

The Board of Supervisors met on 7/18/23 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, 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: Murken moved, Heddens seconded adopting the agenda as presented. Motion carried unanimously (MCU) on a roll call vote.

CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(c): Heddens moved, Murken seconded to go into closed session at 10:01 a.m. Roll call vote. (MCU)

Faisal reconvened the Board in open session at 10:39 a.m.

VETERANS AFFAIRS QUARTERLY REPORT: Director Brett McLain reported on programs, outreach, and continued training. He reported on the Supermarket of Veterans Benefits to be held on 11/18/23.

AMES CHAMBER OF COMMERCE AND ECONOMIC DEVELOPMENT WORKFORCE, RETRAINING, AND OUTREACH QUARTERLY REPORT: Greg Piklapp, Director of Economic Development Outreach and Government Relations, reported on outreach, rural broadband, economic development of the eastern side of Story County, and emergency services responses. Nikki Fischer, Workforce and Retraining Director, reported on programs, workforce events, and opening of Colo-NESCO childcare.

MINUTES: 7/11/23 Minutes – Murken moved, Heddens seconded approving the 7/11/23 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 7/16/23, in a) Secondary Roads for Mark Handsaker @ \$26.70/hr. Heddens moved, Murken seconded approving Personnel Actions as listed.

CLAIMS: 7/20/23 Claims of \$1,107,988.08 (run date 7/14/23, 38 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$1,841.30), BooSt School Ready (\$44,681.55), BooSt Early Childhood (\$8,520.44), Emergency Management (\$19,397.24), E911 (\$8,996.16), County Assessor (\$2,555.15), City Assessor (\$13,443.28), Central Iowa Community Services (\$531,077.97). 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. Equitable Sharing Agreement and Certification Report for FY24 for participation in the federal Equitable Sharing Program for the use of federally forfeited funds, property, and any interest earned shared with participating law enforcement agencies
2. Lease Agreement between Story County and Mary Greeley Medical Center for 124 S. Hazel Avenue, Ames, Iowa, for \$4,975.00 a month, effective 7/1/23-6/30/24
3. Service Agreement for traffic control and drone overwatch services between Ames Police Department and Story County, effective 7/25/23, for \$65.00 an hour per Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver or civilian employee, or \$32.50 an hour per Reserve Deputy, for a minimum of two hours
4. Acknowledgement of anticipated Inmate Medical Expense of approximately \$30,000.00 to \$50,000.00 for necessary ankle surgery, a County responsibility pursuant to *Code of Iowa* §356.15A
5. 28E Agreements, effective upon signature through 6/30/25, between Animal Control and the following cities: Maxwell and Collins
6. Renewal and Support Fees between Story County and CDW Government for CrowdStrike Anti-Virus, effective 7/26/23-7/25/24, for \$14,614.50
7. Resolution #24-06, Setting A Date and Time for Public Hearing for 7/25/23 for Consideration of Resolution #24-01 amending portions of the Cornerstone to Capstone (C2C) Plan
8. Special Event Permit for 2023 RAGBRAI route in Story County
9. Methamphetamine Drug Hot Spots Grant Program, effective 7/1/23-6/30/24, for \$6,000.00
10. Request for Approval of FY25 Analysis of Social Services Evaluation Team (ASSET) Funder Priorities
11. County Logo Use Request submitted by the Ames Chamber of Commerce
12. License Fees between Story County and CDWG for Mimecast Software and Maintenance, effective 11/9/23-11/8/24, for \$23,696.00
13. Consideration of Safety Committee Logo design
14. Renewal License Fees between Story County and Solutions, Inc. for Evault Backup for iSeries, effective 11/1/23-10/31/24, for \$1,800.00
15. Road Closure Resolutions: #24-02, #24-03

Roll call vote. (MCU)

WEBSITE LINK REQUEST FROM BIRTH INJURY JUSTICE CENTER: Leanne Harter, County Outreach and Special Projects Manager, stated this item and the next can be discussed together. She detailed the process and criteria to have a link added to the County's website. Discussion took place. Heddens moved, Murken seconded to deny of the Website Link Request from the Birth Injury Justice Center. Roll call vote. (MCU)

WEBSITE LINK REQUEST FROM REHAB.COM: Discussion in previous item. Murken moved, Heddens seconded to deny the request from Rehab.com. Roll call vote. (MCU) Harter asked for clarification about future requests. Murken stated requests on Consent with written recommendation to the Board.

ENGINEER'S QUARTERLY REPORT: Engineer Darren Moon provided updates on maintenance and construction projects, federal and state funding, bridge inspections report, ash tree removal, drainage districts, and job openings. He reported on upcoming construction projects with the cities of Ames and Nevada, and the Iowa Department of Transportation. He reported on road closings during the Register's Annual Great Bike Ride Across Iowa (RAGBRAI).

PLANNING AND DEVELOPMENT QUARTERLY REPORT: Director Amelia Schoeneman reported on zoning permits by location, development cases, and completed projects from the work program.

UPCOMING AGENDA ITEMS: Faisal reported on an upcoming proclamation for Opioid Awareness Day.

PUBLIC COMMENT #2: Lynn Comito, Franklin Township, commented on the subdivision process and restrictions for residents that live in the non-Urban Fringe area.

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

Murken moved, Heddens seconded to adjourn at 11:51 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building
900 6th St., Nevada, IA
7/18/23

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

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

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

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

Please click the link below to join the webinar:

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PWD=L2HNYVRKBKZVMGZNULRITYZB5M285ZZ09](https://us02web.zoom.us/j/88636935542?pwd=L2hNYVRkbnkzVMGZnULRtyZB5M285ZZ09)

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+19292056099,,88636935542#,,,,*934031# US (New York)

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

+1 646 931 3860 US
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+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
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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. Closed Session Pursuant To Iowa Code Section 21.5(1)(C) - Ethan Anderson, Story County Assistant Attorney

- to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Department Submitting County Attorney

7. Discussion And Consideration Of Action In Navigator Heartland Greenway, LLC V Story County, Iowa Et Al – Ethan Anderson, Story County Assistant Attorney

Department Submitting County Attorney

8. AGENCY REPORTS:

I. Veterans Affairs Quarterly Report - Brett McLain

Department Submitting Auditor

Documents:

VA QTR.PDF

II. Ames Chamber Of Commerce & Economic Development Workforce, Retraining, And Outreach Quarterly Report - Nikki Fischer & Greg Piklapp

Department Submitting Auditor

Documents:

WORKFORCE.PDF
OUTREACH.PDF

9. CONSIDERATION OF MINUTES:

I. 7/11/23 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 7/16/23, in a) Secondary Roads for Mark Handsaker @ \$26.70/hr

Department Submitting HR

11. CONSIDERATION OF CLAIMS:

I. 7/20/23 Claims

Department Submitting Auditor

Documents:

CLAIMS 072023.PDF

12. 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 Equitable Sharing Agreement And Certification Report For Fiscal Year 2023/2024

Department Submitting Sheriff

Documents:

EQUITABLE SHARING.PDF

II. Consideration Of Lease Agreement Between Story County And Mary Greeley Medical Center For 124 S. Hazel Ames IA For \$4,975.00 Monthly Effective 7/1/2023 - 6/30/2024

Department Submitting Facilities Management

Documents:

MGMC LEASE.PDF

III. Consideration Of Service Agreement Between Ames Police Department And Story County Effective 7/25/2023 For \$65.00/Hour/Per Deputy

Department Submitting Sheriff

Documents:

SERVICE AGREEMENT AMES PD.PDF

IV. Acknowledgement Of Inmate Medical Expense For Approximately \$30,000-\$50,000

Department Submitting Sheriff

Documents:

INMATE MEDICAL.PDF

V. Consideration Of 28E Agreements Between Animal Control And The Following Cities: Maxwell And Collins Effective Upon Signature 6/30/24

Department Submitting Animal Control

Documents:

28E AGREEMENTS.PDF

- VI. Consideration Of Renewal And Support Fees Between Story County And CDW Government For CrowdStrike Anti-Virus Effective 7/26/23 - 7/25/24 For \$14,614.50 (Budgeted)

Department Submitting Information Technology

Documents:

CDW CROWDSTRIKE.PDF

- VII. Consideration Of Resolution #24-06, Setting A Date And Time For Public Hearing For July 25, 2023 For Consideration Of Resolution #24-01 Amending Portions Of The Cornerstone To Capstone Plan

Department Submitting Planning and Development

Documents:

RES 24 06.PDF

- VIII. Consideration Of SE23-000002 RAGBRAI Special Event Permit

Department Submitting Planning and Development

Documents:

RAGBRAI SPECIAL EVENTS PERMIT.PDF

- IX. Consideration Of Methamphetamine Drug Hot Spots Grant Program Effective 7/1/23 - 6/30/24 For \$6,000

Department Submitting Sheriff

Documents:

METH HOT SPOTS GRANT.PDF

- X. Consideration Of Request For Approval Of FY25 ASSET Funder Priorities

Department Submitting Board of Supervisors

Documents:

FY25 ASSET FUNDER PRIORITIES.PDF

- XI. Consideration Of The Logo Use Request Submitted By The Ames Chamber Of Commerce

Department Submitting Board of Supervisors

Documents:

REQUEST TO USE LOGO MEMO AMES COC.PDF

- XII. Consideration Of License Fees Between Story County And CDWG For Mimecast Software And Maintenance Effective 11/9/23 - 11/8/24 For \$23,696.00 (Budgeted)

Department Submitting Information Technology

Documents:

CDW MIMECAST.PDF

- XIII. Consideration Of Safety Committee Logo

Department Submitting Board of Supervisors

Documents:

SAFETY LOGO MEMO.PDF

- XIV. Consideration Of Renewal License Fees Between Story County And Solutions Inc For Evault Backup Services Effective 11/01/23 - 10/31/24 For \$1,800.00

Department Submitting Information Technology

Documents:

SOLUTIONS EVAULT.PDF

- XV. Consideration Of Road Closure Resolution(S): #24-02, #24-03

Department Submitting Engineer

Documents:

RC 24 02.PDF

RC 24 03.PDF

13. PUBLIC HEARING ITEMS:

14. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Website Link Request For Birth Injury Justice Center -
Leanne Harter
Additional Items

Department Submitting Board of Supervisors

Documents:

BIRTH INJURY WEBSITE LINK REQUEST.PDF

II. Discussion And Consideration Of Website Link Request For Rehab.com - Leanne Harter

Department Submitting Board of Supervisors

Documents:

REHAB WEBSITE LINK REQUEST.PDF

15. DEPARTMENTAL REPORTS:

I. Engineer Quarterly Report - Darren Moon

Department Submitting Auditor

Documents:

ENG QTR.PDF

II. Planning & Development Quarterly Report - Amelia Schoeneman

Department Submitting Auditor

Documents:

PD QTR.PDF

16. OTHER REPORTS:

17. UPCOMING AGENDA ITEMS:

18. 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.

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

20. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

7/18/23

NAME

Stu Anderson
Amelia Scheremou
Phil Fasevoli
Greg Pileasa
Lynn Comito
Nikki Fischer
Brett McIn
Selby

AGENCY

SCAO
PID
Ames Chamber
Ames Chamber
SCVA
Bo 5



Story County Commission of Veterans Affairs
Brett D. McLain, Director
Story County Human Services Center
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010

Ph. 515-956-2626 Fax 515-956-2627
www.storycountylowa.gov
veteransaffairs@storycountylowa.gov

Tuesday July 11, 2023

Story County Veterans Affairs Quarterly Review

****** Period covered: April 1, 2023 – June 30, 2023**

During the fourth quarter FY 22/23, we interviewed 160 Veterans and or Surviving Spouses for eligibility for Federal, State and County V. A. benefits.

Three Veterans came in for rent assistance \$ 1,681.00

One Veteran for utilities \$ 263.77

Total \$1,944.77

The breakdown of 160 interviews were:

131 men and 29 women.

6 served during WWII.

8 served during the Korean War.

67 served during the Vietnam War.

32 served during the Persian Gulf War.

10 served during the Cold War.

14 served in Iraq or Afghanistan (OIF, OEF, or OND)

1 Nation Guard, Reserves

22 Surviving Spouses of Veterans.

Outreach

May 17, 2023 Colo

May 24, 2023 Cambridge

Education

Spring VA School was on April 11 12 13..... **Des Moines**

National school June 4 5 6 7 8 9**Madison Wisconsin**

Story County Freedom Flight with Brushy Creek Honor Flight to DC with 9 of our Story County Veterans was on May 10, 2023.

We left Ames at 4:00 am on May 10th and returned on May 11th at 1:35 am.

Next flight is on Wednesday September 13, 2023, we have 13 Story County Veterans on the manifest.

Registration is open for anyone who has not gone who served anytime between WWII and Vietnam for our May 2024 flight. May will be flight number 25 and possible the last flight before we disband.

For a trip of a life time stop in at VA and get registered.

FY 22/23 budget as of June 30, 2023, 98.89 % was used.

Sincerely,

**Brett McLain, Director
Story County Veterans Affairs**

Story County Report Q2, 2023

Retraining Program



21 Students Completed Program in Q2

- CNA
- IT Help Desk
- Advanced CNA
- CDL

Student Zip Codes

- Ames, Colo, Gilbert, Maxwell, Nevada, Roland, Zearing

Student Statistics

- 34 year old average
- 6 students have jobs and 7 were present at meet and greet on June 29th

Workforce

Q2 Workforce Events

Boone Iowa National Guard Open House

Teaching for the Workforce

Colo-NESCO Child Care Program with YSS

- Iowa Women's Foundation has a \$10,000 grant opportunity. Working on the interest letter that is due July 28th



National Guard Open House



Teaching for the Workforce

Future Workforce Events

Women in Leadership - July 13th

Minority Business Event - July 12th & August 4th

Boone National Guard Career Fair

Ames MSA Future Ready Night - October 18th



Ames
CHAMBER OF COMMERCE
& ECONOMIC DEVELOPMENT

Nikki Fischer, Director of Workforce Development & Diversity
Ames Chamber of Commerce & Economic
Development Commission

WORK in AMES.com

WorkInAmes.com

- 1,600+ average open positions
- 2,357 registered job seekers
- 795 registered employers
- 9,412 total users in Q1 & Q2
- Advertising on 1430 KASI

Work In Ames Facebook

- 47 posts in Q1& Q2
- 30,365 people reached
- 1,820 followers (+52 in 2023)

Work In Ames Twitter

- 24 tweets in Q1 & Q2
- 1,812 impressions
- 531 followers

Relocation & Workforce Monthly Newsletter

- Emails sent to 3,288 contacts
- 28.2% open rate

Future Ready Quarterly Newsletter

- 1,593 contacts (businesses & school districts)
- 34% open rate

Boone & Story County Unemployment Rate

- Boone County (May) - 2.4%
- Story County (May) - 1.8%

Google Adwords

- Ongoing advertising campaign to drive more unique visitors to the Work In Ames website
- Ads populate on Google search results pages based on what the individual searched and key demographics like their location
- 23,963 impressions in Q1 & Q2
- 1,982 clicks to the website

See Yourself in Ames Intern Program

May 24th - CyTown with Rick Sanders

- 105 attendees

June 15th - Young Professionals Panel & FUEL Fest

- 112 attendees

July 6th - Boone and Story County Tour & Dinner

- 100 attendees

July 27th - Networking & Personal Branding with Adam Carroll



CyTown with Rick Sanders



Young Professionals Panel & FUEL Fest at Reiman Gardens



Boone & Story County Tour

Story County Report

Q2, 2023

Economic Outreach

Gilbert

- Working on new light commercial development project, scheduled to be in front of Mayor/Council in August.
- Worked to find location for house donation on current open lots identified. All owners were either uninterested or have substantial liens against them.
- Sports Complex local nonprofit is still slowly proceeding, recent state property tax changes have required some more discussions before launching. We are working with UPRR on any concerns with adjacent properties.

Roland

- Comprehensive Plan revisions are almost complete. Looking at August due to allow local input on revisions.
- City move to old Availa Bank location is still proceeding after remodel. Once all operations have been moved, the demolition and clean up of current community center and city hall will commence.
- Have been requested by City to initiate discussions on potential downtown project with another property owner that will involve two downtown locations.
- Roland Area Development Corp (RADC) has been reformed with new membership. We are attending meetings and working on implementing our 2021 project list delayed due to COVID. Immediate project list includes new signage for industrial park and partnering with the City on downtown revitalization.
- Looking to target an Empower Rural Grant for trail extension to Erickson Park and community paths and Praeri Rail Trail.

McCallsburg

- Working on placement of new housing on two available lots currently owned by the City with Homes for Iowa program. In talks with central Iowa developer for interest on remaining four.
- Downtown beatification proceeding. We have information from Alliant Energy on pole upgrades while exploring grant options.
- City staffing has been resolved with cooperative agreement between Colo and McCallsburg. Amy and her deputy will be splitting duties covering both communities in agreement between the respective city councils.
- TIF recertification on hold until current amount is redistributed per Iowa code.

Cambridge

- Targeting BOOST Rural Empower grant
- Community Visioning target of early August
- Will be taking inventory of vacant, underutilized properties for publicity and LOIS



Greg Pklapp, Director of Economic Development
Outreach & Government Relations

Ames Chamber of Commerce & Economic
Development Commission

Zearing

- Looking at USDA funding with MIPA for downtown demolition and clean up.
- Researched tree proposal for downtown beautification, however, ADA concerns and costs have it under review.
- Talking with local developer with interest on infill new residential on two potential open lots
- Landowner on southside has over 27 acres of land with interest in new residential development. We are researching with city staff on infrastructure costs potential.
- Working on setting a tour date in August for new commercial development in Zearing for BOS and county staff.
- 6 open residential lots for development

Colo

- Fundraising continues for child care project. We are working with Amy K. at the City of Colo to approach local businesses to continue our efforts even with slated opening in Fall/2023.
- Identified available TIF for proposed new housing development on city owned property along Hwy 30. We will be working for publicity and developer interest in August/September.

Collins

- Downtown development interest, a property owner is losing a tenant and is exploring options for utilizing grants and resources to update vacant building. Prime corner lot near community center makes it a priority.
- Downtown Streetlight Project/Alliant Energy Beautification proceeding, targeting funding in 2024 due to budget concerns.
- HOIT - Destination Iowa Grant Project, local working group with help from MIPA is going to target a food truck plaza along the Trail and before the tunnel to the current ballfields. Working to concept a multiyear campaign to improve the park complex and proposed plaza for short term rentals, camping etc.
- Proposed Solar Project with changes to former lagoon project due to follow up engineering reports. The City has asked us to find viable options to utilize property and work with County coordination.

Maxwell

- New housing rehab program is up and running; 9 applications and funded 3 before funds were exhausted. Program will be maintained yearly and the City is eager to apply for future funds.
- Abatement program has ended at end of June. The City wants to use the opportunity to revamp all economic development tools including TIF/URA due to interest of housing development on newly acquired property on northside of community.

Concurrent Projects

EV Charging stations - working on coordinated campaign with CIRTPA/DSMPO to include rural stations in our communities. Interested communities include Roland, Colo, Collins and Maxwell. We are also working with City of Ames to cover more territory and stretch dollars in our region.

Rural Broadband Grants:

Governor has allocated \$148 million to Broadband Intervention Zones which Story was awarded two. The intent is to apply for funding for both areas later this month.

City of Nevada/UPRR:

We have organized a working group discussing train blockages and disruptions in the community. This includes our outreach role to both economic development on the eastern side of Story County and emergency services responses.



Secondary Road Department
Darren R. Moon, P.E. County Engineer

Road Department
Quarterly Board Report
7-18-2023

Maintenance Work Update:

Most of our time this summer has been spent on repairing culvert issues. We have had a high number of holes show up on our roadways due to the failed culverts. The last one was on North Dakota where three metal culverts were rusted through. The road was closed last week and the culverts were replaced and a concrete patch was poured. Our summer help will now focus on mowing since we are now past the July 15th mowing date. Our second application of dust control for the year will go down next week.

Construction Project Updates:

	<u>Cost</u>	<u>Status</u>
11 projects planned in 2023:		
E57 Kelley Asphalt Overlay	\$ 849,000 - FM	Done
GW Carver Asphalt Overlay	\$ 673,000 - FM	Sept.
510 th south Asphalt Overlay	\$ 214,044	Started
S14 Bridge	\$ 575,513 - SWAP	Let
Palestine 15 Bridge	\$	Delayed due to high cost
Indian Creek 9 Box	\$ 95,197	Let
Collins 23 Box	\$ 90,773	Done
Lincoln 36 Box	\$ 119,690	Done
Union 32 Box	\$ 159,254	Let
Milford 8 Box	\$ 74,708 - FM	Let
Sherman 24 Box	\$ 154,404 - FM	Let

Construction Project Design:

- 220th St. (13th St.) paving: R.I.S.E. – We are proceeding with the condemnation process for the r.o.w. so we should be able to let the project next spring and have 2024 construction.
- We worked with the City of Maxwell to apply for funding through the City Bridge Program with the DOT in order to replace the two shared bridges on 325th St. We have been awarded \$800,000 for this project. Construction should take place in 2024 or 2025.

E29 Driveway Culvert:

We discovered a large 60” metal driveway culvert pipe that was failing on E29 near Dayton Ave. The pipe is over 200’ long and will be difficult to replace for many reasons. We plan to perform the work in house this fall but this is going to be an unbudgeted expense.

FY23 Budget:

We closed out the FY23 well under our budgeted amount but that was mostly due to a number of items that will need to carry over to FY24. Some of these include equipment deliveries (tandem truck and sign truck), slurry sealing contract, and all of our contract construction work will take place after July 1st this year. These items will need to be

amended into our FY24 budget. The good news is that our road use tax for FY23 came in around \$400,000 higher than what was budgeted.

Bridge Inspections:

WHKS completed our bridge inspections in March. We received the bridge report and we will start working on some of the recommended bridge repairs. We will also be working with WHKS to re-rate many of our bridges for the new All-Systems permit. New federal bridge inspection requirements are also going to result in more work and our next bridge inspection in two years is going to be much more costly due to these new requirements (more input data and rating for fire trucks).

Federal Transportation Bill: -Infrastructure Investment and Jobs Act – IIJA

-ICEA Grants Committee update:

- SS4A: (Safety) Story County was approved for a new Safety Action Plan.
- BIP: (Bridge) ICEA resubmitted last year's application (8 bridges \$47 mil).
Iowa did not receive this grant this year.
- RAISE: (Bridge) Iowa application included 9 bridges.
Iowa was awarded \$24,760,000 for nine bridges, none in Story County.
- RURAL: (Pavement) Iowa application submitted but our Lincoln Highway Colo project did not make the cut for the application.

2022 Iowa Legislation:

SF 2376: All Systems Permit and Heavier Loads

- Allows 12% increase over current allowable weights, need to rerate bridges again.
- By 2025, county must participate in All Systems Permit, hard to implement
- We currently have put our paved system on the permit but we will have to rerate all of our bridges on gravel roads before we can include the gravel roads on the permit
- New law passed this session now requires us to include all FM paved roads in the permit by 2025.

City of Ames Construction:

Lincoln Highway is back open to traffic but 580th Ave. south of L-way is currently closed. This should reduce the additional traffic that was using 220th St. gravel.

City of Nevada Construction:

Nevada completed the South S Ave. sewer line crossing and the rest of the project is nearing completion.

Nevada started a project on S14 under the railroad that closed S14. The project had some unplanned issues and is taking longer than planned. I do not have a timeline for reopening.

DOT Construction:

- The DOT started the Hwy 30 pavement reconstruction project in early April east of S27 on the eastbound lanes for 4 miles over to Colo. This project will last a few more months. We are seeing an increase in traffic on our gravel roads south of Hwy 30.
- Work started on the S14 Bridge over Hwy 30 and the 580th Ave. interchange project. At some point this fall the S14 connection will need to be made which will cause some detours on to Maple Ave.
- Work has started on the 580th Ave. interchange. Grading will be completed this year with some paving and bridge work starting next year.

RAGBRAI:

The route has been released and they will use R38 south of Hwy 30 coming into Ames from Luther on July 25th and again going out of Ames down to Slater on July 26th. Traffic on R38 will be impacted on both days so we will be working with the Sheriff's Office on traffic control plans. Melissa has put out a news release on our website that explains some of the road closures. Our road crews will be helping out with traffic control on both days.

Ash Trees:

We are starting to see many areas where ash trees are dying near the road right-of-way. Many of these trees will need to be removed if they have the potential to fall on the roadway and some will require hiring a tree removal contractor. One area with many dying ash trees is on W. 190th on the old Oaks Golf Course. We will have to work with the landowner to split the cost of the tree removal as about half of the trees originate on private property.

Drainage Districts:

Bolton and Menk is working on repair options for an open ditch slope blowout in DD#11. They are also planning on completing an engineer's study on the rest of the district so that we can hold another public meeting to discuss the future of the district.

Job Openings:

We currently have three open positions due to some vacancies. It appears that we will be able to find applicants with CDL's this time but it is getting harder to find them with the new training requirements.

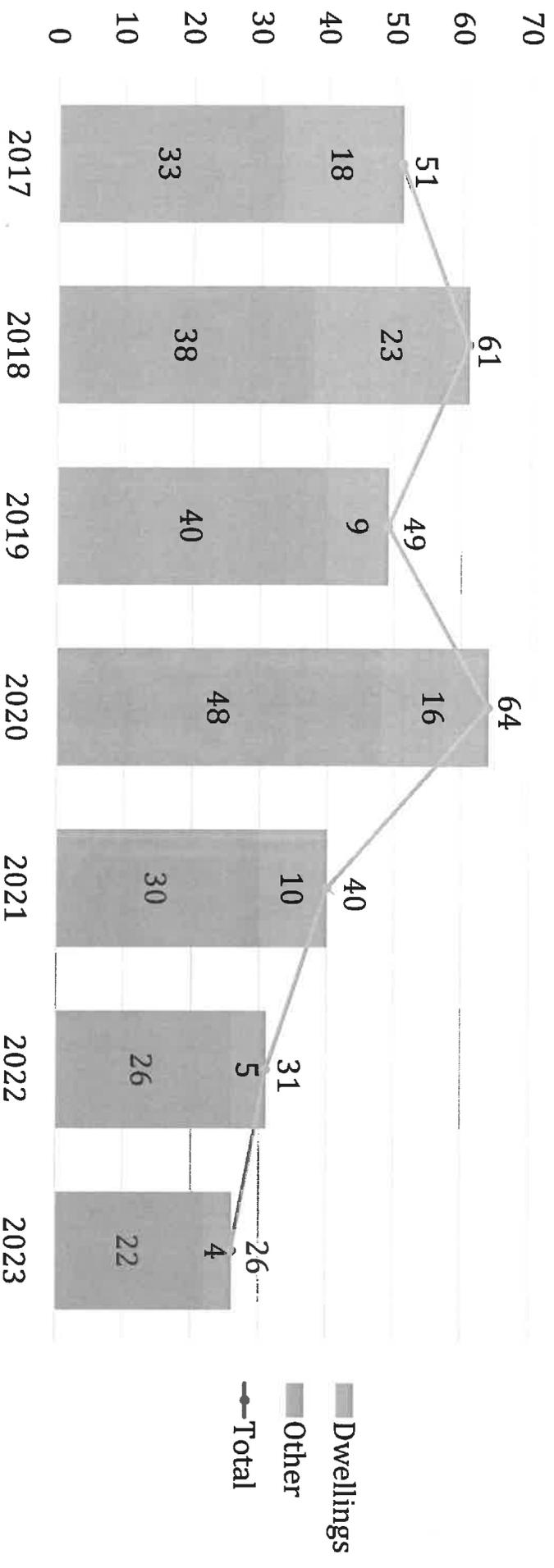


Board of Supervisors

**Planning and Development Department
Quarterly Report—Second Quarter 2023**

Tuesday July 18, 2023

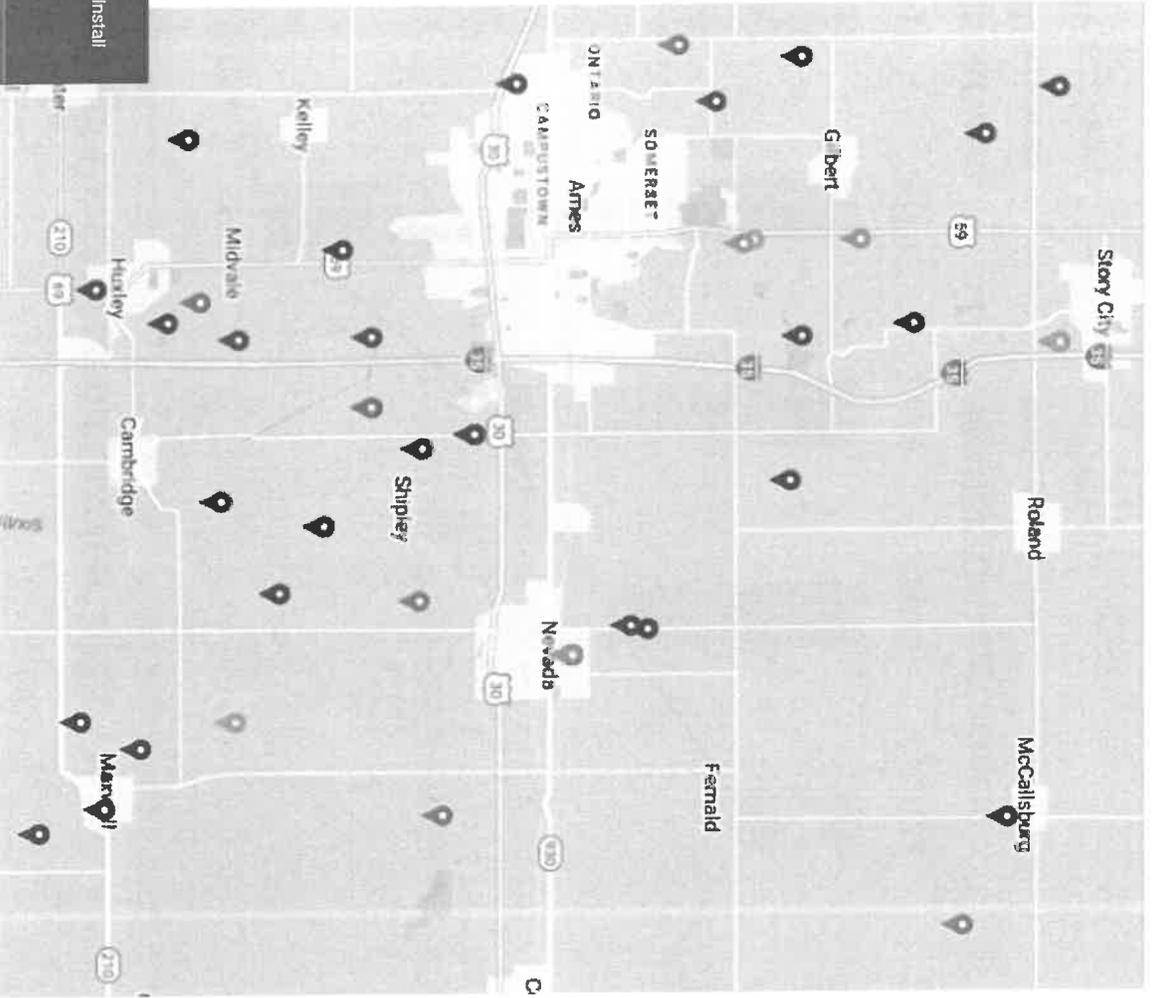
Second Quarter Preliminary Zoning Permits Compared by Year



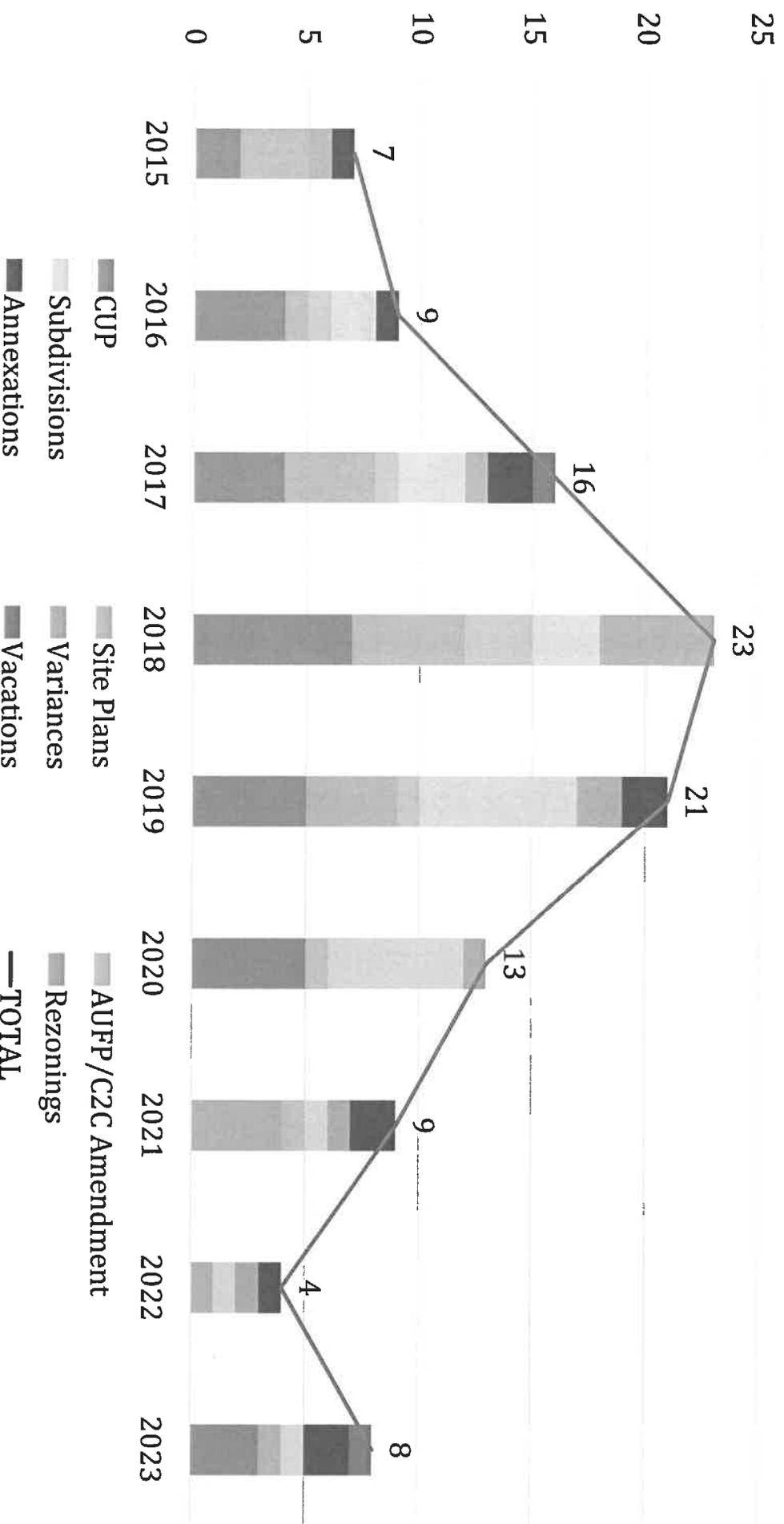
- Other includes accessory structures (13), fences (3), and solar arrays (6)
- Average dwelling value for second quarter 2023 is \$434,693.75.
 - Was \$280,190.66 in 2022, \$306,476.00 in 2021, \$266,068 in 2020, \$300,792.88 in 2019, \$225,127.7 in 2018 and in 2017 was \$236,718.00)

Map of Second Quarter 2023 Permits

- Floodplain Development Non-Structural Permit
- Property Research
- Conceptual Review
- Floodplain Development Structural Permit
- Residential
- 911 Permit
- New Septic Install
- All Others



Completed Development Cases--Second Quarter 2023



Other Activities

- Natural resource protections ordinance and mapping
- Ames Triathlon Special Event Permit
- Annexations: Roland & Nevada
- Debris Site Purchase
- Story County's Hazardous Liquid Pipeline Ordinance Amendment
- Appeal Of Director's Decision to allow accessory structures to remain at nonconforming setback if drive is platted as road in proposed residential subdivision off Dayton and 190th



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: IA0850000
Agency Name: Story County Sheriff Office
Mailing Address: 1315 South B Ave
Nevada, IA 50201

Type: Sheriff's Office

Agency Finance Contact
Name: Toresdahl, Constance
Phone: 5153827458

Email: ctoresdahl@storycountyiowa.gov

Jurisdiction Finance Contact
Name: Markley, Lisa
Phone: 5153827212

Email: lmarkley@storycountyiowa.gov

ESAC Preparer
Name: Toresdahl, Constance
Phone: 5153827458

Email: ctoresdahl@storycountyiowa.gov

FY End Date: 06/30/2023

Agency FY 2024 Budget: \$11,416,143.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$36,748.57	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$36,748.57	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$36,748.57	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$0.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Janet Mortvedt**Company:** State of Iowa - Auditor of State Office**Phone:** 515-725-7636**Email:** janet.mortvedt@aos.iowa.gov

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 984207

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Fitzgerald, Paul H.

Title: Sheriff

Email: pfitzgerald@storycountyiowa.gov

Signature: Submitted Electronically

Date: 07/18/2023

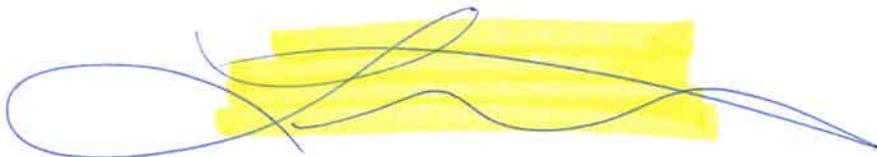
To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Faisal, Latifah

Title: Chair, Board of Supervisors

Email: lfaisal@storycountyiowa.gov



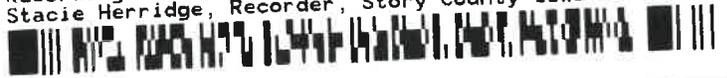
Signature: Submitted Electronically

Date: 07/18/2023

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Instrument #: 2023-04847
07/18/2023 01:40:37 PM Total Pages: 9
00 OTHER
Recording Fee: \$ 0.00
Stacie Herridge, Recorder, Story County Iowa



Return to:
Shelly B/Auditor's Office

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

Preparer Information: (name, address and phone number)

Ethan P. Anderson, 1315 South B. Ave., Nevada, IA 50201, Phone: (515) 232-4185

Return Document To: (name and complete address)

1315 South B. Ave
Nevada, Iowa 50201

Grantors:

Mary Greeley Medical Center

Grantees:

Story County, Iowa

Legal Description: See Page 2

Pages: Nine (9) including this page

Official Board Action date: 7/18/23

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 Mary Greeley Medical Center, ("Tenant"), whose address for the purpose of this lease is 1111 Duff Avenue, Ames, Iowa, 50010.

The parties agree as follows.

1. PREMISES AND TERM.

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

(a) The building located at 124 S. Hazel Avenue, Ames, Iowa 50010.

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 (1) year terms either by signing a new lease or by signing an addendum (subject to the conditions in section two (2)). This lease shall not automatically renew.

2. RENT.

Tenant agrees to pay Landlord as rent \$4,975.00 per month on or before the 1st day of July, 2023 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. Rent beyond the initial term of this lease will be negotiated at the current fair market rate. 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 for the property is required by the 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 property is for Mary Greeley Medical Center's subacute and transitional living services. Mary Greeley Medical Center shall use the premises only for this business 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. 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.(CHECKING W/ FACILITIES ON THIS. MAY JUST CONTINUE QUARTERLY INSPECTIONS)** 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.

Tenant responsibilities:

- (b) Tenant accepts the premises as is, except as herein provided.
- (c) 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.**

- (d) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
- (e) 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.
- (f) Tenant shall maintain all outside public areas, lawns, sidewalks, driveways, and parking areas including snow removal.

The following 24 hour emergency number shall be used and kept available for Mary Greeley Medical Center personnel at the building:

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 (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>

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 four properties or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises. Should Tenant be approached

by solicitors, Tenant is to immediately notify Landlord and inform 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 be in the Tenant's name. 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.

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 \$3,000,000.00 annual aggregate. 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 intentionally 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 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 four 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 bankruptcy; 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.

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:

Mary Greeley Medical Center, 1111 Duff Avenue, Ames, Iowa 50010

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. 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.

The basement of 124 S. Hazel, Ames, Iowa 50010 will be retained and used by landlord Story County, Iowa. Access at all times to the basement area will be granted to Story County, Iowa. Access to the building will be granted to landlord at all times without prior approval by tenant. Landlord will notify tenant when it plans to access the building when prior notice is practical.



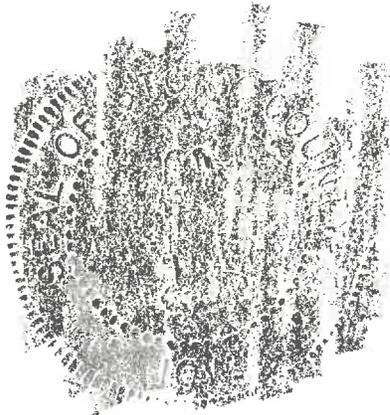
LANDLORD, Story County Iowa
Authorized signature
Latifah Faisal, Chair, Story County Board of Supervisors

7-18-23
Date



TENANT, Mary Greeley Medical Center
Brian Dieter, President

7/7/2023
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 be reproduced and displayed by Tenant in a prominent location during the lease term.

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
23-14**

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 Ames Police Department, 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:
Ames Police Department
515 Clark Ave
Ames, IA 50010
515-239-5312

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.)

- a. **2 Full-Time Deputies- Traffic Control**
 - i. One deputy at Mortensen/Dakota
 - ii. One deputy at S. 4th University Ave. (near Cambridge Cemetery)
- b. **3 UAS Pilots- Over Watch**
 - i. Main St/ Downtown- positioned as needed for concert over watch

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: **Mortensen/Dakota and S. 4th/University- Traffic
Main St- UAS**

Time: **0930-1800hrs- Traffic
1800-2300hrs- UAS**

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:

	25th	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 **Jason Tuttle** 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

Commander Jason Tuttle
515-239-5312

Address:

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

Ames Police Department
515 Clark Ave
Ames, IA 50010
515-239-5312
jason.tuttle@cityofames.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

Li. Day
Authorized Representative

Lieutenant, Support Services
Title

7 / 10 / 2023
Date

Contractor

Jo Tuttle
Authorized Representative

Commander- Patrol Division
Title

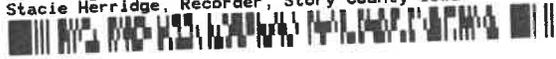
7 / 10 / 23
Date

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 / 18 / 2023

[Signature]
Board of Supervisors

[Signature]
Attest: Story County Auditor

(Staple attachments to back)



Return to:
Shelly B/Auditor's Office

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

ANIMAL RESCUE SERVICE CONTRACT

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

1. Purpose:

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

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

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

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

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

Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: Brett - 515-681-3999

3. Consideration: (Quarterly billing)

Darren - 515-975-9909
Katie - 515-210-3370

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

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

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

4. Rescue and removal charges:

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

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

5. Recording requirements:

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

6. Termination:

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

7. Effective date:

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

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2023, and terminating on June 30, 2024. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

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

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

Story County, Iowa

By: [Signature] 7.18.23
Chairperson Date

City of Collins

By: [Signature] 6-8-23
Mayor Date

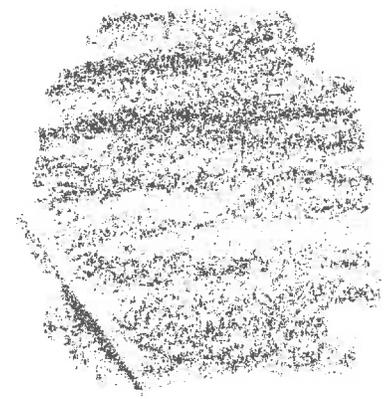
ATTEST

[Signature] 7.18.23
Auditor Date

[Signature] 6-8-23
Clerk Date

Story County Animal Control

By: [Signature] 7/16/23
Animal Control Director Date



Return to:
Shelly B/Auditor's Office

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

ANIMAL RESCUE SERVICE CONTRACT

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

1. Purpose:

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

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

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

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

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

OH Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515-215-0153.

3. Consideration: (Quarterly billing)

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

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

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

4. Rescue and removal charges:

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

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

5. Recording requirements:

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

6. Termination:

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

7. Effective date:

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

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2023, and terminating on June 30, 2024. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

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

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

Story County, Iowa

By: [Signature] 7.18.23
Chairperson Date

City of Maxwell

By: [Signature] 6/29/23
Mayor Date

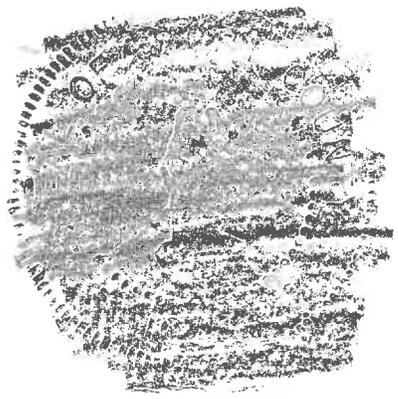
ATTEST

[Signature] 7.18.23
Auditor Date

[Signature]
Clerk Date

Story County Animal Control

By: [Signature] 7/19/23
Animal Control Director Date



REMIT PAYMENT TO: _____

INVOICE

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

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



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



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
KL82614	06/29/23	8484660
SUBTOTAL	SHIPPING	SALES TAX
\$14,614.50	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
07/29/23		\$14,614.50

115 1 SP 0.600 E0115X I0157 D11364062115 S2 P9762391 0001:0001



STORY COUNTY INFORMATION TECHNOLOGY
ACCOUNTS PAYABLE
ADMINISTRATION BLDG
900 6TH ST
NEVADA IA 50201-2004

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

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
06/29/23	KL82614	Net 30 Days			07/29/23	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
06/28/23	ELECTRONIC DISTRIBUTION	NDFG102			8484660	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
5741422	CROWDSTRIKE FALCON ENDPT PRO ENT Manufacturer Part Number: CS.EPPENT.SOLN.T3.12M Electronic distribution - NO MEDIA	300	300	0	26.30	7,890.00
5038238	CROWDSTRIKE FLCN PREV NGTAV B3 Manufacturer Part Number: CS.PREVENT.SOLN.T3.12M Electronic distribution - NO MEDIA	300	300	0	0.00	0.00
4915958	CROWDSTRIKE EXPRESS SUPPORT 1Y Manufacturer Part Number: RR.HOS.ENT.EXPS.12M Electronic distribution - NO MEDIA	1	1	0	1,378.50	1,378.50
5343526	CROWDSTRIKE THREAT GRAPH STD Manufacturer Part Number: CS.TG.STD.12M Electronic distribution - NO MEDIA	300	300	0	6.67	2,001.00
5038229	CROWDSTRIKE FLCN INSIGHT EDR B3 Manufacturer Part Number: CS.INSIGHT.SOLN.T3.12M Electronic distribution - NO MEDIA	300	300	0	0.00	0.00
4918005	CROWDSTRIKE OVERWATCH SVC 300-499 Manufacturer Part Number: CS.OW.SVC.T3.12M Electronic distribution - NO MEDIA	300	300	0	11.15	3,345.00
5744579	CROWDSTRIKE UNIV LMS SUB Manufacturer Part Number: RR.PSO.ENT.PASS.12M Electronic distribution - NO MEDIA	2	2	0	0.00	0.00
ACCOUNT MANAGER		SHIPPING ADDRESS:			SUBTOTAL	\$14,614.50
NEAL ZOLT 312-705-4594 nealzol@cdwg.com		STORY COUNTY INFORMATION TECHNOLOGY BARBARA STEINBACK 900 6TH ST ADMINISTRATION BLDG NEVADA IA 50201-2004			SHIPPING	\$0.00
SALES ORDER NUMBER					SALES TAX	\$0.00
NLGS968					AMOUNT DUE	\$14,614.50

APPROVED **DENIED**
Board Member Initials: _____
Meeting Date: 7-18-23
Follow-up action: _____



Cage Code Number 1KH72
DUNS Number 02-615-7235
Unique Entity ID (SAM): PHZDZ8SJ5CM1
ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdw.com

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

Please return to:
Planning & Development

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 24-06

SETTING DATE AND TIME FOR PUBLIC HEARING FOR July 25, 2023, FOR AMENDING THE
CONERSTONE TO CAPSTONE PLAN BASED ON THE ANNUAL REVIEW, AMENDING THE
FUTURE LAND USE MAP, REMOVAL OF ALL MENTIONS OF AMES URBAN FRINGE PLAN,
AND CLARIFICATION OF PORTIONS OF TEXT.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 21, 2013, and amended on January 10, 2017; and

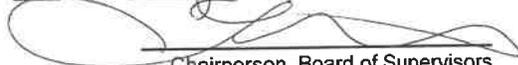
WHEREAS, Section 92.08 (7) of the Amending the Cornerstone to Capstone (C2C) Comprehensive Plan Procedure of the Story County Code of Ordinances requires that a proposed amendment must be considered and receive a favorable vote by a majority of the supervisors at a regular meeting of the Board;

AND WHEREAS, Section 92.08(7) of the Amending the Cornerstone to Capstone (C2C) Comprehensive Plan Procedure of the Story County Code of Ordinances requires that the proposed C2C Plan Amendment is presented to the Board of Supervisors at a public meeting. Copies of the full text of the resolution shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained.

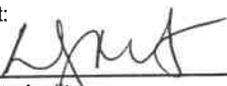
NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Resolution 24-01 on the 25th day of July, 2023, at the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the resolution with the Office of the County Auditor.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 18th day of July, 2023.


Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL FOR ALLOWANCE
Latifah Faisal Yea Nay ___ Absent ___
Lisa Heddens Yea Nay ___ Absent ___
Linda Murken Yea Nay ___ Absent ___

ALLOWED BY VOTE OF BOARD
Yea 3 Nay 0 Absent 0


CHAIRPERSON
Above tabulation made by 

On Wednesday, July 26th it is expected that riders will depart Ames at 6:00 AM or earlier traveling on 510th Ave riding south to Slater. North bound traffic lanes will be open to local traffic only with traffic detoured at 280th Street through Kelley to U.S. Highway 69. Due to the large number of cyclists, the south bound lanes will be impassable and crossing 510th Ave will be extremely difficult and hazardous to cyclists. Additionally, both the west bound and east bound off ramps from U.S. Highway 30 to South Dakota will be closed until Noon.

In Slater, the Iowa Department of Transportation will close U.S. Highway 210 just west of 510th Ave. RAGBRAI will be departing the Slater area by Noon on Wednesday and 510th and U.S. Highway 210 will be passable after that time.

For West Ames residents, South Dakota Ave will be closed at Mortensen Ave when cyclists arrive and depart. If you use this pathway to reach U.S. Highway 30 you will need to find an alternate route. Possible routes may be Lincoln Way to Duff Ave or west bound to the Napier exit to go east bound to Interstate 35. U.S. Highway 17 in Boone County is also path for RAGBRAI riders so this route is also not recommended to travel to Des Moines.

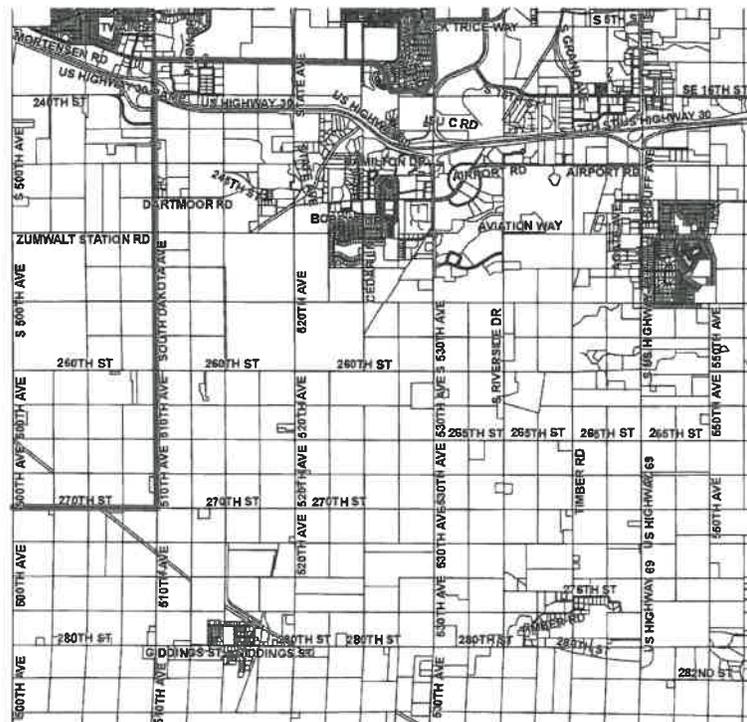
Staff will notify residents along the route in unincorporated Story County of these restrictions.

Recommendation

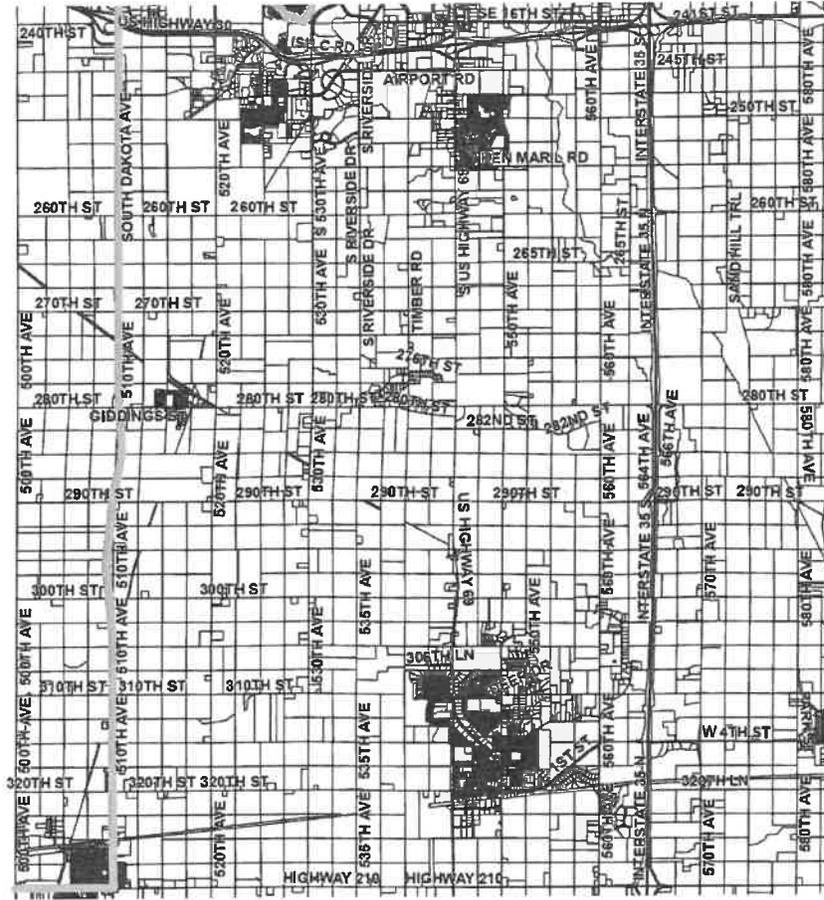
All requirements of Chapter 83 Special Events have been met. Staff recommends that the Board of Supervisors approves the RAGBRAI Special Event permit with the following conditions:

- No more than nine food vendors are permitted in the unincorporated area
- Any food vendors contact the local food inspectors for their requirements.
- No activities (besides the route) are permitted in County roads or road right-of-way. This includes temporary structures and signs.

Route into Ames on July 25



Route Leaving Ames on July 26



METHAMPHETAMINE DRUG HOT SPOTS GRANT PROGRAM

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

Meth HotSpots CFDA #16.710

Grantee: Story County 1315 S. B Ave Nevada, Iowa 50201	Grant # 21-CAMP-24 Grant Period: July 1, 2023 - June 30, 2024 Federal: \$6000 Match: \$0 Total: \$6000
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ODCP Contact: Dennis Wiggins 515-805-4141	
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Legal Applicant: Latifah Faisal	Program Director: Nicholas Hochberger
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This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.

SPECIAL CONDITIONS

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

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

SIGNATURES/DATES



Legal Applicant/Date

DocuSigned by:

 7/13/2023

BUDESF26193B451...

Program Director/Date

ODCP Administrator/Date

IOWA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF DRUG CONTROL POLICY (ODCP)

STANDARD GRANT CONDITIONS

Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the Office of Drug Control Policy involving federal or state funding.

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1. General.

These standard grant conditions, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the ODCP involving Federal or State funding.

The Grantee shall provide the necessary facilities, materials, services, and qualified personnel to perform and/or provide all the services set forth in the approved application and the letter of notification for the grant amount. The grant budget will be a basis for the Grantee's expenditure of the grant amount. Acceptance of the terms and conditions of the grant is indicated by the applicants' signatures on the grant contract, attached certification, and by requesting and expending grant funds.

The Grantee shall abide by all applicable Federal, State, and local laws, rules and regulations. The Grantee shall comply with all applicable U.S. Department of Justice Grant Award Special Conditions which govern subrecipients/subgrantees. The Certified Assurances and forms signed and or submitted via www.iowagrants.gov by the Grantee in making application for grant funds are incorporated herein.

2. Definitions.

- a. "Deliverable" means any good, product, service, work, work product, item, material or property created, developed, produced, delivered, performed or provided by or on behalf of Grantee in connection with this contract.
- b. "JAG" means the *Federal Byrne–Justice Assistance Grant* program, for which the ODCP is the State Administering Agency in Iowa.
- c. "Grantee" or "Legal Applicant" or "Recipient" means the governmental agency contracting with the Office of Drug Control Policy
- d. "ODCP" means Office of Drug Control Policy.
- e. "Program/Project Director" means the person who has been delegated authority to administer the project described in the application.
- f. "Special Conditions" means those conditions applying uniquely to this grant contract as identified on the grant contract page.
- g. "Standard Grant Conditions" means those conditions applying to all ODCP grant contracts.
- h. "State" means the State of Iowa.

3. Accountability for All Grantees.

The Grantee shall promote effectiveness, efficiency, and accountability. The Grantee must serve the public in an ethical and transparent manner, including operating professionally, truthfully, fairly, and with integrity and accountability to uphold public trust.

The ODCP reserves the right to verify the contents of the Grantee's application and any assertions, reporting, attestations, and submissions to the ODCP or any other governmental agency throughout the term of the grant. If the ODCP determines the Grantee has provided false, misleading, or inaccurate information to the ODCP or another governmental agency, grant funds may be withheld, suspended or terminated.

4. Additional Guidance for Nonprofit Organizations.

A nonprofit organization awarded a subcontract pursuant to section 9 must be aware of and comply with applicable law and regulations. The Iowa Nonprofit Principles and Practices for Charitable Nonprofit Excellence Revised 2016 shall be used as a means of educating nonprofit organizations about the laws and regulations with which they must

comply and to provide guidance about good operational practices and ethical conduct. This publication may be accessed at <https://inrc.law.uiowa.edu/sites/inrc.law.uiowa.edu/files/pp-2016ed-web.pdf>

The purpose of the Iowa Principles and Practices for Charitable Nonprofit Excellence is to promote good management practices, ethical conduct, and public accountability for Iowa charitable nonprofit organizations as they perform their crucial community services. The Principles and Practices are not regulatory. While many of the Principles and Practices will be helpful to all nonprofits, they are specifically written for 501(c)(3) organizations. The Iowa Principles and Practices for Charitable Nonprofit Excellence are intended to be primarily an educational process designed to improve efficiency and accountability. It is recognized that implementation will take different forms and occur at different levels, given the resources of the nonprofits.

5. Accounts and Records.

- a. The Grantee shall comply with pertinent state and Federal laws, and the provisions of the Office of Justice Program's (OJP) Financial Guide:
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- b. The Grantee shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. The Grantee shall maintain separate records for each Federal grant or program. Cash or matching contributions made by the Grantee shall be verifiable from the Grantee's records. These records shall contain information pertaining to contract amount, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and program income.
- c. The Grantee shall maintain effective control and accountability for all assets, including current and accurate equipment inventory records. The Grantee shall adequately safeguard all such assets and property and assure that it is used solely for authorized purposes. Accounting records shall be supported by source documentation such as canceled checks, paid bills, receipts, payrolls, contract award documents, etc.
- d. The Grantee, in making project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the ODCP.
- e. The Grantee shall maintain a sufficient recordkeeping system to provide statistical data for the purpose of planning, monitoring, and evaluating their program.
- f. The Grantee shall retain all pertinent records and books of accounts related to this contract for a period of three (3) years following the closure of the Grantee's most recent audit report. In the event of litigation, negotiation or audit findings, the records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

6. Cash/In-Kind Match (If required and included in the approved budget).

Grant application materials will specify the level and conditions of match required for each grant program. If cash or in-kind match is required, the match will be identified in the

grant contract signed by the grantee as well as in the approved budget. If “cash” match is included in the approved budget, the Grantee must be able to demonstrate that the match is from a new appropriation, or from existing resources which were not intended for the stated program purpose

The Grantee shall maintain records clearly showing the source, the amount, and the timing of all match contributions. The following may be used as cash match:

- a. Local and State appropriations;
- b. Funds contributed from private sources;
- c. Federal funds from the following sources:
 1. Housing and Community Development Act of 1974;
 2. Appalachian Regional Development Act;
 3. General Revenue Sharing;
- d. Existing resources (as long as the existing funds were used in areas other than the stated program purpose);
- e. Salaries of existing personnel who are transferred to grant activities (if the original positions are filled with new personnel);
- f. Asset forfeiture funds resulting from State or Federal court action per applicable state and Federal guidelines;
- g. Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award;
- h. Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions on Tribal lands; and
- i. Funds otherwise authorized by law.

All funds designated as match are restricted to the same use as grant program funds. The matching share must be obligated by the end of the period for which Federal funds have been made available for obligation under an approved program or project. The Grantee must submit a written plan for expenditure of matching funds if requested by the ODCP.

7. Non-Supplanting Requirement.

Federal funds must be used to supplement existing funds for program activities and not replace those funds which have been appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

8. Program Income.

“Program income” means gross income earned by the Grantee during the grant period as a direct result of the grant award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project.

Program income shall be accounted for and used for any purpose that furthers the broad objectives of the legislation under which the award was made.

Program income earnings and expenditures must be reported with claims for reimbursement and must be used in accordance with the provisions of 2 CFR Part 200, Uniform Administrative Requirements.

9. Subcontracting.

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by the ODCP, with the exception of subcontracts under \$1,000. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor, and the contract policies and requirements. All grant related certifications and conditions agreed upon by the applicant agency shall be passed on to subcontracting agencies. Subcontractors shall complete the Standard Grant Condition Certification.

Open and free competition is required unless specific advanced approval is obtained to use a noncompetitive approach in contracting for a good or service.

10. Unreasonable restrictions on competition under the award; association with federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

The Grantee monitoring responsibilities include monitoring of subrecipient compliance with this condition.

11. Property and Equipment.

- a. Iowa Administrative Code, Chapter 110 and Section III, 3.7 of OJP's Financial Guide prescribe property rules and regulations.
- b. The Grantee shall develop procedures to assure competitive acquisition of approved purchases.
- c. Definition of Equipment: Any item costing \$5,000 or more and having an anticipated useful life of more than one year. Chairs, tables, files and movable partitions costing

less than \$5,000 shall be accounted for in aggregate. All other items of equipment shall be accounted for individually.

The above definition identifies a minimum list of items, which must be considered as equipment. The Grantee's accounting system may include other items of equipment as well.

- d. The Grantee shall maintain property records, inventory control, and maintenance procedures for all non-expendable property purchased all or in part with grant funds. An inventory report form must be completed and submitted with the last project report to the ODCP. Procedures for managing equipment (including replacement, whether acquired in whole or in part with project funds), will, at a minimum, contain records, which include the following:
 - 1.) Description of the property;
 - 2.) Serial number or other identification number;
 - 3.) Source of the property;
 - 4.) Identification of who holds the title;
 - 5.) Acquisition date;
 - 6.) Cost of the property;
 - 7.) Location of the property; and
 - 8.) Disposition data including the date of disposal and sale price.
- e. Title of Property: Notwithstanding any other provision of law, title to all expendable and nonexpendable property purchased with grant funds made available under the Grant Program shall vest in the agency that purchased the property, if it certifies to the ODCP that it will use the property for the purposes outlined in the grant application. If such certification is not made, title to the property shall vest in the State of Iowa, which shall seek to have the property used for program related purposes elsewhere in the state prior to using it or disposing of it in any other manner.
- f. Use of Property: The Grantee may use property acquired in whole or in part with Federal funds for the authorized purpose of the original grant as long as needed whether or not the program or project continues to be supported by Federal funds.

12. Computer Systems.

No federal funding may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

13. Travel.

Travel specifically identified in the grant application and budget is approved for reimbursement by the ODCP. Out of state training and travel not identified and approved in the application and grant budget requires approval by the ODCP prior to reimbursement. Requests for out-of-state training and travel must be submitted to the ODCP in writing. The Grantee shall follow state travel policies, or special conditions set forth in the grant. Meal and lodging rates cannot exceed state rates.

In-State meal rates

- o Breakfast \$8.00
 - o Lunch \$10.00
 - o Dinner \$19.00
- *includes tax and tip*

Out of State:

Meal rates are determined by City Level. The following link shows the level for the location you are traveling to - <https://das.iowa.gov/state-accounting/travel-relocation/out-state-travel/out-state-city-levels>

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Breakfast	\$ 8.00	\$ 8.00	\$10.00	\$12.00
Lunch	\$10.00	\$11.00	\$12.00	\$15.00
Dinner	\$19.00	\$25.00	\$29.00	\$38.00

**includes tax and tip*

In-state lodging is limited to \$80.00 plus taxes.

Out of state lodging limits are defined by the federal travel regulations (FTR) <https://www.gsa.gov/travel/plan-book/per-diem-rates>

State policy requires lodging providers to participate in Human Trafficking Prevention Training and be listed on the state's Certified Locations List.

There may be exceptions to the lodging rates when staying at the facility hosting the event. If the event location rate exceeds the rate listed above, contact our office to receive ***prior approval***.

State of Iowa approval rates will apply to subrecipient travel costs. Subrecipients are encouraged to contact ODCP with questions regarding travel reimbursement rates and processes.

14. Payments.

Expenditure reimbursement shall be made on program cash expenditures included in the grant budget and upon the receipt and acceptance by the ODCP of a properly completed and authorized expenditure report and supporting documentation. Final reimbursement must be requested within 23 days after the end of the grant performance period.

Payments may be adjusted by ODCP to correct disallowances resulting from audit or contract review. Reimbursement may be withheld if a grantee is delinquent in program reporting or if the grantee fails to meet any contract condition.

15. Reporting.

Form to be Used:

Due Date:

- a. Claim for Reimbursement - Completed online at www.iowagrants.gov
Due by the 23rd day of **each** month, following expenditures. Projects in good standing may elect to submit on a quarterly basis.
Final Payment shall be requested within 23 days of the end of the grant performance period.

- b. Quarterly Progress Reports - Completed online at www.iowagrants.gov
Due Date:
October 23rd
January 23rd
April 23rd
July 23rd

- c. Inventory Report Form
Equipment purchased all or in part with grant funds must be listed on the inventory report form. (See property.) Due to the ODCP 30 days after the grant period.
Due Date
30 Days from the end of the grant performance period.

- d. Annual Audit Report
If agencies are exempt from audit requirements, the Grantee must keep records that are available for review or audit by appropriate officials including the Federal agency, the State agency, and the US Government Accountability Office (GAO).
Due Date
For July 1st through June 30th audit is due by March 31st

16. Awards to private agencies - accounting system audit requirement.

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds. This audit must be conducted in accordance with the Government Auditing Standards (July 2018 Revision), as found on the GAO website. The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award. Audits must be conducted no less frequently than every 2 years. The dollar threshold applies as established for audit reports in OMB Circular A-133, as amended.

17. Audits:

Subrecipients of Federal funds are required to permit access to their records and financial statements as necessary to comply with Title 2 CFR Part 200, Subpart F Audit Requirements and Code of Iowa, Chapter 11, Audit of Counties, Cities and School Districts.

Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including pass-through subawards) in the State fiscal year (July 1 - June 30) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 CFR Part 200, Subpart F.

Non-Federal entities that expend less than \$750,000 in Federal awards in a fiscal year are exempt from audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass-through entity, and General Accounting Office (GAO).

A management letter must be submitted with the audit report. Grantee audit reports must be submitted no later than nine (9) months after the close of each fiscal year during the term of the award. Grantees shall comply with any audit resolution activities as directed by the ODCP.

Audit costs for audits not required or performed in accordance with Title 2 CFR Part 200, Subpart F are not allowable. If the grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.

18. Monitoring/Evaluation.

The ODCP reserves the right to monitor the Grantee's performance through site visits, reports, or other means deemed necessary by the ODCP. The Grantee agrees that the ODCP may conduct site visits to review grant compliance, assess management controls, assess the applicable activities or strategies, and provide technical assistance. In addition, the Grantee shall provide any data or information required for the purposes of monitoring and program evaluation. Such evaluation may be conducted by the ODCP or other appropriate agencies. The Grantee shall ensure the cooperation of the Grantee's employees, agents, and board members in such efforts.

Following each site visit or review the ODCP may submit a written report to the Grantee, which will identify the findings. A corrective action plan with a timetable to address any deficiencies or problems noted in the report may be requested by the ODCP. The corrective action plan shall be submitted to the ODCP for the approval within the timeline outlined in the written report. The Grantee shall carry out the plan after it is approved by the ODCP. Failure to do so may result in suspension or termination of funding.

19. Changes in the Program.

- a. Changes in Service: Changes in types of services provided by the Grantee as agreed to in the application and award require **prior approval** by the ODCP. Discontinuation or modification of a service without prior approval may result in a decrease in the grant amount or termination of the grant.
- b. Changes in Location: The Grantee shall notify the ODCP of any change in office or service location (relocation, addition, or deletion) from that shown in the application within 72 hours of such change.
- c. Changes in Program Director or Other Personnel: When there is a change in the program director or any other personnel supported by the grant from that shown on

the application, the ODCP must be notified. The Grantee is responsible for replacement, and written notification to the ODCP of each action within 72 hours.

- d. Change in Legal Applicant/Grantee: This grant shall not be assigned, transferred, or conveyed in whole or in part by the Grantee to any third party or parties without prior written approval from the ODCP. A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one legal entity to another. A change of Grantee must be approved in advance by the ODCP. The ODCP reserves the right to not contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project; and, a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by the ODCP prior to the date of transfer.
- e. Change in Budget: Due to the fact that budget line item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget revision requests must be submitted, and approved by, the ODCP prior to the revised expenditure of funds. The ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested, via iowagrants.gov, by the legal applicant and/or the legal applicant's authorized designee (e.g. the Program/Project Director), who must certify that the change in budget does not constitute a change in the goals and objectives of the program.

20. Copyrights.

The U.S. Department of Justice and the State of Iowa, ODCP reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: a) the copyright in any work developed under a grant, or contract under a grant or subgrant; and b) any rights of copyright to which Grantee or contractor purchases ownership with grant support.

21. Federal Funds Acknowledgment.

Program directors are encouraged to make the results and accomplishments of their activities available to the public. Prior ODCP approval is not needed for publishing the results of an activity under a grant project; however, an acknowledgment of State/Federal support must be made. The Grantee shall, when issuing statements, press releases, and other documents describing the grant project, clearly state: a) the percentage of the total cost of the project which was or will be financed with Federal and State funds; and b) the dollar amount of Federal and State funds for the project.

Any publication (written, visual, or sound), whether published at the Grantee's or government's expense, shall contain the following statements: (NOTE: This excludes press releases, newsletters, and issue analyses.)

"This project was supported by Grant No. _____, awarded by the U. S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or the Office of Drug Control Policy."

22. Release of Information and Confidentiality of Records.

- a. **Release of Public Grant Information:** The Grantee is required to make available all records, papers and other documents kept by the Grantee relating to the receipt and disposition of any funds, if requested by any member of the public. All such records shall be available except when access to the records is limited by Federal or State confidentiality regulations. The intended use of such information will not be a criterion for release.
- b. **Confidentiality of Records:** The Grantee shall maintain the confidentiality of all confidential records related to this grant in accordance with Federal and State laws. Privacy rights of parents and students apply to this program. Grantee policies and procedures shall provide that records of the identity, diagnosis, prognosis, or treatment of any client which are maintained in connection with the performance of the grant be kept confidential and be used only for the purposes and under the circumstances expressly authorized under the Federal confidentiality regulations 42 CFR part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records" and the Code of Iowa, Chapter 22.7. The Grantee shall comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 CFR part 22 that are applicable to the collection, use, and revelation of data or information.

23. Protection of human research subjects

The grantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

24. Conflict of Interest.

The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

25. Report Misuses of Funds.

The Grantee must promptly refer to the ODCP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subcontract for services.

26. Restrictions and certifications regarding non-disclosure agreements and related matters.

No Grantee or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- 1) In accepting this award, the Grantee--
 - a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Drug Free Workplace.

Each Grantee receiving an award from the Office of Drug Control Policy shall certify that it will maintain a drug-free workplace, or in the case of a Grantee, who is an individual, certify to the agency that his or her conduct of award activity will be drug-free. If a Grantee makes a false certification, the Grantee is subject to suspension, termination, and debarment. In order to comply with the Drug Free Workplace Act of 1988, Grantees are required to report any conviction of their employees under a criminal drug statute for violations occurring on the Grantee's premises or off the Grantee's premises while conducting official business. A report of a conviction must be made to the ODCP within ten (10) days of receiving notices of such conviction.

28. Americans With Disabilities Act.

The Grantee shall comply with Subtitle A, title II of the Americans with Disabilities Act (ADA), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation, 28 CFR Part 35.

29. Immigration and Naturalization Service.

The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

30. Limited English Proficiency.

“Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure

that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.”

Local interpreters and translators may be available through the Iowa Interpreters and Translators Association at <https://www.iitanet.org> .

31. Nondiscrimination/Equal Employment Opportunity Program.

- a. All grant recipients, including contractors, will comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); Juvenile Justice Prevention Act of 1974 (34 U.S.C. § 11182(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973 (29 U.S.C. 794); Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); and U.S. Department of Justice Regulation – Partnerships with Faith-Based and Other Neighborhood Organizations (28 C.F.R. pt. 38).
- b. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the Grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Iowa Office of Drug Control Policy (ODCP).
- c. The Grantee will provide an Equal Employment Opportunity Plan (EEOP) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Grantee agencies receiving less than \$25,000; grantee agencies with less than 50 employees; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEOP requirement, but the grantee is required to claim the exemption through OCR’s EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>. Grantees required to submit an EEOP shall submit it directly to the OCR through the online EEO Reporting tool. A copy of the certification form shall also be submitted to the ODCP. Information about civil rights obligations of grantees can be found at www.ojp.usdoj.gov/ocr .
- d. In accordance with Federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act, (IAC Ch 216), prohibits discrimination in employment because of a person’s: Race, Creed, Color, Sex, Age, National Origin, Gender Identity, Sexual Orientation, Disability, or Religion.
- e. Grant recipients, if required, must make available, upon request, its Affirmative Action Program containing goals and time specifications.

- f. This contract may be suspended or terminated, in whole or in part, in the event of the Grant recipient's noncompliance with this section and the recipient may be declared ineligible for further contracts with the ODCP. Additionally, the ODCP may take further action by imposing other sanctions or invoking other remedies as provided by the Iowa Civil Rights Act of 1965 or as otherwise provided by law.
- g. The U.S. Department of Justice, Office for Civil Rights issued an advisory document for grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, the Grantee should consult local counsel in reviewing their employment practices. If warranted, the Grantee should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

32. Findings of Discrimination.

The Grantee assures that in the event a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, disability, age, sexual orientation, gender identity, or sex against a recipient of funds, the Grantee will promptly forward a copy of the finding to the Office of Drug Control Policy.

33. Determination of suitability required, in advance, for certain individuals who may interact with participating minors

1. Advance determination regarding suitability. The Grantee (and any subrecipient at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the Grantee or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.e., and taking into account the factors and considerations described in paragraph 4.
2. Updates and reexaminations
 - a. The Grantee (or subrecipient) must, at least every five years, update the searches described in paragraph 3.e, reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.
 - b. The Grantee also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.
3. Definitions
 - a. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the Grantee (or subrecipient)) who is

expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the Grantee (or subrecipient). Such an individual might be an employee of a Grantee (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.

- b. "Participating minor." All individuals under 18 years of age participating in grant funded activities are participating minors.
- c. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--
 - i. brief contact that is both unexpected by the Grantee (or subrecipient) and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.
 - ii. personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the Grantee (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.
- d. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds, or "program income" for the award include both--
 - i. activities carried out under the award by the Grantee (or subrecipient); and
 - ii. actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.
- e. "Current and appropriate information"
In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the Grantee's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.
 - i. Public sex offender and child abuse websites/registries
A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including—
 - a. the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);
 - b. the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and

- c. the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.
 - ii. Criminal history registries and similar repositories of criminal history records
 - For each individual at least 18 years of age who is a covered individual under this award, a fingerprint search (or, if the Grantee or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--
 - a. the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
 - b. the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.
- 4. Factors and considerations in determinations regarding suitability
 - In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the Grantee's (or subrecipient's) written policies and procedures, in making a determination regarding suitability, the Grantee (or subrecipient) must consider the current and appropriate information described in paragraph 3.e.
 - In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the Grantee (or subrecipient) may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual--
 - a. Withholds consent to a criminal history search required by this condition;
 - b. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
 - c. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
 - d. To the knowledge of the Grantee (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):
 - i. sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
 - ii. rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - iii. sexual exploitation, such as through child pornography or sex trafficking;
 - iv. kidnapping;

- v. voyeurism; or
 - e. Is determined by a federal, state, tribal, or local government agency not to be suitable.
- 5. Administration; rule of construction
 - a. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of the grant, and throughout the remainder of the period of performance.
 - b. The Grantee is to contact the ODCP with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
 - c. Nothing in this condition shall be understood to authorize or require the Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

34. Equal Treatment for Faith Based Organizations.

The Grantee shall comply with the applicable requirements of 28 C.F.R. Part 38, governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that grant awards may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grant recipients may still engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded through grant funding are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

35. Lobbying Restrictions.

The Grantee agrees that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract or grant, and the Grantee receives Federal funds exceeding \$100,000, the Grantee shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

36. Sanctuary Jurisdiction (Iowa Code).

The Grantee shall comply with the provisions of Iowa Code chapter 27A, which applies to the enforcement of immigration laws. Grantees who are found to be in non-compliance with Iowa Code 27A are ineligible to receive funds through the ODCP. Rules governing the determination of non-compliance and the reinstatement of eligibility are provided in Iowa Administrative code 541 chapter 13.

37. Liability.

- a. If any provision contained herein is in conflict with any State or Federal law or shall be declared to be invalid by any court of record of this State, such invalidity shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court shall continue to be in effect.
- b. The ODCP reserves all administrative, contractual and legal remedies, which are available in the event that the Grantee violates or breaches the terms of this contract.

38. Drug Task Force.

Officers funded by the Office of Drug Control Policy who encounter minors who as a direct or indirect result of the presence and or the use of any illegal drug are at risk of exposure, abuse, or neglect shall at a minimum report the encounter to the Department of Human Services. Task forces are strongly encouraged to participate in a Drug Endangered Children program designed to identify and protect the wellbeing of these youth.

39. Drug Task Force Training.

Each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When registering for the training, participants should use the preauthorization code **QX6S4**

40. Required Data on Law Enforcement Agency Training

Any law enforcement agency receiving direct or sub-awarded funding from a JAG award must submit accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

41. Safe Policing and Law Enforcement

Grants made to State, local, college, or university law enforcement agencies shall be certified by an approved independent credentialing body or have started the certification process regarding the following two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

42. Use of Force Training Metrics.

(Byrne JAG Grantees Only) Law enforcement agencies receiving direct or sub-awarded JAG funding must submit accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43. NEPA Clandestine Methamphetamine Laboratories.

This condition facilitates compliance with the provision of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No Federal monies from this award may be obligated to support meth lab operations unless the grant recipient implements this condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental, health and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grant recipient for any OJP funded meth lab operations:

- a. The grant recipient shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.
- b. Grant recipients shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure the adverse environmental, health, and safety impacts in the Assessment are mitigated in a manner consistent with the requirements of this condition.
- c. Grant recipients shall monitor grant funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan.

Methamphetamine Mitigation Conditions

Where applicable, grant recipients shall:

- a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;

- b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
- c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
- d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
- e. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
- f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
- g. Monitor the transport, disposal and recycling components of subparagraphs number "e" and "f" immediately above in order to ensure proper compliance;
- h. Have in place and implement a written agreement with the responsible State environmental agency. This agreement must provide that the responsible State environmental agency agrees to: (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory; and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the State environmental agency and in accordance with existing State and Federal requirements;
- i. Have in place and implement a written agreement with the responsible State or local service agencies to properly respond to any minor, as defined by State law, at the site. This agreement must ensure immediate response by qualified persons who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up tests, examinations, or health care made necessary as a result of methamphetamine toxicity; and
- j. Report all clandestine lab responses to the Iowa Division of Narcotics Enforcement using EPIC report form #143. Assistance in completing this form is available by calling 515/281-9054.

44. System for Award Management (SAM) and Universal Entity Identifier (UEI) Registration.

Grant recipient shall register and provide the Office of Drug Control Policy a UEI Number. The Grantee shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

45. Recipient Integrity and Performance.

The Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the Federal

System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the Federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

46. Disclosure of "High Risk" Designation by Federal Agency.

The Grantee shall disclose to the Office of Drug Control Policy any designation of "high risk" by any Federal grant-making agency currently or at any time during the course of the period of performance under the award. For purposes of this disclosure, high risk includes any status under which a Federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee.

47. Breach of Personally Identifiable Information.

The Grantee (including other participating agency supported by the award) must have written procedures in place to respond in the event of an actual or imminent "breach" if it (or participating agency)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Office of Drug Control Policy no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. The ODCP will in turn report the breach to the appropriate Federal agency.

48. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance).

49. Withholding of Support, Suspension, and Termination.

- a. Withholding of Support: With ten (10) days written notice, the ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by Grantee and approved by the ODCP. Reasons may include, but are not limited to the following:
 - 1.) Delinquency in submitting required reports;
 - 2.) Failure to provide adequate management of the funds;
 - 3.) Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract; and
 - 4.) Failure to regularly coordinate the activities and services with other local providers funded by the ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.
- b. Suspension: When, as determined by the ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, the ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that the ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by the ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until the ODCP terminates the grant.
- c. Termination:
 1. Termination for Cause: The ODCP may terminate a grant in whole or in part any time before the date of completion if the ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, the ODCP must send written notice to the Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by the ODCP shall be made in accordance with the terms and conditions of this grant.
 2. Termination on Other Grounds: In addition to termination for cause, the ODCP grants may be terminated in whole or in part as follows:
 - a. By the ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
 - b. By the Grantee. Sixty (60) days written notice to the ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
 - c. By the ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination.

- d. By the ODCP in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever the ODCP determines that such termination is in the best interests of the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided and non-cancellable obligations incurred under this contract up to and including the date of termination.
- e. In addition, the ODCP may terminate this contract effective immediately without penalty and without advance notice for any of the following reasons:
 - i. The Grantee furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or **other solicitation document** that is false, deceptive, or materially incorrect or incomplete;
 - ii. **The Grantee** or any of **its** officers, directors, employees, agents, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
 - iii. The Grantee terminates or suspends its business;
 - iv. The **Grantee** has failed to comply with any applicable international, Federal, State (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
 - v. The **ODCP** determines or believes the **Grantee** has engaged in conduct that: (a) has or may expose the **ODCP** or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
 - vi. **The Grantee** knowingly infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or **the Grantee** misappropriates or allegedly misappropriates a trade secret or ;
 - vii. **The Grantee** fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy.
- 3. Termination for Convenience. The ODCP may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever, for any reason, the ODCP determines that such termination is in the best interests of the ODCP or the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract up to an including the date of termination.

- d In the event of termination, the Grantee shall be reimbursed by the ODCP only for those allowable costs incurred or encumbered up to and including the termination date, subject to the continued availability of funds to the ODCP. Upon receipt of notice of termination the Grantee shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Grantee shall also immediately cease using and return to the ODCP any personal property, equipment, or materials provided by the ODCP to the Grantee and shall immediately return to the ODCP any payments made by the ODCP for services that were not rendered by the Grantee.
- e In the event of termination, the Grantee agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, and reports. The Grantee shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Grantee fails to ensure a smooth transition of services to clients, the ODCP may, at its sole discretion, place the Grantee on its list of contractors barred from entering into any contract with the ODCP and immediately terminate all other existing contracts between the ODCP and the Grantee. The Grantee shall cooperate in good faith with the ODCP and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement provider.
- f. The ODCP shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates; any costs incurred by Grantee in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract; any taxes Grantee may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- g The ODCP reserves all administrative, contractual and legal remedies which are available in the event that the Grantee violates or breaches the terms of this contract.

50. Indemnification.

The Grantee and its successors and assignees agree to indemnify and hold harmless the State of Iowa and the ODCP and its officers, employees, agents, and volunteers from any and all liabilities, damages, settlements, judgments, costs and expenses, including the reasonable value of time spent by the Attorney General's Office and the costs and expenses and reasonable attorney fees of other counsel required to defend the ODCP or the State of Iowa, related to or arising from any of the following:

- a. Any violation of this contract.
- b. Any negligent, intentional, or wrongful act or omission of the Grantee, its officers, employees, agents, board members, contractors or subcontractors, or any other person in connection with this project.

- c. Any infringement of any patent, trademark, trade dress, trade secret, copyright, or other intellectual property right.
- d. The Grantee's performance or attempted performance of this contract.
- e. Any failure by the Grantee to comply with all Federal, State, and local laws and regulations.
- f. Any failure by the Grantee to make all reports, payments, and withholdings required by Federal and State law with respect to social security, employee income, and other taxes, fees, or costs required by the Grantee to conduct business in the State of Iowa.
- g. The death, bodily injury or damage to property of any enrollee, agent, employee, business invitee or business visitor of the Grantee or any of its subcontractors.
- h. Any failure by the Grantee to adhere to the confidentiality provisions of this contract.

51. Warranties.

- a. The Grantee represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Grantee; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the ODCP hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the ODCP hereunder or under any license agreement related hereto without violating any rights of any third party; (ii) Grantee has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the ODCP herein; and (iii) the ODCP shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.
- b. The Grantee represents and warrants that: (i) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (ii) the ODCP's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Grantee further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Grantee shall inform the ODCP in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Grantee shall, at the ODCP's request and at the Grantee's sole expense: (i) procure for the ODCP the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to the ODCP all fees, charges and any other amounts paid by the ODCP with respect to such Deliverable. In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State

and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the ODCP and shall survive termination of this Contract.

- c. The Grantee represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications.
- d. The Grantee represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the ODCP notifies Grantee of any services performed in violation of this standard, Grantee shall re-perform the services at no cost to the ODCP, such that the services are rendered in the above-specified manner, or if the Grantee is unable to perform the services as warranted, Grantee shall reimburse the ODCP any fees or compensation paid to Grantee for the unsatisfactory services.
- e. The Grantee represents and warrants that the Deliverables will comply with any applicable Federal, State, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

52. Status of Grantee.

The Grantee shall at all times be deemed an independent contractor. The Grantee, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency or department of the State. The Grantee shall be responsible for withholding all taxes and shall hold the ODCP harmless for any claims for the same.

53. Choice of Law and Forum.

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the ODCP or the State of Iowa.

54. Immunity from Liability.

Every person who is a party to the Contract is hereby notified and agrees that the State, the ODCP, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's and/or subcontractors' activities involving third parties and arising from the Contract.

55. Compliance with Iowa Code chapter 8F.

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Grantee certifies it will comply with the requirements of the Iowa Code chapter 8F. The Grantee shall forward any compliance documentation, including but not limited to certifications, and any compliance documentation received from subcontractors by the Grantee to the ODCP.

56. Enhancement of Contractor Employee Whistleblower Protections.

41 U.S.C. 4712 states, "employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblowing protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of a law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants, contracts, subgrants, and subcontracts.

57. Ownership of Deliverables.

Ownership and Assignment of Other Deliverables. The Grantee agrees that the State and the ODCP shall become the sole and exclusive owners of all Deliverables. Grantee hereby irrevocably assigns, transfers and conveys to the State and the ODCP all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary

rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Grantee represents and warrants that the State and the ODCP shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Grantee or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Grantee. The Grantee (and Grantee's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the ODCP and the payment of such royalties or other compensation as the ODCP deems appropriate. Unless otherwise requested by ODCP, upon completion or termination of this Contract, Grantee will immediately turn over to ODCP all Deliverables not previously delivered to the ODCP, and no copies thereof shall be retained by Grantee or its employees, agents, subcontractors or affiliates, without the prior written consent of the ODCP. To the extent any of Grantee's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Grantee hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

58. Confidentiality, IT Standards, and Security.

a. The Grantee will comply with and adhere to the following the ODCP and State information technology standards and provide training to Grantee's employees and subcontractors concerning such standards, procedures and protocols as applicable.

1. Data Backup Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of the ODCP required services.
2. Data Stewardship Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.
3. Interconnectivity Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.
4. Laptop Data Protection Standard: Applicable to Grantees which utilize laptops to process, store, transmit or monitor data essential to the performance of the ODCP required services or connects to state owned or managed network.
5. Removable Storage Encryption Standard: Applicable to Grantees which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of the ODCP required services.
6. Web Application Security Standard: Applicable to Grantees which develop, manage or utilize state resources including but not limited to websites, data systems, desktop applications and web based services.
7. Website Accessibility Standard: Applicable to Grantees which develop and maintain ODCP web pages.

Current state information technology standards are accessible online at <https://ocio.iowa.gov/home/standards>

b. The Grantee will take all precautions and actions necessary to: (i) prevent unauthorized access to the ODCP's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the ODCP's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Grantee agrees that it will not copy, reproduce, transmit, or remove any ODCP (or State) information or data without the prior written consent of the ODCP. Grantee agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the ODCP or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Grantee or Grantee's employees, agents and subcontractors. Breaches of security include, but are not limited to:

- 1 Disclosure of confidential or sensitive information;
- 2 Unauthorized access to ODCP or State systems;
- 3 Illegal technology transfer;
- 4 Sabotage or destruction of ODCP or State information or information systems;
- 5 Compromise or denial of ODCP or State information or information systems;
- 6 Damage to or loss of ODCP or State information or information systems; and
- 7 Theft.

a. The Grantee shall immediately report to the ODCP any such breach of security. In the event of a breach of this section or any breach of security as described herein, the ODCP may terminate this Agreement immediately without penalty or liability to the ODCP and the State and without affording Grantee any opportunity to cure.

59. Qualifications of Staff.

The Grantee shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Grantee, are properly licensed, certified or accredited as required under applicable Federal and State law and the Iowa Administrative Code. The Grantee shall provide standards for service providers who are not otherwise licensed, certified or accredited under Federal or State law or the Iowa Administrative Code.

60. State Agencies and Iowa Regent Institutions.

If the Grantee is a state agency or state of Iowa Regent Institution:

- a) Section 50 (Indemnification) and Section 52 (Status of Grantee) shall be of no force and effect.
- b) Section 51 (Warranties) shall be modified to delete the phrase "and warrants" each time said phrase is mentioned. Additionally, the following sentence shall be deleted from 51(b): "In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section."

- c) Section 57 shall be modified to add the following sentence: The ODCP and State agree to provide to Grantee a non-exclusive, royalty-free license to use the Deliverables for its own research and educational purposes, for the purpose of complying with this Grant, and for any purpose authorized or required by federal or state law.

Revised June 6, 2023

STANDARD GRANT CONDITIONS CERTIFICATION Legal Applicant & Program/Project Director

On behalf of, (*agency*) Story County I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa Office of Drug Control Policy Grant Program.

Latifah Faisal (Legal Applicant – Print or Type) [Signature] (Signature Legal Applicant) 7-18-23 (Date)

Nicholas Hochberger (Program/Project Director – Print or Type) [Signature] (Signature Program/Project Director) (Date) 7/13/2023

Iowa Office of Drug Control Policy
**STANDARD GRANT CONDITIONS CERTIFICATION
Contract Services (If Applicable)**

_____ (*contracting agency*) has entered into an agreement with _____ (*Legal Applicant*) to provide services through a grant provided by the Office of Drug Control Policy. The applicant agency has provided a copy of the standard grant conditions. I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa Office of Drug Control Policy Grant Program.

(Signature Contracting Agency)

(Date)

CERTIFIED ASSURANCES

NON-SUPPLANTING

The grantee assures that Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for project activities.

MATCHING FUNDS

The grantee assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for criminal justice activities by the recipients of grant funds and shall be provided on a project-by-project basis.

RECORD KEEPING

The grantee assures that fund accounting, auditing, monitoring, evaluation procedures, and such records as the Office of Drug Control Policy shall require, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

REPORTING

The grantee assures that it shall maintain such data and information and submit such reports in such form, at such times, and containing such data and information as the Office of Drug Control Policy may reasonably require to administer the program.

FINANCIAL AND ADMINISTRATIVE GUIDE

The grantee assures that it will comply with the provisions of the Office of Justice Programs' "Financial and Administrative Guide for Grants. <http://ojp.gov/financialguide/DOJ/index.htm>

COMPLIANCE WITH FEDERAL PROCEDURES

The grantee assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information Systems; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

DUNS/SAM Registration:

The grantee assures that it will register and provide the Office of Drug Control Policy a Unique Entity Identification (UEI) number. The recipient shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

Recipient Integrity and Performance

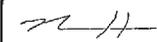
The grantee assures that it will comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

CERTIFICATION

I certify that the program in this application meets all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; that all the information presented is correct; and the application will comply with the provisions of the Act and all other Federal laws, regulations, and guidelines. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, the undersigned shall assure the applicable conditions above apply to all recipients of assistance.

DocuSigned by:



Signature - Project Director



Signature - Legal Applicant

7/13/2023

Date

7.18.23

Date

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person: Paul H. Fitzgerlad

2. Title/Address: Sheriff
1315 S B Avenue Nevada, Iowa 50201

3. Telephone Number: 515-382-6566

4. Number of persons employed by the agency responsible for administering this grant:
93

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

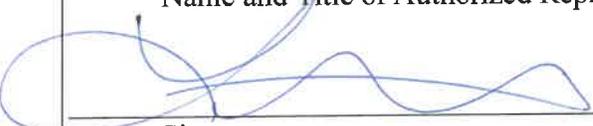
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, participants' responsibilities. The regulations were published as Part VIII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative


Signature

7-18-23
Date

Story County

Name of Organization

1315 S. B Ave Nevada, Iowa 50201

Address of Organization

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance: The grantees shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, City, County, State, zip code):

1315 S. B Ave Nevada, Iowa 50201

Story County

Organization Name

Latifah Faisal, Chairperson Story County Board of Supervisors

Name and Title of Authorized Representative

Signature

Date

7.18.23

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Forms are available from the Office of Drug Control Policy.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Story County

Latifah Faisal

Name and Address of Organization

Name of Authorized Individual

7.18.23

Signature and Date



**STORY COUNTY
BOARD OF SUPERVISORS
LISA HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

July 18, 2023

Story County Board of Supervisors
900 Sixth Street
Nevada, IA 50201

RE: Request Approval of FY25 ASSET Funder Priorities

Dear Board of Supervisors,

Each year, individual Funders review and determine if there are any needed changes to the list of priorities that are used by the ASSET Board to make funding recommendations during the ASSET budget allocation process. Additionally, agencies use the priorities to ensure the services they provide are consistent with the County's current priorities.

Draft priorities are attached which includes clarified language and feedback from the Board. Approval is requested.

Following Board approval of the priorities, I will highlight any noted changes and share the final version with the ASSET Board.

Respectfully,

Sandra King
Director of External Operations and County Services

Attachment
Story County ASSET Funder Priorities - Draft

APPROVED **DENIED**

Board Member Initials: SK

Meeting Date: 7.18.23

Follow-up action: _____



**STORY COUNTY
BOARD OF SUPERVISORS
LATIFAH FAISAL
LISA K. HEDDENS
LINDA MURKEN**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

ASSET Funder Priorities
(Approved – _____ BOS Meeting for FY25 Budget)

1. Services addressing basic needs

- Food and nutrition
- **Emergency shelter services for individuals and families**
- Affordable, quality housing (including temporary/transitional housing, services and supports allowing people to remain in their homes—utilities, senior services, etc.)
- Affordable, quality childcare
- Access to medical, dental, substance abuse, and co-occurring care
- Transportation

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2. Services addressing safety and well-being needs

- Legal assistance
- Social and educational development and opportunities
- Access to emergency and victim advocacy services
- Programs and services that empower, eliminate barriers from the path of, and support individuals and families

3. Services promoting self-sufficiency

- Income (job training, skills upgrade)
- Education and awareness (financial literacy, budget counseling, as well as training that enhances an agency's ability to provide quality services to an increasingly diverse County population)

NOTES for Agencies and Volunteers:

1. **Categories and services are in priority order as listed.**
2. **Mental health and disability services are funded by the state and cannot be funded by counties. Story County is in the Central Iowa Community Services (CICS) region; CICS receives state funds to provide MHDS services.**
3. Services funded by Story County must be accessible and available to countywide residents, this does not exclude funding for services located in Ames.
4. The Board of Supervisors is interested in knowing how agencies are embedding equity into programs. Annual reports should include implementation and data collection methods, particularly those designed to show the effectiveness of new programs.

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Print

Story County Logo Use Request Form - Submission #5529

Date Submitted: 6/27/2023

Overview

The Story County, Iowa logo can only be provided for use to a person, agency, or group who is working on a joint County or County-funded program or project with an authorized Story County employee. A completed Logo Usage Request Form must be received by Story County prior to granting permission to use the Story County logo. The Logo Usage Request Form must be approved by the Story County Board of Supervisors or designee to be valid.

Permission to use the logo is limited to a specific project or product. When that project or product is complete, new permission must be requested.

Any individual or entity other than Story County, Iowa is prohibited from using Story County's logo without permission granted by the Story County Board of Supervisors or designee. Unauthorized use is subject to action by Story County, Iowa.

Name of organization requesting use of Story County's logo*

Ames Chamber of Commerce

Address1*

304 Main Street

Address2

City*

Ames

State*

IA

Zip*

50010

What is the event or program for which Applicant seeks to use Story County's logo?*

Any time the Story County logo is needed in partnership with the Ames Chamber of Commerce and its affiliate organizations

How is Story County, Iowa connected to this event or program?*

Check all that apply.

- As an active participant
- Through funding support (e.g., sponsorship)
- Other

What is the date or date range for the requested logo use? *

today through forever

Name of Story County employee who is the primary contact for this project/partnership*

Leanne Harter

How do you plan to use Story County's logo?*

Check all that apply.

- Print material for promotional or educational use
- Digital use (examples: website, social media, electronic newsletter, video, or other digital platform)
- Silk screening
- Other*

*Please describe your use of "other."

Any time the Story County logo is needed in partnership with the Ames Chamber of Commerce and its affiliate organizations

What color version of the logo is needed?*

Check all that apply.

- Color
- Black
- White

Terms and Conditions

Permission to use the Story County, Iowa logo is subject to the Applicant agreeing to the following terms and conditions:

1. The Applicant shall not make any alterations to the logo, stretch, distort, change colors, or adapt it as part of another graphic symbol or mark.
2. The word "County" is considered part of the logo and may not be deleted or changed in any way.
3. The full-color logo shall be placed over a white, very light tint of color or solid black background. The logo shall never appear to be inside a box.
4. When using the reversed white logo, the Applicant shall use a background dark enough for the logo to be easily read.
5. The logo shall never be smaller than .33 inches wide.
6. The logo shall never have a box-like outline around it or appear to be inside of a box.
7. The Applicant shall not use the logo for commercial purposes.
8. The Applicant shall not grant permission to any other person or entity to use the logo.
9. The Applicant agrees that Story County assumes no liability regarding the Applicant's use of the Story County logo.
10. The logo cannot be used for any purpose other than the purpose stated in this request.
11. The permission granted to use the logo is solely for the program or activity described in this request. Any future use of the logo requires a new request and approval.
12. The Applicant shall not use the logo in a manner that is likely to cause confusion over the source of the logo.
13. The Applicant shall not use the logo for a purpose that is related to a ballot initiative, direct religious purpose, or political purpose.
14. The Applicant shall not use the logo in disparaging, inappropriate, or otherwise damaging applications.
15. If the logo is used on electronic materials, the Applicant must hyperlink the logo to www.storycountyiowa.gov.
16. Story County, Iowa reserves the right to refuse permission to any person(s) or organization requesting the use of the logo.
17. Story County reserves the right to terminate the Applicant's use of the logo immediately if the Applicant fails to adhere to any of the above terms and conditions.

Agreement to Terms and Conditions*

By selecting "Yes" below you (the Applicant), are confirming that you have read the above Terms and Conditions regarding the use of Story County, Iowa's logo and that you agree, on behalf of the organization represented in this request, to abide by all of the Terms and Conditions stated to the left.

Failure to abide by all Terms and Conditions above will result in termination of the Applicant's use of the Story County, Iowa logo and may result in further action by Story County, Iowa.

Yes - I (the Applicant) have read the above Terms and Conditions related to use of Story County, Iowa's logo and agree to abide by them.

Name of Person Submitting Request*

Amy Howard

First and Last Name

Email Address of Person Submitting Request*

amy@ameschamber.com

Phone Number of Person Submitting Request*

5158176301

What is your title/role with organization submitting this request?*

Vice President



ORDER CONFIRMATION

JOEL AHRENS,

Thank you for choosing CDW•G. We have received your order. Please take a moment to review it for accuracy and completeness.

APPROVED
 Member Initials: [Signature]
 Meeting Date: 7-18-23
 Follow-up action: _____

View Order Online

ORDER #	ORDER DATE	PO #	CUSTOMER #
NLQZ646	7/13/2023	NLNN101	8484660

IMPORTANT - PLEASE READ

Special Instructions: "Quote is valid for 30 days."

ORDER DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Mimecast Email Security Comprehensive Defense - subscription license (1 year</u> Mfg. Part#: M_COMP-DEF_250_A Electronic distribution - NO MEDIA Contract: MARKET	314	6153172	\$43.00	\$13,502.00
<u>MIMECAST W1</u> Mfg. Part#: M_W1_250_A Electronic distribution - NO MEDIA Contract: MARKET	314	5323899	\$21.00	\$6,594.00
<u>Mimecast Advanced Support - technical support - 1 year</u> Mfg. Part#: M_ADV-SP_A Electronic distribution - NO MEDIA Contract: MARKET	1	6531299	\$3,600.00	\$3,600.00

SUBTOTAL	\$23,696.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$23,696.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: STORY COUNTY INFORMATION TECHNOLOGY ACCOUNTS PAYABLE 900 6TH ST ADMINISTRATION BLDG NEVADA, IA 50201-2004 Phone: (515) 382-7304 Payment Terms: NET 30-VERBAL	Shipping Address: STORY COUNTY INFORMATION TECHNOLOGY TIM PATTERSON 900 6TH ST ADMINISTRATION BLDG NEVADA, IA 50201-2004 Phone: (515) 382-7304 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to:

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



Sales Contact Info

Neal Zolt | (866) 843-0749 | nealzol@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Closure No. 24-02

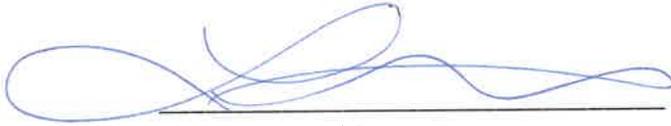
Date July 10, 2023

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 31/32 Franklin Twp on

North Dakota will be closed between Cameron School Rd and 215th St



Chair, Board of Supervisors

Attest: 
County Auditor

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

ALLOWED BY VOTE
OF THE BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by 

Closure No. 24-03

Date July 10, 2023

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 7/18 Lafayette Twp on

120th St is closed between 500th Ave and 510th Ave

Chair, Board of Supervisors

Attest:

County Auditor

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

ALLOWED BY VOTE OF THE BOARD

Yea 3 Nay 0 Absent 0

CHAIRPERSON

Above tabulation made by JB



County Outreach and Special Projects Manager
 Story County, Iowa
 Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

Website and Organization Information	Criteria Selected by Applicant (areas highlighted are not demonstrated)						
	The State of Iowa or the federal government or an agency thereof	An educational institution in the State of Iowa funded with public funds	A not-for-profit corporation organized under the laws of the State of Iowa which promotes the economic welfare, environmental welfare, tourism and/or industry of Story County, Iowa	A commission or agency funded in whole or in part by the Story County, Iowa	A party that has an established partnership with Story County and which promotes the economic welfare, environmental welfare, tourism and/or industry of the County	Emergency management issues	Other links may be considered by the Board of Supervisors upon official request
Name of Organization: Birth Injury Justice Center Name: Chris Ramos							X

If approved, this link would be located on this page of Story County’s website:
<https://www.storycountyiowa.gov/35/Our-Community> with a new tab created for “Resources”.

If you have any questions, please let me know.



Website Link Request

Name of Organization*

Birth Injury Justice Center

Organization's Web Address*

<https://www.childbirthinjuries.com/>

Name and Title of Person Making Request*

Director of Advocacy

Email Address*

cramos@childbirthinjuries.com

Phone Number*

8004095420

Which of the following criteria supports your request? Please check all that apply. Your organization IS:*

- | | |
|--|--|
| <input type="checkbox"/> The State of Iowa, the Federal Government or other local government agencies or an agency thereof; | <input type="checkbox"/> A party that has an established partnership with Story County and which promotes the welfare, environmental welfare, tourism and/or industry of the County; |
| <input type="checkbox"/> An educational institution in the State of Iowa funded with public funds; | <input type="checkbox"/> Emergency management issues; |
| <input type="checkbox"/> A not-for-profit corporation organized under the laws of the State of Iowa which promotes the welfare, environmental welfare, and/or tourism of Story County, Iowa; | <input checked="" type="checkbox"/> Other links may be considered by the Board of Supervisors upon official request. |
| <input type="checkbox"/> A commission or agency funded in whole or in part by the Story County, Iowa; | |

If your organization does not meet the criteria listed, please explain why you believe a link from the County's website to your website would be appropriate:

Hello Lisa,

My name is Chris Ramos and I am the Director of Advocacy at Birth Injury Justice Center. While searching for organizations with common goals to support children with disabilities and their families, I stumbled upon Story County.

Since we share similar goals, I wanted to know if it is possible to include our cerebral palsy support resource to the list?

The Birth Injury Justice Center is dedicated to supporting children and their families who have been affected by disabilities caused at birth. Our organization strives to provide answers and guidance to ensure that families receive the assistance they need to help improve their overall quality of life.

We would love it if you could help support our mission to spread awareness and reach families in need!

Have a wonderful day and stay safe,

Chris Ramos
Director of Advocacy
<https://www.childbirthinjuries.com/cerebral-palsy/>
1330 Boylston Street, Suite 400
Chestnut Hill, MA, 02467
(800) 409-5420

* indicates required fields.



County Outreach and Special Projects Manager
Story County, Iowa
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

APPROVED **DENIED**

Board Member Initials: LSH

Meeting Date: 7-18-23

Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP CFM
CC: Sandra King, Director of External Operations and County Services
DATE: July 13, 2023
RE: Board of Supervisors Consideration of Website Link Request for Rehab.com

Attached is a Website Link Request Form submitted by Mary Smith with Rehab.com.

The adopted Website Linking Policy requires organizations wishing for Story County to include a link to their website on www.storycountyiowa.gov to complete a request form and demonstrate that the application meets at least one of the following criteria:

- The State of Iowa, the Federal Government or other local government agencies or an agency thereof;
- An educational institution in the State of Iowa funded with public funds;
- A not-for-profit corporation organized under the laws of the State of Iowa which promotes the welfare, environmental welfare, and/or tourism of Story County, Iowa;
- A commission or agency funded in whole or in part by the Story County, Iowa;
- A party that has an established partnership with Story County and which promotes the welfare, environmental welfare, tourism and/or industry of the County.
- Emergency management issues.

The policy further indicates that if staff cannot determine compliance with the above, the Board of Supervisors may consider and approve the link upon official request, noted by the following in the policy:

- Other links may be considered by the Board of Supervisors upon official request.

The table on the following page lists the criteria and those which the applicant deemed the organization met. The highlighted cells are ones with which staff does not concur with the applicant. Given this, the ultimate approval for the link request falls to the Board of Supervisors under the “other links...” language from the policy noted above.



Website and Organization Information	Criteria Selected by Applicant (areas highlighted are not demonstrated)						
	The State of Iowa or the federal government or an agency thereof	An educational institution in the State of Iowa funded with public funds	A not-for-profit corporation organized under the laws of the State of Iowa which promotes the economic welfare, environmental welfare, tourism and/or industry of Story County, Iowa	A commission or agency funded in whole or in part by the Story County, Iowa	A party that has an established partnership with Story County and which promotes the economic welfare, environmental welfare, tourism and/or industry of the County	Emergency management issues	Other links may be considered by the Board of Supervisors upon official request
Rehab.com Name of Organization: Rehab.com Name: Mary Smith	X		X	X	X	X	X

If approved, this link would be located on this page of Story County’s website:
<https://www.storycountyiowa.gov/1229/Crisis-Assistance>

If you have any questions, please let me know.



Website Link Request

Name of Organization*

Rehab.com

Organization's Web Address*

4134 Gulf of Mexico Dr, Suite 207 Longboat Key, FL 34228

Name and Title of Person Making Request*

Mary Smith

Email Address*

mary@rehabhelp.email

Phone Number*

7029303952

Which of the following criteria supports your request? Please check all that apply. Your organization IS:*

- | | |
|--|--|
| <input checked="" type="checkbox"/> The State of Iowa, the Federal Government or other local government agencies or an agency thereof; | <input checked="" type="checkbox"/> A party that has an established partnership with Story County and which promotes the welfare, environmental welfare, tourism and/or industry of the County; |
| <input type="checkbox"/> An educational institution in the State of Iowa funded with public funds; | <input checked="" type="checkbox"/> Emergency management issues; |
| <input checked="" type="checkbox"/> A not-for-profit corporation organized under the laws of the State of Iowa which promotes the welfare, environmental welfare, and/or tourism of Story County, Iowa; | <input checked="" type="checkbox"/> Other links may be considered by the Board of Supervisors upon official request. |
| <input checked="" type="checkbox"/> A commission or agency funded in whole or in part by the Story County, Iowa; | |

If your organization does not meet the criteria listed, please explain why you believe a link from the County's website to your website would be appropriate: This is a great opportunity for us to spread awareness and help the community of Iowa in the midst of a crisis.

* indicates required fields.