

The Board of Supervisors met on 5/16/17 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty and Lauris Olson, with Chitty presiding; Sanders absent. (all audio of meetings available at storycountyia.gov).

**PERSONNEL ACTIONS:** 1) new hire in Treasurers Office, effective 5/16/17, for Jamie Cripps @ \$16.07/hr; 2) pay Adjustment, effective 5/28/17, in a) Attorney's Office for Heather Pritchard @ \$17.69/hr; b) P&D for Emily Zandt @ \$23.71/hr; c) Sheriff's Office for Levi Hansen @ \$2,601.77/bw; Travis Harrison @ \$2,141.82/bw; d) Veterans Affairs, effective 5/14/17, for Brett Mclain @ \$2,292.51/bw. Chitty moved, Olson seconded the approval of Personnel Actions as presented. Motion carried unanimously (MCU) on a roll call vote.

**CLAIMS:** 5/18/17 Claims of of \$1,662,144.84 (run date 5/12/17, 32 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from BooST School Ready Services (\$23,358.28), BooST Early Childhood Services (\$4,062.73), CIDTF (\$12,044.60), Emergency Management (\$1,907.31), E911 Surcharge (\$622.60), County Assessor (\$769.11), City Assessor (\$13,109.93), Case Management (\$148.29), and Holding-Seized Funds (\$10,428.00). Olson noted that \$800,000 of the claims total is a bond repayment. Olson moved, Chitty seconded the approval of the claims as presented. Roll call vote. (MCU)

Olson requested to pull items 11, 13 and 15 from the Consent Agenda for further discussion. Olson moved, Chitty seconded the approval of the remainder of the Consent Agenda as presented. Roll call vote. (MCU)

1. FY18 Provider And Program Participation Agreement with the Assault Care Center Extending Shelter & Support (ACCESS), effective 7/1/17-6/30/18
2. FY18 Provider and Program Participant Agreement with Heartland Senior Services, effective 7/1/17-6/30/18
3. FY18 Provider and Program Participation Agreement with Iowa Able Foundation, effective 7/1/17-6/30/18
4. FY18 Provider and Program Participation Agreement with Legal Aid Society of Story County, effective 7/1/17-6/30/18
5. FY18 Provider and Program Participation Agreement with University Community Child Care, effective 7/1/17-6/30/18
6. FY18 Provider and Program Participation Agreement with Center for Creative Justice, effective 7/1/17-6/30/18
7. FY18 Provider and Program Participation Agreement With ChildServe, effective 7/1/17-6/30/18
8. Contract between Tyler Technologies, Inc. and Information Technology for software maintenance, effective 6/8/17-6/7/18 for \$5,304.50
9. Acknowledgement of Sheriff's Office correction to the purchase of mobile data terminals for an additional \$7,500.00 (un-budgeted)
10. Quarterly Report: Treasurer
12. Lease agreement between Pitney Bowes and Story County Conservation for a DM125 digital mailing system, effective 9/20/17-9/19/2021, for \$60.72 a month
14. Resolution #17-104, Vacating part of South Ridge Right-of-Way (Repealing Resolution #17-38)
16. Road Closure Resolution: #17-44
17. Utility Permits: #17-107, #17-108, #17-109

Roll call vote. (MCU)

11. Contract between Sirius Computer Solutions, Inc. and Information Technology for software maintenance, effective 8/1/17-7/30/18, for \$5,284.70 – Olson noted a clerical error in the dates on the invoice that will need to be corrected.
13. Resolution #17-105, Lost Property – Olson provided additional information, stating the property listed on the resolution was from the Ames Police Department as part of its lost property reporting procedures.

Olson moved, Chitty seconded approval of items 11 and 13. Roll call vote. (MCU)

15. Ames Golf and Country Club Roof and Roof Extension Zoning Permit Application and Site Development Plan – Olson noted the required property owner acknowledgment was missing in the permit application packet. Olson moved, Chitty seconded approval of item 15 with the condition that property owner acknowledgement be included in the application. Roll call vote. (MCU)

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** Chitty noted the retirement of Craig Phares from Secondary Roads, and commented on future committee meeting schedules.

Olson moved, Chitty seconded to adjourn at 10:07 a.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Tentative Agenda-Limited Agenda  
5/16/17

1. CALL TO ORDER: 10:00 A.M.

2. PLEDGE OF ALLEGIANCE:

3. PUBLIC COMMENT #1:

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

4. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire in Treasurers Office effective 5/16/17 for Jamie Cripps @ \$16.07/hr; 2) pay adjustment effective 5/28/17 in a) Attorney's Office for Heather Pritchard @ \$17.69/hr; b) P&D for Emily Zandt @ \$23.71/hr; c) Sheriff's Office for Levi Hansen @ \$2,601.77/bw; Travis Harrison @ \$2,141.82/bw; d) Veterans Affairs effective 5/14/17 for Brett Mclain @ \$2,292.51/bw.

Department Submitting HR

5. CONSIDERATION OF CLAIMS:

I. 5/18/17 Claims

Department Submitting Auditor

Documents:

[CLAIMS 051817.PDF](#)

6. 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 FY 18 Provider And Program Participation Agreement With ACCESS Effective 7/1/17 - 6/30/18

ACCESS-Battering-Shelter (Not to exceed \$27,802)\$120/1 24 hour Period of Food and Shelter; Battering-Crisis Intervention(Not to exceed \$1,900)\$125/1 Staff Hour; Battering-Counseling and Support(Not to exceed \$19,500)\$133.24/1 Staff Hour; Battering-Court Watch(Not to exceed \$2,100)\$132.41/1 Staff Hour; Rape Relief-Crisis Intervention(Not to exceed \$1,625)\$145/1 Staff Hour; Rape Relief - Counseling and Support(Not to exceed \$3,000)\$124.02/1 Staff Hour; Public Education and Awareness (Not to exceed \$1,559)\$118/1 Staff Hour

Department Submitting Board of Supervisors

Documents:

[ACCESS FY 18 CONTRACT.PDF](#)

II. Consideration Of FY 18 Provider And Program Participant Agreement With Heartland Senior Services Effective 7/1/17 - 6/30/18

Heartland Senior Services - Adult Day Care(Not to exceed \$15,900)\$66.14/1 Client Day; Adult Day Care - Local Option(Not to exceed \$236.00)\$66.14/1 Client Day; Mobile Meals(Not to exceed \$30,000)\$9.61 1 Meal; Mobile Meals - Local Option(Not to exceed \$554)\$9.61/1 Meal; Service Coordination(Not to exceed \$44,000)\$90.72/1 Client Hour; Service Coordination - Local Option(Not to exceed \$689)\$90.72/1 Client Hour; Senior Food Program(Not to exceed \$1,646)\$11.27/1 Client Contact

Department Submitting Board of Supervisors

Documents:

[HEARTLAND SENIOR SERVICES FY 18 CONTRACT.PDF](#)

- III. Consideration Of FY 18 Provider And Program Participation Agreement With Iowa Able Foundation Effective 7/1/17 - 6/30/18  
Iowa Able Foundation - Budget/Credit Counseling(Not to exceed \$500)\$42.06/ 1 Client Contact

Department Submitting Board of Supervisors

Documents:

[IOWA ABLE FOUNDATION FY18 CONTRATC.PDF](#)

- IV. Consideration Of FY 18 Provider And Program Participation Agreement With Legal Aid Society Of Story County Effective 7/1/17 - 6/30/18  
Legal Aid Society of Story County - Legal Representation Civil(Not to exceed \$91,000) \$65.60/1 Staff Hour; Legal Representation Civil - Local Option(Not to exceed \$5,679) \$65.60/1 Staff Hour

Department Submitting Board of Supervisors

Documents:

[LEGAL AID SOCIETY OF STORY COUNTY FY18 CONTRACT.PDF](#)

- V. Consideration Of FY 18 Provider And Program Participation Agreement With University Community Child Care Effective 7/1/17 - 6/30/18  
University Community Child Care - Child Care - Infant(Not to exceed \$7,500)\$69.60/1 Full Day; Child Care - Children(Not to exceed \$6,800)\$57.83/1 Full Day; Child Care - Comfort Zone(Not to exceed \$600)\$379.44/1 Partial Day

Department Submitting Board of Supervisors

Documents:

[UNIVERSITY COMMUNITY CHILD CARE FY18 CONTRACT.PDF](#)

- VI. Consideration Of FY 18 Provider And Program Participation Agreement With Center For Creative Justice Effective 7/1/17 - 6/30/18  
Center for Creative Justice - Probation Supervision(Not to exceed \$31,741)\$64.04/1 Client Hour

Department Submitting Board of Supervisors

Documents:

[CENTER FOR CREATIVE JUSTICE FY 18 CONTRACT.PDF](#)

- VII. Consideration Of FY 18 Provider And Program Participation Agreement With ChildServe Effective 7/1/17 - 6/30/18

ChildServe - Child Care Infant (Not to exceed \$5,000)\$48.52/1 Full Day; Child Care - Children (Not to exceed \$4,500)\$40.66/1 Full Day

Department Submitting Board of Supervisors

Documents:

[CHILDSERVE FY 18 CONTRACT.PDF](#)

- VIII. Consideration Of Contract Between Tyler Technologies, Inc. And Information Technology For Software Maintenance, Effective 6/8/17-6/7/18 For \$5304.50

Department Submitting Information Technology

Documents:

[TYLERCIVISERVE.PDF](#)

- IX. Acknowledgement Of Sheriff's Office Correction To The Purchase Of Mobile Data Terminals For An Additional \$7,500 (Un-Budgeted)

Department Submitting Sheriff

Documents:

[MDT MEMO.PDF](#)

- X. Consideration Of Quarter Report - Treasurer

Department Submitting Auditor

Documents:

[QTR RPRT Q3.PDF](#)

- XI. Consideration Of Contract Between Sirius Computer Solutions, Inc. And Information Technology For Software Maintenance, Effective 08/01/17 - 07/30/18, For \$5284.70

Department Submitting Information Technology

Documents:

[SIRIUSCOMPUTERSOLUTIONS.PDF](#)

- XII. Consideration Of Lease Agreement Between Pitney Bowes And Story County

Conservation For A DM125 Digital Mailing System, Effective 9/20/17-9/19/2021, For \$60.72/Month

Department Submitting Conservation

Documents:

[PITNEY BOWES POSTAGE METER.PDF](#)

XIII. Consideration Of Resolution #17-105, Lost Property

Department Submitting Auditor

Documents:

[RES17105.PDF](#)

XIV. Consideration Of Resolution #17-104, Vacating Part Of South Ridge Right Of Way (Repealing Resolution 17-38)

Department Submitting Planning and Development

Documents:

[STAFF MEMO.PDF](#)  
[REVISED RESOLUTION 17 104.PDF](#)

XV. Consideration Of Ames Golf And Country Club Roof And Roof Extension Zoning Permit Application And Site Development Plan

Department Submitting Planning and Development

Documents:

[PLANNING STAFF MEMO AGCC ROOF EXTENSION.PDF](#)  
[AGCC APPLICATION AND SITE PLAN.PDF](#)

XVI. Consideration Of Road Closure Resolution(S): #17-44

Department Submitting Engineer

Documents:

[RC 17 44.PDF](#)

XVII. Consideration Of Utility Permit(S): #17-107, #17-108, #17-109

Department Submitting Engineer

Documents:

[UT 17 107.PDF](#)

[UT 17 109.PDF](#)

[UT 17 108.PDF](#)

7. PUBLIC FORUM #2:

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

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

9. 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.



APR 27 2017

**Story County  
Provider and Program Participation Agreement**

**STORY COUNTY  
BOARD OF SUPERVISORS**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2017 is by and between **Story County** and **ACCESS** (Provider).

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

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

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

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

**SECTION 1  
Definitions**

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

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

**SECTION 2  
Duties of Provider**

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

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

**SECTION 3**  
**Claims Submission and Payment**

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

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

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

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

**SECTION 4**  
**Relationship Between the Parties**

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

**SECTION 5**  
**Hold Harmless, Indemnification and Liability Insurance**

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

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

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when

applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8** **Amendments**

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

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

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

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building, 900 6<sup>th</sup> Street  
Nevada, Iowa 50201  
Attention: Deb Schildroth

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

ACCESS  
Box 1429  
AMES, IA 50014  
Attention: LINDA MULNDEN

**Section 9.10 Laws.** This contract is governed by the laws of the State of Iowa with venue in Story County District Court.

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

**COUNTY:**

**PROVIDER:**

**ACCESS**

By: Mae Kelly

By: Angie Schreck

Print Name: MARION COUNTY

Print Name: ANGIE SCHRECK

Print Title: Story County Board of Supervisors

Print Title: EXECUTIVE DIRECTOR

Date: 5/16/17

Date: 4/25/17

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2018**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Battering-Shelter Not to Exceed \$27,802	1 24 Hour Period of Food and Shelter	\$120.00
Battering-Crisis Intervention Not to Exceed \$1,900	1 Staff Hour	\$125.00
Battering-Counseling and Support Not to Exceed \$19,500	1 Staff Hour	\$133.24
Battering-Court Watch Not to Exceed \$2,100	1 Staff Hour	\$132.41
Rape Relief – Crisis Intervention Not to Exceed \$1,625	1 Staff Hour	\$145.00
Rape Relief – Counseling and Support Not to Exceed \$3,000	1 Staff Hour	\$124.02
Public Education and Awareness Not to Exceed \$1,559	1 Staff Hour	\$118.00

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

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2017 is by and between **Story County** and **Heartland Senior Services** (Provider).

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

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

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

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

**SECTION 1**  
**Definitions**

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

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

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

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

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

**SECTION 3**  
**Claims Submission and Payment**

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

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

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

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

**SECTION 4**  
**Relationship Between the Parties**

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

**SECTION 5**  
**Hold Harmless, Indemnification and Liability Insurance**

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

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

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when

applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8** **Amendments**

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

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

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

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building, 900 6<sup>th</sup> Street  
Nevada, Iowa 50201  
Attention: Deb Schildroth

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

Heartland Senior Services  
205 S. Walnut Ave.  
Ames, IA 50010  
  
Attention: Susan Peterson

**Section 9.10 Laws.** This contract is governed by the laws of the State of Iowa with venue in Story County District Court.

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

COUNTY:

PROVIDER:

Heartland Senior Services

By: Walt Kidding

By: Nancy Carroll

Print Name: Marston County

Print Name: NANCY CARROLL

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 5-16-17

Date: April 24, 2017

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2018**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Adult Day Care Not to Exceed \$15,900	1 Client Day	\$66.14
Adult Day Care – Local Option Not to Exceed \$236.00	1 Client Day	\$66.14
Mobile Meals Not to Exceed \$30,000	1 Meal	\$9.61
Mobile Meals – Local Option Not to Exceed \$554.00	1 Meal	\$9.61
Service Coordination Not to Exceed \$44,000	1 Client Hour	\$90.72
Service Coordination – Local Option Not to Exceed \$689.00	1 Client Hour	\$90.72
Senior Food Program Not to Exceed \$1,646	1 Client Contact	\$11.27

# Story County Provider and Program Participation Agreement

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2017 is by and between **Story County** and **Iowa Able Foundation** (Provider).

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

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

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

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

## **SECTION 1** **Definitions**

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

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

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

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

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

**SECTION 3**  
**Claims Submission and Payment**

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

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

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

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

**SECTION 4**  
**Relationship Between the Parties**

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

**SECTION 5**  
**Hold Harmless, Indemnification and Liability Insurance**

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

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

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when

applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8** **Amendments**

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

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

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

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building, 900 6<sup>th</sup> Street  
Nevada, Iowa 50201  
Attention: Deb Schildroth

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

Iowa Able Foundation  
130 S. Sheldon Ave.  
Ames, IA 50010  
Attention: Jill Crosser

**Section 9.10 Laws.** This contract is governed by the laws of the State of Iowa with venue in Story County District Court.

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

**COUNTY:**

By: *Mitchell*

Print Name: *STORY COUNTY*

Print Title: Story County Board of Supervisors

Date: *5-16-17*

**PROVIDER:**

**Iowa Able Foundation**

By: *Jill Crosser*

Print Name: *Jill Crosser*

Print Title: *Executive Director*

Date: *4/26/17*

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2018**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Budget/Credit Counseling Not to Exceed \$500.00	1 Client Contact	\$42.06

RECEIVED

APR 26 2017

**Story County  
Provider and Program Participation Agreement**

STORY COUNTY  
BOARD OF SUPERVISORS

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2017 is by and between **Story County** and **Legal Aid Society of Story County** (Provider).

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

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

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

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

**SECTION 1  
Definitions**

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

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

**SECTION 2  
Duties of Provider**

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

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

**SECTION 3**  
**Claims Submission and Payment**

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

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

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

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

**SECTION 4**  
**Relationship Between the Parties**

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

**SECTION 5**  
**Hold Harmless, Indemnification and Liability Insurance**

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

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

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when

applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8** **Amendments**

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

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

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

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building, 900 6<sup>th</sup> Street  
Nevada, Iowa 50201  
Attention: Deb Schildroth

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

Legal Aid Society of Story County  
937 6<sup>th</sup> Street, Suite 101  
Nevada, IA 50201  
Attention: Carin M. Frakes

**Section 9.10 Laws.** This contract is governed by the laws of the State of Iowa with venue in Story County District Court.

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

**COUNTY:**

**PROVIDER:**

Legal Aid Society of Story County

By: Matt Kelly

By: Carin M. Forbes

Print Name: Matt Kelly

Print Name: Carin M. Forbes

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 5-16-17

Date: 4/24/2017

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2018**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Legal Representation Civil Not to Exceed \$91,000	1 Staff Hour	\$65.60
Legal Representation Civil Local Option Not to Exceed \$5,679	1 Staff Hour	\$65.60

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2017 is by and between **Story County** and **University Community Child Care** (Provider).

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

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

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

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

**SECTION 1  
Definitions**

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

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

**SECTION 2  
Duties of Provider**

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

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

### **SECTION 3**

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

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

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

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

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

### **SECTION 4**

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

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

### **SECTION 5**

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

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

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

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when

applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8** **Amendments**

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

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

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

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building, 900 6<sup>th</sup> Street  
Nevada, Iowa 50201  
Attention: Deb Schildroth

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

UNIVERSITY COMMUNITY CHILDCARE  
2623 Bruner Drive  
Ames, IA 50010

Attention: Penny Pepper

**Section 9.10 Laws.** This contract is governed by the laws of the State of Iowa with venue in Story County District Court.

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

**COUNTY:**

**PROVIDER:**

University Community Child Care

By: 

By: 

Print Name: MARTIN CHITT

Print Name: Penny Pepper

Print Title: Story County Board of Supervisors

Print Title: Exec. Director

Date: 5-16-17

Date: 4/24/17

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2018**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Care - Infant Not to Exceed \$7,500	1 Full Day	\$69.50
Child Care - Children Not to Exceed \$6,800	1 Full Day	\$57.83
Child Care – Comfort Zone Not to Exceed \$600.00	1 Partial Day	\$379.44

RECEIVED

MAY 05 2017

Story County  
**Provider and Program Participation Agreement** STORY COUNTY  
BOARD OF SUPERVISORS

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2017 is by and between **Story County** and **Center for Creative Justice** (Provider).

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

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

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

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

**SECTION 1**  
**Definitions**

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

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

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

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

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

**SECTION 3**  
**Claims Submission and Payment**

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

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

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

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

**SECTION 4**  
**Relationship Between the Parties**

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

**SECTION 5**  
**Hold Harmless, Indemnification and Liability Insurance**

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

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

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when

applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

**Section 6.5 Confidentiality of Records.** Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8** **Amendments**

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

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

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

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building, 900 6<sup>th</sup> Street  
Nevada, Iowa 50201  
Attention: Deb Schildroth

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

Center for Creative Justice  
210 Lynn Ave.  
Ames, IA 50014  
Attention: Craig Evans

**Section 9.10 Laws.** This contract is governed by the laws of the State of Iowa with venue in Story County District Court.

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

**COUNTY:**

**PROVIDER:**

By: Matt Kelly

By: Craig Evans

Print Name: Matthew Kelly

Print Name: Craig Evans

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 5-16-17

Date: 5-2-17

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2018**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Probation Supervision Not to Exceed \$31,741	1 Client Hour	\$64.04

RECEIVED

MAY 08 2017

STORY COUNTY  
BOARD OF SUPERVISORS

Story County  
Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2017 is by and between **Story County** and **ChildServe** (Provider).

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

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

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

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

**SECTION 1**  
**Definitions**

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

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

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

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

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

**SECTION 3**  
**Claims Submission and Payment**

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

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

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

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

**SECTION 4**  
**Relationship Between the Parties**

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

**SECTION 5**  
**Hold Harmless, Indemnification and Liability Insurance**

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

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

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when

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

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

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

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

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

## **SECTION 8** **Amendments**

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

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

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

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building, 900 6<sup>th</sup> Street  
Nevada, Iowa 50201  
Attention: Deb Schildroth

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

ChildServe  
1915 Philadelphia St.  
Ames, IA 50010  
  
Attention: Rachelle Flory

**Section 9.10 Laws.** This contract is governed by the laws of the State of Iowa with venue in Story County District Court.

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

**COUNTY:**

By: M. H. Kelly

Print Name: MARTIN COUNTY

Print Title: Story County Board of Supervisors

Date: 5-16-17

**PROVIDER:**

**ChildServe**

By: Melody Brunns

Print Name: Melody Brunns

Print Title: Director of Community Services

Date: 5/3/17

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2018**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Care - Infant Not to Exceed \$5,000	1 Full Day	\$48.52
Child Care - Children Not to Exceed \$4,500	1 Full Day	\$40.66



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

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
020-13985	05/01/2017	1 of 1

**Empowering people who serve the public®**

**Questions:**

Tyler Technologies - Courts & Justice  
 Phone: 1-800-772-2260 Press 2, then 3  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com



Bill To: Story County Sheriff's Office  
 900 6th St  
 Nevada, IA 50201

Ship To: Story County Sheriff's Office  
 900 6th St  
 Nevada, IA 50201

<b>Customer No.</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
44700	5593		USD	NET30	05/31/2017

Date	Description	Units	Rate	Extended Price
Contract No.: Story Coun	CivilServe Annual Support	1	5,304.50	5,304.50

Maintenance: Start: 08/Jun/2017, End: 07/Jun/2018

**APPROVED** **DENIED**  
 Board Member Initials: MPC  
 Meeting Date: 5-16-17  
 Follow-up action: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

<b>Subtotal</b>	5,304.50
<b>Sales Tax</b>	0.00
<b>Invoice Total</b>	5,304.50





# Sheriff's Office

Story County

PAUL H. FITZGERALD, Sheriff



Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • P.O. Box 265 • Nevada, Iowa 50201

To: Board of Supervisors  
 Rick Sanders, Chairperson  
 Martin Chitty  
 Lauris Olson

From: Sheriff Paul H. Fitzgerald *Fitz*

Date: May 8, 2017

Reference: Purchases over \$5,000 (unbudgeted)

.....

On the April 25, 2017 consent agenda, I placed an acknowledgement for the unbudgeted purchase of 25 Mobile Data Terminals (MDTs) in the amount of \$57,500.

When the order was placed, a discrepancy was noticed on the item quoted; the items were listed as tablets, not laptops. A new quote was given with the correction, and the price will be an additional \$7,500. This makes the total purchase \$65,000.

**APPROVED**      **DENIED**

Board Member Initials: MRC

Meeting Date: 5-16-17

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

\_\_\_\_\_

\_\_\_\_\_



**Story County Treasurer's Office**  
**Renee M. Twedt, Treasurer**

P.O. Box 498  
Nevada, IA 50201  
Phone 515-382-7330  
Fax 515-382-7336  
storycountyia.gov/treasurer  
treasurer@storycountyia.gov

---

**Treasurer's Quarterly Report**

---

FY2017-Q3  
April 27, 2017

Prepared by:

- Renee Twedt, Treasurer
- Ardis A Baldwin, Finance Deputy
- Lori McDonald, Operations Deputy

**APPROVED** **DENIED**  
Board Member Initials: WPC  
Meeting Date: 5-16-17  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Narrative**

Finance Deputy –Ardis A Baldwin

**January 2017**

**Tax Collections:** January is usually an uneventful month as far as tax collections go. We continue to have mail to process each day, although not in great amounts. We also had some of our office staff participate in the Health Screening.

**February 2017**

**Tax Collections:** We sent out delinquent notices, which brought in some tax collections

**March 2017**

**Tax Collections:** March is a big month for tax collections and the online website continues to bring in a lot of our collections. This is the month that we received money from the state for Homestead, Rollback Replacement and Business Property Tax Credit. This is the highest March collections we have had in the past 3 years at over \$53M.

Operations Deputy –Lori McDonald

Dorothy Lewis, our boss, friend and mentor for 41 + years was called home on Thursday, March 2<sup>nd</sup>. She will be greatly missed! We want to thank everybody for the patience and understanding we received through this difficult time. I, Lori McDonald accepted the position as Operations Deputy. Our office has been busy with customers and lots of title mail. We strive to maintain the most friendly, helpful and professional staff to provide exceptional service to our customers and dealers.

**Data / Tables / Statistics**

**Cash and Investments**

**Invested Funds Summary**

Type	As of 01/31/2017		As of 02/28/2017		As of 03/31/2017	
	Amount	Percentage	Amount	Percentage	Amount	Percentage
Cash & Bank Accounts	\$18,155,813.03	62.00%	\$20,703,076.01	65.04%	\$68,629,214.97	86.07%
Iowa Public Agency Investment Trust	\$5,979.37	0.02%	\$5,979.37	0.02%	\$5,983.24	0.01%
Certificates of Deposit	\$11,119,814.34	37.98%	\$11,119,814.34	34.94%	\$11,097,392.35	13.92%
<b>Totals</b>	<b>\$29,281,606.74</b>	<b>100.00%</b>	<b>\$31,828,869.72</b>	<b>100.00%</b>	<b>\$79,732,590.56</b>	<b>100.00%</b>

**Investments Maturing in Q3**

**Matured CD's -January**      **Matured rate**  
None

**Matured CD's-February**  
South Story Bank      1.20%

**Matured CD's-March**  
Exchange State Bank      1.10%  
Exchange State Bank      1.10%

Tax Collections	
January Total Tax Collections	\$975,180.37
February Total Tax Collections	\$4,478,659.17
March Total Tax Collections	\$53,364,925.64
<b>Quarterly Total</b>	<b>\$58,818,765.18</b>

LISTING OF CERTIFICATES OF DEPOSIT & OTHER INVESTMENTS  
Story County Treasurer- as of March 31, 2017

Total \$11,097,392.35

Purchase Date	Maturity Date	Purchase Amount	Cash in Amount	Interest Rate	Term	Certificate Number	Bank	Ann Anticip Interest	Interest Received	Notes
5/2/2012		\$3,557,560.85	\$75,000.00				National Financial Serv		\$24,320.38	
2/28/2012		\$60,175.35					Drainage Certs			
2/28/2015	2/29/2016	\$519,844.13	\$519,844.13	0.95%	365	20042	South Story Bank	\$4,938.52	\$4,074.22	Renewed/Now 21012
3/5/2015	3/5/2016	\$500,000.00	\$500,000.00	0.50%	365	516991	Exchange State Bank	\$2,500.00	\$2,506.85	Renewed CD
3/6/2015	3/4/2016	\$500,000.00	\$500,000.00	0.50%	364	516992	Exchange State Bank	\$2,493.15	\$2,493.15	Renewed CD
3/12/2015	9/12/2016	\$500,000.00	\$500,000.00	0.45%	547	59009004	Vision Bank	\$3,371.92	\$3,386.12	Renewed CD
6/22/2015	6/22/2016	\$1,033,905.27	\$1,033,905.27	0.75%	365	20196	South Story Bank	\$7,754.29		Renewed CD
6/26/2015	6/26/2016	\$511,092.27	\$511,092.27	0.85%	365	20868	South Story Bank	\$4,344.28		Renewed CD
9/15/2015	9/15/2016	\$500,000.00	\$500,000.00	1.00%	365	7877	Maxwell State Bank	\$5,000.00	\$3,008.21	
10/21/2015	10/21/2016	\$514,689.66	\$514,689.66	0.95%	365	20450	South Story Bank	\$4,889.55	\$4,868.14	
10/21/2015	10/21/2016	\$514,689.66	\$514,689.66	0.95%	365	20450	South Story Bank	\$4,889.55	\$4,868.14	
12/24/2015	12/30/2016	\$515,185.94	\$515,185.94	1.00%	365	20511	South Story Bank	\$5,151.86	\$5,127.38	Renewed CD
12/30/2015	12/30/2016	\$505,278.24	\$505,278.24	1.05%	365	20956	South Story Bank	\$5,305.42	\$5,278.24	Renewed CD
12/31/2015	12/31/2016	\$512,632.61	\$512,632.61	1.00%	365	20519	South Story Bank	\$5,126.33	\$2,557.36	
2/29/2016	2/28/2017	\$525,055.57	\$525,055.57	1.00%	365	21012	South Story Bank	\$5,250.56	\$5,211.44	Renewed
3/4/2016	3/3/2017	\$500,000.00	\$500,000.00	1.00%	364	516992	Exchange State Bank	\$4,986.30	\$4,986.30	Renewed
3/5/2016	3/5/2017	\$500,000.00	\$500,000.00	1.00%	365	516991	Exchange State Bank	\$5,000.00	\$5,000.00	Renewed
6/7/2016	6/7/2017	\$1,000,000.00		1.00%	365		IPAIT	\$10,000.00		
6/22/2016	6/22/2017	\$1,040,360.80		1.25%	365	20196	South Story Bank	\$13,004.51	\$6,455.53	Semi Annual
6/26/2016	6/26/2017	\$514,295.35		1.10%	365	20868	South Story Bank	\$6,428.69	\$3,203.08	Semi Annual
9/12/2016	9/12/2017	\$500,000.00		1.10%	365	59016353	Vision Bank	\$5,500.00		
9/15/2016	9/15/2017	\$500,000.00		1.00%	365	7877	Maxwell State Bank	\$5,000.00		
10/21/2016	10/21/2017	\$500,000.00		1.00%	365	20450	South Story Bank	\$5,000.00		
10/21/2016	10/21/2017	\$500,000.00		1.00%	365	20451	South Story Bank	\$5,000.00		
12/24/2016	12/24/2017	\$500,000.00		1.15%	365	20511	South Story Bank	\$5,750.00		
12/30/2016	12/30/2017	\$500,000.00		1.20%	365	20956	South Story Bank	\$6,000.00		
12/31/2016	12/31/2017	\$500,000.00		1.15%	365	20519	South Story Bank	\$5,750.00		
2/28/2017	2/28/2018	\$500,000.00		1.20%	365	21012	South Story Bank	\$6,000.00		
3/3/2017	3/2/2018	\$500,000.00		1.10%	364	216992	Exchange State Bank	\$5,484.93		
3/5/2017	3/5/2018	\$500,000.00		1.10%	365	216991	Exchange State Bank	\$5,500.00		
		\$19,324,765.70	\$8,227,373.35							

# Motor Vehicle Statistics

	Title Transfers	Registration Renewals	CC/DOR Debt Revenue	Revenue Generated	Total Revenue	Expenses	Net to County General Fund
Jan-17	1,541	8,476	\$10.00	\$61,048.34	\$61,058.34	\$20,189.43	\$40,868.91
Feb-17	1,550	7,952	\$10.00	\$53,373.17	\$53,783.17	\$22,209.23	\$31,573.94
Mar-17	1,908	9,441	\$15.00	\$54,567.78	\$54,582.78	\$20,472.83	\$34,109.95
<b>Totals</b>	<b>4,999</b>	<b>25,869</b>	<b>\$35.00</b>	<b>\$168,989.29</b>	<b>\$169,424.29</b>	<b>\$62,871.49</b>	<b>\$106,552.80</b>

# In Office Payment Statistics

Jan-Mar 2017			Totals
Receipt Type	Receipts Debit & Credit		
Tax	50		\$39,852.68
Vehicle	1640		\$315,663.07
Misc	11		\$1,518.76
<b>Total Receipts</b>	<b>637</b>	<b>0</b>	<b>\$357,034.51</b>

### MONTHLY WEB STATS

DATE	#MV CUST RENEW	#MV REGISTRATION FEES	ORGAN DONOR	SERVICE FEES	TOTAL MV & FEES	#TAX CUST	#TAX PARCEL	TAX PAID	SERVICE FEES	TOTAL TAX & FEES	TOTAL CUST	TOTAL TO COUNTY	TOTAL SERVICE FEES
Jan-17	1141	1662	\$248,482.50	\$90.00	\$2,953.88	138	156	\$74,817.36	\$108.48	\$74,925.84	1279	\$323,389.86	\$324,668.86
Feb-17	1129	1607	\$236,929.50	\$103.00	\$2,682.28	361	450	\$738,546.97	\$1,028.12	\$739,575.09	1490	\$975,579.47	\$977,069.47
Mar-17	1212	1812	\$258,414.00	\$93.50	\$2,759.83	1546	13875	\$22,237,837.49	\$10,114.93	\$22,247,952.42	2758	\$22,496,344.99	\$22,499,102.99
<b>Total</b>	<b>3482</b>	<b>5081</b>	<b>\$743,826.00</b>	<b>\$286.50</b>	<b>\$8,395.99</b>	<b>\$2,045.00</b>	<b>\$14,481.00</b>	<b>\$23,051,201.82</b>	<b>\$11,251.53</b>	<b>\$23,062,453.35</b>	<b>5527</b>	<b>\$23,795,314.32</b>	<b>\$23,800,841.32</b>

Sign Envelope ID: E1EE8CD9-863A-4C20-B51D-6E7DCE1BD071



**STORY COUNTY INFORMATION TECHNOLOGY**  
900 Sixth Street  
Nevada, IA 50201

Sirius Computer Solutions, Inc  
10100 Reunion Place, Suite 5  
San Antonio, TX 78216  
www.siriuscom.com

Quote Date: 05/09/17  
Expires: 06/30/2017  
IBM SVCS - 1 Yr Ppd Rowl Maint Contract #ATBHDJ  
Proposal #: PR175245.1

Client Executive:  
Laura Principato  
Phone: (515) 246-4139  
Email:  
laura.principato@siriuscom.cc

Description	Machine	Model	Serial Num	Line Start	Line End	Service Level	Ext. Sale Price
POWER 520	8203	E4A	0000E5E15	08/01/2017	07/31/2018	24X7	\$1,829.13
SWMA DB2 WBOXY EXP1	8203	E4A	0000E5E15	08/01/2017	07/31/2018	24X7	\$1,797.59
SWMA IBM I	8203	E4A	0000E5E15	08/01/2017	07/31/2018	24X7	\$1,594.99
SWMA PWRVM STD ED	8203	E4A	0000E5E15	08/01/2017	07/31/2018	24X7	\$62.99
<b>Subtotal: \$5,284.70</b>							
<b>Shipping and Handling: \$0.00</b>							
<b>Total: \$5,284.70</b>							

IBM Prepaid Maintenance Contract: ATBHDJ  
Contract Term: 08/01/2017-07/31/2018  
R2O/Q2C#: 8310291/120486050-1  
Opp ID#: 2016-11-16-194  
Prepared By: S Rossman

Unless otherwise noted, the price stated herein does not include applicable taxes, which may be added at the time of invoice. The price stated above for shipping and handling is subject to change in the event Customer requests expedited shipping, whether such request is made before or after acceptance of this Purchase Authorization by Customer.



## PURCHASE AUTHORIZATION

---

This proposal is valid if ordered on or before 06/30/2017.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and STORY COUNTY INFORMATION TECHNOLOGY. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of STORY COUNTY INFORMATION TECHNOLOGY or any party within STORY COUNTY INFORMATION TECHNOLOGY who is not privileged to receive such information, unless required by law.

Your contract number(s), currently on file, is as follows:

Agreement Type: Customer Agreement  
Agreement Number: 29427-CA

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of STORY COUNTY INFORMATION TECHNOLOGY will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Accepted by: Board of Supervisors  
STORY COUNTY INFORMATION TECHNOLOGY

Matt Kelly - VC  
Signature of Authorized Representative

Rick Sanders  
Printed Name

Chair, Board of Supervisors  
Title of Authorized Representative

5-10-17  
Date Signed

Ship to Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ship to contact(Name,Phone and Email) :  
\_\_\_\_\_  
\_\_\_\_\_

Approved by:  
Sirius Computer Solutions, Inc.

DocuSigned by:  
Bonnie M. Cerrito  
7B515135665E4DE...  
Signature of Authorized Representative

Bonnie M. Cerrito  
Printed Name

Bonnie M. Cerrito - SVP-Contracts & Financial  
Title of Authorized Representative

5/9/2017 | 15:17 CDT  
Date Signed

Bill to Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bill to contact(Name,Phone and Email) :  
\_\_\_\_\_  
\_\_\_\_\_





**Your Payment Plan**

<b>Initial Term:</b> 48 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
48	\$ 60.72	\$ 182.16

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ( ) Tax Exempt Certificate Attached
- ( ) Tax Exempt Certificate Not Required
- ( ) Purchase Power® transaction fees included
- (X) Purchase Power® transaction fees extra

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at [www.pb.com/states](http://www.pb.com/states) and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

WSCA/NASPO ADSPO11-00000411-7; WSCA 4228  
 State/Entity's Contract #

\_\_\_\_\_  
 Lessee Signature  
 Michael Cox  
 Print Name  
 Conservation Director  
 Title  
 May 10, 2017  
 Date  
 Conservation@storycountyjowa.gov  
 Email Address

\_\_\_\_\_  
 Pitney Bowes Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

**Sales Information**

Kathryn Gunther  
 Account Rep Name  
 kathryn.gunther@pb.com  
 Email Address

**APPROVED** **DENIED**  
 Board Member Initials: MCC  
 Meeting Date: 5-16-17  
 Follow-up action: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

RESOLUTION # 17-105

RESOLUTION

WHEREAS, the County Auditor has received the affidavit from the finder of lost property pursuant to Iowa Code §556F.7 (2007); and

WHEREAS, notice of said lost property has been posted and/or published pursuant to Iowa Code §556F.7 (2007), and the record of said posting and/or publication has been filed with the County Auditor pursuant to Iowa Code §556F.9 (2007); and

WHEREAS, Iowa Code §556F.10 (2007) requires that “the affidavits provided for in section 556F.9 shall be entered by the auditor in the proceedings of the board of supervisors and the same shall be published with the proceedings of said board”; and

NOW, THEREFORE, the Board of Supervisors of Story County authorize the County Auditor to enter said affidavits in these proceedings and do authorize the County Auditor to enter said affidavits in the minutes and to publish record of said affidavits in said minutes.

FURTHER, The Auditor is directed to take any and all further action reasonably necessary concerning this matter to comply with Iowa Code §556F (2007).

  
\_\_\_\_\_  
Chair, Board of Supervisors

  
\_\_\_\_\_  
Attest, County Auditor



## Story County Planning and Development

Administration Building

900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 [www.storycountyiowa.gov](http://www.storycountyiowa.gov)

### MEMORANDUM

---

**Date:** May 16, 2017

**TO:** Story County Board of Supervisors  
**FROM:** Jerry Moore, Planning and Development Director  
**RE:** Partial South Ridge Road Right-of-way vacation – Revised Resolution with correct names and includes all benefiting property owners

The Story County Board of Supervisors approved the partial South Ridge right-of-way vacation at their December 6, 2016 meeting. The partial right-of-way vacation assisted Lloyd A and Jacki Rae Harris to meet the front yard setback requirement for their existing dwelling located at 6625 South Ridge. The dwelling was constructed in 2002 and had been noncompliant with the setback requirements since that time.

Resolution #17-38 approving the right-of-way vacation did not adequately identify Mr. Harris' full name nor did it include his spouse's name. The Story County Assessor's Department cannot adjoin the three parcels (vacated right-of-way parcel, parcel containing the dwelling, and an additional parcel divided to assist the Harris' to meet the side yard setback) because all three tax parcels do not contain the same property owner information. Resolution #17-104 repeals resolution #17-38 and correctly identifies Mr. Harris' full name and adds his spouse as the benefactors of the partial vacated right-of-way.

**DO NOT WRITE IN THE SPACE ABOVE. RESERVED FOR RECORDER**

Prepared by Jerry Moore Story County Planning & Development, 900 6<sup>th</sup> St., Nevada, Iowa 50201 515-382-7245  
Return to Planning & Development, Nevada, Iowa 50201 515-382-7245

**RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA  
REPEALING RESOLUTION NUMBER 17-38 AND ACTING ON REVISED RESOLUTION  
NUMBER 17-104  
ACTION ON PARTIAL STREET RIGHT-OF-WAY VACATON OF SOUTH  
RIDGE ON THE 16TH DAY OF MAY, 2017**

WHEREAS, the Story County Land Development Regulations 87.10 (2) indicates the County may vacate part of an official plat that had been conveyed to the County or dedicated to the public which is deemed by the governing body to be of no benefit to the public; and

WHEREAS, Story County Land Development Regulations 87.10 (2) (A) indicates the County shall follow the process outlined in Section 354.23 of the Code of Iowa, as amended when vacating part of an official plat that had been conveyed to the County or dedicated to the public; and

AND WHEREAS, Section 354.23 of the Code of Iowa provides the option for the County to vacate part of the street right-of-way by resolution following a public hearing and recording of the resolution;

AND WHEREAS, the name of the property owner benefiting from the partial vacated right-of-way in Resolution # 17-38 was incorrectly identified and all of the names benefiting from the partial vacated right-of-way were not identified;

AND WHEREAS, property owners Lloyd A. & Jacki Rae Harris, 6625 South Ridge, Steve Crow, 6600 South Ridge and Ken Swan, 5677 South Swing; all residing and owning property along South Ridge submitted a written agreement to the County on October 19, 2016 identifying the area of the South Ridge street right-of-way they supported to be vacated;

AND WHEREAS, all above identified property owners agree the partial street right-of-way of South Ridge identified in the legal description in attachment A should be vacated to Lloyd A & Jacki Rae Harris, 6625 South Ridge;

AND WHEREAS, the drawing identifying the partial street right-of-way of South Ridge to be vacated is located in attachment B;

AND WHEREAS, the Story County Planning and Zoning Commission recommended approval of the partial street right-of-way vacation of South Ridge at their meeting on November 2, 2016;

AND WHEREAS, the Story County Board of Supervisors approved the first consideration of the partial street right-of-way vacation of South Ridge at their meeting on November 15, 2016 and the second consideration at their December 6, 2016 meeting;

NOW, THEREFORE, BE IT RESOLVED that the proposed partial street right-of-way vacation of South Ridge identified here in with resolution #17-104 be approved.

Dated this 16<sup>th</sup> day of May, 2017.

Murray  
Board of Supervisors  
Story County, Iowa

Hoff  
County Auditor  
Story County, Iowa

Moved by: Olson  
Seconded by: Chitty  
Voting Aye: Olson, Chitty

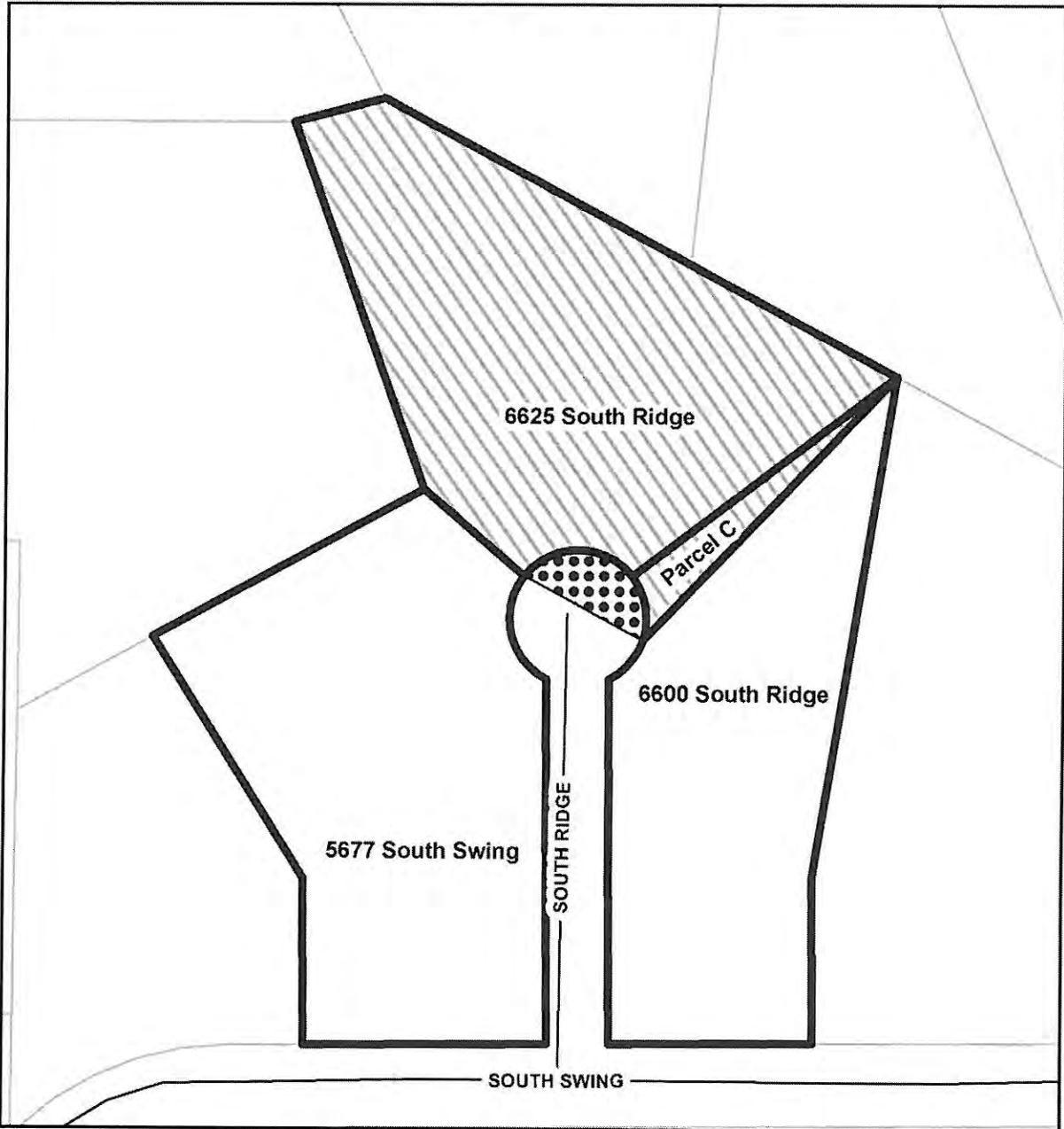
Voting Nay: \_\_\_\_\_  
Absent: Sanders

### **Attachment A**

That part of the north right-of-way of South Ridge in the Auditor's Plat of Resubdivision of the Wood Subdivision bounded on the north by the southerly lines of Lot 16 and of Parcel "C" of Lot 15 as recorded on Slide 295, Page 1 in the Office of the Story County Recorder and on the south by a line drawn between the SW corner of Lot 16 and the south corner of Parcel "C" of Lot 15, Story County, Iowa.

Attachment B

Proposed South Ridge Vacation



0 0.01 0.02 0.04 Miles

-  Properties impacted
-  Properties to be adjoined
-  Proposed area to be vacated by County



**Story County Planning and Development**  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201  
Ph. 515-382-7245 [www.storycountyiowa.gov](http://www.storycountyiowa.gov)

**MEMORANDUM**

**Date:** May 16, 2017

**TO:** Story County Board of Supervisors  
**FROM:** Emily Zandt, Planning and Development Department  
**RE:** Zoning Permit and Site Development Plan for the proposed 20'x 24' (480 square feet) roof canopy/overhang extension as a part of a new roof system for the Ames Golf and Country Club Clubhouse, located at 5752 George Washington Carver Avenue, Ames.

The Ames Golf and Country Club (AGCC) is building a new roof system for the clubhouse located at 5752 George Washington Carver Avenue, Ames. The existing flat roof has been leaking and needs to be replaced. With this renovation, they are proposing to construct an extension of the roof for a canopy/overhang to provide a covered drop-off area for the existing entrance. The proposed overhang will extend over the existing pavement and will be supported by two (2) 3' x 3' pillars. The overall height of the overhang will be 24 feet at the peak. The overall height of the building with the new roof system will be 28 feet from grade to peak.

The AGCC was a permitted use in the early 1970's. The zoning permit was issued September 6, 1973 for the clubhouse and maintenance buildings. In August of 2016, a Conditional Use Permit was issued to AGCC to bring the use into compliance with Story County's current zoning regulations. Zoning permits were also obtained for a new maintenance building along 190<sup>th</sup> Street and a new golf cart storage building east of the clubhouse.

Based on the Site Development Plan and Zoning Permit application, Planning and Development staff recommends the Board of Supervisors approve the Zoning Permit Application and Site Development Plan for the new roof canopy/overhang extension and roof system.

**APPROVED** **DENIED**  
Board Member Initials: MLW  
Meeting Date: 5-16-17  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#8573

enclosing  
site plan

**Applicant**

If the Applicant is not the Property Owner, please attach consent and authority of the \_\_\_\_\_ y on their behalf.

(Last Name) Bella Homes (First Name) Chris Gardner  
(Address) 506 E. 1st St (City) Huxley (State) IA (Zip) 50124  
(Phone) 515-401-8615 (Email) bellahomes@luxcomm.net

(Property Address) 5752 Geary Washington Curve (Parcel ID Numbers) 05-21-100-110

- ZONING**  
Type of Structure/Use: Club House  
Dimensions: 113 x 80-6  
Height: 12'1" height - 28' overall
- Home Business**  
Business Name: \_\_\_\_\_
- Sign**  
Dimensions: \_\_\_\_\_  
Height: \_\_\_\_\_
- Non-Commercial  Commercial/Industrial
- Filing Fee: See Valuation Sheet
- Site Plan showing proposed building in relation to property and setbacks thereof, as well as conformance to all section of Chapter 88 of the Story County Code of Ordinances
- Blue Prints/Construction Drawings
- Digital copy of all materials
- Filing Fee: \$50
- Site Plan showing business layout on property as well as conformance to all section of Chapter 88 of the Story County Code of Ordinances
- Written narrative explaining proposed home business and conformance to the standards for approval in Section 89.01(1) of the Story County Code of Ordinances
- Digital copy of all materials
- Filing Fee: \$50
- Site Plan showing proposed sign in relation to property and setbacks thereof
- Sketch/drawing of proposed sign showing height and dimensions
- Digital copy of all materials

**Property Wastewater Generation Disclosure:**

Permit & diagram on file w/ Environmental Health Department

Hooked to public sewer system

Does not generate wastewater

Inspection report attached

Incomplete septic system, binding agreement attached

**Property Wastewater Generation Disclosure:**

Permit & diagram on file w/ Environmental Health Department

Hooked to public sewer system

Does not generate wastewater

Inspection report attached

Incomplete septic system, binding agreement attached

RECEIVED  
APR 20 2017  
STORY CO. PLANNING & DEVELOPMENT

**CERTIFICATION**

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners\*\* of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.

SIGNATURE [Signature] DATE 4/20/17

Date Received \_\_\_\_\_

Receipt No. 5090916

Receipt Amount \$759

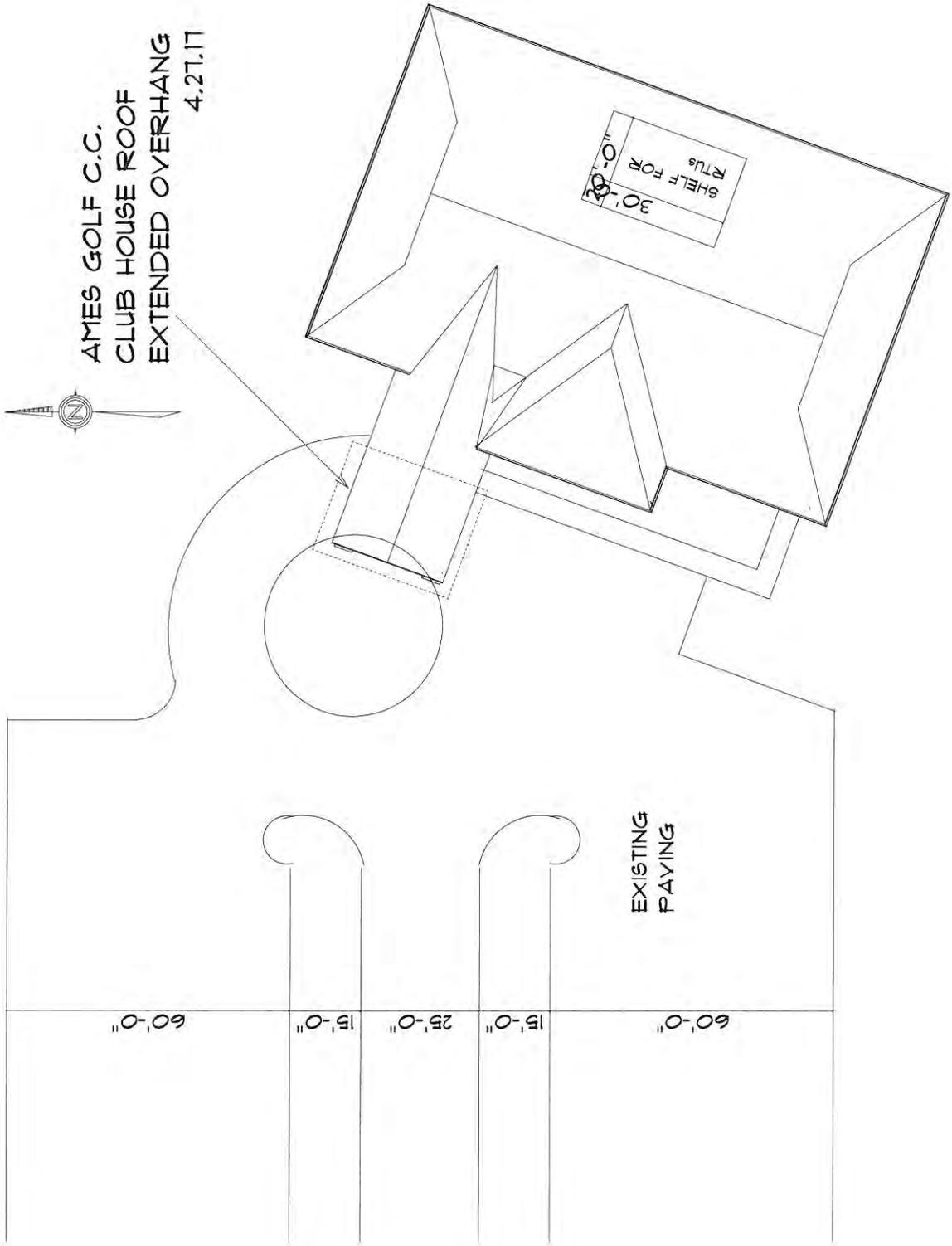
\$600 for signage  
\$159 for zoning permit

**APPROVED** **DENIED**

Board Member Initials: MM

Meeting Date: 5-16-17

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



AMES GOLF C.C.  
CLUB HOUSE ROOF  
EXTENDED OVERHANG  
4.27.17



SHELF FOR  
RTUs  
30'-0"  
11'-0"

EXISTING  
PAVING

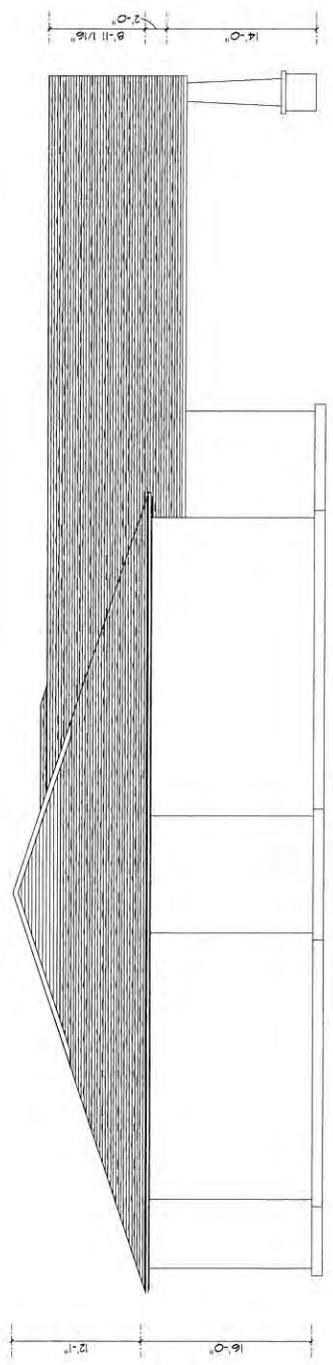
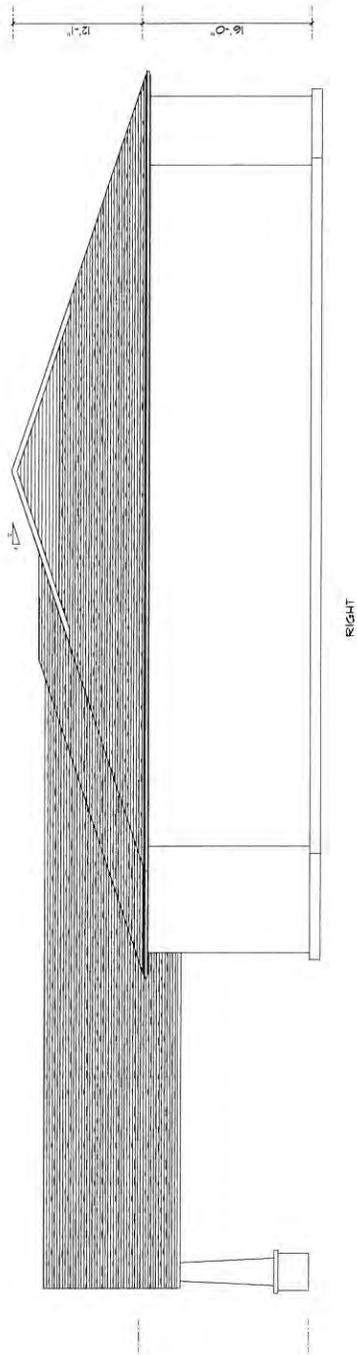
60'-0"

15'-0"

25'-0"

15'-0"

60'-0"



Closure No. 17-44

Date 5/11/2017

## Resolution

### BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of tile/culvert repair in Indian Creek Twp, Sec 17/18/ on 630th Avenue from 305th Street to 315th Street for approximately 1 day.

Motion by: Olson Seconded by: Chitty

Olson	<input checked="" type="checkbox"/>	Aye	Sanders	<input type="checkbox"/>	Aye	Chitty	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input checked="" type="checkbox"/>	Absent		<input type="checkbox"/>	Absent

  
\_\_\_\_\_  
Story County Board of Supervisors

## STORY COUNTY UTILITY PERMIT

Date 5-9-17

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light Company, incorporated under the laws of Iowa, with its principal place of business at 1284 XE PLACE, AMES, IA 50014, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of ELECTRICITY on secondary route 170TH ST, from 51754 170TH ST to \_\_\_\_\_, a distance of 0.04 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:  
**INSTALLING 1 SPAN OF OVERHEAD 1/0 ACSR SINGLE PHASE PRIMARY ON ITC OWNED POLE ALONG 170TH ST JUST WEST OF GILBERT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date 5/9/17

**INTERSTATE POWER & LIGHT COMPANY**

Name of Company (Applicant - Permittee)

**JOE LOONAN JR.**

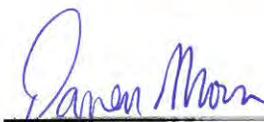
**515-450-8600**

by

Phone no.

Recommended for Approval:

Date 5-9-17



**515-382-7355**

County Engineer

Phone no.

Approved:

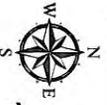
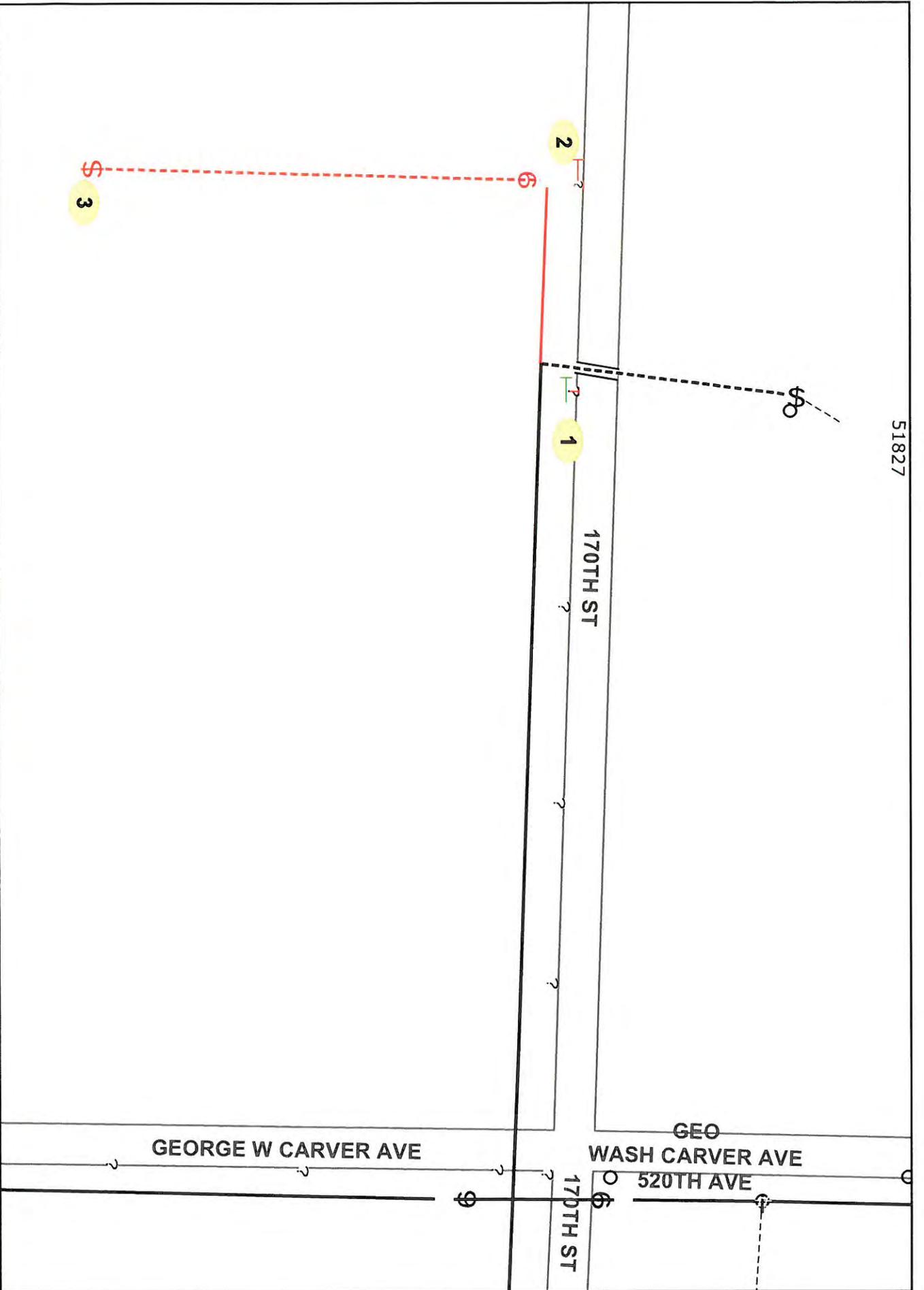
Date 5-16-17



Chair, Board of Supervisors  
Story County, Iowa

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

51827



1:1,923

**NEW HOUSE**  
**51754 170TH ST**  
**GILBERT, IA 50105**



**ALLIANT ENERGY**

## STORY COUNTY UTILITY PERMIT

Date 5-11-17

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Jefferson, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Relocation of lines on secondary route Grant Ave, from 190th St to \_\_\_\_\_, a distance of 3/4 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 5/8/17

Midland Power Cooperative  
Name of Company (Applicant - Permittee)

by Casey Huff Phone no. 515-386-4111

Recommended for Approval:

Date 5-11-17

Dan Morn Phone no. 515-382-7355  
County Engineer

Approved:

Date 5-16-17

Mark G. - VC  
Chair, Board of Supervisors  
Story County, Iowa

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



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

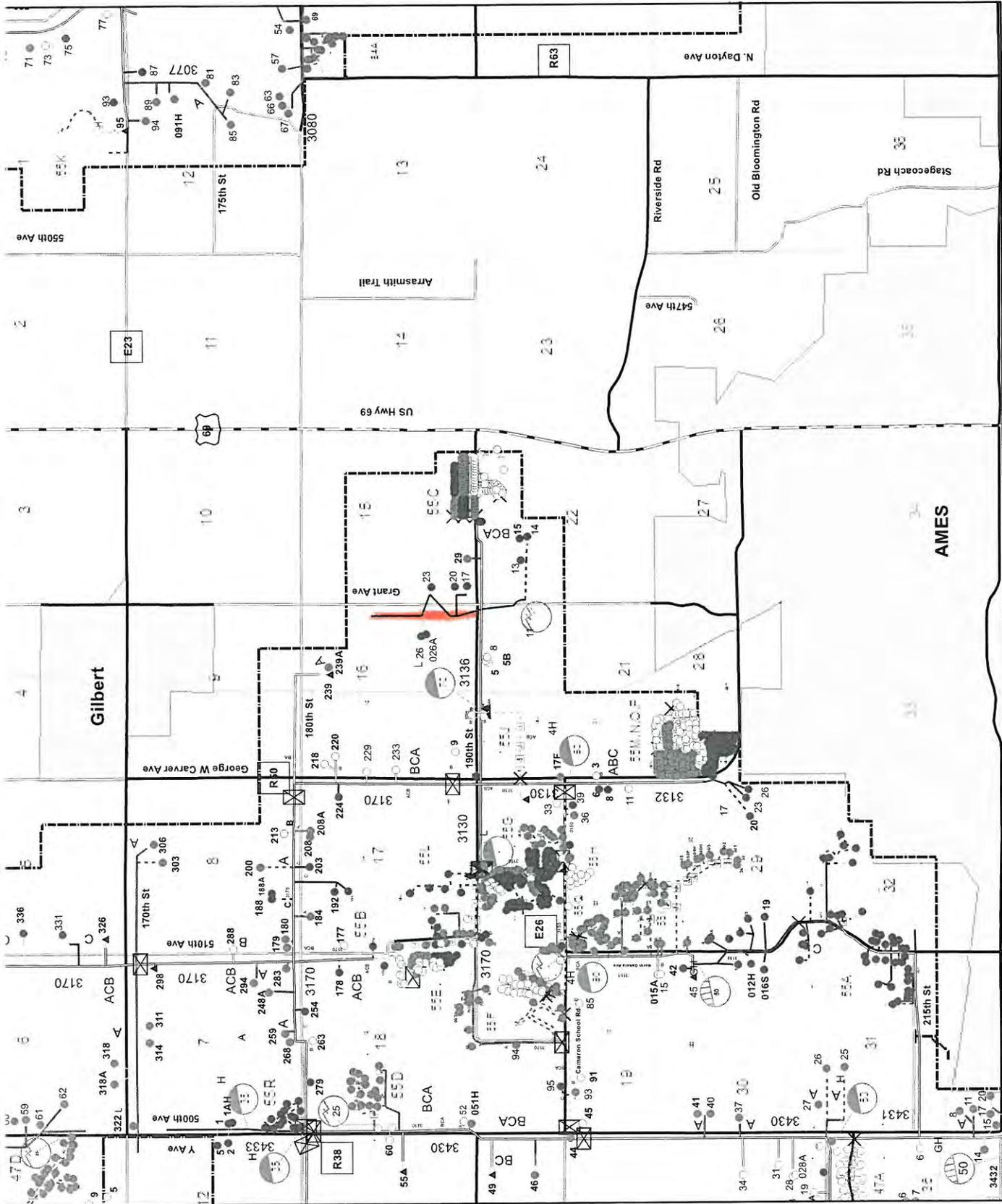
**County**  
 STORY

**Township**  
 FRANKLIN  
 T84N R24W

**Map No.**  
 55

54	55	64
47	55	56

Date: 3/3/2015





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

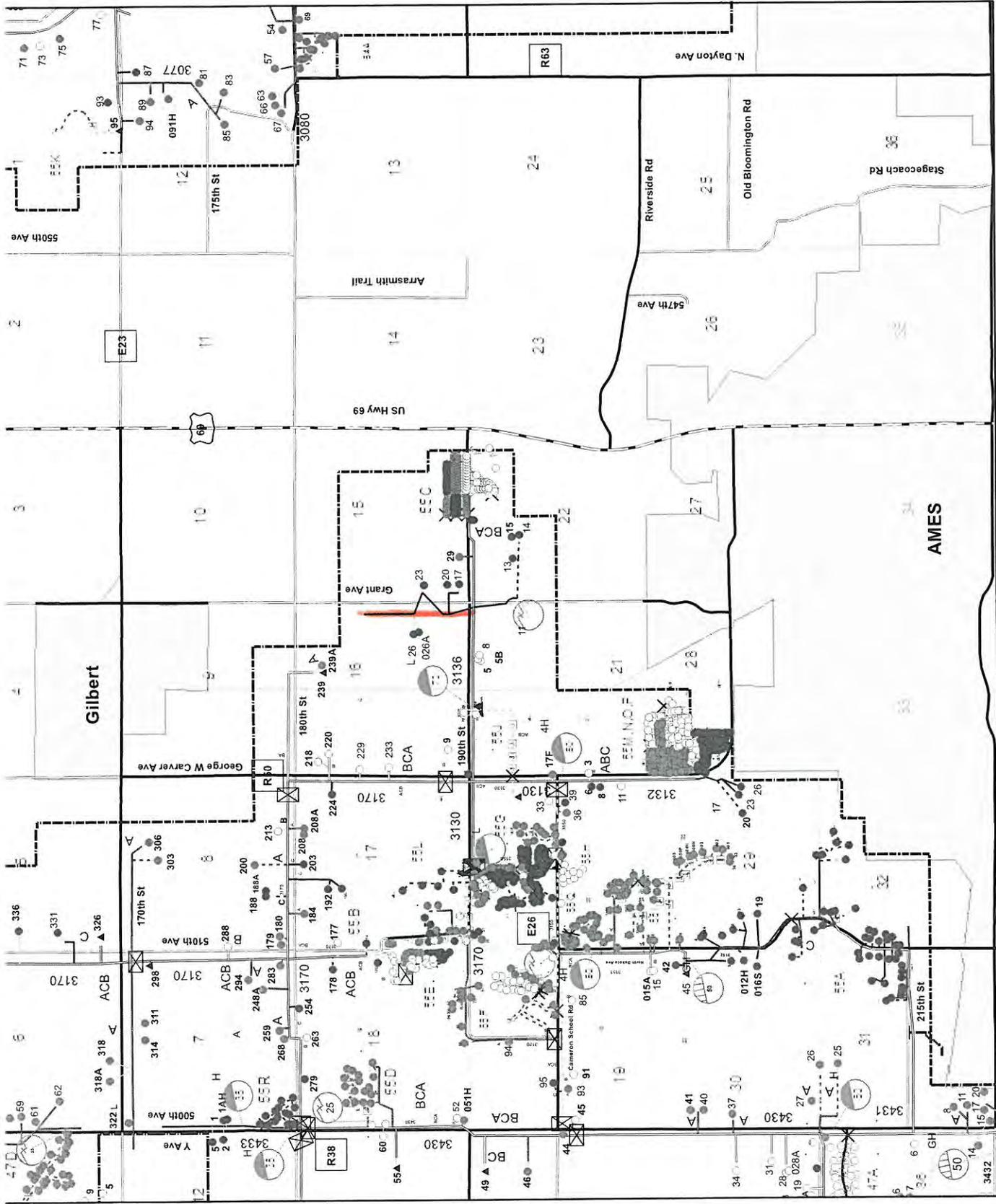
**County**  
 STORY

**Township**  
 FRANKLIN  
 T84N R24W

**Map No.**  
 55

54	55	64
47	55	56

Date: 3/3/2015





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

**County**  
STORY

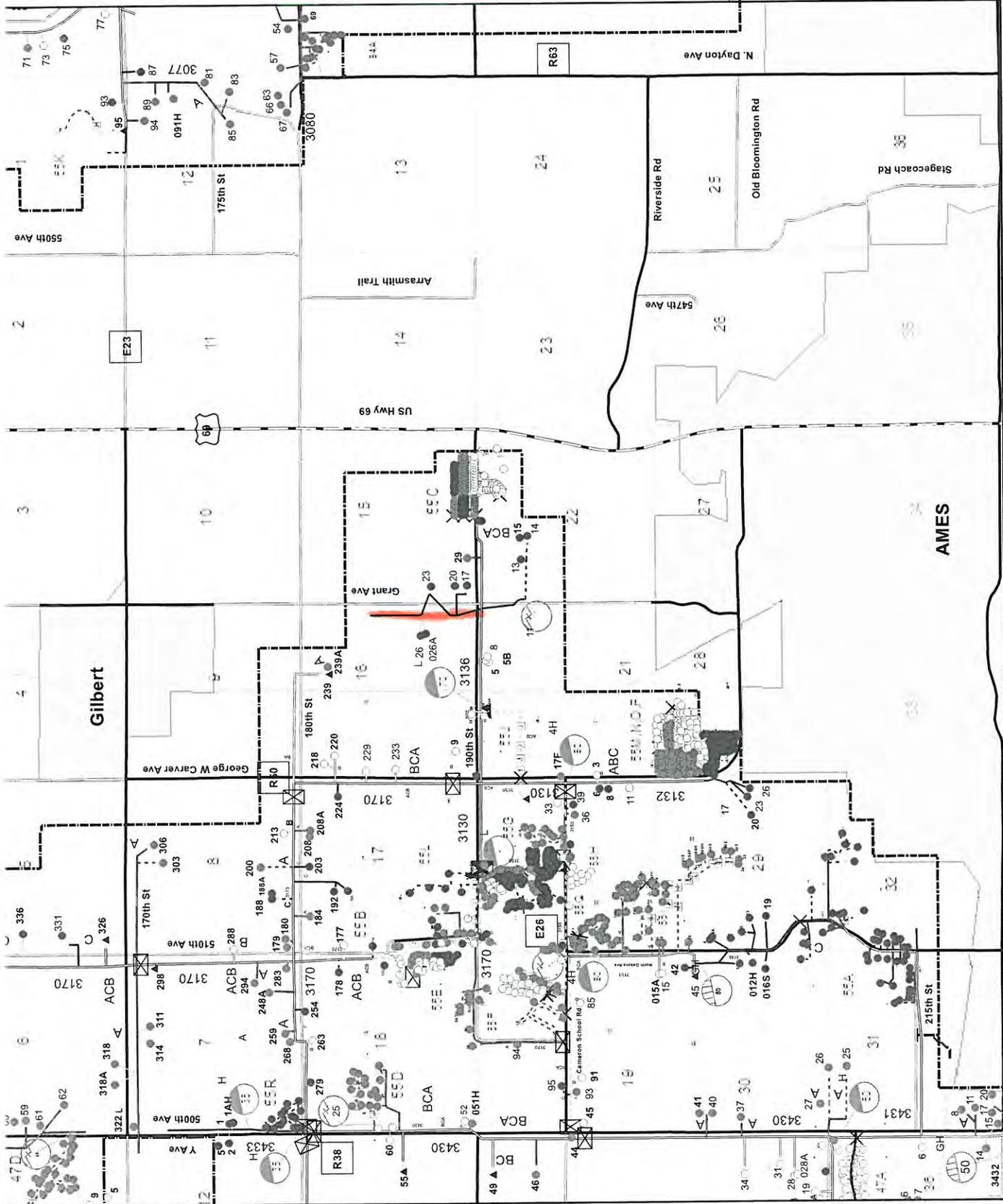
**Township**  
FRANKLIN

T84N R24W

**Map No.**  
55

54	55	64
47	55	56

Date: 3/3/2015







**STAKING SHEET**

WORK ORDER NO. 12261  
 7400# 611  
 Staked By CH Date 5/4/17  
 Sheet No. 1 of 2  
 Complt'd By \_\_\_\_\_ Date \_\_\_\_\_

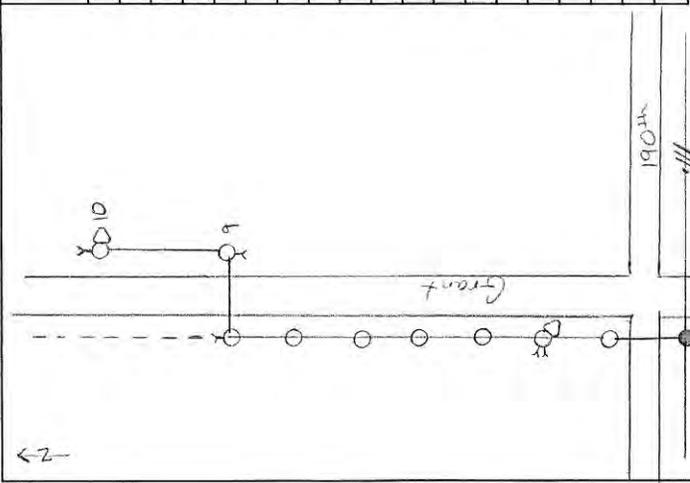
WORK ORDER CODE	
New Construction	
System Improvement	<input checked="" type="checkbox"/>
Replacement	
Retire No. Replace	

County: Story  
 Township: Franklin  
 School Dist.: \_\_\_\_\_

Name Grant Ave Relocation  
 Location #: 3136--5515,16  
 Address: Grant Ave  
 Phone #: \_\_\_\_\_  
 Sub \_\_\_\_\_  
 Feeder \_\_\_\_\_  
 Phase C  
 Line Sec. \_\_\_\_\_

Map Reference 55 Twp. 84N R 24W Sec. 15 Wire 2 Size #2 Kind ACSR

Pole No.	Pri. (Back) Span.	Poles H & C		Line Angle	Trans. "G"	Ground		GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No. CONST.	RET.
		Misc.	Pri. Unit			"M2" Ohm	Unit "E"	No.	310		Lead	Unit No. J or K				
10	241	135-5	1 A5.1	G1.3	H1.1	10'N	1 E1.1	10'N	10'N	F1.12	33.1T	336-023	35-5	6		
9	90	140-5	1 A4.1		H1.1	15'S	1 E1.1	15'S		F1.12			40-5	3		
8	238	140-5	1 A4.1	10'S	H1.1	15'N	1 E1.1	15'N		F1.12			A1.1	4		
7	218	135-5	1 A1.1		H1.1								A2.1	2		
6	218	135-5	1 A1.1		H1.1								A4.1	2		
5	218	135-5	1 A1.1		H1.1								A5.1	1		
4	218	135-5	1 A1.1		H1.1								WA1	1		
3	150	135-5	1 A2.1	G1.3	H1.1	4'W	2 E1.1	4'W	4'W	F1.12	33.1T	336-017/020	G1.3	2		
2	150	140-5	1 A2.1		H1.1								WA1	1		
1	1	140-3	1 C1.1	A5.1	H1.1	19'N	1 E1.1	19'N					WA1	1		



**JOB BRIEFING**

Nominal Voltage \_\_\_\_\_  
 Fault Current Available \_\_\_\_\_  
 Hazardous Induced Voltg \_\_\_\_\_  
 Presence Prctive Grds \_\_\_\_\_  
 Equipment Grounds \_\_\_\_\_  
 Pole Condition \_\_\_\_\_  
 Environmental Condition \_\_\_\_\_

Crew Initials 1 2 3 4 5 6

**CONSTRUCTION**

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
B2	X				1741	2	3586
ACSR		X					
TOTALS							

**RETIREMENT**

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

Const. Complt \_\_\_\_\_  
 Reimt. Complt \_\_\_\_\_  
 Material Ticket Complt \_\_\_\_\_  
 500 BH 9-00

**STAKING SHEET**

WORK ORDER NO. 12261  
 740c# 611  
 Staked By CU Date 5/1/17  
 Sheet No. 2 of 2  
 Complt'd By \_\_\_\_\_ Date \_\_\_\_\_

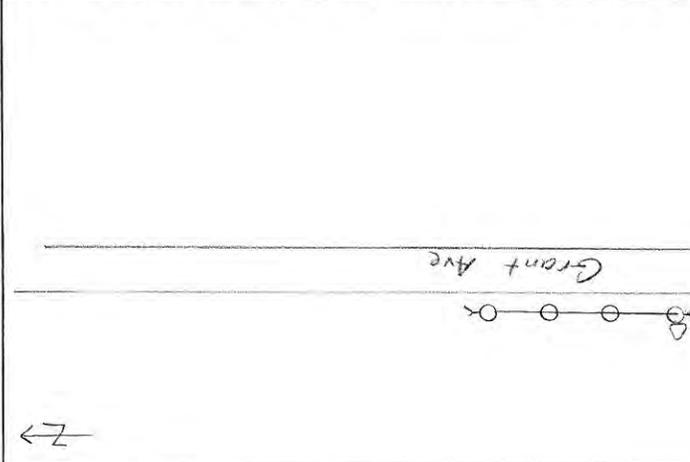
WORK ORDER CODE	
New Construction	
System Improvement	<input checked="" type="checkbox"/>
Replacement	
Retire No. Replace	

County: Story  
 Township: Franklin  
 School Dist.: \_\_\_\_\_

Name Grant Ave Relocation  
 Location #: 3136 -- 5515, 16  
 Address: Grant Ave  
 Phone#: \_\_\_\_\_

Map Reference 55 Twp. 84N R 04W Sec. 2 Wire 15, 16 Kind ACSR

Pole No.	Pri. (Back) Span.	Poles H & C		Line Angle "G"	Trans. "M2"	Ground		GUY		Anchor "F"	SECONDARY			Misc. & Remarks	Unit	No. CONST.	RET.
		Misc.	Pri. Unit			"E"	No.	Unit	(Back) Span		Size Meter						
14	235		1 A5.1			H1.1		1	E1.1	15'N	F1.12						
13	235		1 A1.1														
12	235		1 A1.1														
11	554		1 A5.1			G1.3 H1.1 G1.27		1	E1.1	15'S	F1.12						
3136-026																	



RETIREMENT

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
F2					705	2	1452
ASR	X		X				
10-720	X		X		554	1	614
TOTALS							

JOB BRIEFING

Nominal Voltage \_\_\_\_\_  
 Fault Current Available \_\_\_\_\_  
 Hazardous Induced Voltg \_\_\_\_\_  
 Presence Prctive Grds \_\_\_\_\_  
 Equipment Grounds \_\_\_\_\_  
 Pole Condition \_\_\_\_\_  
 Environmental Condition \_\_\_\_\_

Loc of Line Prctive Dvc \_\_\_\_\_  
 Other Utilities in Area \_\_\_\_\_  
 Personal Prctive Equip \_\_\_\_\_  
 Traffic Control \_\_\_\_\_  
 Job Procedure \_\_\_\_\_  
 Individual Job Duties \_\_\_\_\_  
 Other Hazards \_\_\_\_\_

Crew Initials 1 2 3 4 5 6

Const. Complt \_\_\_\_\_  
 Retmt. Complt \_\_\_\_\_  
 Material Ticket Complt \_\_\_\_\_  
 500 BH 9-00

WORK ORDER NO. 12261  
 740c# 611  
 Staked By CH Date 5/4/17  
 Sheet No. 1 of 2  
 Complt'd By \_\_\_\_\_ Date \_\_\_\_\_

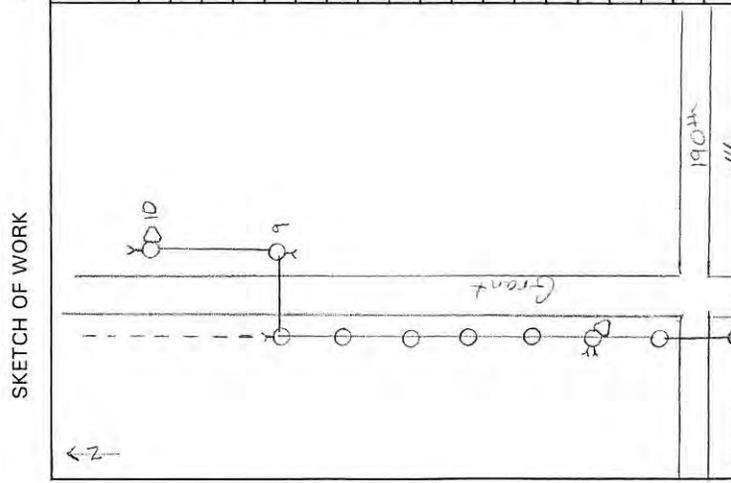
**STAKING SHEET**

WORK ORDER CODE	
New Construction	
System Improvement	<input checked="" type="checkbox"/>
Replacement	
Retire No. Replace	

County: Story  
 Township: Franklin  
 School Dist.: \_\_\_\_\_

Sub \_\_\_\_\_  
 Feeder \_\_\_\_\_  
 Phase C  
 Line Sec. \_\_\_\_\_

Map Reference 55 Twp. 84N R 24W Sec. 15, 16 Wire 2 Size # 2 Kind ACSR



Pole No.	Pri. (Back) Span.	Poles H & C		Line Angle	Trans. "G"	Ground "M2"	GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No. CONST.	RET.
		Misc.	Pri. Unit				No.	Unit "E"		Unit	(Back) Span				
10	241	135-5	A5.1		G1.3	H1.1	1	E1.1	10'N	F11.2	38.1T	3136-023	35-5	6	
9	90	140-5	A4.1		H1.1	H1.1	1	E1.1	15'S	F11.2			40-5	3	
8	238	140-5	A4.1		W3 10-27	H1.1	1	E1.1	15'N	F11.2			A1.1	4	
7	218	135-5	A1.1			H1.1							A2.1	2	
6	218	135-5	A1.1			H1.1							A4.1	2	
5	218	135-5	A1.1			H1.1							A5.1	1	
4	218	135-5	A1.1			H1.1							WA1	1	
3	150	135-5	A2.1		G1.3	H1.1	2	E1.1	4'W 4'W	F11.2	38.1T	3136-017/020	G1.3	2	
2	150	140-5	A2.1			H1.1							W3 10-27	1	
1		140-3	A1.1		A5.1	H1.1		E1.1					H1.1	4	
						H1.1							E1.1	5	
						H1.1							F1.2	5	
						H1.1							J2.1T	2	
TOTALS															

**CONSTRUCTION**

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
#2 ACSR	X		X		1741	2	3586
TOTALS							

**RETIREMENT**

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

**JOB BRIEFING**

Nominal Voltage \_\_\_\_\_  
 Fault Current Available \_\_\_\_\_  
 Hazardous Induced Volt \_\_\_\_\_  
 Presence Prctive Grds \_\_\_\_\_  
 Equipment Grounds \_\_\_\_\_  
 Pole Condition \_\_\_\_\_  
 Environmental Condition \_\_\_\_\_

Crew Initials 1 2 3 4 5 6

Loc of Line Prctive Dvc \_\_\_\_\_  
 Other Utilities in Area \_\_\_\_\_  
 Personal Prctive Equip \_\_\_\_\_  
 Traffic Control \_\_\_\_\_  
 Job Procedure \_\_\_\_\_  
 Individual Job Duties \_\_\_\_\_  
 Other Hazards \_\_\_\_\_

Const. Complt \_\_\_\_\_  
 Retmt. Complt \_\_\_\_\_  
 Material Ticket Complt \_\_\_\_\_  
 500 BH 9-00

**STAKING SHEET**

WORK ORDER NO. 12261  
 740c# 611  
 Staked By CH Date 5/1/17  
 Sheet No. 2 of 2  
 Complt'd By \_\_\_\_\_ Date \_\_\_\_\_

WORK ORDER CODE	
New Construction	<input type="checkbox"/>
System Improvement	<input checked="" type="checkbox"/>
Replacement	<input type="checkbox"/>
Retire No. Replace	<input type="checkbox"/>

County: Story  
 Township: Franklin  
 School Dist.: \_\_\_\_\_

Name Grant Ave Relocation  
 Location #: 3136 -- 5515, 16  
 Address: Grant Ave  
 Phone#: \_\_\_\_\_

Map Reference 55 Twp. 84N R 04W Sec. 2 Wire 15, 16 Size #2 Kind ACSR

Pole No.	Pri. (Back) Span.	Poles H & C		Pri. Unit	Line Angle	Trans. "G"	Ground "M2"	GUY		Anchor "F"	SECONDARY			Misc. & Remarks	Unit	No. CONST.	RET.	
		Misc.	Misc.					No. "E"	Unit		(Back) Span	Size Meter						
14	235	1	35-5	1	AS.1		H.1.1	1	E.1.1	15'N	F.1.12							
13	235	1	35-5	1	A.1.1													
12	235	1	35-5	1	A.1.1													
11	554	1	35-5	1	A.5	U.1.1	G.1.3	H.1.1	E.1.1	15'S	F.1.12	32.1T						3136-026

SKETCH OF WORK

**CONSTRUCTION**

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
#2			X		705	2	1452
ACSR				X	554	1	614
TOTALS							

**RETIREMENT**

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

**JOB BRIEFING**

Nominal Voltage  
 Fault Current Available  
 Hazardous Induced Volts  
 Presence Prctive Grds  
 Equipment Grounds  
 Pole Condition  
 Environmental Condition

Loc of Line Prctive Dvc  
 Other Utilities in Area  
 Personal Prctive Equip  
 Traffic Control  
 Job Procedure  
 Individual Job Duties  
 Other Hazards

Crew Initials: 1 2 3 4 5 6

Const. Complt \_\_\_\_\_

Retmt. Complt \_\_\_\_\_

Material Ticket Complt \_\_\_\_\_

500 BH 9-00

## STORY COUNTY UTILITY PERMIT

Date 5-11-17

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Jefferson, Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Boring under GWC <sup>South of 190th</sup> on secondary route George Washington Curve from 190th St to \_\_\_\_\_, a distance of 300 feet ~~miles~~.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 5/8/17

Midland Power cooperative  
Name of Company (Applicant - Permittee)

Casey Huff 515-386-4111  
by Phone no.

Recommended for Approval:

Date 5-11-17

Dan Munn 515-382-7355  
County Engineer Phone no.

Approved:

Date 5-16-17

Walter J. [Signature]  
Chair, Board of Supervisors  
Story County, Iowa

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









