexual orientation or any other status protected by law

- Discuss or display information, including photographs, online that is confidential or proprietary to the County, or to a third party that has disclosed the information to Story County
- Impersonate the employer, making statements on behalf of Story County without authorization, or making statements that can be construed as establishing the employer's official position or policy on any particular issue
- Engage in any online actions that would violate Story County's Workplace Harassment Policy

Violations

Violations of this policy may result in disciplinary action up to and including discharge.

Employees are responsible for reporting suspected violations of this policy to the employee's direct supervisor, or the next highest supervisor if the suspected violation involves the employee's immediate supervisor.

SMOKING POLICY

Story County is committed to providing a safe, healthy and comfortable working environment for all its employees and will comply with the Iowa Smokefree Air Act, currently adopted as Iowa Code Chapter 142D. The law states that smoking is prohibited within the confines of any public buildings owned, leased or operated by or under the control of the County, the grounds of any public buildings owned, operated, leased or controlled by the County, all County-provided vehicles and roads-related equipment. Employees are not allowed to use tobacco products, including the use of electronic cigarettes (e-cigarette or vapor), use electronic vaping devices, personal vaporizer (PV) and/or electronic nicotine delivery systems (ENDS) and/or alternative nicotine products anywhere on County property or in County vehicles and equipment owned, leased or operated by or under the control of Story County, except the County's area designated for smoking which is limited to the sidewalks adjacent to city streets. Smoking materials must be disposed in the receptacles provided.

FOOD AND DRINK AT WORKSTATIONS

It is of primary importance that Story County presents a businesslike atmosphere to customers and other visitors who have occasion to be in County facilities. Thus, there are some areas where food and drink are obviously not in good taste. There are other reasons why these practices may not be appropriate, such as possible damage to machines, papers, documents, valuables, etc., or, in some cases, interference with efficient operation. Employees are expected to exercise good judgment in these matters. Drinking coffee and other beverages is allowed at workstations, unless specifically prohibited by departmental rules.

ALCOHOLIC BEVERAGES

The County prohibits the consumption of alcoholic beverages during working hours or on County premises, unless it is a part of an organized function approved by the Board of Supervisors or the Governing Boards. All employees are prohibited from reporting to work under the influence of alcohol, or carrying or possessing alcohol on County property.

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DRUG FREE WORKPLACE

It is the policy of the County to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. Story County expects employees to arrive at work as scheduled in a reliable state free of the influence of alcohol and drugs and continue to remain free of the influence while on the job. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to the County facilities to unacceptable safety risks, threatens the County's ability to function effectively and efficiently, and undermines the public's trust in its operations. Under no circumstances should employees be consuming alcoholic beverages or taking illegal drugs during the workday. Possessing, consuming, purchasing/selling, or manufacturing alcoholic beverages or controlled substances while employees are conducting County business or on County property is prohibited.

If an employee becomes aware of another employee selling, purchasing, transferring or using illegal substances while on the job, the employee is expected to take prompt action to report circumstances to the employee's immediate supervisor or Human Resources.

Story County also prohibits the unauthorized use or abuse of a prescription medication while they are conducting official business or on County property. An employee using prescription drugs under a doctor's prescription is advised to notify the immediate supervisor of possible side effects that may affect the work being performed. CDL drivers shall notify the immediate supervisor of any medication prescribed which has a physician or pharmacist warning with respect to operation of machinery or vehicles. If the medication affects the employee's work, arrangements may be made for the employee to have the necessary time off or a temporary alternate job function assigned. This will be handled on a case-by-case basis. Story County reserves the right to take appropriate action if the use of a prescribed or an over-the-counter drug is impairing or is deemed likely to impair the employee's ability to perform the job.

Employees are prohibited from driving a County vehicle or a personal vehicle when the employee is engaged in County business within a four (4) hour period after consuming an alcoholic beverage, using a controlled substance or engaging in unauthorized use/abuse of a prescription medicine.

In accordance with the Federal Drug-Free Workplace Act of 1988, all employees are required to report to the immediate supervisor any criminal drug-statute convictions for violations occurring in the workplace or on work time within five days following such a conviction.

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NOTIFICATION OF ARRESTS AND OTHER GOVERNMENTAL ACTION

Employees are expected to perform assigned jobs, respect and follow County policies and obey the law. In the event that employees are arrested or receive a citation for any crime, have criminal charges filed against the employee, receive notice of the disposition of any criminal charges pending against the employee (including, but not limited to a conviction, a guilty plea, a plea of nolo contendere (no contest) or deferred judgement) or receive notice of any charges relating to operating a motor vehicle while intoxicated, the employee must notify the immediate supervisor and Human Resources within five (5) business days of notification to the employee.

Employees whose duties require possession of a Commercial Driver's License (CDL) and/or regularly operate County vehicles must report all charges and citations, including traffic tickets such as speeding. Other employees need not report such traffic tickets.

Employees who have contact with minor children must notify the Human Resources Director of any child abuse complaints filed against the employee within five (5) business days of notification to the employee. Employee must also notify the Human Resources Director regarding the finding in any complaint against the employee alleging child abuse within five (5) business days of notification to the employee.

Any and all information relating to arrests, criminal charges, and child abuse complaints will be treated as confidential and maintained as part of the employee's personnel file.

Employees who do not notify the County of arrests, criminal charges and child abuse complaints within the timeline illustrated above may be subject to disciplinary action up to and including termination.

DRUG TESTING

Story County will conduct drug and alcohol tests under the following conditions:

- Pre-Employment Substance Abuse Testing
- Reasonable Suspicion Testing
- Random Testing – DOT Protocol (required by federal laws and regulations for safety-sensitive positions)
- Post-Accident Testing
- Return To Duty Testing
- Follow-up Testing

Drug testing will screen for the following controlled substances: Amphetamines, Cocaine Metabolite, THC Metabolite, Opiates (heroin, morphine, codeine), and Phencyclidine.

Drug testing of employees will be conducted in accordance with Story County's Drug Free Workplace/Drug and Alcohol Testing Policy and applicable state and federal law.

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DISTRACTED DRIVING

The safety and well-being of our employees is of critical importance to our organization. Activities which would require drivers to take both hands off the wheel at the same time or the employee's mind entirely off driving responsibilities are prohibited. The following activities are considered distractions that are prohibited by a driver while the vehicle or equipment is in motion. This list is not intended to be all inclusive, but to be used as a guideline as to what would be inappropriate:

- Use of a hand-held cell phone
- Texting or E-mailing with a cell phone, PDA or any other electronic device
- Operating laptops, televisions, tablets, portable media devices or GPS devices
- Use of radio or stereo headphones/earbuds
- Use of electronic games
- Use of a device in violation of any applicable local ordinance, state or federal statute
- Putting on make-up and/or reading any type of document, printed or electronic

Employees are expected to follow all driving laws, safety rules and avoid confrontational or offensive behavior while driving. Hands-free cell phone use, while driving, may be warranted in unusual or emergency circumstances and should be of limited time in nature. Extended cell phone conversations need to be held with the vehicle parked in a safe and legal parking area.

SEAT BELTS

Employees and volunteers operating official vehicles, equipment, personal and rental cars on official business and other occupants use seatbelts and shoulder restraints.

Employees operating on and off-road equipment with a Rollover Protective Structure (ROPS) shall use seatbelts when operating the equipment.

Employees are also prohibited from riding in or on parts of a vehicle not designed for human occupancy. This includes but is not limited to pick-up and truck boxes, fenders, steps and bumpers. This also applies to trailers, ATV dump boxes and lift buckets.

TRAFFIC VIOLATIONS

Penalties/fines resulting from moving traffic violations and/or non-compliance with transportation requirements while operating County vehicles are the responsibility of the employee. These violations may also be subject to corrective action.

DRIVERS LICENSE VERIFICATION

Pre-employment and annual verification of employee driver's licenses will be conducted through visual inspection and formal Department of Motor Vehicles review checks by Human Resources or a specific individual within an office/department designated by the elected official or department head. Human Resources or the respective department shall keep a log of the driver's license checks with the following information: date, employee name and results.

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Elected Officials/Department Heads and Human Resources will be notified of any license suspensions, revocations, etc. in order for appropriate action to be taken.

LOSS OF CHAUFFEUR'S OR OPERATOR'S LICENSE

According to Section 321J, Code of Iowa, the following shall apply to all employees whose job description requires the employee to have a valid operator's or chauffeur's license:

Loss of license or driving privileges that impact an employee's ability to perform their job satisfactorily may result in discipline or termination.

It shall be the employee's responsibility to immediately inform the County of a potential loss of driving privileges and to keep this information current up to and including final judicial action. Any evidence of concealment or the providing of erroneous information will be grounds for immediate termination of employment.

An employee is presumed innocent until found guilty in the courts. The County reserves the right to use its discretion as to actions to be taken.

Story County does not allow installation of ignition interlock devices on County vehicles.

COUNTY PROPERTY

Employees must keep the employee's work areas, and assist in keeping common areas, neat and clean and to use normal care in handling of County property. Any broken or damaged tools or equipment must be reported to the employee's immediate supervisor at once so that proper repairs can be made.

Employees are not to use any County property for personal purposes or remove any County property from the premises without prior written permission from the employee's immediate supervisor.

COUNTY POOL CARS

County pool cars can be checked out through the Facilities Management Office for use on official County business. The use of county vehicles for personal use is not allowed.

SECONDARY EMPLOYMENT

Secondary employment is not permitted if such employment adversely affects the quality of an employee's work as determined by the immediate supervisor and/or Department Head or Elected Official. Outside employment is not permitted if it detrimentally affects the County's image or is a conflict of interest. Approval for any secondary employment that may be construed as a conflict of interest should be obtained from an employee's immediate supervisor prior to accepting such employment.

PERSONAL MAIL

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Employees should not direct personal mail to the County. County stationery should not be used for personal correspondence because any communication sent out under the County's letterhead may be considered an official communication.

OFFICIAL LETTERS

Only authorized employees are to sign letters sent out by the County. This authority may be delegated to an employee by the employee's immediate supervisor. Where there are occasions that an employee feels a letter is a benefit to the County, such situations must be referred to the employee's immediate supervisor for review and signature.

SOLICITATION

Solicitation of any type, including solicitation of signatures or money for any purpose or cause, in any area of the County during working time is prohibited without the approval of the Department Head or Elected Official.

If approved, solicitation will be permitted during the employee's non-working time, such as break periods, meal times, or other specified periods during the workday when employees are not engaged in performing work tasks. An employee who is not on working time may not solicit an employee who is on working time.

Distribution by employees of leaflets, pamphlets, advertising, tickets, notices, or other such written materials is prohibited in working areas at any time and in non-working areas during working time. Solicitation, distribution of literature, or trespassing by non-employees is prohibited on County premises.

INCLEMENT WEATHER

In extreme circumstances it may be necessary to close the Administration Building or other county offices and facilities, or have a late start. If an employee's office is officially closed by the Board of Supervisors, then regular employees will be paid for hours lost due to the closing of the office. If the decision is for a late start, full-time employees will be paid for the hours between their regularly scheduled start time and the delayed start time.

In case of serious inclement weather conditions on any particular day, the Emergency Management Coordinator, with the assistance of the County Engineer and the County Sheriff, will be authorized to make an assessment of the status of the weather and make a recommendation to the Chair, County Board of Supervisors, or in the Chair's absence, the Vice-Chair, as to whether to officially close the Administration Building and other offices, or to have a delayed start. This recommendation must be made as early as possible so that the Chair or Vice-Chair can notify the radio stations.

In case of a severe snowstorm (defined as blizzard conditions as determined by the National Weather Service), or other severe weather conditions, such as a tornado or flooding conditions, the following policy will be in effect:

- If an employee is unable to get to work, the employee will be allowed to charge such an absence to vacation, or compensatory time provided the employee has the time accumulated. If no paid time is available, the employee may choose to take the time off without pay with Department Head or Elected

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Official approval.

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- In the event a severe snow storm or other severe weather conditions should occur the day before or on the day after one of the observed holidays, holiday pay will be paid to all eligible employees, whether or not the employees worked the day before or the day after the holiday.
- An employee may request to leave work early because of a severe snowstorm or other severe weather conditions. If the request is approved, the employee must use accumulated compensatory time before using vacation time, unless it is more likely than not the employee will lose vacation during the pay period if compensatory time is used instead of vacation time. If no paid time is available, the employee may choose to take time off without pay with Department Head or Elected Official approval.
- An employee may be allowed to telework if the position is suited for such an arrangement. This will be at the discretion of the Department Head or Elected Official. An employee authorized to telework will be required to work the employee's regular hours regardless of building/office closure.
- Benefit accumulation and eligibility will not be affected if an employee chooses to take the time off without pay.
- Employees in departments that serve the public during severe weather (including departments that provide snow removal and law enforcement services) are expected to report to work during severe weather conditions.

REIMBURSABLE EXPENSES – TRAVEL AND TRAINING

If an employee is required to use the employee's personal vehicle to fulfill the job requirements of the County, the employee will be reimbursed at the current mileage allowance. All mileage reimbursements must have approval of the Department Head or Elected Official.

The following expenses for County approved meetings, training, and conventions will be considered for reimbursement:

- **Training** – The County encourages the development of each employee to the employee's fullest potential. One means of obtaining this goal is through additional training. Participation in and successful completion of special training programs in job related courses shall be considered in promotions. Evidence of successful completion of training programs shall be filed by the employee with the Department Head or Elected Official.

Learning Sessions – Appropriate instructional meetings, schools, and conferences presented by various organizations inside and outside the County may provide a beneficial learning experience to certain employees. The main criteria that must be used in judging the appropriateness of such learning sessions are the anticipated improvement of the individual employee's efficiency and/or the subsequent increased efficiency of the employee's Department Head or Elected Official. (College coursework does not fall under this policy).

If the learning session involves costs exceeding \$300, the employee shall submit a letter describing the learning session and requesting approval to attend to the respective Department Head or Elected Official and Board of Supervisors at least two (2) weeks prior to the date of the session. An estimate of travel expenses to be incurred must accompany this letter. All reimbursements shall have been specifically appropriated in the department or office's budget for this purpose. Approval must be obtained prior to attendance.

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- **Official Business Outside the County** – Pre-approved expenses for travel incurred on official County business will be reimbursed. Reimbursement for non-overnight travel meal expenses are considered a taxable benefit.
- **Official Business Within the County** – Pre-approved costs incurred for mileage and registration fees by an employee on official business will be reimbursed. Reimbursement for non-overnight travel meal expenses are considered a taxable benefit. All reimbursable costs must be approved by the Department Head or Elected Official and included in the department/office budget.

Travel expense reports and receipts are to be submitted after the employee returns from the event. Payment for attending required in-service meetings, schools, or other delegated meetings will be in accordance with the Fair Labor Standards Act.

USE OF PERSONAL VEHICLE FOR COUNTY BUSINESS

Employees who use personal vehicles to perform county business as part of employment duties must provide proof of personal vehicle insurance coverage indicating that all personally owned vehicles driven by the employee during employment hours have insurance coverage. The personal insurance policy shall show a minimum limit of liability coverage in the amounts of:

- Bodily Injury Each Person: \$100,000
- Bodily Injury Each Accident: \$300,000
- Property Damage Each Accident \$100,000
- Or/Combined Single Limit \$300,000

Employees shall agree to maintain the above limits of liability at all times while employed by the County and will provide notice of any change in insurance coverage. All employees further understand that the County does not provide any coverage for the employee while operating the employee's personal motor vehicle while performing County business (except as indicated below) and that the employee's personal vehicle insurance coverage will be the primary insurance coverage for the employee in the event of loss. The County will provide coverage that protects only Story County in the event of a loss.

In the event the employee cancels or materially changes vehicle insurance coverage the employee is required to notify the County and immediately cease operating the employee's personal vehicle while performing official County business until the required insurance is reinstated.

SECTION VI

Pay Practices and Hours of Work

PAY AND HOURS OF WORK: GENERAL PROVISIONS

Work Schedules

The normal work week is forty (40) hours. Work schedules are determined by the needs of the respective County department/office. Generally, employee work schedules will not change from week to week. However, daily and weekly work schedules may be changed at the discretion of each Department Head/Elected Official and/or immediate supervisor to meet varying conditions and workload. Changes in work schedules will be announced as far in advance as possible.

Occupation Safety And Health Administration (OSHA) Regulation for Restroom Breaks

The OSHA sanitation standard for general industry, 29 CFR 1910.141 provides employees with toilet facilities, in toilet rooms separate for each sex, based on the number of employees at a job site. This standard is intended to ensure that the County provides employees with sanitary and available toilet facilities so that employees will not suffer adverse effects.

Lactation Breaks

Story County will provide reasonable break time for an employee to express breast milk for the employee's nursing child for one (1) year after the child's birth each time the employee has need to express milk. The County will provide a place to be used to express breast milk, other than a bathroom that is private and free from intrusion of co-workers and/or the public.

Lunch Periods

Lunch periods (maximum of one (1) hour) are also determined by the needs of the respective department. Lunch periods should be staggered to ensure that offices remain open to serve the public during the entire day.

Rest Periods

One (1) fifteen (15) minute break is allowed during each one-half (1/2) work day. Rest periods shall not be used to lengthen lunch hours or shorten work hours.

Recording Work Hours

All employees must accurately record hours worked for each pay period on a form provided by the County.

Scheduling and Working Overtime

Overtime work may be necessary to maintain County operations. Story County will try to give employees advance notice when overtime work is necessary, however, it will not always be possible to notify workers in advance. Overtime is considered a condition of employment, and refusal to accept it when reasonable notice has been given may result in disciplinary action. At the supervisor's discretion, an employee's work schedule may be adjusted during a work week to avoid overtime. Any employee must receive approval prior to working overtime. Failure to obtain approval may result in discipline.

SECTION VI

Pay Practices and Hours of Work

In accordance with the Federal Labor Standards Act (FLSA), non-exempt employees are eligible to receive overtime pay at a rate of one and one-half (1 ½) times the employee's regular pay rate for time worked in excess of forty (40) hours per work week. For overtime pay purposes, the defined work week commences at 12:01 A.M. on Sunday and ends at 12:00 midnight on Saturday. Employees classified as nonexempt employees under the FLSA will be compensated for overtime hours in the form of monetary compensation or compensatory time.

Holidays are considered time worked for overtime purposes. Vacation, sick leave and other paid leaves of absence shall not count as time worked in determining eligibility for overtime pay. Employees who are classified as exempt employees under the Fair Labor Standards Act are not eligible for overtime or compensatory time and are expected to work as many hours as required to perform the duties of the position.

Compensatory Time

Non-exempt employees may accrue compensatory time at the rate of one and one-half (1 ½) hours for each hour of overtime. The maximum number of hours that an employee may accrue is forty (40) hours. Once an employee reaches the maximum of forty (40) hours, overtime will be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate. The employee and immediate supervisor shall agree prior to July 1 of each year if compensatory time will be accrued or if overtime will be paid. Disagreements will be handled through normal conflict resolution procedures. No change will be made during the fiscal year.

Compensatory time off must be requested in advance and approved by the department head or elected official or designee. Any compensatory time is to be used before any charge is made to accrued vacation allowance (unless the employee is at risk of losing vacation through the carryover provision).

On-Call Compensation

On-call compensation is provided when designated employees are required to be on call and report back to work in an event of an outage, work emergency or other applicable situation. Department Heads and/or Elected Officials are responsible for designating the individuals within their respective department or office that are required to be on call and for determining on-call hours.

Employees scheduled to be on-call shall receive one (1) hour of pay at the employee's regular rate for each day assigned to be on-call. No additional compensation will be received unless the on-call employee responds to a call. In this case, the employee will receive compensation for the actual time spent on each call.

An employee's on-call compensation will also include travel time to and from Story County facilities when travel is necessary to respond to a call. In the event an employee is required to travel to the worksite to respond the employee shall be paid a minimum of two (2) hours. These hours will be considered work hours for the purpose of computing overtime.

SECTION VI

Pay Practices and Hours of Work

Call-Back Compensation

In the event an employee is called to work outside of normal work hours and the hours do not connect with the beginning or end of the employee's regularly scheduled hours, the employee shall be paid a minimum of two (2) hours pay at the employee's regular rate of pay. These hours will be considered work hours for the purpose of computing overtime.

Longevity Pay

In addition to base pay, some County employees will receive longevity pay after five (5) years, according to the longevity pay policy. Please refer to the policy for eligibility.

Direct Deposit

Employees hired after July 1, 2007 are required to be paid by direct deposit to the employee's bank account. Employees will receive a pay stub regarding pay information.

Payday

Employees are normally paid by the end of the working day every other Friday for the previous two week pay period. New employees are paid for the actual number of days worked in the pay period in which that includes the employee's start date.

All required deductions, including those for state and federal taxes and contributions to IPERS and Social Security, and all authorized voluntary deductions, including health insurance contributions, will be automatically withheld from an employee's pay.

Lost Checks

In the case where an employee has lost a paycheck, a report of the loss should be made immediately to the Story County Auditor's Office. The procedure followed in issuing a new check will be explained to the employee and upon completion of this procedure a new check will be issued.

COMPENSATION POLICY

Compensation Plan

Story County's compensation plan is designed to allow the County to recruit and retain qualified personnel. Human Resources is responsible for maintaining the County compensation plan and administering the pay practices and procedures.

Entrance Wage/Salary

The wage/salary for a new non-bargaining employee will normally be established at the minimum of the salary range unless a new employee has credentials, experience or other relevant criteria to warrant a starting salary above the minimum. The entrance wage/salary will be established according to the provisions of the Classification and Compensation Policy.

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Pay Practices and Hours of Work

Pay Increases

The ability of the County to provide wage/salary increases or adjustments for non-bargaining employees is subject to available resources. At its discretion, the Board of Supervisors may authorize one or a combination of the types of pay increases listed below for non-bargaining employees:

- **Across-the-Board Increases** (cost-of-living increases) adjust the pay of all employees on an equal basis. The salary ranges will be adjusted by the cost-of-living. This type of increase does not distinguish or recognize individual employees' performance. All employees on the pay plan are eligible for the COLA adjustment effective the first day of the fiscal year.
- **Step Increases** adjust the pay of employees based on the employee's anniversary date and the annual performance review. Employees will receive a step increase on the employee's anniversary date with the County until the maximum step is reached. Performance evaluations shall be completed and submitted to Human Resources on or before an employee's anniversary date in order to process the step increase. Step increases will be effective the pay period following an employee's anniversary date. An employee, who is on a performance improvement plan due to unsatisfactory job performance or receives a "below average" rating on the annual performance evaluation, shall not be eligible for a step increase. If this situation occurs, the employee will be eligible for the step increase six (6) months after the employee's anniversary date if at that time performance is satisfactory and the employee is no longer on a performance improvement plan.

Transfers

When an employee is transferred from one position to another position within the same pay grade, the employee shall continue to receive the same pay rate.

Promotions

When an employee is promoted from a position in a lower pay grade to a different position in a higher pay grade, or the employee's position is moved to a higher pay grade after re-evaluation, the employee shall be placed at the next higher paying step in the new classification compared to the current pay of the position in which the employee is being promoted from. Exceptions to this policy can be made by the department head or elected official completing the Request for Salary Exception form and returning it to Human Resources for submittal to the Board of Supervisors. The Board of Supervisors shall be responsible for reviewing and approving all such requests.

Demotions

When an employee is demoted or voluntarily moves to a job that is graded lower than the previously held position, a pay decrease may occur. Consideration will be given to the reason for the change, the employee's work history and the difference between the employee's current rate of pay and the pay range of the grade to which the new position is assigned. The employee will be placed at the closest step compared to current pay. This step may be at or below the current pay, depending on the position to which the employee is being demoted.

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Pay Practices and Hours of Work

Compensation for Acting or Interim Department Head Assignments

An employee who is appointed as Acting or Interim Department Head by the Board of Supervisors shall receive an increase to the minimum pay for the position or be placed on a step in the Department Head pay grade which equates to a 5% increase, whichever is greater during the appointment. The Acting or Interim Department Head shall be responsible for all duties and responsibilities of the regular Department Head position. The employee's salary/wage will return to the original rate once the appointment is complete.

Wage Payment Complaint Policy

It is the policy of the County to comply with all applicable laws with respect to payment of wages and benefits to employees including laws such as the federal Fair Labor Standards Act and the Iowa Wage Payment Collection Act. The County will not make pay deductions that violate either the federal or state laws.

Any employee who believes that the County has made an inappropriate deduction or has failed to make proper payment regarding wages or benefits is encouraged to immediately consult with the appropriate supervisor. Alternatively, any employee may file a formal written complaint with Human Resources. Within fifteen (15) business days of receiving the complaint, Human Resources will make a determination as to whether the pay deductions were appropriate and provide the employee with a written response that may include reimbursement for any pay deductions that were not appropriately made.

This complaint procedure is available in addition to any other complaint process which also may be available to employees.

HOLIDAY PAY

All full-time and part-time employees will receive the employee's regular compensation for the legal holidays or parts thereof. Compensation for each designated holiday will consist of eight (8) hours for full-time employees. Compensation for part-time employees will be on a proportionate basis according to the employee's percentage of full-time status. Holidays will be considered work hours for the purpose of computing overtime pay. Employees shall not receive payment for any holiday if there is an unexcused absence or the employees are not on the payroll the working day immediately preceding and following the holiday. Particular dates for each holiday will be determined by the Story County Board of Supervisors at the beginning of each year.

In the case where an employee is required to work on a designated holiday, that employee will be paid at the overtime rate for hours worked on the specific holiday. This shall be in addition to any holiday pay the employee would otherwise receive.

If a recognized holiday falls during an employee's scheduled vacation or any period of approved sick leave, it will be counted as a holiday and not charged to the employee's accumulated vacation or sick leave bank.

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Pay Practices and Hours of Work

TERMINATION PAY

Termination pay includes:

- Pay for work performed through the last hour worked
- Pay in lieu of unused vacation and comp time allowance

Termination pay shall be reduced by any of the following:

- Required legal deductions
- Authorized deductions
- Insurance premiums, if due that payroll period
- Pre-arranged deductions for County property not returned

Termination pay is made on the next regular payday for the pay period in which an employee's last day of work occurred. Such pay is issued through normal payroll procedures.

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Benefits

EMPLOYEE BENEFIT PLANS

The current benefit plans cover all regular full-time employees. Regular part-time employees are eligible for certain benefits. Employees should remember that length of service is the basis for several employee benefit plans. The County reserves the right to change or discontinue these plans at any time with any notice as required by State and Federal law.

TAX STATUS OF BENEFIT PAYMENTS

Certain employee benefit payments may be considered income subject to taxation under Federal and State laws and subject to withholding tax. Since the tax treatment of employees may vary depending on individual circumstances, employees should consult a qualified tax advisor.

INSURANCE

Coverage

Story County's benefit program includes health insurance coverage, prescription drug coverage, dental insurance, vision insurance, short term disability, long term disability insurance, dependent care accounts, medical reimbursement accounts and life insurance will be provided for each full time and three-quarter (3/4) time employee. Health insurance will be made available to part-time employees who qualify for coverage under the Affordable Care Act.

Group Health Insurance – Wellmark Blue Cross/Blue Shield

Eligibility: Insurance becomes effective on the first day of the month following 30 days of employment.

Alliance Select

\$1000 Deductible	Monthly Employee	Employer Contribution	Total Premium
95% Employer Paid – Single	Single \$42.78	\$812.76	\$855.54
90 % Employer Paid- Family	Family - \$211.58	\$1,904.22	\$2,115.80

Blue Choice

\$1000 Deductible	Monthly Employee	Employer Contribution	Total Premium
99% Employer Paid – Single	Single \$7.84	\$776.77	\$784.61
90% Employer Paid- Family	Family - \$193.84	\$1,744.62	\$1,938.46

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Benefits

Flexible Benefit Contribution (Monthly): \$145.30

Avesis Vision (Monthly)

Employee Only (EE)	\$14.54
Employee/Spouse (DEP)	\$28.28
Employee/Child(ren) (CHD)	\$30.86
Employee/Family (FAM)	\$39.82

Delta Dental (Monthly)

Single	\$ 35.00
Family	\$110.00

Procedure

After completion of the thirty (30) day waiting period, coverage for a new employee is effective on the first day of the following month.

Premiums are withheld from an employee's paycheck on a semi-monthly basis. It is the responsibility of the employee to notify payroll of an improper deduction. Any errors made relative to insurance premium deductions will be adjusted accordingly either in the form of a refund for overpayment or a deduction for underpayment. Repayment arrangements will be made between the affected employee and Human Resources and/or the Auditor's Office payroll staff on a case-by-case basis.

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Benefits

CONTINUATION OF MEDICAL COVERAGE

If an employee resigns or employment is otherwise terminated (for reasons other than gross misconduct on the employee's part), or if an employee's work hours are reduced, and consequently the employee and dependents are no longer eligible to participate in the group health insurance plans offered by the County, the employee and dependents may have the right to continue to participate for up to eighteen months at the employee's (or the employee's dependents') expense. (Employees may be required to pay all or part of the premium for continuation coverage, plus up to 2% for administrative expenses.) The eighteen-month continuation coverage period provided in the event of termination or reduction in working hours may be extended to thirty-six (36) months for an employee's spouse and dependent children, if, within that eighteen-month period, the employee dies or becomes divorced or legally separated, or if a child ceases to have dependent status. In addition, if the employee enrolls for Medicare during the eighteen-month period, the employee's spouse and dependent children may be entitled to extend their continuation period to thirty-six (36) months, starting on the date that the employee becomes eligible for Medicare. If the employee is determined to be disabled under the Social Security Act at the time of termination or reduction in hours, the employee may be entitled to continuation coverage for up to twenty-nine (29) months.

If an employee or the employee's eligible dependents elect to continue in the group health insurance plan, the employee will be charged the applicable premium, and may be charged an additional 2% administrative fee. Failure to make timely payments may result in termination of coverage. If this election for continuation of coverage is made, the employee and dependents may have the option to convert this coverage to an individual policy with County insurance carriers at the end of the continuation period.

The County will provide information to an employee concerning these options at the time termination occurs or work hours are reduced. The County will contact qualified beneficiaries in the event of death or enrollment for Medicare benefits. However, in the event that an employee becomes divorced or legally separated, or one of the employee's dependents ceases to be eligible for coverage under the group health insurance plan, the employee and/or employee's dependent is responsible for contacting the County to discuss continuation/conversion rights. Employees and qualified beneficiaries are also responsible for notifying the County within sixty days (60) of qualifying for social security disability benefits.

Continuation Coverage under Iowa Code Chapter 509A

Employees who retire from County employment before age sixty-five (65) are eligible to continue in the County's group health insurance plan up to age sixty-five (65) at the employee's own expense. If the employee had family coverage prior to retirement before age sixty-five (65), coverage will be offered on that basis at the employee's expense. For purposes of this section, a retired employee is one who has applied for and is receiving a retirement allowance.

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EARLY RETIREMENT

Story County will provide payment of a single health and/or dental insurance plan for County employees who wish to retire early and retain group health/dental insurance coverage. Employees who carry family coverage may continue family coverage by paying the difference between single and family premium rates. Premiums will be paid according to the following formula:

Years of Health Coverage Paid Single Premium

10 years	12 months
15 years	18 months
20 years	24 months
25 years	30 months
30 years	36 months

The family coverage option is available for the same amount of time as the County paid single premium. County paid health insurance payments will cease when an employee becomes eligible for Medicare.

RETIREMENT PLAN

The Code of Iowa requires all full-time and part-time employees to enroll in the Iowa Public Employment Retirement System (IPERS). In IPERS a certain percentage of income, determined by the Iowa Legislature, is deducted from an employee's gross pay. The County contributes a mandated amount to the individual's fund. Further details pertaining to IPERS may be found in the booklet furnished to the employee at the time of the employee's enrollment.

LIFE INSURANCE

A minimum of \$50,000 term life insurance for regular employees will be provided until the employee reaches the age of seventy (70). At the age of seventy (70), the amount of term life insurance will decrease to \$32,500.

SHORT TERM DISABILITY

The short term disability plan with Story County will pay 70% of an employee's gross weekly income not to exceed a maximum benefit of \$500.00 per week. The maximum benefit period is thirteen (13) weeks. Benefits begin on the later of the expiration of all accrued sick leave benefits, or the eighth (8th) day of disability. An employee shall be considered totally disabled when the employee is prevented by illness or injury from performing any occupation for wage or profit. This benefit does not apply to injuries or illnesses arising out of or in the course of any employment which is covered by workers' compensation benefits.

LONG TERM DISABILITY

The long term disability plan with Story County will pay 60% of an employee's gross salary to a maximum benefit of \$5,000 per month. The maximum benefit period is outlined in the booklet provided at the time of an employee's enrollment in the plan. An employee shall be considered totally disabled when the employee is prevented by illness or injury from performing any occupation for wage or profit. This benefit does not apply to injuries or illnesses arising out of or in the course of any employment which is covered by workers' compensation benefits.

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DEFERRED COMPENSATION

Deferred compensation is the setting aside of earned income to reduce the amount of income tax paid. Contributions to the 457 plan are designed to help supplement pension and social security benefits at retirement. Retirement Investor's Club (RIC) is the administrator and provides investment services to employees for their 457/401a savings plans.

FLEXIBLE SPENDING PLAN

Story County currently offers full-time and three-quarter-time employees the opportunity to participate in flexible spending accounts. This plan is available to all eligible employees.

The Flexible Spending Plan allows employees to recoup non-reimbursed medical costs (up to \$2500 per year) and costs incurred for care of a dependent(s) (up to \$5000 per year). Designated amounts are withheld from an employee's pay on a pretax basis and are reimbursed. It is the responsibility of the employee to notify payroll of an improper deduction. Any errors made relative to flexible spending account deductions will be adjusted accordingly either in the form of a refund for overpayment or a deduction for underpayment. Repayment arrangements will be made between the affected employee and Human Resources and/or the Auditor's Office payroll staff on a case-by-case basis.

Contact Human Resources for details on eligibility per the plan requirements.

EMPLOYEE ASSISTANCE PROGRAM

Story County provides an employee assistance program through Employee and Family Resources (EFR) to its employees and family members to provide confidential assistance for personal problems that may adversely affect job performance, family relationship and the individual's general well-being. The program is designed to provide employee education coupled with counseling services for assessment, referral and follow-up care. In addition, supervisors may, in consultation with Human Resources, make direct referrals as part of a corrective performance management or progressive discipline plan. Employees can contact EFR at (800) 327-4692 or on their website at www.efr.org/myeap.

Additional information concerning the employee assistance program can be obtained through Human Resources.

WELLNESS PROGRAM

Story County supports the well-being of employees through its worksite wellness program by providing a variety of programs that are designed to promote health and wellness of employees. Wellness initiatives include but are not limited to health risk assessments, wellness challenges, blood drives and flu shot clinics.

Contact Human Resources for more information on program eligibility.

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HOLIDAYS OBSERVED

The County recognizes the following holidays:

January 1	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Juneteenth	Two Days at Christmas
July 4	Two hours on December 31 *

*This time is allowed only if December 31 falls on a Monday through Thursday.

When a Holiday Falls on a Saturday or Sunday

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

Religious Holidays

It is the policy of the County to permit absence from work with compensation for employees who wish to observe religious holidays of the employee's faith, providing previous arrangements are made with the County for establishing an alternative work time. If an alternate work period cannot be arranged, an absence will be charged to vacation leave or to leave without pay.

VACATION

An employee's anniversary date shall be used to compute vacation leave. Employees resigning or who are terminated before completing six (6) months of continuous employment will not be eligible for any unused vacation benefits. Each person employed in a part-time position in County service shall earn vacation leave on a proportionate basis to the time worked per year. Temporary employees shall not be granted vacation pay. Vacation leave will not be considered work hours for the purpose of computing overtime pay.

Schedule

Vacation leave shall be accrued in accordance with the following schedule, determined from the anniversary date.

Years of Continuous Service	Working Hours off Per Year
One (1)	80 hours (10 days)
After five (5)	120 hours (15 days)
After ten (10)	160 hours (20 days)

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Vacation leave shall be computed on an hourly basis and credited to each employee's account on a bi-weekly basis. Employees are eligible to use vacation leave once accrued.

Procedure

An employee shall notify the immediate supervisor in advance of the desired vacation. The length of the advance notice shall be determined by the department needs. If it becomes necessary to limit the number of employees on vacation at one time, departmental procedures will prevail.

Compensatory Time

Any compensatory time is to be used before any charge is made to accrued vacation allowance (unless the employee is at risk of losing vacation as stated in the accumulation provision below).

Exceptions

An employee shall not accrue vacation leave during periods of temporary lay-off, suspension, or leave without pay. An employee on vacation extending through a holiday period shall not have those officially designated holidays charged against vacation leave.

Accumulation of Vacation Time

Accumulation of vacation time (as indicated on employee pay stub) will be limited to forty (40) hours plus current year vacation allowance for which an employee is eligible. After fifteen (15) years of continuous service, an employee may carry over sixty (60) hours of vacation time plus current year vacation allowance for which an employee is eligible. Any payroll period where vacation time exceeds the allowed accumulation amount, that vacation time will be forfeited.

Limitations

Vacation leave may not be taken in advance and an employee may not waive their vacation, in order to collect both vacation and work pay.

Accrued Vacation Payment at Termination

Any full-time or part-time employee separated from County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to their estate or legal beneficiary in the amount of any unused vacation leave accrued at the time of separation. Employees separated from County employment before completing six (6) months of continuous employment will not be eligible for payment of any unused vacation leave accrued at the time of separation.

SICK LEAVE

Eligibility and Accrual

Full-time employees shall accrue sick leave at the rate of one and one-half (1 ½) days per month. Part time employees shall accrue on a prorated basis according to the appropriate classification. Sick leave may be

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accumulated up to nine hundred sixty (960) hours which is equivalent to one hundred twenty (120) working days. Once the maximum sick leave has been accrued, there will be no further sick leave accrued until the sick leave bank falls below nine hundred sixty (960) hours.

Provisions

Payment of accrued sick leave benefits will begin on the first day of absence, computed at the employee's regular base pay. If a holiday falls within a paid sick leave, that day will be counted as a holiday and not as sick leave. Sick leave shall not be taken in advance of accrual. Sick leave will not be considered work hours for the purpose of computing overtime pay.

Sick leave, up to a maximum of forty (40) hours per calendar year, beginning the first payroll of the calendar year, may be used to care for an immediate family member (mother, father, spouse, or children) for medical reasons. All sick leave shall expire on the date of separation from the County and no employee shall be reimbursed for sick leave outstanding at the time of such separation.

When an employee requests vacation time for a definite period and the request is granted, any period of illness during the period of such leave shall be charged to sick leave upon the employee producing a written certificate from a licensed health care provider stating the duration of the illness and the time period that the employee would not have been able to work. The Department Head will then determine the number of days to be credited to the employee's accrued vacation time, according to the physician's statement.

Overtime

Sick leave is not considered time worked for overtime purposes.

Sick Leave Donation

In the event that an employee exhausts all accumulated sick leave days, vacation and accumulated compensatory time, the Board of Supervisors, upon the recommendation of the Director of Internal Operation and Human Resources may grant additional sick leave days, or, with the permission from the affected individual, request voluntary donations of sick leave from staff for use by the affected employee for the employee's personal illness or injury. Each employee may donate up to two (2) days of sick leave per request. Donation will be taken in order received until the maximum number of days required is met. Donated sick leave days which are not used by the affected employee will be cancelled and not returned to donating employees.

Wellness Days

Employees who have reached the maximum accumulation of sick leave (960 hours) may convert accumulated sick leave to wellness days up to a maximum of two days (16 hours) per fiscal year. Part time employees are eligible on a prorated basis according to their appropriate classification. Wellness days must be used in increments of no less than a full day's shift. Wellness days do not carry over from year to year and must be used before the end of the fiscal year.

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LEAVES OF ABSENCE

A leave of absence is one or more days off for reasons not otherwise covered by vacation or sick leave. Leave circumstances for which the County has special policies cover are as follows:

- GENERAL MEDICAL LEAVE
- FAMILY AND MEDICAL LEAVE
- BEREAVEMENT LEAVE
- JURY AND WITNESS DUTY
- MILITARY LEAVE
- VOTING LEAVE
- PERSONAL LEAVE WITHOUT PAY

Eligibility: Regular, full-time employees may be eligible to take leaves of absence without loss of seniority, subject to the conditions and limitations described in the special policies or to the discretionary actions of the County where policies are not stated. Leaves require prior approval of the Elected Official or Department Head and Human Resources. Vacation time and sick leave will continue to accrue during any approved paid leave of twelve (12) weeks or less and made available for use upon return to active work status.

Limitations: In order to continue group health related insurance coverage after paid leave has been exhausted, the employee must make arrangements to pay the County's portion of the premium payments at his/her own expense.

Performance reviews and any eligible pay adjustments will be postponed until the employee returns to work, if the employee's review date falls within the leave of absence period. The employee will be ineligible for pay for any holidays that fall within the leave of absence period.

Each request for leave should be made in writing to the Elected Official or Department Head. Each request will be considered on an individual basis. Leave time is not counted as hours worked in computing overtime.

GENERAL MEDICAL LEAVE

If an employee requires a leave of absence for medical reasons such as an extended illness, surgery, disability, pregnancy or injury, including injuries arising out of and in the course of employment, the employee should discuss the need for leave with the employee's immediate supervisor as soon as possible. The immediate supervisor must direct the employee to Human Resources for proper processing of the leave.

If the absence is for a serious health condition, or if the absence is for other than a serious health condition and expected to be longer than 3 days, the employee will be required to complete a "Request for Leave of Absence" form. **If the leave requested qualifies for Family and Medical Leave and the employee qualifies for FMLA, the leave will be designated FMLA leave (see Family and Medical Leave on next page).**

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Any accrued sick leave, vacation, and compensatory time is to be applied to the leave. After vacation, sick leave, and compensatory time have been exhausted, any remaining leave time will be without pay. Limitations on benefits and appropriate pay practices during leaves of absences apply.

The employee must return to work as soon as possible upon receiving written approval from the employee's physician. If circumstances require additional time beyond the original expiration date of the leave, the employee must submit a written request to Human Resources for an extension prior to that date. The County reserves the right to request a medical examination by a County-appointed physician to confirm the reason for leave or to confirm ability to return to work.

For leaves that do not exceed three months, service time with the County shall continue to accrue during the leave and an effort will be made to reinstate the employee to the same position or one of equal status at the same rate of pay upon returning to work. Failure to return on or before the expiration date of an employee's leave without receiving an approved extension will be recognized as a voluntary termination.

FAMILY AND MEDICAL LEAVE

It is the policy of the County to provide unpaid family and medical leave in accordance with the Federal Family and Medical Leave Act (FMLA) of 1993. Whether or not a particular situation is covered by FMLA depends on whether the law's requirements have been met, not on whether an employee actually requests FMLA leave. The County will designate leave as FMLA leave if the employee is eligible for FMLA leave and if the law's other requirements are satisfied, even if the employee has not requested FMLA leave.

Leaves Available

An eligible employee will be granted up to twelve (12) work weeks of unpaid, job-protected leave each twelve (12) month period for any of the following qualifying reasons:

- The birth of and/or need to care for a newborn child
- The placement of a child with the employee for adoption or foster care
- The need to care for a spouse, child, or parent with a serious health condition
- A serious health condition that makes the employee unable to perform the functions of the job

Eligibility Requirements

To be eligible for family and medical leave, the employee must have worked for the County for at least twelve (12) months, and for at least 1,250 hours during the twelve (12) months immediately preceding the start of the leave.

General Provisions

For purposes of this policy:

"**Child**" means son or daughter under eighteen (18) years of age, or a child eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual daily responsibility for care and includes a biological, adopted, foster or step-child.

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"Parent" does not include parents-in-law.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves...

- Inpatient care in a hospital, hospice, or residential medical care facility
- A period of incapacity that requires absence from work for more than three (3) consecutive calendar days AND involves either two (2) or more treatments by a health care provider, OR at least one (1) treatment by a health care provider plus a regimen of continuing treatment
- Any period of incapacity due to pregnancy or for prenatal care
- Chronic serious health condition
- Long-term conditions for which treatment may not be effective
- Multiple treatments and recovery there from

"Spouse" does not include an unmarried domestic partner.

The **"twelve month period"** during which the leave entitlement occurs is designated as the twelve (12) month period measured forward from the first date of leave.

Married employees: If the employee and Employee's spouse are both employed by the County, and are both eligible for family and medical leave, the employee and spouse will be limited to a combined total of twelve (12) weeks of family and medical leave a year taken for any one or all of the following reasons: birth of a child or to care for the child after birth; placement of a child with the employee for adoption or foster care, or to care for the child after placement; or to care for a parent with a serious health condition. This limitation does not apply in cases of leave to care for the serious health condition of a spouse or child, or because of the employee's own serious health condition.

Leave Rights related to Military Service (as amended in 2008):

Eligibility: Eligible employees are entitled to up to twelve (12) weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty. This applies to covered family members in the National Guard, Reserves, Retired Forces and active Regular Armed Forces, and deployed for duty in a foreign country.

Entitlement: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member (non-dishonorably discharged veterans for up to five (5) years after military service ends) who is recovering from a serious illness or injury sustained in the line of duty on active duty (to include those that manifested before or after veteran status began) is entitled to up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for the service member. This military caregiver leave is available during "a single twelve (12) month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

SECTION VII

Benefits

How and When Leave May Be Taken

Family and medical leave is taken either in consecutive workweeks; intermittently in separate blocks of time; or by reducing the number of days an employee works per week, or hours per day.

Intermittent or reduced schedule leave may be taken when medically necessary to care for a spouse, child, or parent with a serious health condition, or because of the employee's own serious health condition. The employee must provide the County with medical certification of the need for intermittent or reduced schedule leave, and must attempt to schedule intermittent or reduced schedule leave so as not to disrupt County operations. The employee may be transferred temporarily to an alternative position or schedule, with equivalent pay and benefits, which better accommodates the intermittent leave or reduced schedule.

Leave for childbirth, adoption or foster care may be taken intermittently or on a reduced leave schedule only if Story County agrees to the proposed intermittent or reduced leave schedule.

Leave for the birth of a child or placement of a child for adoption or foster care must be taken within twelve (12) months of the birth, adoption or placement.

Notice Requirements

If the employee knows in advance that leave is needed for the birth, adoption or placement of a foster child in the employee's home, or because of planned medical treatment for the employee or a covered family member, the employee must notify the immediate supervisor in writing using a "Request for Family/Medical Leave" form at least thirty (30) days in advance.

If circumstances require that the leave begin in less than thirty (30) days, the employee must notify the immediate supervisor as soon as is practicable.

When the need for leave is foreseeable based on planned medical treatment for the employee or covered family member, the County expects the employee to consult with the immediate supervisor and/or Department Head or Elected Official, and to make a reasonable effort to schedule the treatment so as not to unduly disrupt County operations.

Medical Certification

The County reserves the right to require written medical certification from the appropriate health care provider when leave is requested to care for a child, spouse, or parent with a serious health condition, or because of the employee's own serious health condition. Certification forms are available from Human Resources. This certification will include the date of onset, the probable duration, type of treatment, and other appropriate medical facts concerning the condition. If the employee is seeking leave for the employee's own health condition, the certification must also state that the employee is unable to perform the functions of the employee's position. For leave to care for a family member, the certification must state that the employee is needed to care for the family member, and an estimate of the amount of time needed. Other certification requirements apply in the case of intermittent or reduced schedule leave.

SECTION VII

Benefits

The County may also require medical recertification, and/or periodic reports from the employee during FMLA. Medical certification may also be required when an employee is returning to work after leave for the employee's own serious health condition.

The employee is to submit a completed medical certification within fifteen (15) days of the request or provide an explanation why additional time is needed.

Use of Paid Leave/Compensatory Time

The County will require the employee to use paid leave as part of family and medical leave as follows:

Paid leave must be used in the following order: Any available accrued vacation for any portion of the twelve (12) week leave for birth, adoption, foster placement, or to care for a child, spouse, or parent with a serious health condition. However, employees may use accrued personal sick leave or compensatory time for the above situation if they choose.

Paid leave must be used in the following order: Any accrued sick leave and accrued vacation for any portion of the twelve (12) week leave to care for the employee's own serious health condition. Employees may choose to utilize compensatory time once accrued sick leave is exhausted. Any situation in which paid sick leave is used because the employee is unable to work due to a condition that qualifies as a serious health condition under this policy will be counted against the twelve week FMLA entitlement. When the employee has used all required paid leave for any portion of an FMLA leave, the balance of the leave will be without pay.

Rights and Benefits During Leave

Seniority will accrue only during periods of paid leave. Vacation and sick leave will not accrue during an unpaid FMLA leave. Under certain circumstances, if the employee fails to return to work after an approved FMLA leave, the County may require the employee to reimburse it for the amount the County paid for the health insurance premium during the leave.

Returning to Work

At the conclusion of the FMLA leave, unless the employee qualifies as a "key" employee, the employee will be restored to the employee's former position, if that position is vacant, or one with equivalent pay, benefits, and conditions of employment, provided the employee has complied with the requirements of this policy.

Upon returning to work from leave due to the employee's own serious health condition, the employee may be required to provide certification from a health care provider that states the employee is able to resume work and is fit for duty.

If an employee qualifies as a "key" employee (those employees defined among the 10% highest paid of the County), there is a possibility that the employee's employment will not be restored when the unfilled position, at the discretion of the County, will cause substantial and grievous economic injury to the operations of the County.

SECTION VII

Benefits

BEREAVEMENT LEAVE

A period not to exceed forty (40) hours with pay may be granted to an employee upon the employee's request, due to the death of a member of the employee's immediate family (spouse, parent or step-parent, child (including step-children), brother, sister (including step-brother and step-sister), mother-in-law or father-in-law, son-in-law and daughter-in-law. In the event of the death of an employee's grandparent (including step-grandparent) or grandchild (including step-grandchild), brother-in-law, or sister-in-law, the employee may be allowed up to twenty-four (24) hours off with pay. A period of eight (8) hours with pay may be granted to an employee when attending funeral services for the employee's aunt or uncle. Employees may be granted four (4) hours with pay when attending funeral services for fellow County workers as well as for fellow retired County workers. Payment for this time shall be made only if the funeral has actually been attended. Department Heads and Elected Officials may request documentation from the employee that supports the requests for bereavement leave. Time off for bereavement leave will not be considered work hours for the purpose of computing overtime.

VOTING LEAVE

Every employee is encouraged to exercise the privilege to vote. If for any good reason an employee is unable to vote before or after working hours, the County will grant leave to vote according to state law (Code of Iowa 49.109). Employees shall request the time off to vote from the employee's supervisor at least two working days prior to the Election Day and the Department Head or Elected Official shall designate the period of time to be taken, not to exceed three (3) hours. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift to provide the least disruption to the normal work schedule.

JURY AND WITNESS LEAVE

Any employee shall receive full compensation during the employee's working day for appearance as a witness or jury member before a court, legislative committee or other judicial or quasi-judicial body, in an action involving the Federal Government, the State of Iowa, Story County or a political subdivision thereof, in response to a subpoena or when such an appearance is ordered in connection with the employee's work by the Department Head or Elected Official. Since jury duty is paid time off, any compensation received by employees for court related activities shall be endorsed over to the County. Certification of the number of hours spent in such service shall be submitted to the County. Reimbursement for mileage or other related expenses may be kept by the employee. When released from jury duty during working hours, the employee will report to work within two (2) hours unless otherwise arranged with the respective Department Head or Elected Official. Jury leave shall not be considered as work hours for the purposes of computing overtime.

MILITARY LEAVE

Leaves Available

The County shall grant leaves of absence for military service to full-time and part-time employees in accordance with applicable state and federal law. A full-time or part-time employee, who is a member of the uniformed services, when ordered by proper authority to serve in the uniformed services, shall be granted

SECTION VII

Benefits

leave for the period of service. The first thirty (30) calendar days of military leave each fiscal year shall be without loss of pay. Any amount of military leave taken during any part of an employee's scheduled workday, regardless of the number of hours taken, shall count as one (1) day toward the thirty (30) work days without loss of pay. Absences required for military service that exceed thirty (30) work days shall be granted in accordance with the County's policies on vacation, personal, compensatory time, or unpaid leave, and with applicable state and federal law.

Reemployment Rights - Eligibility

Eligibility for reemployment with the County after the employee completes military service will be determined in accordance with applicable state and federal law. Conditions for reemployment are as follows:

- The employee, or an appropriate officer of the uniformed service in which the employee serves, must give advance written or verbal notice of service to the employee's immediate supervisor, unless military necessity prevents the employee from giving notice or if it is otherwise impossible or unreasonable;
- The cumulative length of the absence and all previous absences from employment with the County for reason of military service must not exceed five (5) years (a number of exceptions to the 5 years are listed in the full USERRA);
- Discharge from military service must be honorable; and
- When the employee returns from military service, the employee must report to work or submit a timely application for reemployment according to the following schedule (This schedule can be affected if the employee is hospitalized for, or convalescing from, an illness or injury incurred in, or aggravated during performance of service):
 - o For service of less than thirty (30) days the employee must report to work by the beginning of the employee's first regularly scheduled work day that would fall eight hours after the employee returned home
 - o For service of thirty-one (31) to one hundred eighty (180) days the employee must apply for reemployment within fourteen (14) days after completing service
 - o For service of one hundred eighty-one (181) days or more the employee must apply for reemployment no later than ninety (90) days after completing service

Continuation of Benefits During Military Service

Employees on leave for military service and any of their dependents entitled to coverage under the County's health insurance plan are entitled to coverage as follows:

- An employee who leaves employment for less than thirty-one (31) days is entitled to continued health insurance coverage, and will not be required to pay more than what an active employee would pay for coverage.
- An employee who leaves employment for more than thirty (30) days is allowed to elect to receive continued coverage under the County's health insurance plan for a period that is the lesser of: twenty-four (24) month-period beginning on the date on which the employee's absence for the purpose of performing service begins; or the period beginning on the date on which the employee's absence for the purpose of performing service begins, and ending on the date on which the employee fails to return from service. The County may require the employee to pay up to 102% of the premium.

SECTION VII

Benefits

UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence may be granted in certain circumstances. If the employee has exhausted all applicable sick leave, vacation, compensatory time, and FMLA leave, the employee may request an unpaid leave of absence. Applications for unpaid leave must be made to the Department Head or Elected Official in writing and shall state the reasons for the leave and inclusive dates. Approval of unpaid leave is by Human Resources.

Employees who are not eligible for leave under the County's sick leave or Family and Medical Leave Act policies may apply for an unpaid leave under this section for purposes of disability due to pregnancy or a related condition as provided in Iowa Code section 216.6(2)(e). Medical certification stating that the employee is not able to perform the duties of employment may be required by the County.

During an unpaid leave granted under this section, the employee does not receive compensation, does not accrue length of service, and is not eligible for paid holidays. Sick leave and vacation will not accrue during an unpaid leave. The County does not make contributions to retirement programs for the duration of the leave. The employee may continue in the group health program during an unpaid leave under this section by paying the full cost of the premium by the first of the month for that month's coverage. Failure to pay the premium on time will result in termination of coverage.

If the employee plans to return to work following an unpaid leave taken under this section, the employee must notify the County before the end of leave. The County will attempt to restore the employee to the position the employee held at the start of the leave, or in a comparable position, if possible. If the leave was for medical purposes, the employee will be required to pass a fitness-for-duty medical examination, by the County's designated doctor, to determine if the employee is able to perform the essential functions of the position. If no such position is available or the employee is unable to perform the essential functions of the position, employment will be terminated.

When an employee has been on unpaid leave for thirty (30) calendar days, the County shall review the circumstances and either extend the unpaid leave or terminate the employee.

BENEFITS REQUIRED BY LAW

Often overlooked by employees as a benefit they enjoy by working for a County like Story County are various legal benefits, namely:

- **Social Security** – a retirement benefit
- **Workers' Compensation** – for work-related disability
- **Unemployment Compensation** – in case of a reduction in the work force and termination of employment for reasons other than misconduct
- **IPERS** – a retirement benefit

SECTION VII

Benefits

Social Security

Each payday, the County deducts a tax from each employee's pay, which is paid into the Treasury of the United States Government. The County also contributes an equal amount to the fund so that the County shares on a 50/50 basis the cost of the Retirement Program for each employee.

Workers' Compensation Insurance

The employee is protected under the Workers' Compensation Act, which provides for hospital, medical, surgical care and income loss payments for work-related injuries and/or death. This insurance is paid for by Story County.

Unemployment Compensation

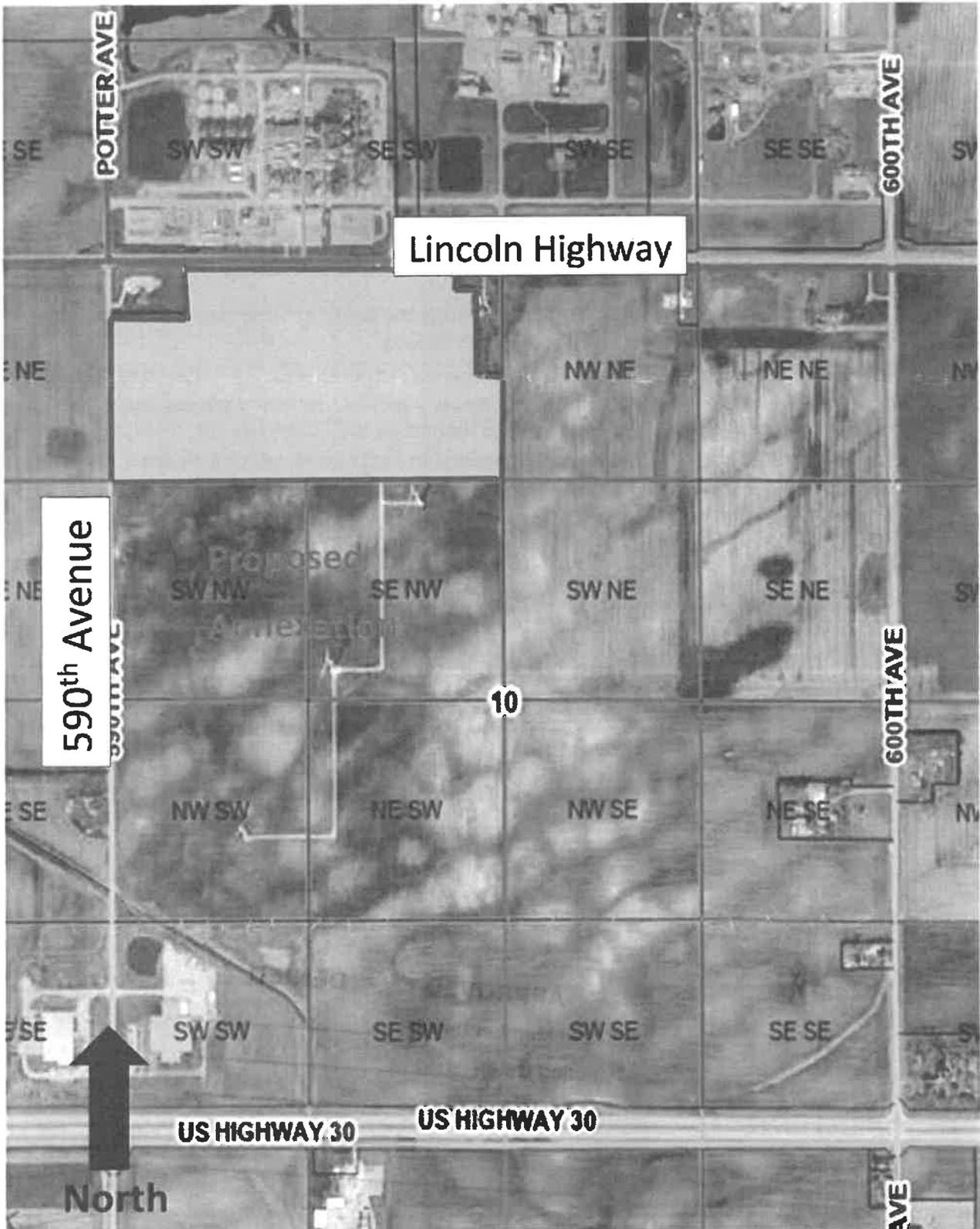
The employee is protected against loss of income by State and Federal laws when unemployed through no fault of the employee. Story County pays for this insurance.

These unemployment benefits must be applied for by the unemployed individual through the local state agency. Benefits are paid for a given number of weeks at a dollar rate determined by the local state agency.

IPERS (Iowa Public Employee's Retirement System)

As the Code of Iowa requires, the County contributes a mandated amount to each employee's retirement fund. The County is also required to deduct a specific percentage from your gross pay. Your deduction is contributed on a pretax basis for federal and state income tax purposes. More information regarding IPERS can be found on the IPERS website at www.ipers.org or by calling IPERS directly at 1-800-622-3849.

Appendix A



RECEIVED

JUN 23 2023

NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION STORY COUNTY
PETITION OF TERRITORY INTO THE CITY OF NEVADA, IOWA BOARD OF SUPERVISORS

Notice is hereby given that a proposed 100% voluntary annexation application has been submitted and is recommended that the City Council of Nevada, Iowa annex the following described real estate, situated in Story County, Iowa, and owned by Kinney-Lindstrom Foundation, Inc.:

The North Half of the Northwest Quarter of Section 10, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, except Parcel A in the Northeast Quarter of said Northwest Quarter, as shown on the Plat of Survey filed in Book 10, Page 12, and except Parcel B in the Northwest Quarter of said Northwest Quarter, as shown on the Plat of Survey filed at Inst. No. 95-11615, and in Book 13, Page 173. Said property contains 73.57 acres, which includes 2.89 acres of existing public right of way.

Notice is further given that the City Council of Nevada, Iowa will conduct a hearing and consider the petition for annexation at a meeting beginning at 6:00 P.M. on Monday, July 10, 2023, in the Council Chambers of City Hall located at 1209 6th Street, Nevada, Iowa 50201, at which time all interested parties are invited to comment. The petition for annexation is on file in the office of the City Clerk. Any interested person may appear at the hearing. This notice is published and mailed as required by sections 362.2 and 368.7 of the Code of Iowa by order of the City Council.

Kerin Wright, City Clerk

CITY OF NEVADA

VOLUNTARY ANNEXATION PETITION

APPLICATION FORM

(This form must be filled out completely before your application will be accepted)

- 1. Property Address** for this Voluntary Annexation or a description of the General Location if an Address has not been assigned: 23160 590th Ave and 59334 Lincoln Highway
- 2. Legal Description (attach, if lengthy):** The North Half of the Northwest Quarter of Section 10, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, except Parcel A in the Northeast Quarter of said Northwest Quarter, as shown on the Plat of Survey filed in Book 10, Page 12, and except Parcel B in the Northwest Quarter of said Northwest Quarter, as shown on the Plat of Survey filed at Inst. No. 95-11615, and in Book 13, Page 173. Said property contains 73.57 acres, which includes 2.89 acres of existing public right of way.

3. Property Owner: Kinney-Lindstrom Foundation, Inc.

Address: PO Box 520, Mason City IA 50402-0520
(Street) (City) (State) (Zip)

Telephone: Cell 507-269-7503
(Home) (Business) (Fax)

4. Applicant: **Kent Hall, Treasurer/Trustee**

Address: Same as above
(Street) (City) (State) (Zip)

Telephone: Same as above email: kentahall77@gmail.com
(Home) (Business) (Fax)

5. Contact Person: **Kent Hall, Treasurer/Trustee**

Address: Same as above
(Street) (City) (State) (Zip)

Telephone: Same as above
(Home) (Business) (Fax)

Obtaining approval of this Voluntary Annexation does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, et cetera.

I (We) certify that I (We) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Nevada and have submitted all the required information.

Signed by: Kinney-Lindstrom Foundation, Inc.
[Signature] Treas/Trustee Date: 6-13-23
(PROPERTY OWNER)

(Note: No other signature may be substituted for the Property Owner's Signature.)

and: Kinney-Lindstrom Foundation, Inc.
[Signature] Treas/Trustee Date: 6-13-23
(APPLICANT)

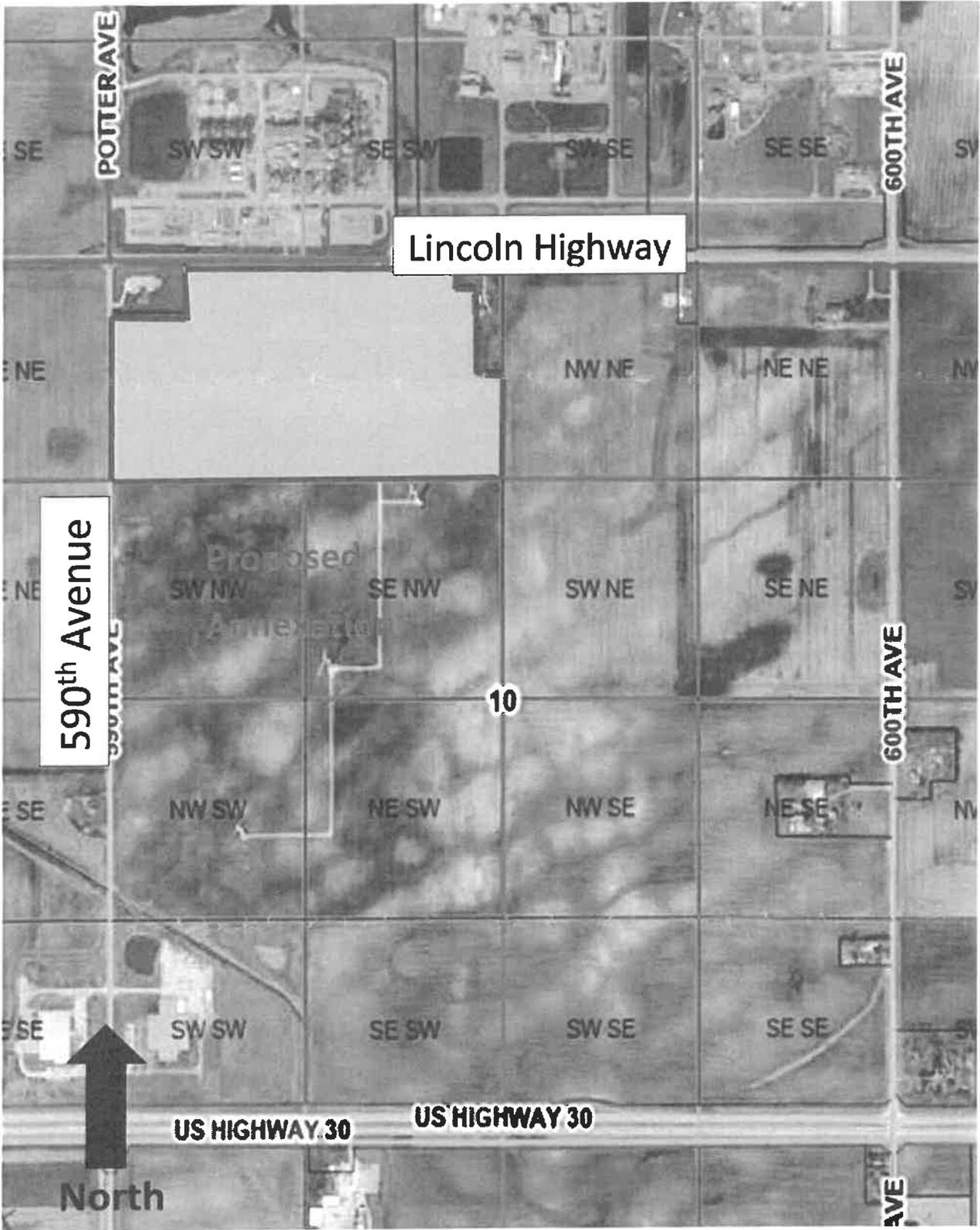
and: [Signature] Date: 6-13-23
(Contact Person) Kent A. Hall

This Annexation Petition must include signatures by the owners of 50% of the area of all real estate included within the boundaries of said tract as described in said petition, and in addition, duly signed by the owners of 50% of the area of all real estate lying outside of said tract but within 200 feet of the boundaries thereof, and intervening streets and alleys not to be included in computing such 200 feet.

6/14/2023

Kinney-Lindstrom Foundation Inc Proposed Annexation Description

The North Half of the Northwest Quarter of Section 10, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, except Parcel A in the Northeast Quarter of said Northwest Quarter, as shown on the Plat of Survey filed in Book 10, Page 12, and except Parcel B in the Northwest Quarter, as shown on the Plat of Survey filed at Inst. No. 95-11615, and in Book 13, Page 173. Said property contains 73.57 acres, which includes 2.89 acres of existing public right of way.





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
RASPBERRY HILL MANAGEMENT CO., INC.	Raspberry Hill Management Co., Inc	(515) 210-9099		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
5500 240th Street		Ames	Story	50014
MAILING ADDRESS	CITY	STATE	ZIP	
5500 240th Street	Ames	Iowa	50014	

Contact Person

NAME	PHONE	EMAIL
Bradley Perkins	(515) 210-9099	bperkins@bradperkinspe.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	12 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE
June 28, 2023	June 27, 2024

LAST DAY OF BUSINESS

APPROVED

DENIED

Board Member Initials:

Meeting Date: 7.3.23

Follow-up action:

SUB-PERMITS

Special Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Bradley Perkins	Ames	Iowa	50014	co-owner	49.00	Yes
Gina Perkins	Madrid	Iowa	50156	Co-owner	51.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Support Staff

Director, Story County Outreach	
President & CEO	
Senior VP	
Existing Business & Industry	
Accounting staff time	
Receptionist services	
Digital Markeing	
Marketing / Public Relations	85,000.00

Benefits

Greg	Retirement	3,117.50
	Health, Dental, Term Life, Disability (Short / Long term), Vision	
Greg	Materials plan	<u>3,200.00</u>
		6,317.50

Office and Conference space costs

	5% Office, conference and meeting space	3,500.00	
	5% Cleaning services	210.00	
Static	Office Supplies	3,500.00	New computer, misc.
Static	Utilities	397.50	
Static	Office Telephone	300.00	
Static	Internet	<u>77.50</u>	
		7,985.00	
		<u><u>99,302.50</u></u>	

APPROVED **DENIED**

Board Member Initials: _____

Meeting Date: 7-3-23

431 Workforce Initiative

Date	Transaction Type	Num	Name	Memo/Description	Amount
07/18/2022	Check	61224	Hy Vee	HBI and SYIA event costs	1,798.88
07/31/2022	Check	61240	Copy Works	Work in Ames Raffle Tickets	562.00
07/31/2022	Check	61237	Kyven Gadsdon, LLC	See Yourself in Ames Event	100.00
07/31/2022	Check	61249	Nikki	Cell phone	615.04
07/31/2022	Journal Entry	83	Online Visa - Brenda	AEDC 431 - SYIA expense	93.00
07/31/2022	Expenditure			WIA booth prizes	58.59
07/31/2022	Journal Entry	82	Online Visa - Brenda	AEDC 431 - Google ads	99.99
07/31/2022	Journal Entry	79	Online Visa - Brenda	AEDC 431 - Workforce Video mileage	6.88
07/31/2022	Journal Entry	78	Online Visa - Brenda	AEDC 431 - SYIA mileage	0.94
07/31/2022	Journal Entry	77	Online Visa - Brenda	AEDC 431 - Work in Ames ad for Iowa State Magazine	102.54
07/31/2022	Expenditure			Workforce meetings expense	5,064.84
08/15/2022	Check	65254	ISU Athletics	SYIA event - Facility expenses	57.50
08/31/2022	Check	65293	Brenda Dryer	Workforce meeting mileage	100.00
08/31/2022	Check	65292	Nikki	Cell phone	27.56
08/31/2022	Check	65292	Nikki	Childcare, K-12 meetings	93.53
08/31/2022	Journal Entry	101	Online Visa - Nikki	AEDC 431 - Workforce Facebook ads	128.91
08/31/2022	Journal Entry	99	Online Visa - Nikki	AEDC 431 - Workforce expense	536.63
08/31/2022	Expenditure			Workforce Expenses	434.53
08/31/2022	Expenditure			Workforce expenses	12,000.00
09/09/2022	Journal Entry	128	Online Visa - Brenda	HR Managers football outing	199.88
09/22/2022	Journal Entry	124	Online Visa - Allee	WIA - Google	36.92
09/22/2022	Check	65307	Iowa State University	AEDC 431 - Work in Ames.com raffle tx - 1638	250.00
09/30/2022	Check	65317	Nikki	Ames Journey sponsorship	100.00
09/30/2022	Check	65317	Nikki	Cell phone	1,107.01
09/30/2022	Expenditure			Workforce meetings, Conference registrations	255.31
09/30/2022	Check	65317	Nikki	Workforce expenses	64.89
10/28/2022	Check	65333	Alpha Copies	Workforce meetings mileage	9.51
10/28/2022	Check	65342	JKR Ventures	Coloring pages for career fair	663.00
10/28/2022	Check	65341	Global Reach Internet Productions	Build Your Future books	2,520.00
10/28/2022	Check	65339	iHeart	WIA.com custom search functionality	1,235.00
10/31/2022	Expenditure			Work in Ames - iHeart Media ads	1,434.57
10/31/2022	Expenditure			Workforce Expenses	111.48
10/31/2022	Journal Entry	159	Online Visa - Dan	AEDC 431 - Workforce expenses	246.69
10/31/2022	Journal Entry	160	Online Visa - Nikki	Workforce Expenses	126.20
10/31/2022	Journal Entry	174	Online Visa - Nikki	SYIA expense	383.25
10/31/2022	Check	65348	Brenda Dryer	AEDC 431 - Malween Expenses	28.25
10/31/2022	Check	65351	Nikki	Workforce meetings mileage	226.75
10/31/2022	Check	65352	Nikki	Cell phone	100.00
11/09/2022	Check	65362	Copy Works	Laborshed Printing	57.78
11/28/2022	Check	65383	Copy Works	Laborshed data sheets	116.42
11/28/2022	Check	65384	Anna Fleecs	Future Ready Night reimbursement	30.80
11/28/2022	Check	65372	iHeart	Work in Ames	1,185.00
11/30/2022	Expenditure			Workforce expenses	362.50
11/30/2022	Expenditure			Workforce expenses	604.94
11/30/2022	Expenditure			Facebook - Career Fairs	203.53
12/01/2022	Check	65391	Nikki	Workforce mileage, career fairs, Future Ready	83.44
12/01/2022	Check	65387	Brenda Dryer	Workforce meetings mileage	18.75
12/01/2022	Check	65391	Nikki	Cell phone	100.00
12/19/2022	Check	65407	iHeart	Football 2022 advertising WIA	1,180.00
12/30/2022	Check	65415	Copy Works	2022 Laborshed	38.52
12/30/2022	Check	65418	Nikki	Cell phone	100.00
12/30/2022	Journal Entry	225	Online Visa - Steven	AEDC 431 - Facebook	100.20
12/30/2022	Check	65416	Nikki	Workforce meetings mileage	51.06
12/30/2022	Expenditure			Workforce meeting	45.41
12/30/2022	Expenditure			Workforce expense	8.82
01/01/2023	Journal Entry	277	Online Visa - Brenda	Journal Communications - 431	4,400.00
01/01/2023	Journal Entry	277	Online Visa - Brenda	2023 Visitor Guide Ad - 431	1,120.00
01/01/2023	Journal Entry	277	Online Visa - Brenda	2023 Partner Fee - 431	250.00
01/31/2023	Expenditure			Workforce expenses, Career Fair expenses	509.19
01/31/2023	Expenditure			Career Fair registration	389.92
01/31/2023	Check	65492	Nikki	Workforce meetings expense	71.05
01/31/2023	Check	65492	Nikki	Cell phone	100.00
01/31/2023	Check	65492	Nikki	Workforce meetings mileage	46.44
01/31/2023	Journal Entry	284	Online Visa - Nikki	AEDC 431 - Workforce / Google Ads	99.02
02/28/2023	Expenditure			Workforce expenses	328.37
02/28/2023	Journal Entry	301	Online Visa - Sarah	AEDC 431 - Google Ads	100.41
02/28/2023	Expenditure			Workforce meeting expenses, career fairs	1,009.93
02/28/2023	Check	65540	Nikki	Cell phone	100.00
02/28/2023	Expenditure			Workforce expense	20.54
02/28/2023	Check	65540	Nikki	Workforce meeting mileage	75.88
02/28/2023	Check	65536	Brenda Dryer	Workforce meeting mileage	47.86
02/28/2023	Check	65538	Sarah Dvorsky	Workforce meetings mileage	54.17
03/08/2023	Check	65548	Gilbert DECA	Business Sponsorship	500.00
03/08/2023	Check	65555	YWCA Ames - ISU	Women of Achievement Sponsorship - 2023	250.00
03/08/2023	Check	65549	Ames High DECA	Sponsorship	500.00
03/22/2023	Deposit			PH Clean - #GetAJob sponsor	-250.00
03/23/2023	Check	65566	National Financial Educators	SYIA - Speaker down payment / Adam Carroll July 27, 2023	1,250.00
03/31/2023	Expenditure			Pizza Ranch, HyVee	238.10
03/31/2023	Expenditure			Workforce expenses	323.59
03/31/2023	Journal Entry	336	Online Visa - Nikki	AEDC 431 - KWBG	23.58
03/31/2023	Journal Entry	342	Online Visa - Steven	AEDC 431 - Shipping for Workforce	40.06
03/31/2023	Expenditure			Workforce expenses - Google	99.63
04/03/2023	Check	65577	Copy Works	Professional Pro Day	270.18
04/03/2023	Check	65581	Hy Vee	Women in Leadership	868.28
04/04/2023	Check	65587	Nikki	Cell phone	100.00
04/04/2023	Check	65587	Nikki	Workforce meetings mileage	60.46
04/04/2023	Check	65588	Sarah Dvorsky	Workforce meetings mileage	89.60
04/06/2023	Check	65595	Copy Works	Zakyah Poster	12.04
04/06/2023	Check	65596	Silver Screen Magic, LLC	#GetAJob advertising	150.00
04/19/2023	Journal Entry	360	Online Visa - HyVee	AEDC 431 - HyVee	64.94
04/30/2023	Check	65630	Nikki	Workforce meetings mileage	46.51
04/30/2023	Check	65630	Nikki	Cell phone	100.00
04/30/2023	Check	65625	Sarah Dvorsky	Career fair mileage	46.11
04/30/2023	Journal Entry	372	Online Visa - Nikki	AEDC 431 - Google	286.52
04/30/2023	Expenditure			Workforce expenses	286.79
04/30/2023	Expenditure			Workforce Expenses	803.55
05/04/2023	Check	65639	Iowa State Daily Media Group	Recruitment Sponsorship	10,000.00
05/04/2023	Check	65640	IA Dept. of Econ. Dev. Foundation	FY23 Business Co-op	5,000.00
05/04/2023	Check	65641	KWBG	Workforce advertising	1,348.40
05/17/2023	Check	65684	Express Signs	Bucket Decals	68.89
05/17/2023	Check	65688	ISU Alumni Center	Business membership (Non Profit)	200.00
05/18/2023	Check	65691	ISU Alumni Center	WIA Business Membership, Iowa State Advertising	6,475.00
05/26/2023	Check	65693	CPMI	SYIA Rental - May 24, 2023	800.00
05/31/2023	Expenditure			Google ads	98.84
05/31/2023	Expenditure			Workforce / SYIA expenses	1,490.93
05/31/2023	Expenditure			Workforce expenses	112.71
05/31/2023	Check	65709	Nikki	Cell phone	100.00
05/31/2023	Check	65709	Nikki	Workforce meetings mileage	22.14
05/31/2023	Check	65708	Sarah Dvorsky	Workforce mileage	158.82
05/31/2023	Check	65697	Ames Homebuilders Association	Parade of Homes Ad	950.00
05/31/2023	Journal Entry	UHJ	UHJ	SYIA cookies	44.97
06/13/2023	Check	65718	Quinton Nespor	SYIA June 14 Event	175.00
06/13/2023	Check	65728	Copy Works	Teaching for the Workforce	67.14

Total for 431 Workforce Initiative

\$ 90,902.79

**GRANT AGREEMENT
AN AGREEMENT WITH COLO TELEPHONE COMPANY
FOR BROADBAND EXPANSION PLANS**

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and the Colo Telephone Company, hereinafter referred to as “Grantee”, whose mailing address and telephone number is 303 Main Street, Colo, Iowa 50056, telephone (641) 377-2202.

1. PURPOSE AND INTENT

The purpose of the agreement is for the Grantee to expand broadband to a service area between Nevada and Colo, with the funding from Story County to serve as county match for funding from the Empower Rural Iowa Broadband Grant Program.

The Grantee acknowledges that (1) the source of funding awarded for this project is the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*” dated February 28, 2022, version 3.0.)

In order to accomplish the objectives of the American Rescue Plan Act (ARPA) to respond to the public health emergency or negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, the County and Grantee agree as follows:

2. DISBURSEMENT OF FUNDS

The County will pay Grantee an amount not to exceed \$5,500. The funds will be disbursed in one lump-sum payment of \$5,500.

3. REPORTING

In exchange for payment received, Grantee agrees to provide the County quarterly reporting on expenditures and obligations made with ARPA funds and annual reporting regarding the referenced broadband expansion to Story County. A timeline for quarterly reporting is attached as Exhibit A.

4. TERMS

The terms of this service agreement shall begin upon the execution of this contract by the Chair of the Story County Board of Supervisors. Agreement shall terminate upon the exhaustion of ARPA funds by Grantee. Agreement will terminate no later than 12/31/2026.

- (A) This Agreement shall remain in effect until one of the following events has occurred:
- a. The Grantee and the County replace this Agreement with another written agreement;
 - b. All of Grantee’s obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements; or
 - c. This Agreement has been terminated pursuant to the provisions of Section 4 hereof.

5. TERMINATION

The County, in its sole and absolute discretion, may terminate this Agreement:

- a. if the Grantee has breached any provision of this Agreement or has failed to comply with any applicable state or federal law or regulation applicable to any Project; or
- b. if any representation or warranty made by the Grantee in any Proposal, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- c. *Notice of Termination.* The County shall provide the Grantee with written notice of termination of this Agreement. The termination of this Agreement shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- d. *Effect of Termination.* Upon termination of this Agreement, the Grantee shall reimburse the County for all costs and disbursements of the project terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination. The Grantee shall return any unused portion of the funds to the County within thirty days of notification of termination.
- e. Grantee may terminate this agreement by giving a 21-day notice by certified mail to the County.

6. AFFIRMATIVE COVENANTS

- a. *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).
- b. *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.
- c. *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance by the Grantee of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.

- d. SAM.gov Registration. Grantee shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") herein listed is the correct number for the Grantee as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Provider.

Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") -
W5V3TMLXE3Q3

- e. Reporting and Compliance with Laws. The Grantee shall comply with all reporting requirements as determined by Story County. In addition, the Grantee agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- f. Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975.
- g. If for any reason Grantee is unable to meet the terms as agreed upon above Grantee shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.

7. ASSIGNMENTS

Grantee's obligation and duties under this Agreement shall not be assigned without the permission of the County.

8. INDEMNIFICATION

Grantee shall hold harmless the County for any injury or damage caused by the acts or omissions of Grantee on employees or agents and Grantee agrees to indemnify the County for any such injury or damages.

9. DISPUTES

Any disputes that arise between the County and Grantee would be governed by Iowa law and be litigated in Story County.

10. ACCESS TO BOOKS AND RECORDS

Unless otherwise required by applicable laws, Grantee shall allow the County access to all books and records for purposed of auditing or reviewing Grantee's claims, upon request by the County. Grantee's failure to provide access under this section shall constitute a material breach of the agreement.

- a. Recordkeeping. The Grantee shall maintain accounts and records with respect to the Project in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project for a period of seven years after all proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine-readable formats. Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

11. REQUIREMENTS

Grantee hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Grantee assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Grantee.

12. COMPLETE AGREEMENT

This is the entire agreement between the County and Grantee.

STORY COUNTY, IOWA (County)
By:

Colo Telephone (Grantee)
By:



Chairperson of the Board of Supervisors

Dated: 7-3-23



Authorized Representative

Dated: 6-27-23

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
23-13**

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

Definitions:

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

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

The City of Collins, hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

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

Additional Terms, if none then state "none":

None _____

Terms

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

Contractor Address:
City of Collins
212 Main St
Collins, IA 50055
641-385-2205

I Description of Services

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

II Additional Services

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

- 1. **1 Full-Time Deputy**
- **Fireworks ordinance enforcement**

III Times and location(s)

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

Location: Collins, IA
Time: 1900 – 2300hrs

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

State date of service: _____
Day Month Year

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

Date of service: **3rd** **July** **2023**
Day Month Year

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

Start date of service: _____
Day Month Year

Chart

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

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

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

V Fees

The Contractor agrees to pay:

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

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

VI Payment

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

VII Changes or Termination during the Agreement

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

VIII Confidentiality

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

IX Liability

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

X Acts of God and Acts of Others

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

XI Hazards

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

XII Inconsistent Terms

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

XIII Representative

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

Service Provider Representative

Contractor Representative

Lt. Gary Backous
515-382-7457

Brett Comegys
641-385-2205

Address:

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

City of Collins
212 Main St
Collins, IA 50055
641-385-2205
council.stacyh@gmail.com

Billing Address:

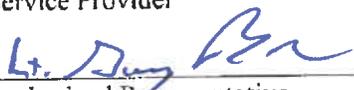
Contact Person: Same as above.
Contractor Billing Address: Same as above

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

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

Service Agreement Signatures

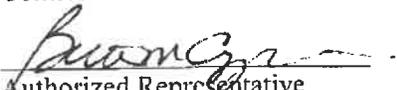
Service Provider


Authorized Representative

Lieutenant, Support Services
Title

6/29/2023
Date

Contractor

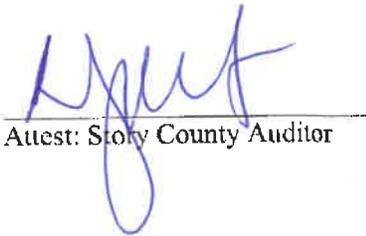

Authorized Representative

Director of Sports and Competitions
Title

6/27/2023
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 7/3/23


Board of Supervisors


Attest: Story County Auditor

(Staple attachments to back)

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
23-12**

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

Definitions:

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

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

The Iowa Games, hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

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

Additional Terms, if none then state "none":

None _____

Terms

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

Contractor Address:
Iowa Games
1421 S. Bell #104
Ames, IA 50010
888-777-8881 ext. 701

I Description of Services

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

II Additional Services

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

1. 2 Full-Time Deputies

- One deputy at start (near Cambridge cemetery)
- One deputy at turn around (close to HWY 30)

III Times and location(s)

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

Location: 580th Ave between Cambridge and Hwy 30
Time: 1245 – 1500hrs

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

State date of service: _____
Day Month Year

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

Date of service: **15th** **July** **2023**
Day Month Year

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

Start date of service: _____
Day Month Year

Chart

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

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

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

V Fees

The Contractor agrees to pay:

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

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

VI Payment

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

VII Changes or Termination during the Agreement

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

VIII Confidentiality

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

IX Liability

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

X Acts of God and Acts of Others

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

XI Hazards

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

XII Inconsistent Terms

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

XIII Representative

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

Service Provider Representative

Sgt. Liz Quinn
Lt. Gary Backous
515-382-7457

Contractor Representative

Aaron Hughes
888-777-8881 x 701 (O)

Address:

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

Iowa Games
1421 S. Bell Ave #104
Ames, IA 50010
515-292-3251
Aaron.hughes@iowagames.org

Billing Address:

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

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

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

Service Agreement Signatures

Service Provider



Authorized Representative

Sergeant
~~Lieutenant~~, Support Services
Title

6 / 28 / 2023
Date

Contractor

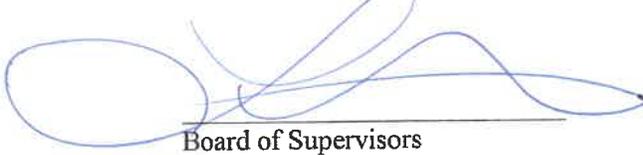


Authorized Representative

Director of Sports and Competitions
Title

06 / 27 / 2023
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 7 / 3 / 23


Board of Supervisors
Attest: Story County Auditor

(Staple attachments to back)



Mid-Iowa Planning Alliance for Community Development
420 Watson Powell Jr. Way · Suite 200
Des Moines, IA 50309 · 515-334-0075
mid-iowaplanningalliance.com

Mid Iowa Planning Alliance for Community Development (MIPA) Request for Information (RFI)

An RFI is a formal document for requesting information needed to perform (1) an assessment and understanding of services needed and (2) an equitable and simultaneous comparison of potential providers/sources.

Statement of Need:

MIPA is seeking information from interested communities, organizations, entities, or firms who would be willing to provide support services to MIPA.

Background:

MIPA is currently located within the Des Moines Area MPO (MPO) offices with the MPO providing a variety of services and resources to MIPA staff for a fee. In the near future, this contractual relationship will end. Therefore, MIPA is seeking information from interested parties that will guide the Board in deciding the future location and services needed for MIPA.

Qualifications:

Currently, the MPO provides two (2) main types of activities as identified below:

- General Office Support
 - Office space
 - Accounting, budgeting, and reporting
 - Payroll and benefits administration – Deferred comp, health, vision, and dental insurance, group life insurance, etc.
 - Communications/public relations
 - Other general administrative support – Telecommunications, file storage, IT (including computers and general office software), office insurance, legal services, audit services, printing and postage, and equipment and supplies

- Planning support from MPO planners
 - GIS/data analysis – Access to ESRI software, map making, etc. including plotter printing services
 - Assist with drafting studies/reports
 - Public involvement
 - Advice and collaboration with MIPA staff



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Information Requested:

MIPA is seeking submittals from interested parties that describe the types of services that would be available to MIPA and the fees associated with each service. For continuity, MIPA is looking for submittals that include as many of the services listed in the **Qualifications** section as possible. MIPA will consider all submittals, however MIPA reserves the right to negotiate for services that best fits the organization.

Currently some services are contractual in nature, such as office space, accounting, and payroll services. Others require additional consideration. MIPA employees are currently on MPO staffing benefits plans. This includes health, vision, and dental insurance, life insurance, disability insurance, and deferred comp. If providing these or similar benefits are included in a submittal indicate whether benefits will be offered through the submitting entity or if the entity is only providing administration of those benefits (e.g. MIPA is on the submitting agency's plans vs MIPA has its own plan benefits that is administered by an agency)

When crafting a submittal, please include the following:

- Identify what services will be made available for MIPA employees
- A description of each service and what can be provided
- An estimated cost for each service. This can be a dollar amount, percentage of cost, or any other format as desired

Selection of Services:

MIPA will review all submittals for accuracy and completeness. The MIPA Board will evaluate each submittal and decide on what, if any, services MIPA will require. The MIPA Board reserves the right to choose which services to utilize and may select any part of a submittal to negotiate.

Time for Response:

Submittals to MIPA are due **July 7, 2023 at 4:30 PM**. Submittals can be emailed to Andrew Collings at acollings@midiowaplanning.org or delivered to the MIPA office at 420 Watson Powell Jr Way, Suite 200, Des Moines, Iowa. Submittals may be in paper or electronic formats. MIPA will review responses and may ask for clarifications if there are any questions regarding submittals. The MIPA Board will review completed submittals and enter negotiations for identified services in or around August. The entire process is expected to be completed by **October** of CY 2023.



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Any community, organization, entity, or firm may submit information to the MIPA Board for consideration. Submittal of information from a community, organization, entity, or firm does not constitute a contract nor does it guarantee that the submittal will be selected. Should the MIPA Board decide to move forward with the information included in a submittal, MIPA will begin negotiations with that community, organization, entity, or firm whereby any terms or agreements will be mutually agreed upon.

Questions regarding this RFI may be send to Andrew Collings at acollings@midowaplanning.org. Questions are due by **June 23**. Responses to received questions will be posted to the MIPA website at <https://midowaplanningalliance.com/> no later than **June 27**.

Example Submittal:

On the next page is an example submittal that may be utilized for a response. However, each submittal should be unique to each community, organization, entity, or firm.

APPROVED **DENIED**
Board Member Initials: *[Signature]*
Meeting Date: 7.3.23
Follow-up action: Strike "At this point" from response under Accounting and Budgeting.



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Example Submittal of Information from XYZ Community

XYZ Community is providing the following information for the Mid Iowa Planning Alliance for Community Development (MIPA) on what services XYZ Community can provide. XYZ Community understands that MIPA may choose to contact XYZ Community regarding any or all of the identified services below.

Available Services from XYZ Community to MIPA

- **Office Space**
 - XYZ Community can make up to five (5) offices available to MIPA located at 123 Main Street. Each office shall cost \$3,000 per year in rent and will include typical office features such as broadband internet, phone services, bathroom facilities, access to a small conference room (30' x 30'), a small kitchen, and other related items.
- **Accounting and Budgeting Support**
 - XYZ Community has sufficient expertise and time available to provide bookkeeping and invoicing services for up to 40 hours each month at \$50 per hour. XYZ Community can accommodate QuickBooks and other similar accounting software.
 - XYZ Community can either support the creation of or create a budget for MIPA and provide budget tracking and update services at \$50 per hour.
- **Payroll and Benefits Administration**
 - XYZ Community can provide payroll services for a cost of \$20 per person per payroll.
 - XYZ Community can administer benefits for a cost of \$50 per hour up to 80 hours per year. XYZ cannot provide the actual benefits. It will be incumbent upon MIPA to secure their own benefit packages.
- **General Administrative Support**
 - XYZ Community can provide typical IT and computer support, including personal computing equipment estimated at \$1,500 initially per person and an additional \$500 per year per person.
 - XYZ Community can provide office insurance for \$200 per year per office, legal services at \$200 per hour, and other printing and postage services at cost.



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- **Planning Support**

- XYZ Community can provide access to a plotter for \$200 per year as well as access to ESRI ArcGIS software at cost.
- XYZ Community can provide general advice, assistance, and coordination with staff for a flat fee of \$5,000 per year.
- XYZ Community **cannot** provide any additional or other staff support or other services unless otherwise discussed above.



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REQUEST FOR INFORMATION (RFI) RESPONSE

In response to the Request for Information

By: Mid-Iowa Planning Alliance for Community Development (MIPA)

For: Provision of Services to MIPA

Date of this Response: July 3, 2023

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**This is a Response submitted by
Story County, Iowa (Story County).**



Story County, Iowa
Story County Board of Supervisors
Latifah Faisal, Chair
900 6th Street
Nevada, Iowa 50201
Phone: 515-382-7200
Email: lfaisal@storycountyiowa.gov

Point of Contact

Leanne Lawrie Harter, AICP CFM
County Outreach and Special Projects Manager
Phone: 515-382-7247
Email: lharter@storycountyiowa.gov

Story County is providing the following information for the Mid Iowa Planning Alliance for Community Development (MIPA) on what services Story County can potentially provide to MIPA. Story County understands that MIPA may choose to contact Story County regarding any or all of the identified services below.

Office Space

Initially, Story County can make up 750-1,000 square feet of office space available to MIPA at the property commonly known as the Human Services Center, located at 126 S. Kellogg Avenue in Ames. This space would be transitional in nature until such time renovations are completed at property located at 221 South 11th Street in Nevada (up to two years from date of any agreement between Story County and MIPA).

Initial costs will include rent in the amount of \$5.50/square foot/year plus utilities and the additional costs of the remodel of the new space at a cost of \$195/square foot of improvements needed for MIPA, amortized over the length of the determined lease. These yearly expenses include bathroom facilities, access to a small conference room, a small kitchen, and other related items.

Accounting and Budgeting Support

At this point, Story County will not be available to provide such services. It will be incumbent upon MIPA to secure their own services for accounting and budget support.

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Payroll and Benefits Administration

- Story County can provide benefit administration for up to four (4) employees. Story County would charge a fee for administration of such service per employee based on the nature of services selected.
- Story County is implementing a new HRIS system in 2023, and expenses related to the inclusion of MIPA would be passed on to the organization. At the time of this response, however, those expenses are not known. Cost is per employee with this system, though, making it simple to bill out to MIPA.
- Insurance premiums would be full premiums (COBRA premiums). A complete listing of Story County’s insurance benefits is attached to this response.



General Administrative Support

- Story County can provide generalize office printing and postage services at cost.
- It will be incumbent upon MIPA to secure their own services for legal services as well as any renter’s insurance for leased office space, as applicable.

Planning Support

- Story County can provide access to a plotter for costs of printing maps as shown in the table below. Access to ESRI ArcGIS software at cost will be available as well. In addition, GIS support at the rate of \$75 per hour will be made available.

		Length						
		24"	30"	36"	42"	48"	60"	72"
	30"	\$16	\$19	\$21	\$24	\$27	\$32	\$37
Width	36"	\$18	\$21	\$24	\$28	\$31	\$37	\$44
	42"	\$20	\$24	\$28	\$31	\$35	\$43	\$50

- Story County may provide general advice, assistance, and coordination with an AICP/CFM certified planner (based on availability of County staff) at the rate of \$75 per hour however not to exceed more than 10 hours any given month.

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