

The Board of Supervisors met on 1/22/19 at 10:00 a.m. in the Story County Administration Building. Members present: Rick Sanders, Lauris Olson, and Linda Murken. (all audio of meetings available at storycountyiowa.gov).

PUBLIC COMMENT #1: Arden Greiner, Sherman Township, spoke against two items on the agenda: debt service for roads and a new 911 system, and the Economic Development discussion.

VETERANS AFFAIRS QUARTERLY REPORT – Brett Mclain reported on assistance; burial, rent, medical and interviews stats. He reported on outreach; supermarket, the new Hometown Outreach Program, expenditures, and Veterans Day at the Capitol.

MINUTES: 1/15/19 Minutes – Murken moved, Sanders seconded the approval of Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) new hire, effective 1/28/19, in Sheriff's Office for Jared Slagle @ \$1,712.80/bw. Murken moved, Sanders seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 1/24/19 Claims of \$ 467,204.60 (run date 01/18/19, 36 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$10,259.87), Holding-Seized Funds (\$5,756.00), BooSt School Ready Services (\$5,457.28), BooSt Early Childhood (\$3,034.73), Emergency Management (\$201.72), E911 surcharge (\$919.66), County Assessor (\$6,048.17), Ames City Assessor (\$17,456.90). Sanders moved, Murken seconded the approval of Claims as presented. Roll call vote. (MCU) Olson removed Consent Agenda item #1 for individual consideration. Murken moved, Sanders seconded approval of Consent Agenda with noted change.

2. Fire Alarm Testing and Inspection Agreement with Johnson Controls for the Administration Building 1/1/19-12/31/19 for \$2,182.34
3. Contract between Story County and Central Iowa Broadband For 1 GBPS Internet for five years for \$1,250.00 per month
4. Contract with Central States Roofing for the Justice Center Re-Roofing Project, effective upon signature, for \$358,800.00
5. A Grant between the Governor's Office of Drug Control Policy and Story County, effective 1/1/19-12/31/19, for \$6,111.00
6. Maintenance Agreement between Aercor Wireless Inc. and Story County, effective 5/23/19-5/22/20, for \$2,984.06

Roll call vote. (MCU)

1. Subcontract Agreement with Youth and Shelter Services (YSS) for Substance Abuse Services for FY19 – Olson asked about the timeframe. Lisa Markley, Assistant Auditor, reported due to YSS staffing turnover, the subcontract was not originally included. The grant is not affected. Discussion took place. Murken moved, Sanders seconded the approval of Subcontract Agreement with YSS for Substance Abuse Services for FY19. Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 281, AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY AND RESOLUTION #19-60 CORNERSTONE TO CAPSTONE (C2C)

FUTURE LAND USE MAP AMENDMENT – PRAIRIE VINEYARDS LC REZONING – Emily Zandt, County Planner, reported on ownership, property location, current zoning and land use, standards of approval, and proposed use. The Planning and Zoning (P&Z) Commission recommended approval. John Miranowski, property owner, provided additional detail. Murken asked the applicant about concerns from neighbors. Miranowski stated one neighbor is concerned about increased traffic. Olson opened the public hearing at 10:36 a.m. Pete Tekippe, Howard Township, spoke in favor of the amendment. Hearing no further comments, Olson closed the public hearing at 10:38 a.m. Sanders moved, Murken seconded the approval of Resolution #19-60, C2C Future Land Use Map Amendment-Prairie Vineyards LC Rezoning. Roll call vote. (MCU) Sanders moved, Murken seconded the approval First Consideration of Ordinance No. 281, Amending Certain Boundaries of the Official Zoning Map of Story County with Conditions and set the Second Consideration for 1/29/19. Roll call vote. (MCU) Sanders asked about waiving the third reading and suggested a discussion at the next consideration.

AMENDMENT NO. 1 TO 28E AGREEMENT FOR INTERGOVERNMENTAL AGREEMENT FOR COMBINED LAW ENFORCEMENT INVESTIGATIONS OF CONTROLLED SUBSTANCES – Ethan Anderson, Assistant County Attorney, reported the amendment is to add the City of Boone and its police department to this 28E agreement. Sanders moved, Murken seconded the approval of Amendment No. 1 to 28E Agreement for Intergovernmental Agreement for Combined Law Enforcement Investigations of Controlled Substances as presented. Roll call vote. (MCU)

ECONOMIC DEVELOPMENT PROGRAMMING AND FUNDING PRIORITIES FOR FY20 – Olson provided background, possible sources of funding, and potential priorities. Olson listed items. Dustin Ingrams, Ames Economic Development Commission (AEDC), reported on communities submitting for funding, and asked the Board for flexibility. Sanders reported on past processes. Olson asked about needs. Lisa Markley, Assistant Auditor, reported on revenues. Discussion took place. Sanders reported on opportunities for small communities. Murken asked about deadlines. Leanne Harter, County Outreach and Special Projects Manager, reported on review guidelines and the timeframe for amending the urban renewal plan. Olson stated to set priorities and to set parameters. Arden Greiner, Sherman Township, stated he opposes the County driving the process. Discussion took place. The Board concurred to continue with the commitment as in the past and priorities and not to rule out a future request if funds are available.

ESTABLISHING A STAFF WORKING GROUP TO REVIEW ADOPTED SOCIAL MEDIA POLICIES AND BRING FORTH REVISIONS AS NECESSARY TO THE BOARD OF SUPERVISORS – Leanne Harter, County Outreach and Special Projects Manager, reported background and issues. The proposed working group is Alissa Wignall, Deb Schildroth, Barb Steinback, Leanne Harter, with Ethan Anderson as necessary. Olson added a person each from Conservation and the Sheriff's Office. Sanders moved, Murken seconded the approval of establishing a staff working group to review adopted social media policies and bring forth revisions as necessary to the Board of Supervisors with noted additions replacing Wignall. Roll call vote. (MCU)

PRE-MEETING WELCOMING SLIDE SHOW FOR SPECIAL MEETINGS – Olson reported on a pre-meeting slideshow to welcome the public and asked for additional items. Sanders moved, Murken seconded the approval of the Pre-Meeting Welcoming Slide Show for Special Meetings. Roll call vote. (MCU)

DIRECTION REGARDING ESSENTIAL COUNTY PURPOSE BONDS – Lisa Markley, Assistant Auditor, asked for any questions on the request. Sanders if outside counsel can meet the April 1 certification deadline. Markley stated yes. Anderson reported on the process. Sanders clarified which bonds will be handled in-house and which will require outside counsel. Markley reported on the right of citizens to petition for an election. Discussion took place. Markley reported on interest rates and debt service levy. Discussion took place. Olson directed Markley and Anderson to move forward with the bonds.

UPDATE FOR FY19 QUARTERLY FINANCIAL REPORT – Lisa Markley, Assistant Auditor, reported on expenditures, revenues, and fund balances halfway through the fiscal year.

DIRECTION OF PROPOSED REVISIONS TO THE ON-BOARDING VIDEO – Leanne Harter, County Outreach and Special Projects Manager, provided an overview and listed identified issues. Olson stated funds are not budgeted for the current fiscal year but are proposed in the FY20 budget request. Olson asked about pricing. Samantha Boyd, Zao 525, estimates \$5,000.00. Sanders asked about timeline. Noelle McLatchie, Human Resources Generalist, asked about a recruitment video. Sanders stated to analyze funding availability and continue to work with Boyd. The Board concurred.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Olson asked about cancelling or rescheduling the 7 pm special meeting due to weather concerns. Ethan Anderson stated the resolution can be considered next week. Discussion took place. Sanders asked the Chair to cancel tonight's meeting and re-schedule. Olson and Murken agreed. Olson stated to add to the website. Sanders reported on current procedure for inclement weather.

Sanders moved, Murken seconded to adjourn at 12:41 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Tentative Agenda
1/22/19

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. Veterans Affairs Quarterly Report - Brett Mclain

Department Submitting Auditor

Documents:

BOS QT REPORT JAN 2019.PDF

5. CONSIDERATION OF MINUTES:
 - I. 1/15/19 Minutes
6. CONSIDERATION OF PERSONNEL ACTIONS:
 - I. Action Forms
 - 1)new hire, effective 1/28/19, in Sheriff's Office for Jared Slagle @ \$1,712.80/bw

Department Submitting Auditor

Department Submitting HR

7. CONSIDERATION OF CLAIMS:
 - I. 1/24/19 Claims

Department Submitting Auditor

Documents:

CLAIMS 012419.PDF

8. 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 Subcontract Agreement With YSS For Substance Abuse Services For FY19

Department Submitting Auditor

Documents:

STORY COUNTY SUBSTANCE ABUSE PREVENTION SERVICES
AGREEMENT.PDF

- II. Consideration Of Fire Alarm Testing & Inspection Agreement With Johnson Controls For Administration Building 1/1/19-12/31/19 For \$2,182.34

Department Submitting Facilities Management

Documents:

JOHNSONADMINTESTING.PDF

- III. Consideration Of Contract Between Story County And Central Iowa Broadband For 1 Gbps Internet For Five Years At \$1250/Mo.

Department Submitting Information Technology

Documents:

CENTRAL IA BROADBAND.PDF

- IV. Consideration Of Contract With Central States Roofing For The Justice Center Re-Roofing Project Effective Upon Signature For \$358,800.00

Department Submitting Board of Supervisors

Documents:

CENTRAL STATES.PDF

- V. Consideration Of A Grant Between Governor's Office Of Drug Control Policy And Story County Effective 1/1/19 - 12/31/19 For \$6,111

Department Submitting Sheriff

Documents:

GRANT.PDF

- VI. Consideration Of Maintenance Agreement Between Aercor Wireless Inc And Story County Effective 5/23/19 - 5/22/20 For \$2,984.06

Department Submitting Sheriff

Documents:

AERCOR.PDF

9. PUBLIC HEARING ITEMS:

- I. First Consideration Of Ordinance No. 281, Amending Certain Boundaries Of The Official Zoning Map Of Story County And Resolution #19-60 C2C Future Land Use Map

Amendment – Prairie Vineyards LC Rezoning – Emily Zandt

Department Submitting Planning and Development

Documents:

APPLICATION MATERIALS.PDF
ORDINANCE 281.PDF
RESOLUTION 19 60.PDF
STAFF REPORT BOS MIRANOWSKI REZONING ORD 281.PDF

10. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Amendment No. 1 To 28E Agreement For Intergovernmental Agreement For Combined Law Enforcement Investigations Of Controlled Substances - Ethan Anderson

Department Submitting Story County Attorney's Office

Documents:

28E.PDF

- II. Discussion And Consideration Of Economic Development Programming And Funding Priorities For FY2020 - Lauris Olson

Department Submitting Board of Supervisors

- III. Discussion And Consideration Of Establishing A Staff Working Group To Review Adopted Social Media Policies And Bring Forth Revisions As Necessary To The Board Of Supervisors - Leanne Harter

Department Submitting Board of Supervisors

Documents:

MEMO TO BOS ON 1 22 REGARDING SOCIAL MEDIA POLICIES.PDF

- IV. Discussion And Consideration Of Pre-Meeting Welcoming Slide Show For Special Meetings – Lauris Olson

Department Submitting Board of Supervisors

11. AGENCY REPORTS:

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

- I. Discussion And Direction Regarding Essential County Purpose Bonds - Lisa Markley & Ethan Anderson

Department Submitting Auditor

Documents:

BOARD PRESENTATION BONDING.PDF

II. Update For FY19 Quarterly Financial Report – Lisa Markley

Department Submitting Auditor

Documents:

QUARTERLY STORY COUNTY FINANCIAL REPORT FY19.PDF

III. Discussion And Direction Of Proposed Revisions To The On-Boarding Video - Leanne Harter And Noelle McLatchie

Department Submitting Board of Supervisors

Documents:

MEMO TO BOS ON 1 22 REGARDING ONBOARDING PROGRAM.PDF

14. 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.

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

16. ADJOURNMENT:

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



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

Ph. 515-956-2626 Fax 515-956-2627
www.storycountyIowa.Gov
veteransaffairs@storycountyIowa.Gov

1/22/19

Accepted
[Signature]

Board of Supervisors Quarterly Report

**** Period covered October 1, 2018 – December 31, 2018****

“Greetings from the Commission of Veterans Affairs”

Three families came in for burial assistance. **\$ 5,862.00**

Two Veteran came in for rent assistance. **\$1,155.00**

One Veteran came in for Medical Assistance. **\$493.60**

A total of county assistance was **\$7, 510.60**

During the second quarter, we interviewed **372** Veterans, and or Surviving Spouses for eligibility for Federal, State and County VA benefits. (**124 per month**).

The breakdown of 372 interviews were:

311 Men and 61 women were interviewed for benefits.

52 who served during WWII

52 who served during Korea War

99 who served during Vietnam War.

53 who served during the Persian Gulf War.

32 who served during the Cold War.

31 who served in Iraq or Afghanistan (OIF, OEF or OND)

53 Surviving Spouses of Veterans

Outreach during the quarter.

Supermarket: November 13, 2018, 125 Veterans in attendance. Our new location was the Plex.

Hometown Outreach Program: Started on November 14.....Nevada, Zearing, Roland, Story City, Slater, and Huxley.

Sincerely,

Brett McLain, Director Veterans Affairs



D-U-N-S 09-4738007
FED. ID 58-2508861

District # 320
11318 AURORA AVE
URBANDALE, IA 50322-
515-278-4100

Johnson Controls Fire Protection LP

INVOICE NO.
20714514

INVOICE DATE
01-03-19

CUSTOMER PO

CONTRACT #
713972

MODIFIER
R08-SEP-2017

PAYMENT TERMS
NET 30

Bill To: 320-00289793

Story Co Facilities Management
900 6th St
NEVADA IA 50201-2004

Ship To: 320-00289793

Story Co Facilities Management
900 6th St
NEVADA IA 50201-2004

Requestors Name: AL HAHN, PROP MANAGER,

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
STORY COUNTY FACILITIES MANAGEMENT 9006TH ST. 289793	01-JAN-18	31-DEC-20

INVOICE NOTES:

Annual Fire Alarm Testing and Inspection

APPROVED
 Board Member Initials: _____
 Meeting Date: 1/22/19
 Follow-up action: _____

Total Contract Amount	-	\$6,547.02	Amount Of Current Invoice	-	\$2,182.34
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$2,182.34
			Payment Received	-	\$0.00
Total Amount Due					\$2,182.34

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
2,182.34



BILL TO Story Co Facilities Management
320-00289793
SHIP TO Story Co Facilities Management
320-00289793

INVOICE NUMBER 20714514
INVOICE DATE 01-03-19
CUSTOMER P.O.

REMIT TO Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine, IL 60055-0320

8000218234820714514



Voice Service offered by Alliance Connect

Applicant(s) Name(s): **Story County, Iowa**

(Monthly bill will be in this person(s) name – list jointly if so desired, see below to add other authorized users)

Contact Name: **Story County, Iowa**

Service Address: 900 6th St., Nevada Iowa 50201

Billing Address: (same)
(if different)

Company Tax ID Number: 42-6005024

1st Authorized Contact:

Name: Kyle Beste

Contact Phone Number- 515-382-7300

Password:

City Born: _____

2nd Authorized Contact:

Name: Barbara Steinback

Contact Phone Number- 515-382-7300

Password

City Born: _____

*** Fiber will be terminated and wired into business at CIB's Termination Point for \$100.00 connection Fee, any work done beyond this point will be done at our time and material rate.

(\$60.00 per Hr. or \$30.00 per ½ Hr.)

Authorized Applicant Signature

Lauris Olson, chair, Story County Board of Supervisors
Lauris Olson

Office Use Only:

Phone Number Assigned

Telephone: \$ _____

Internet: \$ _____

DTV: \$ _____

TOTAL \$ _____

Payment by: cash check credit/debit card

BUSINESS SERVICE REQUESTED:

Internet Data Speed Options: Price is per month

Month to Month Pricing: Megabits upload/Megabits download

___ 25/25 - \$125.00 ___ 50/50 - \$250.00 ___ 100/100 - \$470.00 ___ 250/250 - \$685.00 ___ 500/500 - \$935.00
___ 1Gig - \$1550

3 Year Contract Pricing: Megabits upload/Megabits download

___ 25/25 - \$112.00 ___ 50/50 - \$225.00 ___ 100/100 - \$420.00 ___ 250/250 - \$620.00 ___ 500/500 - \$845.00
___ 1 Gig - \$1400

5 Year Contract Pricing: Megabits upload/Megabits download

___ 25/25 - \$100.00 ___ 50/50 - \$200.00 ___ 100/100 - \$375.00 ___ 250/250 - \$550.00 ___ 500/500 - \$750.00
___ X_ 1 Gig - \$1250

_____ I understand the Contract Term begins from date of application.
(Initial)

*Note there will be a \$50 charge to increase/decrease Internet speed after initial hook up. *Does not affect contract term.

Security Password used when calling INS Tech Support

_____ @netins.net _____
Username Password (must begin with a letter)

I understand that Broadband data is a 'constant connection' to the Internet and is more susceptible to security breaches. I will not hold Central Iowa Broadband Inc liable for any system problems including loss of data or security related problems. I also understand that this service is strictly for subscriber use.

TERMS AND CONDITIONS OF SERVICE:

1. **Terms and Conditions.** This Service Agreement includes the terms and conditions under which Central Iowa Broadband, an Iowa corporation (together with any subsidiaries or affiliates providing your Service or Equipment, "we," "us" or the "Company") will provide you communications services ("Service") and ancillary equipment ("Equipment") as set forth in your Application for Service.
2. **Service Commitment.** By signing this Agreement, Company commits to provide and Customer commits to take all services provided by Company in the Service Application Agreement (collectively, "Service"). The Service Application Agreement is an integral part of this Agreement and is incorporated herein by reference.
3. **Fee Schedule.** CIB may charge additional fees that arise in specific circumstances pursuant to this Agreement. The following list of fees are charges that may be incurred by Customer, and CIB reserves the right to modify these fees or charge additional fees, which in all cases CIB will charge Customer the lesser of the fees listed below or the maximum amount permitted under applicable law:

- (a) **Late Fee.** In the event Customer fails to make full payment within twenty (20) days of the billing due date, Customer shall pay a late fee up to \$5.00 or the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full.
 - (b) **Returned Payment Fee.** In the event a bank or financial institution refuses to honor any payment, draft or instrument submitted for payment by Customer, Customer shall pay a returned payment fee up to **\$20.00** per returned check.
 - (c) **Reconnect Fee.** In the event Customer's Services are reconnected by CIB, Customer shall pay a reconnect fee up to **\$30.00 per service.**
 - (d) **Move Fee.** In the event a Customer's services are moved for any reason to a new service address by CIB, a customer shall pay a move fee up to **\$30.00.**
 - (e) **Modification Fee.** In the event a Customer's Services are modified for any reason by CIB, Customer shall pay a modification fee up to **\$30.00.**
 - (f) **Replacement Fee.** In the event Customer fails to return CIB Equipment upon termination of Services or in the event Customer returns damaged CIB Equipment, Customer shall pay a replacement fee up to **\$500.00** per set-top box.
 - (g) **Hourly Rates.** In the event Customer utilizes CIB employees on an hourly rate, then Customer shall pay the hourly rate of **\$60.00** per hour with billing to occur in one-half (1/2) hour increments. In the event Customer utilizes CIB employees off hour rate, then the Customer shall pay the hourly rate of **\$90.00** per hour with billing to occur in one-half (1/2) hour increments.
4. **Rates; Invoicing.** Nonrecurring and recurring charges for the Service and Equipment are as set forth in your Service Application Agreement and/or the rate schedules we maintain, current versions of which are available upon request. Recurring charges are billed monthly, in advance. Installation charges, service calls, Equipment charges, usage based fees, storage based fees, and other non-recurring charges or items that cannot be billed in advance will be billed in arrears on the following month's invoice. All charges, along with applicable local, state and federal taxes, regulatory assessments, fees and charges, cost recovery charges and other applicable charges and fees will be itemized on your invoice. You must pay all charges, including all applicable taxes, fees and surcharges, by the due date on the invoice. Failure to pay invoices when due may result in late payment fees of up to **1.5%** per month (**18%** per year) on the unpaid balance and/or other penalties, including suspension or disconnection of Service. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason.
5. **Termination.** Notwithstanding any Contract Term, you may terminate this Service Agreement for cause in the event of our material breach of any term in this Service Agreement by notifying us in writing, by e-mail or verbally, so long as verbal notice is provided by the registered account holder. Upon receipt of such notice, your Service will terminate on the date requested. Notwithstanding any Contract Term, we may at any time immediately cancel this Service Agreement and disconnect Service in the event that you violate the terms of your Service Agreement, any applicable acceptable use policy, or fail to pay any invoice when due without notice. Where we terminate the Service for cause, you must pay any costs and expenses associated with the termination or collection of charges, billings or fees under this Service Agreement, including attorney's fees.
6. **Equipment.** We will provide Equipment for your independent installation, unless provided otherwise in your Service Agreement. You must notify us of any defects to the Equipment or objections within [ten (10)] business days after its delivery and installation. If you fail to so notify us, we will assume the Equipment was delivered in good repair and is satisfactory and acceptable to you. If we provide the initial installation and configuration of your Equipment, such work will be performed on a time and materials basis in accordance with our applicable rate schedules in effect at the time of your order. In certain cases, you may elect to independently acquire or supply your own equipment ("Customer Supplied Equipment" or "CSE") instead of buying equipment provided by us. In no event will we be liable for incompatibility, fitness, damages, or defects caused or sustained by the Equipment caused by your or any third-party installation or CSE.
- a. We will provide you Equipment for the term of Service Agreement and solely for your use in connection with lawfully receiving and using Service. We may from time to time sell you certain Equipment at a price and otherwise on such terms as are specified in your Service Level Agreement. Ownership of, and title to, any purchased Equipment shall transfer to you at the time of sale. You will bear all risk of loss, theft or damage to purchased Equipment. We may from time to time lease or license to you certain Equipment at a price and otherwise on such terms as specified in your Service Level Agreement. All leased or licensed Equipment remains our property and must be maintained and returned as provided herein. We have no responsibility for replacing Equipment destroyed or damaged by your misuse, abuse or neglect. In the event that any Equipment provided by us is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in your possession, you may be liable to us for an equipment recovery fee ("ERF") up to the full cost of repair or replacement of such Equipment. To the extent of your insurable interest therein, you may elect, at your sole cost, to have Equipment covered by insurance. You acknowledge that we are not the manufacturer of, nor a dealer in, any Equipment.

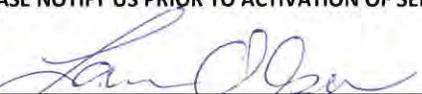
7. **Return of Equipment.** If you cancel the Service or if Service is disconnected by us, then you must return any leased or licensed Equipment, or Equipment for which full payment has not been received by the Company to us during our regular business hours, Monday through Friday (except holidays), within ten (10) days of the cancellation or disconnection of Service. The Equipment must be returned to us in the same condition that you received it, except for normal wear and tear. All Equipment must be returned to our business office or an alternative location designated by us at the time of cancellation or disconnection. If you are unable to travel to our business office or other designated location to return the Equipment, you may request pick-up service. Provision of pick-up service is solely at our option and our refusal or failure to provide pick-up service will not excuse your obligation to return Equipment. If we agree to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which you will be informed of when you request pick-up service and which will be payable at time of pick-up. The Equipment shall not be returned by mail or delivery service. If after [ten (10)] days from cancellation or disconnection of Service, any leased or licensed Equipment has not been returned to us, you may be liable to us for an ERF in an amount up to the full cost of replacement of such Equipment. ERFs are cumulative and in addition to any other charges or fees you may owe us and any fees or charges that we may charge upon cancellation or disconnection of Service.
8. **Our Responsibilities.** During the term of this Service Agreement, our duties and responsibilities include the following:
- (a) to provide the Service and Equipment as set forth in the Service Agreement;
 - (b) to install, configure, maintain, upgrade, replace, and remove all Equipment as called for in your Service Agreement;
 - (c) to replace and/or correct any defects in workmanship or Equipment provided by us that are reported by you contacting our customer service number within [sixty (60)] days of the date of installation;
 - (d) to undertake reasonable efforts to maintain our network and respond to service or trouble calls in a timely manner;
 - (e) to provide first level customer support for questions concerning the Service or Equipment, technical problems, options, configuration and administration during normal business hours of [8:00 am to 4:30 pm], Monday through Friday, excluding federal holidays, via telephone at 641-377-2202, and via email at colo@netins.net
 - (f) to provide telephone or e-mail dispatch service for service calls outside normal customer service hours. Special rates may apply for calls outside normal business hours;
 - (g) to provide support for non-critical issues in a mutually agreeable time frame;
 - (h) to report to you, in writing, any use or disclosure of your information not authorized by this Service Agreement immediately upon discovery of the unauthorized disclosure; and,
 - (i) if required to disclose your information pursuant to the order of the court or administrative body of competent jurisdiction or a government agency, if practical and permitted by law to (1) notify you prior to such disclosure as soon as possible after receipt of such order and (2) limit the disclosure to the extent legally permissible.
9. **Your Responsibilities.** During the term of this Service Agreement, your duties and responsibilities include the following:
- (a) to pay, when due, all non-recurring and recurring charges for the Service and Equipment and/or the installation of Equipment and connection of the Service;
 - (b) to allow us to enter your premises periodically during the term of this Service Agreement to install, connect, inspect, maintain, repair, alter, disconnect the Service and remove Equipment;
 - (c) to maintain current and accurate account and billing information with us;
 - (d) to install and maintain appropriate anti-virus, firewall or filtering software, and data backup or recovery services, as appropriate for your intended use of the Service;
 - (e) to maintain appropriate environmental control, physical and network security for all Equipment, including replacing and maintaining batteries or other ancillary items to operate the Equipment and to permit no person to translate, reverse engineer, decompile, recompile, update or modify all or any part of the Equipment or merge it into any other equipment;
 - (f) to immediately notify us of any technical or other problems with the Service;
 - (g) to authorize us to log onto your system to perform remote support service as deemed necessary to diagnose the cause and extent of the problem, perform such actions as necessary to correct the problem, and/or recommend corrective actions to be performed by us or third parties;
 - (h) to use the Service and Equipment only for legal purposes and in compliance with this Service Agreement, and any applicable acceptable use policy. Under no circumstances shall the Service be used in any way that exploits, harms, or attempts to exploit or harm another person, or in any way is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, or otherwise invasive of another's privacy; and,

(i) to authorize us to investigate or verify your credit history and to share credit information with credit reporting agencies.

10. **Disclaimer of Warranties.** We agree to use our best efforts at all times to promptly and efficiently maintain the Service and Equipment, as required by this Service Agreement. We make no representations, warranties, guarantee or assurance regarding the Service or Equipment and shall not incur any liability to any person or company for damages, losses, claims, liabilities or expenses, except those resulting from our own willful misconduct or gross negligence. You agree we shall not be liable for, and hereby release and waive any claims against us related to any damage, loss, or cost incurred by you resulting from or arising out of the acts, omissions or provision of services by any third parties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR EQUIPMENT, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR SPECIFIC NEEDS. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
11. **Indemnification.** You agree to hold harmless and indemnify us and our affiliates, officers, agents and employees from any claim, suit or action arising from or related to your abuse or misuse of any Service or Equipment, or any other violation of your Service Agreement, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees arising from or in connection with the same. This Section shall survive termination of this Service Agreement to the extent necessary to give it its intended and proper effect. In the event you use the Service and/or Equipment contrary to the terms of this Service Agreement, any applicable end user license agreement or user guide, you shall be liable to us for any damages caused by such activity.
12. **Limitation on Remedies.** TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER YOUR SERVICE AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE SERVICES OR EQUIPMENT WE PROVIDED DURING THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, LOSS OF INFORMATION, LOSSES DUE TO SECURING REPLACEMENT SERVICES OR EQUIPMENT, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Severability.** If any part or provision of your Service Agreement is held, in whole or in part, to be invalid, illegal, or unenforceable by any law or regulation of any governmental or regulatory authority or by the final determination of any court of competent jurisdiction, that part or provision will be construed consistent with applicable law or regulation as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this Service Agreement.
14. **Entire Agreement; Conflicts.** Your Service Agreement supersedes any prior agreements between us, and any and all prior or contemporaneous statements, understandings, writings, commitments or representations concerning its subject matter.
15. **No Implied Waiver.** Our failure to exercise or enforce any right under or provision of your Service Agreement shall not constitute a waiver of any such right or provision.
16. **Changes to Terms.** We reserve the right to change any term or condition of this Service Agreement upon [thirty (30)] days written notice to you. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication. You may, within fourteen (14) days upon receipt of notice of such change, cancel your Service Agreement if the communicated change would materially adversely modify the terms (including price) of Service or your rights under this Service Agreement. If you elect not to cancel your Service Agreement and continue to use Service after receiving notice of any such changes, your continued use of Service will constitute acceptance of the changed terms and conditions.
17. **System Availability.** Although we will try to provide continuous access to the Service, we cannot and do not guarantee that the Service will be available 100% of the time and will not be liable in the event Service is unavailable. Actual service or network performance are dependent on a variety of factors outside of our control. If you notify us within [twenty-four (24)] hours and we confirm an outage consisting of a period of [four (4)] hours in any calendar month, and not due to any service, act, or omission of you, a third party, your applications, equipment or facilities, or reasons outside of our control, you shall be eligible for a service credit. A service credit shall be computed as a pro-rated charge for one day of the regular monthly fees for the Service in the next monthly statement. Intermittent service outages for periods of less than [four (4)] hours are not considered service outages. Outages caused by routine scheduled maintenance are also not considered an outage. You shall receive advance notice no less than [forty-eight (48)] hours in advance of our scheduled maintenance. Scheduled maintenance will be performed between [12:00 a.m. and 6:00 a.m.] CST.
18. **Extraordinary Events.** We shall not be liable for any loss caused directly or indirectly by war, acts of God, of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or material, freight embargoes, unusually severe weather, breakdowns, electrical power failures, operational failures,

unavoidable delays, operational upgrades, operational modifications, facility shortage, equipment, acts or omissions of underlying carrier, relocation of service, content provider, vendor or other third party, or other conditions beyond our control.

19. **Notices.** Any notices shall be addressed to the name and address identified in this Service Agreement and shall be delivered by registered or certified mail, postage prepaid or e-mail, unless otherwise specified in this Service Agreement. Notices given by mail shall be deemed received three (3) days after placement in the mail. Notice given by e-mail will be deemed received upon delivery.
 20. **Assignment.** Neither party shall have the right to assign any part or all of its interest in this Service Agreement to any other person or entity, without the express prior written consent of the other party, except that we shall be permitted to assign our rights, and delegate our obligations, liabilities, and duties under this Service Agreement, to any entity that is, or that was immediately preceding such assignment, our affiliate or to an entity acquiring all or substantially all of our assets or equity, whether by sale, merger, consolidation or otherwise.
 21. **Authority.** Each party represents and warrants to the other party that: (a) it has the right, power and authority to enter into and perform its obligations under this Service Agreement and (b) the person executing this Service Agreement on its behalf has been duly authorized to bind it to this contract.
 22. **Third Party Beneficiaries.** It is the explicit intention of the parties that no person or entity other than the parties to this Service Agreement shall be entitled to bring any action or to enforce any provision of this Service Agreement against either party.
 23. **Governing Law; Jurisdiction.** Your Service Agreement and our contractual relationship with you shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law. Any suit under your Service Agreement (other than to enforce a judgment or award) will be brought in the federal or state courts in the districts which include Des Moines, Polk County, Iowa. You hereby agree and submit to the personal jurisdiction and venue of such courts.
 24. **Counterparts.** Your Service Agreement may be executed in one or more counterparts, each of which shall be an original. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to an electronic mail message, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
2. **IMPORTANT: PLEASE REVIEW THIS SERVICE AGREEMENT AND ALL ATTACHED EXHIBITS CAREFULLY. BY SIGNING BELOW, YOU ACKNOWLEDGE RECEIPT OF THIS SERVICE AGREEMENT AND AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS, CONDITIONS AND PROVISIONS CONTAINED AND/OR INCORPORATED INTO YOUR SERVICE AGREEMENT. IF YOU DO NOT ACCEPT ALL OF THESE TERMS, CONDITIONS AND PROVISIONS, PLEASE NOTIFY US PRIOR TO ACTIVATION OF SERVICE, AND WE WILL CANCEL OR DISCONNECT YOUR SERVICE.**

Signature  Date 1-22-19
Lane Olson, Chair, Story County Bd of Supervisors

Under the new FCC rules governing the use and disclosure of Customer Proprietary Network Information (CPNI), Central Iowa Broadband will only be allowed to discuss CPNI at our office with those listed as an authorized user on the account. The only exceptions may be for certain routine customer service issues if you have all pertinent information with you, such as the bill or call detail information you wish to discuss. **Remember, CPNI includes all detail information and certain account information, including the amount of your bill.** For telephone inquiries, other rules dictate how we authenticate a customer. By signing below, the customer is expressly requesting that the company share certain account and call detail information, including CPNI, with authorized account users and is authorizing the company to share such information with authorized users as necessary to address service and account inquiries initiated by the account owner or any authorized user.



AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 22nd day of January
in the year Two Thousand **Nineteen**
(In words, indicate day, month and year.)

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

Story County
900 6th Street
Nevada, Iowa 50201

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

Central States Roofing
1811 East Lincoln Way
Ames, Iowa 50010

for the following Project:
(Name, location and detailed description)
Story County Justice Center Re-Roofing Project
1315 South B Avenue, Nevada, Iowa 50201

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

None
None
None

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

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

February 20, 2019

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

Init.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: May 1, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Three Hundred Fifty Eight Thousand Eight Hundred Dollars (\$ 358,800), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
None	

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

Item	Units and Limitations	Price per Unit (\$0.00)
Add/Delete Wood Nailer	Board Foot	\$0.95
Remove and Replace Wood Nailer	Board Foot	\$0.95
Add/Delete Plywood	Sq Ft	\$1.90
Install Walkway	Ln Ft	\$21.25
Remove and Replace wet insulation	Sq Ft	\$320.00
Replace broken drain clamping ring	Each	\$190.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

None

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 18th day of the (following) month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than NA () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

NA

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

NA

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

See Attachment 9.1.9

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

NA %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

NA

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

“If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the Owner shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the Owner, including those incurred on appeal.”

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

All completed work +10%

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Joby Brogden

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mark Hanson
mark@csroofing.com
1811 East Lincoln Way, Ames, Iowa 50010

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Init.

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Init.

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

5.2.2 Final payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other required closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

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


OWNER (Signature)

Story County, Lauri Olson, Chair,
(Printed name and title)
Story County Board of Supervisors


CONTRACTOR (Signature)

Mark Hanson, President
(Printed name and title)

Init.

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AIA Document A101™ – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fifth day of December in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

Story County Justice Center Re-Roofing Project
1315 South B Avenue, Nevada, Iowa 50201

THE OWNER:
(Name, legal status and address)

Story County
900 6th Street
Nevada, Iowa 50201

THE CONTRACTOR:
(Name, legal status and address)

Central States Roofing
1811 East Lincoln Way
Ames, Iowa 50010

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
---------------	-----------

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The

Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

§ A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

§ A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

§ A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

§ A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

§ A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

§ A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

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§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ 1,000,000) each occurrence, (\$ 2,000,000) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible,

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and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of Contract Amount
Performance Bond	100% of Contract Amount

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

All liability policies which include the owner as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Iowa Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

Non waiver of Government Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and including the owner as an additional insured does not waive any of the defenses of government immunity available to the owner under Iowa Code 670.4 as it now exists and as it may be amended from time to time.

Assertion of Governmental liability: the owner shall be responsible for asserting any defense of government immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-denial of coverage: the insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the owner under this policy for reason of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the owner.

General Liability Minimum Insurance Requirements

2,000,000 general aggregate

1,000,000 each occurrence personal injury

1,000,000 per accident for bodily injury and property damage

Excess umbrella

2,000,000 each occurrence

2,000,000 general aggregate

ANTI-HEROIN TASK FORCE GRANT PROGRAM

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

Anti-Heroin Task Force CFDA #16.710

Grantee: Story County Sheriff's Office 900 6th Street Nevada, Iowa 50201-2004	Grant #18-COPS Heroin-08 Grant Period: January 1, 2019 through December 31, 2019 Federal: \$6,111 Match: \$0 Total: \$6,111
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ODCP Contact: Dennis Wiggins 515/725-0311

Legal Applicant:

~~Rick Sanders~~

Lauris Olson
 Chairperson, Story Co. Board of Supervisors

Program Director:

Brian Tickle

(515) 371-7941 btickle@storycountyia.gov

This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.

SPECIAL CONDITIONS

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

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

SIGNATURES/DATES

 _____ Legal Applicant/Date	 _____ Program Director/Date	 _____ ODCP Administrator/Date
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IOWA GOVERNOR'S OFFICE OF DRUG CONTROL POLICY

STANDARD GRANT CONDITIONS

Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Postconviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; and Paul Coverdell Forensic Science.

1. General:

These standard grant conditions, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Governor's Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Postconviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; and Paul Coverdell Forensic Science.

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

The Grantee agrees to indemnify and hold harmless the Governor's Office of Drug Control Policy (ODCP) and the State of Iowa for all loss and damage sustained and liability incurred by the Grantee.

The Grantee hereby agrees to abide by all applicable Federal, state, and local laws, rules and regulations. The Certified Assurances and forms signed and or submitted via www.iowagrants.gov by the Grantee in making application for grant funds are incorporated herein.

2. Definitions:

- a. "State" means the State of Iowa.
- b. "ODCP" means the Governor's Office of Drug Control Policy.
- c. "Grantee" or "Legal Applicant" means the governmental agency contracting with the Governor's Office of Drug Control Policy.
- d. "Program/Project Director" means the person who has been delegated authority to administer the project described in the application.

- e. "Special Conditions" means those conditions applying uniquely to this grant contract as identified on the grant contract page.
- f. "Standard Grant Conditions" means those conditions applying to all ODCP grant contracts.
- g. "JAG" means the *Federal Byrne–Justice Assistance Grant* program, for which ODCP is the State Administrative Agency in Iowa.

3. Accountability for All Entities:

Grantees shall promote effectiveness, efficiency, and accountability. They must serve their publics in an ethical and transparent manner. This includes operating professionally, truthfully, fairly, and with integrity and accountability to uphold public trust.

4. Additional Guidance for Nonprofit Organizations:

Nonprofit organizations must be aware of and comply with applicable law and regulations. The Iowa Nonprofit Principles and Practices for Charitable Nonprofit Excellence Revised 2016 shall be used as a means of educating nonprofit organizations about the laws and regulations with which they must comply and to provide guidance about good operational practices and ethical conduct. This publication may be accessed at <https://inrc.law.uiowa.edu/sites/inrc.law.uiowa.edu/files/pp-2016ed-web.pdf>

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

5. Accounts and Records:

- a. The Grantee shall comply with pertinent state and Federal laws, and the provisions of the Office of Justice Program's (OJP) Financial Guide:
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- b. The Grantee shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. Grantees are expected to maintain separate records for each Federal grant or program. Cash or matching contributions made by the Grantee shall be verifiable from the Grantee's records. These records shall contain information pertaining to contract amount, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and program income.

- c. Effective control and accountability shall be maintained for all assets, including current and accurate equipment inventory records. The Grantee shall adequately safeguard all such property and assure that it is used solely for authorized purposes. Accounting records shall be supported by source documentation such as canceled checks, paid bills, receipts, payrolls, contract award documents, etc.
- d. The Grantee, in making project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the ODCP.
- e. The Grantee agrees to maintain a sufficient recordkeeping system to provide statistical data for the purpose of planning, monitoring, and evaluating their program.
- f. All pertinent records and books of accounts related to this contract shall be retained for a period of three (3) years—following the closure of the grantee’s most recent audit report. In the event of litigation, negotiation or audit findings, the records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

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

Grant application materials will specify the level and conditions of match required for each grant program. If cash or in-kind match is required, the match will be identified in the grant contract signed by the grantee as well as in the approved budget. If “cash” match is included in the approved budget, the grantee must be able to demonstrate that the match is from a new appropriation, or from existing resources which were not intended for the stated program purpose

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

- a. Local and state appropriations;
- b. Funds contributed from private sources;
- c. Federal funds from the following sources:
 - 1.) Housing and Community Development Act of 1974;
 - 2.) Appalachian Regional Development Act;
 - 3.) General Revenue Sharing;
- d. Existing resources (as long as the existing funds were used in areas other than the stated program purpose);
- e. Salaries of existing personnel who are transferred to grant activities (if the original positions are filled with new personnel);

- f. Asset forfeiture funds resulting from state or Federal court action per applicable state and Federal guidelines;
- g. Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award;
- h. Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions on Tribal lands; and
- i. Funds otherwise authorized by law.

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

7. Non-Supplanting Requirement:

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

8. Program Income:

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

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

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

9. Subcontracting:

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by ODCP, with the exception of subcontracts under \$1,000. Open and free competition is required. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor, and the contract policies and requirements. All grant related certifications

and conditions agreed upon by the applicant agency shall be passed on to subcontracting agencies. Subcontractors shall complete the Standard Grant Condition Certification.

10. Property and Equipment:

- a. Iowa Administrative Code, Administrative Services [401, Chapter 11] and [Section III, 3.7 of OJP's Financial Guide](#) prescribe property rules and regulations.
- b. The grantee shall develop procedures to assure competitive acquisition of approved purchases.
- c. Definition of Equipment: Any item costing \$5,000 or more and having an anticipated useful life of more than one year. Chairs, tables, files and movable partitions costing less than \$5,000 shall be accounted for in aggregate. All other items of equipment shall be accounted for individually.

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

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

11. Computer Systems:

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

12. Travel:

Travel specifically identified in the grant application and approved budget is approved for reimbursement by ODCP. Out of state training and travel not identified and approved in the application and grant budget requires approval by ODCP prior to reimbursement. Requests for out-of-state training and travel must be submitted to ODCP in writing.

Recipients shall follow their own written policy for allowable travel costs. In the event a reasonable and prudent policy does not exist, State of Iowa approval rates will apply to subrecipient travel costs. State rates are available by contacting ODCP.

13. Payments:

Expenditure reports must be submitted monthly. Expenditure reimbursement shall be made on program cash expenditures included in the grant budget and upon the receipt and acceptance by ODCP of a properly completed and authorized expenditure report and supporting documentation. Reimbursement must be requested within 23 days after the end of the period for which payment is being requested. Payments may be adjusted to correct disallowance's resulting from audit or contract review. Reimbursement may be withheld if a grantee is delinquent in program reporting or if the grantee fails to meet any contract condition.

14. Reporting:

Form to be Used:

a. Claim for Reimbursement - Completed online at www.iowagrants.gov

Due Date:

Due by the 23rd day of **each** month, following expenditures.

b. Quarterly Progress Reports - Completed online at www.iowagrants.gov

Due Date:

October 23rd
January 23rd
April 23rd
July 23rd

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

Due Date

July 31st

d. Annual Audit Report
If agencies are exempt from audit requirements, you must keep

Due Date

For July 1st through June 30th audit is due by March 31st

records that are available for review or audit by appropriate officials including the Federal agency, the State agency, and the US Government Accountability Office (GAO).

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

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds. This audit must be conducted in accordance with the Government Auditing Standards (December 2011 Revision), as found on the GAO website. The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award. Audits must be conducted no less frequently than every 2 years. The dollar threshold applies as established for audit reports in OMB Circular A-133, as amended.

16. Audits:

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

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

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

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

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

Monitoring/Evaluation:

The Governor's Office of Drug Control Policy may conduct site visits to review grant compliance, assess management controls, assess the applicable activities or strategies, and provide technical assistance. In addition, the Grantee agrees to provide any data or information required for the purposes of monitoring and program evaluation. Such evaluation may be conducted by ODCP or other appropriate agencies. The Grantee agrees to ensure the cooperation of the Grantee's employees and board members in such efforts.

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

17. Changes in the Program:

- a. **Changes in Service:** Changes in types of services provided by the Grantee as agreed to in the application and award require **prior approval** by ODCP. Discontinuation of a service may result in a decrease in the grant amount or termination of the grant.
- b. **Changes in Location:** ODCP must be notified of any change in office or service location (relocation, addition, or deletion) from that shown in the application within 72 hours of such change.
- c. **Changes in Program Director or Other Personnel:** When there is a change in the program director or any other personnel supported by the grant from that shown on the application, ODCP must be notified. The Grantee is responsible for replacement, and notifying ODCP in writing of each action within 72 hours.
- d. **Change in Legal Applicant/Grantee:** A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one legal entity to another. A change of Grantee must be approved in advance by ODCP. ODCP reserves the right to not contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project; and, a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by ODCP prior to the date of transfer.
- e. **Change in Budget:** Due to the fact that budget line item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget revision requests must be submitted, and approved by, ODCP prior to the revised expenditure of funds. ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested, via iowagrants.gov, by the legal applicant and/or the legal applicant's authorized designee (e.g. the Program/Project Director), who must certify that the change in budget does not constitute a change in the goals and objectives of the program.

18. Withholding of Support, Suspension, and Termination:

- a. **Withholding of Support:** With ten (10) days written notice, ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by Grantee and approved by ODCP. Reasons may include, but are not limited to the following:
 - 1.) Delinquency in submitting required reports;
 - 2.) Failure to provide adequate management of the funds;
 - 3.) Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract; and
 - 4.) Failure to regularly coordinate the activities and services with other local providers funded by ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.

- b. **Suspension:** When, as determined by ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until ODCP terminates the grant.

- c. **Termination:**
 - 1.) **Termination for Cause:** The ODCP may terminate a grant in whole or in part anytime before the date of completion if ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, ODCP must send written notice to the Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by ODCP shall be made in accordance with the terms and conditions of this grant.
 - 2.) **Termination on Other Grounds:** In addition to termination for cause, ODCP grants may be terminated in whole or in part as follows:
 - (a) By ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
 - (b) By the Grantee. Thirty (30) days written notice to ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
 - (c) By ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination. The ODCP shall not be liable for unemployment compensation arising from the termination of this grant.

19. Copyrights:

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

20. Publicity:

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

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

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

21. Release of Information and Confidentiality of Records:

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

22. Conflict of Interest:

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

23. Report Misuses of Funds

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

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

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

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

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

25. Drug Free Workplace:

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

26. Americans With Disabilities Act:

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

27. Immigration and Naturalization Service:

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

28. Limited English Proficiency:

“Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.”

29. Equal Employment Opportunity Program:

- a. All grant recipients, including contractors, will comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); Victim of Crime Act (42 U.S.C. 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973 (29 U.S.C. 794); Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).
- b. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Iowa Governor’s Office of Drug Control Policy (ODCP).
- c. Recipient will provide an Equal Employment Opportunity Plan (EEOP) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Otherwise, it will provide a certification to the OCR and the ODCP that it has a current EEOP on file, if required to maintain one. Grantee agencies receiving less than \$25,000; grantee agencies with less than 50 employees,

regardless of the amount of the award; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEO requirement, but the grantee is required to submit a certification form to the OCR to claim the exemption. A copy of the certification form shall also be submitted to the ODCP. Information about civil rights obligations of grantees can be found at www.ojp.usdoj.gov/ocr .

- d. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act, (IAC Ch 216), prohibits discrimination in employment because of a person's: Race, Creed, Color, Sex, Age, National Origin, Gender Identity, Sexual Orientation, Disability, or Religion.

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

30. Equal Treatment for Faith Based Organizations:

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that grant awards may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grant recipients may still engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and participation in such activities

by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded through grant funding are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

31. Lobbying Restrictions:

The Grantee agrees that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract or grant, and the Grantee receives Federal funds exceeding \$100,000, the Grantee shall complete and submit standard [Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>
- c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

32. Sanctuary Jurisdiction

Grantee will comply with the provisions of 8 U.S.C §1373 which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials from "prohibit[ing] or in any way restrict[ing]" government officials or entities from sending to, or receiving from, federal immigration officers information concerning an individual's citizenship or immigration status.

33. Liability:

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

34. Drug Task Force:

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

35. Drug Task Force Training:

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

36. Use of Force Training Metrics

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

37. NEPA Clandestine Methamphetamine Laboratories:

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

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

- a. The grant recipient shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.
- b. Grant recipients shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan

will be used to ensure the adverse environmental, health, and safety impacts in the Assessment are mitigated in a manner consistent with the requirements of this condition.

- c. Grant recipients shall monitor grant funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan.

Methamphetamine Mitigation Conditions

Where applicable, grant recipients shall:

- a) Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
- b) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
- c) As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
- d) Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
- e) Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
- f) Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
- g) Monitor the transport, disposal and recycling components of subparagraphs number "e" and "f" immediately above in order to ensure proper compliance;
- h) Have in place and implement a written agreement with the responsible State environmental agency. This agreement must provide that the responsible State environmental agency agrees to: (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory; and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the State environmental agency and in accordance with existing State and Federal requirements;
- i) Have in place and implement a written agreement with the responsible State or local service agencies to properly respond to any minor, as defined by State law, at the site. This agreement must ensure immediate response by qualified persons

who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up tests, examinations, or health care made necessary as a result of methamphetamine toxicity; and

- j) Report all clandestine lab responses to the Iowa Division of Narcotics Enforcement using EPIC report form #143. Assistance in completing this form is available by calling 515/281-9054.

38. DUNS/SAM Registration:

Grant recipient shall register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The recipient shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

39. Recipient Integrity and Performance

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

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

40. Contested Cases – Administrative Procedure Act:

Grantees who wish to contest the application of these standard grant conditions may do so in accordance with Chapter 17A of the Code of Iowa.

Revised 6/18/18

Iowa Governor's Office of Drug Control Policy
STANDARD GRANT CONDITIONS CERTIFICATION
Legal Applicant & Program/Project Director

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

Story County Leona Olson, chair
(Legal Applicant - Print or Type) Story County Board of Supervisors (Signature Legal Applicant) 1-22-19 (Date)

Brian Tickle
(Program/Project Director - Print or Type) [Signature] 11/7/19 (Signature Program/Project Director) (Date)

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

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

(Signature Contracting Agency)

(Date)

Iowa Governor's Office of Drug Control Policy
CERTIFIED ASSURANCES

NON-SUPPLANTING

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

MATCHING FUNDS

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

RECORD KEEPING

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

REPORTING

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

NONDISCRIMINATION

The grantee assures that it will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

FINDINGS OF DISCRIMINATION

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

REPORT MISUSE OF FUNDS

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

NON-DISCLOSURE AGREEMENTS

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

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

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The grantee will determine whether it is required to formulate an Equal Opportunity Program (EEOP), in accordance with 28 CFR 42.301 *et. seq.* if the grantee is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), indicating that it is not required to develop an EEOP. If the grantee is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the grantee will submit a certification form to the OCR and the ODCP certifying that it has an EEOP on file which meets the applicable requirements. If the grantee is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and the ODCP. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption.

LIMITED ENGLISH PROFICIENCY

Applicant must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

Assistance for Spanish speaking people may be available through the Iowa Division of Latino Affairs at <http://www.latinoaffairs.iowa.gov> or 515-281-4080. Local interpreters and translators may be available through the Iowa Interpreters and Translators Association at <https://www.iitanet.org>.

FINANCIAL AND ADMINISTRATIVE GUIDE

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

COMPLIANCE WITH FEDERAL PROCEDURES

The grantee assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of

Identifiable Research and Statistical Information Systems; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

SANCTUARY JURISDICTIONS

The grantee assures that it will comply with the provisions of 8 U.S.C §1373 which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials from “prohibit[ing] or in any way restrict[ing]” government officials or entities from sending to, or receiving from, federal immigration officers information concerning an individual’s citizenship or immigration status.

AUDIT REQUIREMENTS

The grantee assures that it will provide for an independent audit report on an annual basis as required by Title 2 C.F.R. Part 200, Subpart F and the OJP Financial Guide which states:

- a. Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including indirect recipients) in the organization fiscal year (12 month turnaround reporting period) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Part 200, Subpart F.
- b. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirement for that year. Records must be available for review or audit by appropriate officials including the United States Department of Justice, Governor’s Office of Drug Control Policy, and General Accounting Office.

FEDERAL FUNDS ACKNOWLEDGMENT

The grantee assures that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the projects or program.

DRUG TASK FORCE TRAINING

The grantee assures that each sworn member of a law enforcement task force funded in whole or in part with these grant funds will complete Department of Justice required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Participants should use the preauthorization code **QX6S4** when conducting the training.

DUNS/SAM Registration:

The grantee assures that it will register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The recipient shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

Recipient Integrity and Performance

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

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

METHAMPHETAMINE MITIGATION

The grantee shall:

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

methamphetamine toxicity.

CERTIFICATION

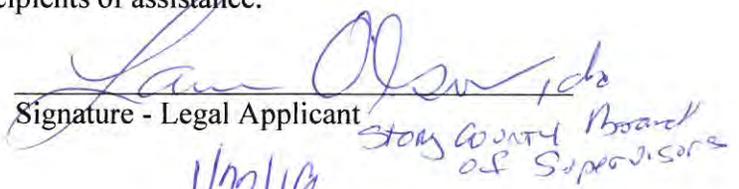
I certify that the program in this application meets all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; that all the information presented is correct; and the application will comply with the provisions of the Act and all other Federal laws, regulations, and guidelines.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



Signature - Project Director

11/17/19

Date



Signature - Legal Applicant

1/22/19

Date

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person: Barry Thomas

2. Title/Address: Captain/Chief Deputy
1315 S.B Ave
Nevada, IA 50201

3. Telephone Number: (515) 382-6566

4. Number of persons employed by the agency responsible for administering this grant:
87

Iowa Governor's Office of Drug Control Policy
US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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

(Sub-Recipient)

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

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

Lauris Olson, Chair, Story County Board of Supervisors

Name and Title of Authorized Representative

Lauris Olson

Signature

1-22-19

Date

Story County

Name of Organization

900 6th St, Nevada, IA 50201

Address of Organization

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

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

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

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

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

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

_____ Story County

Organization Name
_____ Lauris Olson, Story County Board of Supervisors

Name and Title of Authorized Representative
_____ [Signature]

Signature _____ Date 1-22-19

CERTIFICATION REGARDING LOBBYING

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here LO and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Forms are available from the Governor's Office of Drug Control Policy.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Story County - 900 6th St, Nevada
Name and Address of Organization

Lauris Olson, Chair, Board of Supervisors
Name of Authorized Individual

 1-22-19
Signature and Date

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>Story County</u>	
Address: <u>900 6th St Nevada, IA 50201</u>	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number: <u>050813112</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Alissa Wignall, Director of Internal Operations & Human Resources</u>	
Telephone Number: <u>(515) 382-7204</u>	E-Mail Address: <u>awignall@storycountyia.gov</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Alissa Wignall [responsible official], certify that Story County [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization], Story County Board of Supervisors
 [address], 900 6th St, Nevada IA 50201
Alissa Wignall / Director of Internal Operations & Human Resources Alissa Wignall 1/18/2019
 Print or Type Name and Title _____ Signature _____ Date _____

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Iowa Governor's Office of Drug Control Policy

Print or Type Name and Title

Signature

Date

D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

Sub-Recipient Agency Name/Address	Sub-Recipient DUNS Number

If additional space in necessary, please duplicate this page.

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; or it received an award under \$25,000; or it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, and (2) have fifty or more employees, and (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, submit to the OCR for review, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D Recipients that (1) receive a single award over \$500,000; and (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. The document must have the following title: EEOP Certification. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15 Public Reporting Burden Statement Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.



Aercor Wireless, Inc.
 2600 Eagan Woods Drive
 Suite 260
 Eagan, MN 55121

Invoice

Date	Invoice #
1/9/2019	15683

Bill To
Story County Sheriff's Office 1315 South B Ave Nevada, IA 50201 Attn: Accounts Payable

Ship To
Story County Sheriff's Office 1315 South B Ave Nevada, IA 50201 Attn: Connie Toresdahl

P.O. Number	Terms	Due Date	Rep	Ship	Via	F.O.B.
SignedQuote/DHoughton	Net 30	2/8/2019	DRH	1/9/2019		
Quantity	Item Code	Description			Price Each	Amount
1	11NMXP25	Mobility Premium Software Maintenance - Story County Maintenance Covers: Mobility with 35 Devices, Analytics Module, NAC Module, Policy Module (Effective 5/23/2019 through 5/22/2020)			2,984.06	2,984.06T
APPROVED DENIED Board Member Initials: _____ Meeting Date: <u>1/23/19</u> Follow-up action: _____ _____ _____						
					Subtotal	\$2,984.06
Past due invoices are subject to finance charges at the rate of 18% per annum. All payments made by credit/debit card will be charged a 4% fee on the total invoice All Currency Amounts are stated in U.S. Dollars (USD)					Sales Tax (0.0%)	\$0.00
					Total	\$2,984.06

COUNTY SUBSTANCE ABUSE PREVENTION SERVICES AGREEMENT

THIS AGREEMENT is made and executed this first day of July 2018 by and between the STORY COUNTY BOARD OF SUPERVISORS (hereinafter referred to as "BOS."), and YOUTH AND SHELTER SERVICES (SUBCONTRACTOR) (hereinafter referred to as "YSS.") whose address is 420 Kellogg, Ames, IA 50010 to utilize the County Substance Abuse Prevention Services grant funds proposed to be \$10,000.00. All parties to this Agreement desire to provide comprehensive substance abuse prevention services. Services will include but not be limited to those outlined in the 'Description of Work', as stated in the grant proposal for FY 2019. It is hereby agreed as follows:

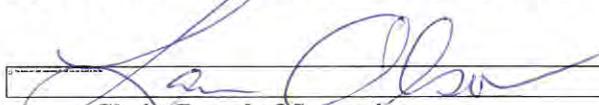
1. The Contractor of the County Substance Abuse Prevention Services will be the BOS. Responsibilities of the BOS include:
 - a. Provides oversight for the financial and administrative matters of the contract.
 - b. Must approve changes (modifications) in subcontractors and/or purchase of service agreements as well as changes in activities identified in the application. Approval should be noted in minutes of Board meetings.
 - c. Must sign contract amendments.
 - d. The appropriation of the County Substance Abuse Prevention Services funding is made to the BOS. The BOS is accountable for the expenditure of these funds.
 - e. To assure any subcontractors are in compliance with General Conditions.
2. Substance abuse prevention services shall be provided to all persons residing in Story County.
3. The plan, as illustrated by the FY 19 County Substance Abuse Prevention Services application will be carried out. The total subcontract amount is \$40,000 (line item budget attached). Any amendments to the plan will be carried out by the request to modify. This will be adhered to by all parties.
 - a. The Lion's Quest, evidence-based curriculum will serve up to 200 youth in Story County in multiple sessions and activities and will increase or maintain the perception of risk/harm related to alcohol
 - b. The Project ALERT program will serve up to 450 youth in the 7th & 8th grade in Story County in lessons taught over a 2 year span. This grant will fund year two. The program will maintain or increase the knowledge base for resisting substances.
4. The sub-contractor's (YSS) responsibilities are as follows:
 - a. Agrees to comply with the specific components of the County Substance Abuse prevention Services Contract of the Iowa Department of Public Health (hereinafter referred to as DEPARTMENT), and DEPARTMENT special and general conditions dated 7-1-2018. YSS is responsible for all services outlined in county application which includes providing substance abuse programming in Story County schools. YSS will assure compliance with all special and general conditions of the Agreement. This will assure continuity of care for Story County residents across all age groups.
 - b. Will comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order No. 15 of 1973, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11375 of 1967, the Equal Employment Opportunity Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975. YSS in completing this contract shall comply with Title VI Civil Rights Act of 1964 (PL88-352) so that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, creed, color, religion, national origin, sex, age or physical or mental disability.
 - c. Shall provide personal liability insurance coverage for employees performing services

under this Agreement. It is agreed that YSS is at all times an independent contractor shall be outside the control of Story County as to the manner of performing services. Staff performing services under the Agreement are not employees, agent or officers of Story County. Proof of such insurance coverage by certificate shall be provided to the Board by YSS at the commencement of services under this Agreement and, thereafter, upon any renewal of coverage.

- d. YSS shall hold harmless, indemnify and defend Story County against any and all claims, losses, damage or lawsuits from third parties arising from or related to the provision of services under this Agreement.
 - e. The subcontractor shall provide the DEPARTMENT, the CONTRACTOR, and any of their duly authorized representatives with access, for the purpose of audit and examination to any documents, papers, and records of the subcontractor pertinent to the subcontract.
 - f. Shall provide a yearly report of its activities relating to the services provided under this Agreement to the BOS, or most frequently, upon request.
 - g. Will submit bills by the tenth day of October, January, April and July of the preceding quarter's services. Will maintain records to ensure expenditures do not exceed the approved appropriations.
 - h. Will complete IDPH required grant reports in a timely manner.
- 5 If any provisions contained herein shall be in conflict with the laws of the State of Iowa, or shall be declared to be invalid by a Court of record of this State, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the Court shall continue to be in effect.
- 6 This Agreement may be canceled by either the BOS, or YSS upon ninety (90) days written notice.
- 7 The term of this agreement shall be from July 1, 2018, until June 30, 2019. Thereafter, the agreement will be renegotiated from year to year. This agreement may be amended at any time by mutual agreement. The amount of funds for each grant is identified on the Iowa Department of Public Health contract fact sheet.
- 8 This plan will support the local Comprehensive Needs Assessment as well as the Healthy Iowans 2020 plan.

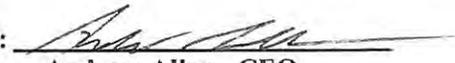
AGREED AND EXECUTED THIS 20th DAY OF Jan, 2019

STORY COUNTY BOARD OF SUPERVISORS



Chair, Board of Supervisors

YOUTH AND SHELTER SERVICES

BY: 
Andrew Allen., CEO

Date 1/10/19

SUBCONTRACTOR LINE ITEM BUDGET

Staff Position	Role	Salary and Benefits to Project	IDPH	Match
Jane Larkin, Community Prevention Coordinator	Supervisor	\$6,000	0	\$6,000
Julie Hall, Prevention Specialist	Project Alert Curriculum	\$8,000	\$2,000	\$6,000
Prevention Specialist	Project Alert Curriculum	\$8,000	\$3,000	\$5,000
Jennifer Schmit	Kids Club Manager	\$6,000	\$3,000	\$3,000
Four Kids Club Site Supervisors	\$12,000	\$12,000	\$2,000	\$10,000
Totals		\$40,000	\$10,000	\$30,000

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Emily Zandt, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 19-60**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to amend the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by John Miranowski on behalf of Prairie Vineyards LC, 4523 Westbend Drive, Ames, Iowa, involving approximately 1 net acre of the property located at 56344 130th Street, Story City, and hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, on January 2nd, 2019 the Story County Planning and Zoning Commission recommended approval (vote 6-0) of the proposed amendment to the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Agricultural Conservation area to the Commercial-Industrial area to the Story County Board of Supervisors;

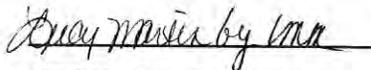
AND, WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interest of Story County, Iowa, and of all persons concerned, that said such application amending the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Agricultural Conservation area to the Commercial-Industrial area be approved, and the proposed changes reflected on the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map*.

NOW, THEREFORE, BE IT RESOLVED that the application to amend the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by John Miranowski on behalf of Prairie Vineyards LC involving real estate described on Attachment A and shown on Attachment B be approved.

Dated this 22nd day of January, 2019.



Story County Board of Supervisors



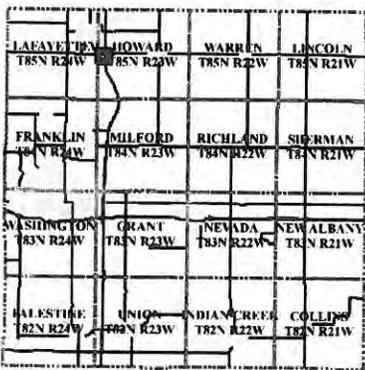
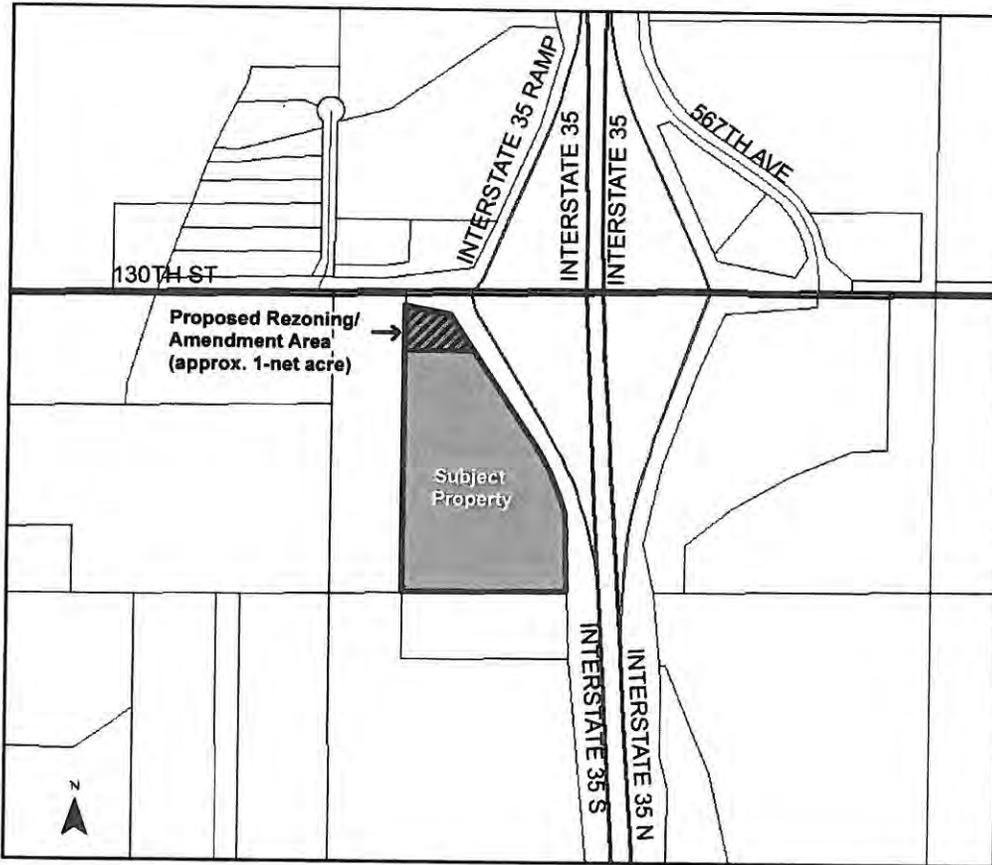
ATTEST: Story County Auditor

Moved by: Sanders
Seconded by: Murken
Voting Aye: Sanders, Murken, Olson
Voting Nay: None
Absent: None

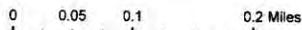
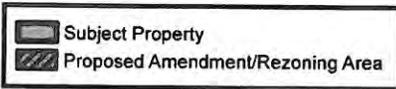
ATTACHMENT "A"

Commencing at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 19, Township 85 North, Range 23 West of the 5th P.M., Story County, Iowa; thence, east 320' along the north line of said section; thence, south 60' to the northwest corner of parcel #0219100220 and the point of beginning of said area to be rezoned; thence south 200' along the west line of said parcel, thence easterly parallel to the north line of said Section 19 to the west right-of-way line of Interstate 35; thence, northwesterly along said right-of-way line to the point of beginning, containing approximately 1.0 acre.

ATTACHMENT "B"



REZ06-18
Prairie Vineyards, LC. Rezoning
and C2C Future Land Use Map
Amendment Request
Parcel #: 02-19-100-220
56344 130th Street, Story City



Map created on 1/10/2019
 by the Story County Planning and Development Department.

DISCLAIMER:
 Story County's digital cadastral data is a representation of recorded plats and surveys for use within the Geographical Information System for the purpose of data access and analysis. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use.

Instrument #: 2019-00525
01/22/2019 02:11:15 PM Total Pages: 6
28E 28E AGREEMENTS
Recording Fee: \$ 0.00
Stacie Herridge, Recorder, Story County Iowa



Return to: Shelly B.
Will call (Story Co. Auditor's Office)

Type of Document: Amendment to 28E Agreement

Ethan F. Anderson 1315 South B Avenue, Nevada, IA 50201
Preparer Information: (Individual's Name, Street Address, City, State, Zip, Phone)
(515-382-7218)

Taxpayer Information: (Individual/Company Name, Street Address, City, State, Zip, Phone)

~~Ethan F. Anderson~~ Ethan F. Anderson 1315 South B Avenue, Nevada, IA 50201
Return Document to: (Individual/Company Name, Street Address, City, State, Zip)

Grantors:

Grantees:

Legal Description:

Instrument Number/Book and Page Reference:

AMENDMENT NO. 1
To
28E Agreement
For
INTERGOVERNMENTAL AGREEMENT FOR COMBINED LAW ENFORCEMENT INVESTIGATIONS
OF CONTROLLED SUBSTANCES
Dated December 3, 2018
Iowa Code Section 28E.12

This AMENDMENT No. 1 is by and among the County of Story, Iowa, the City of Ames, Iowa, and Iowa State University of Science and Technology, with their respective law enforcement agencies, the Story County Sheriff's Office, the Ames Police Department (hereinafter "Ames PD"), and the Iowa State University Department of Public Safety (hereinafter "ISU DPS"), (collectively, "the Parties"). In consideration of the mutual covenants herein made, the Parties agree as follows:

SECTION 1. PURPOSE OF AMENDMENT

1. Member Counties agree that an amendment should be made to allow for City of Boone, Iowa, with its respective law enforcement agency, the City of Boone Police Department to join this 28E agreement.
 - a. The agreement referenced above is amended to include City of Boone, Iowa as party to this agreement.

SECTION 2. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

IN WITNESS WHEREOF, THE CITY OF BOONE EXECUTES THE INTERGOVERNMENTAL AGREEMENT AMENDMENT, EFFECTIVE December 3, 2018.

BY: 
(John Slight)
John Slight Mayor, City of Boone

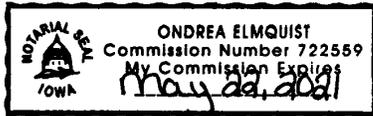
ATTEST: 
(William J. Skare)
William Skare City Administrator, City of Boone

ACKNOWLEDGEMENT BY NOTARY

STATE OF IOWA)
)ss.
BOONE COUNTY)

On this 3rd day of December, 2018, before me the undersigned, a Notary Public in and for said County and State, personally appeared John Slight and William J. Skare, to me personally known, who, being sworn, did say that they are the Mayor of Boone, Iowa and the City Administrator of Boone, Iowa respectively; that the seal affixed hereto is the seal of said the City of Boone, Iowa; that said instrument was signed and sealed on behalf of the said City of Boone, Iowa by authority of its City Council and that said Mayor and City Administrator as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said City, it and by them voluntarily executed.

Andrea Elmquist
Notary Public in and for Said County
And State of Iowa



IN WITNESS WHEREOF, THE CITY OF AMES, IOWA, EXECUTES THE INTERGOVERNMENTAL AGREEMENT AMENDMENT, EFFECTIVE DECEMBER 3, 2018.

BY: *John A. Haila*
John A. Haila, Mayor, City of Ames, Iowa

ATTEST: *Diane Voss*
Diane Voss, City Clerk

ACKNOWLEDGEMENT BY NOTARY

STATE OF IOWA)
)ss.
STORY COUNTY)

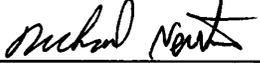
On this 9th day of January, 2019, before me the undersigned, a Notary Public in and for said County and State, personally appeared John A. Haila and Diane Voss, to me personally known, who, being sworn, did say that they are the Mayor of Ames, Iowa and the City Clerk of Ames, Iowa respectively; that the seal affixed hereto is the seal of said City of Ames, Iowa; that said instrument was signed and sealed on behalf of the said City of Ames, Iowa by authority of its City Council and Mayor and that said Mayor and City Clerk as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Rachel Knutsen
Notary Public in and for Said County
And State of Iowa



IN WITNESS WHEREOF, IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY ON
BEHALF OF ITS DEPARTMENT OF PUBLIC SAFETY EXECUTES THE INTERGOVERNMENTAL
AGREEMENT AMENDMENT, EFFECTIVE DECEMBER 3, 2018.

BY: 
Pamela Elliott Cain
Interim Senior Vice President for University Services


Michael Newton
Assistant Vice President/Chief of Police

IN WITNESS WHEREOF, STORY COUNTY EXECUTES THE INTERGOVERNMENTAL AGREEMENT AMENDMENT, EFFECTIVE December 3, 2018.

BY: Lauris Olson

(print name)

Lauris Olson Board of Supervisors, Chairperson

ATTEST: Lucy Martin by lma

(print name)

Lucy Martin by lma Story County Auditor

ACKNOWLEDGEMENT BY NOTARY

STATE OF IOWA)

)ss.

Story COUNTY)

On this 22nd day of January, 2019, before me the undersigned, a Notary Public in and for said County and State, personally appeared Lauris Olson and Lucy Martin by Lisa Martin to me personally known, who, being sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Story County, Iowa respectively; that the seal affixed hereto is the seal of said Story County; that said instrument was signed and sealed on behalf of the said Story County, Iowa by authority of its Board of Supervisors and that said Chair Board of Supervisor Auditor as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Michelle L. Bellile

Notary Public in and for Said County
And State of Iowa





County Outreach and Special Projects Manager
Story County, Iowa

Administration Building
900 6th Street, Nevada, Iowa 50201

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

APPROVED
DENIED
Board Member Initials: _____
Meeting Date: 1/22/19
Follow-up action: _____

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Discussion and consideration of establishing a staff working group to review adopted social media policies and bring forth revisions as necessary to the Board of Supervisors

DATE: January 17, 2019

Background

The Story County Board of Supervisors adopted the *Social Media Policy* in 2015. As the policy states, it is:

“...intended to provide guidelines for Story County employees concerning the appropriate use of social media. All use of social media, including social networking sites, shall be consistent with applicable state, federal and local laws, regulations and policies including Story County's Social Networking Policy that regulates Story County social media sites. This policy applies to any social networking, social media or web-based information sharing/open communication site including, but not limited to Facebook, Twitter, blogs, snap chat, wikis, chat room and message boards.”

The *Social Networking Policy* referred in the *Social Media Policy* was adopted by the Board in 2012. That policy “establishes guidelines and rules for use of social media for employees and employees' interaction with the public to improve constructive communication.”

Issue and Staff Recommendation

Given the age of both policies, as well as the rapidly-changing nature of technology and the usage of social media as a communications tool, it may be an appropriate time for the Board of Supervisors to revisit these policies and update as necessary. Staff recommends the Board establish a staff working group to review the adopted policies and practices as well as those policies from other jurisdictions and provide the Board with modifications to the policies as necessary.

Please let me know any questions or concerns you have.



January 16, 2019

Board of Supervisors:

In preparing for the upcoming FY20 budget, there are some projects that would qualify for essential county purpose bonding and could be levied in the debt service fund. In order for the debt service levy to be accessed in FY20, the debt would need to be certified in by 4/1/19.

Essential county purpose – Code of Iowa 331.443

The E911 system – estimated costs for Story County include ~\$1.5M for the infrastructure and an additional ~1.5M for radio needs. This would qualify under 331.441 (17). Estimated figures for a loan are – 15 yr payout = ~.06/\$1,000; 20 yr payout = ~.05/\$1,000. Obviously, without going through the bidding process, the interest rates are unknown at this point, but this gives you an estimate to work with.

Secondary Roads paving projects (in the 5 year plan) – 13th St, 530th Ave, 560th Ave. The estimated costs for these 3 projects is \$7.1M. Our interpretation is that these would qualify under 331.441 (16). Estimated figures for a loan are – 15 yr payout=.13/\$1,000; 20 yr payout = .11/\$1,000. Again, these are estimated costs.

Auditor Lucy Martin, Attorney Jessica Reynolds, along with Lisa Markley and Ethan Anderson met last week and in order to get debt certified by 4/1/19. The timeline looks like this:

- Send notice to paper -2/15/19
- Publish notice of intent – 2/21/19
- Public hearing – 3/5/19
- Issuance of debt – 3/26/19

APPROVED

DENIED

Board Member Initials: _____
Meeting Date: 1/22/19
Follow-up action: Directions; proceed

Story County FY19 Quarterly Report
December 31, 2018
50.00% of Year

Expenditures:	Original	Amended	Oct-Nov-Dec	YTD	Percent of Budget	Amount Remaining
	Annual Budget		Total			
Board of Supervisors	\$992,156.00		\$322,343.69	\$519,385.96	52.35%	\$472,770.04
Auditor	\$1,111,282.00		\$361,808.11	\$605,738.75	54.51%	\$505,543.25
Treasurer	\$847,737.00		\$211,776.55	\$431,452.47	50.89%	\$416,284.53
County Attorney	\$2,471,657.00		\$671,895.81	\$1,311,818.29	53.07%	\$1,159,838.71
Sheriff	\$8,784,054.00		\$2,327,379.06	\$4,534,197.40	51.62%	\$4,249,856.60
Recorder	\$414,037.00	\$419,037.00	\$116,049.72	\$207,006.53	49.40%	\$212,030.47
Animal Control	\$384,000.00	\$619,826.00	\$83,089.98	\$330,600.61	53.34%	\$289,225.39
General Betterment (40% L.O.S.T.)	\$1,031,725.00	\$25,239.71	\$25,239.71	\$217,964.64	21.13%	\$813,760.36
Engineer	\$7,810,300.00	\$8,045,300.00	\$2,209,746.08	\$3,870,320.59	48.11%	\$4,174,979.41
Veteran Affairs	\$107,444.00		\$39,416.42	\$62,031.98	57.73%	\$45,412.02
Conservation Board	\$3,568,040.00	\$4,324,979.00	\$1,190,357.97	\$1,736,651.42	40.15%	\$2,588,327.58
Environmental Health	\$307,644.00		\$84,654.20	\$158,249.23	51.44%	\$149,394.77
IRVM	\$242,065.00		\$74,793.99	\$152,833.34	63.14%	\$89,231.66
Community Services	\$334,010.00		\$93,049.49	\$162,123.52	48.54%	\$171,886.48
Community Life	\$62,500.00	\$337,500.00	\$232,858.45	\$255,507.96	75.71%	\$81,992.04
Human Services Center	\$398,600.00		\$126,305.14	\$210,351.88	52.77%	\$188,248.12
Facilities Management	\$708,100.00	\$724,600.00	\$202,007.76	\$365,355.74	50.42%	\$359,244.26
Information Technology	\$1,155,475.00		\$297,272.55	\$495,536.62	42.89%	\$659,938.38
Planning & Development	\$276,800.00		\$90,991.01	\$144,717.57	52.28%	\$132,082.43
Justice Center Facilities	\$761,965.00		\$220,166.78	\$403,854.57	53.00%	\$358,110.43
DHS	\$66,100.00		\$12,868.69	\$23,959.03	36.25%	\$42,140.97
Mental Health	\$1,978,914.00		\$93,343.31	\$184,306.67	9.31%	\$1,794,607.33
Juvenile Court Services	\$396,050.00		\$69,807.60	\$106,239.38	26.82%	\$289,810.62
Countywide Services	\$8,686,794.00	\$10,677,577.00	\$3,882,830.27	\$5,090,459.33	47.67%	\$5,587,117.67
Total Expenditures:	\$42,897,449.00	\$46,412,497.00	\$13,040,052.34	\$21,580,663.48	46.50%	\$24,831,833.52

Fund Balance Status:	% of exp	
	Committed	YTD
General Basic Fund	\$1,539,676.69	\$1,909,985.00
General Supplemental Fund		\$150,000.00
County Services MHDS Fund		
Rural Services Fund		\$217,529.00
TIF Fund		
Secondary Roads Fund	\$661,140.00	
		\$5,090,459.33
		\$21,580,663.48
		\$24,831,833.52

Story County FY19 Quarterly Report
December 31, 2018
50.00% of Year

Departmental Revenues:	Annual Budget	Amended	YTD Total	Percent of Budget	Amount Remaining
Auditor	\$9,475.00		\$3,508.56	37.03%	\$5,966.44
Treasurer	\$975,150.00		\$544,282.14	55.82%	\$430,867.86
County Attorney	\$283,996.00		\$131,596.42	46.34%	\$152,399.58
Sheriff	\$1,225,540.00		\$697,645.32	56.93%	\$527,894.68
Recorder	\$594,680.00		\$253,035.47	42.55%	\$341,644.53
Animal Control	\$38,500.00		\$27,796.99	72.20%	\$10,703.01
Engineer	\$7,523,060.00		\$3,978,153.62	52.88%	\$3,544,906.38
Veteran Affairs	\$9,625.00		\$10,102.52	104.96%	-\$477.52
Conservation Board	\$1,135,240.00	\$1,575,351.00	\$146,941.31	9.33%	\$1,428,409.69
Environmental Health	\$80,270.00		\$41,554.64	51.77%	\$38,715.36
IRVM	\$30,620.00		\$19,648.19	64.17%	\$10,971.81
Community Services	\$1,900.00		\$31.80	1.67%	\$1,868.20
Community Life	\$133,000.00		\$68,466.71	51.48%	\$64,533.29
Human Services Center	\$5,065.00		\$2,954.28	58.33%	\$2,110.72
Facilities Management	\$1,500.00		\$1,747.98	116.53%	-\$247.98
Information Technology	\$9,600.00		\$8,372.72	87.22%	\$1,227.28
Planning & Development	\$47,190.00		\$17,186.47	36.42%	\$30,003.53
DHS	\$185,600.00		\$103,350.86	55.68%	\$82,249.14
Mental Health	\$0.00		\$6.03		-\$6.03
Juvenile Court Services	\$10,000.00		\$941.98	9.42%	\$9,058.02
Countywide Services	\$30,846,853.00	\$31,627,853.00	\$17,435,284.81	55.13%	\$14,192,568.19
Total Revenues:	\$43,146,864.00	44,367,975.00	\$23,492,608.82	52.95%	



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900 6th Street, Nevada, Iowa 50201

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

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Discussion and ~~consideration~~ *direction* of proposed revisions to the On-Boarding video
DATE: January 17, 2019

Background

Noelle McLatchie presented the On-Boarding Program to the Board of Supervisors in November 2017 for consideration. The Board approved the program and staff created the materials for the program, including quarterly orientations for new staff, video (to be shown at the orientations), and various documents to help orient new staff to Story County.

Issue

At the request of Supervisor Lauris Olson, staff contacted communications consultants to determine opportunities to provide services related to revising the staff-developed video.

Staff met with Samantha Boyd with Zao 525 and identified various levels/options at which outside consulting assistance could be provided:

- Editing existing video (using the same camera and existing footage, adding professional voice-over and other revisions)
- Creating a new video (for the on-boarding program)
- Working with staff, provide general consulting to re-design and re-brand the on-boarding experience, including development of new materials and video(s)
- Development of a recruitment video (outside of the on-boarding program)

Staff is bringing this to the Board for direction as to how to proceed. If an outside consultant is brought on board, funds are not budgeted for this current fiscal year, however funds are in the FY20 budget request for such purposes.

Please let me know any questions or concerns you have.

