

The Board of Supervisors met on 6/23/20 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lisa Heddens, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyia.gov). Murken read the special note to the public: due to recommendations to limit gatherings to no more than ten (10) people in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via conference call originating from the Story County Administration Building.

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

EMERGENCY MANAGEMENT QUARTERLY REPORT – submitted written report only.

MINUTES: moved to 6/30/20 meeting

PERSONNEL ACTIONS: 1) pay adjustment, effective 7/5/20, in a) Auditor's Office for Scott Wall @ \$26.44/hr; b) Sheriff's Office for Kyle Thompson @ \$2,687.20/bw; effective 7/19/20, in a) Secondary Roads for Lori Mensing @ \$28.78/hr; Ryan Peterson @ \$27.72/hr; b) Sheriff's Office for John Asmussen @ \$3,983.01/bw; Margie Burkle @ \$2,139.20/bw; Nancy Denekas @ \$2,226.40/bw; Brett Sink @ \$2,518.40/bw. 2) Correction to Resolution #20-102 for FY21 salaries, effective 6/21/20 (payable 7/10/20), in a) Auditor's Office for Stacey Massey @ \$17.87/hr; b) Conservation for Brandon Clough @ \$20.40/hr; Marianne Harrelson @ \$24.69/hr; c) Sheriff's Office for Selena Sweet @ \$1,782.40/bw. Olson moved, Heddens seconded approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 6/25/20 Claims of \$ 1,528,477.62 (run date 6/19/2020, 42 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 (\$330.20), BooST School Ready Services (\$35.00), BooST Early Childhood (\$5,762.67), Emergency Management (\$3,204.63), E911 surcharge (\$17,268.50), County Assessor (\$45,360.37), Ames City Assessor (\$23,492.30), and Central Iowa Community Services (\$289,250.61). Heddens moved, Olson seconded the approval of Claims as presented. Roll call vote. (MCU)

Olson moved, Heddens seconded approval of the Consent Agenda as presented.

1. Final Pay Voucher for Herberger Construction Co. Inc., for Bridge Replacement Project #FM-C085(153)--55-85
2. Final Pay Voucher for Peterson Contractor Inc., for RCB Culvert Replacement Project #BROS-SWAP-C085(145)--SE-85
3. Road Way Maintenance Agreement for Institutional Roads with Iowa Department of Transportation (DOT), effective 7/1/20-06/30/21
4. Contract for law enforcement services between Iowa State University and the Story County Sheriff's Office, effective 7/1/20-6/30/21, for \$65.00/hour for Senior Reserve Deputies and Deputies, and \$32.50/hour for Regular Reserve Deputies
5. 2020 Equal Employment Opportunity Plan (EEO) Utilization Report
6. FY21 Provider and Program Participation Agreement with Assault Care Center Extending Shelter and Support (ACCESS), effective 7/1/20-6/30/21: Battering Shelter (not to exceed \$31,389.00) \$137.00/24-hour period of food and shelter; Domestic Abuse Crisis/Support (not to exceed \$24,000.00) \$138.00/staff hour; Battering-Court Watch (not to exceed \$2,295.00) \$138.00/staff hour; Sexual Abuse/Crisis Support (not to exceed \$6,100.00) \$133/staff hour; Education and Awareness (not to exceed \$1,687.00) \$127.00/staff hour
7. FY21 Provider and Program Participation Agreement with Ames Community Preschool Center (ACPC), effective 7/1/20-6/30/21: Day Care-children (not to exceed \$18,283.00) \$57.89/full day; Day Care-school age (not to exceed \$3,312.00) \$12.44/partial day
8. FY21 Provider and Program Participation Agreement with Boys and Girls Club of Story County, effective 7/1/20-6/30/21: Youth Development Social Adjustment-Ames (not to exceed \$20,521.00) \$29.07/client contact/day; Youth Development/Social Adjustment-Nevada (not to exceed \$4,205.00)\$10.90/client contact/day
9. FY21 Provider and Program Participation Agreement with Center For Creative Justice, effective 7/1/20-6/30/21: Probation Supervision (not to exceed \$33,217) \$71.36/client hour
10. FY21 Provider and Program Participation Agreement with ChildServe, effective 7/1/20-6/30/21: Child Care-children (not to exceed \$4,500.00) \$44.80/full day; Child Care-infants (not to exceed \$5,000.00) \$57.13/full day
11. FY21 Provider and Program Participation Agreement with Iowa Able Foundation, effective 7/1/20-6/30/21: Budget Credit Counseling (not to exceed \$625.00) \$84.56/client contact
12. FY21 Provider and Program Participation Agreement with Legal Aid Society of Story County, effective 7/1/20-6/30/21: Legal Aid-Civil (not to exceed \$96,200.00) \$86.93/staff hour; Legal Aid Civil/Local Option (not to exceed \$6,611.00) \$86.93/staff hour
13. FY21 Provider and Program Participation Agreement with Lutheran Services in Iowa, effective 7/1/20-6/30/21: Crisis Child Care (not to exceed \$3,000.00) \$765.83/contact
14. FY21 Provider and Program Participation Agreement with Volunteer Center of Story County, effective 7/1/20-6/30/21: Volunteer Management (not to exceed \$1,812.00) \$25.28/volunteer hour; Advocacy for Social Dev/Youth Engagement (not to exceed \$1,020.00) \$32.67/staff hour
15. FY21 Provider and Program Participation Agreement with Heartland Senior Services, effective 7/1/20-6/30/21: Senior Food Program (not to exceed \$1,715.00) \$10.10/client contact; Adult Day Center (not to exceed \$19,190.00) \$82.62/client day; Home Delivered Meals (not to exceed \$31,625.00) \$8.29/meal; Home Delivered Meals-under 60 (not to exceed \$1,230.00) \$8.74/meal; Service Coordination/Outreach (not to exceed \$45,080.00) \$81.39/client hour; Adult Day Center/Local Option(not to exceed \$254.00) \$82.62/client day; Mobile Meals/Local Option (not to exceed \$600.00) \$8.29/meal; Service Coordination/Local Option (not to exceed \$740.00) \$81.39/client hour
16. FY21 Provider and Program Participation Agreement with Raising Readers, effective 7/1/20-6/30/21: Advocacy of Social Development (not to exceed \$4,492.00) \$9.55/staff hour; Family Dev/Education Thrive by Five (not to exceed \$4,980.00) \$10.39/staff hour; Family Dev/Out of School Learning (not to exceed \$5,717.00) \$107.88/partial day (three hours)
17. FY21 Provider and Program Participation Agreement with Story Time Child Care Center, effective 7/1/20-6/30/21: Child Care-children (not to exceed \$44,572.00) \$26.11/full day; Child Care-children/carry-over from FY20 funds (not to exceed \$13,376.10) \$26.11/full day; Child Care-infant (not to exceed \$920.00) \$2.80/full day

18. FY21 Provider and Program Participation Agreement with University Community Child Care, effective 7/1/20-6/30/21: Child Care-infants (not to exceed \$9,128.00) \$76.11/full day; Child Care-infants/carry-over from FY20 funds (not to exceed 1,451.61) \$76.11/full day; Child Care-children (not to exceed \$8,207.00) \$61.91/full day; Child Care-children/carry-over from FY20 funds (not to exceed \$497.31) \$61.91/full day; Comfort Zone (not to exceed \$769.00) \$492.98/partial day
19. Resolution #20-108, to abate taxes against said mobile home moved without Treasurer's knowledge
20. Resolution #20-109, to abate taxes against said mobile home moved without Treasurer's knowledge
21. Contract with Ames Economic Development Commission (AEDC), effective 7/1/20, for \$40,000.00 for workforce development consulting services
22. Contract with Ames Economic Development Commission (AEDC), effective 7/1/20, for \$85,000.00 for economic development consulting services
23. Road Closure Resolutions: #20-42, #20-43
24. Utility Permits: #20-5041, #20-5053

Roll call vote. (MCU)

HIRING FREEZE EXCEPTION FOR SECONDARY ROADS EQUIPMENT OPERATOR I POSITION – Darren Moon, Engineer, reported on vacancy, upcoming leave for other staff members, and the need to train prior to the onset of winter. Olson clarified this is to backfill an existing position. Heddens moved, Olson seconded the approval of Hiring Freeze Exception for Secondary Roads Equipment Operator 1 Position. Roll call vote. (MCU)

HIRING FREEZE EXCEPTION FOR ANIMAL CONTROL DIRECTOR POSITION – Sandra King, Director of External Operations and County Services, reported on the current director is retiring in July, and requested to begin the search process. Discussion took place. Heddens asked about an interim hire. Additional discussion took place. Alissa Wignall, Director of Internal Operations and Human Resources, reported on the process will take a minimum of two months. Olson moved, Heddens seconded the approval of Hiring Freeze Exception for Animal Control Director position. Roll call vote. (MCU)

REVISION TO THE ANALYSIS OF SOCIAL SERVICES EVALUATION TEAM (ASSET) POLICIES AND PROCEDURES – Sandra King, Director of External Operations and County Services, reported on revisions. Olson reported on some changes. Discussion took place. Heddens moved, Murken seconded the approval of Revision to the ASSET Policies and Procedures as presented. Heddens aye, Murken aye, Olson nay. Motion carries.

RESOLUTION #20-103, REQUIRING FACE COVERINGS TO BE WORN IN THE COMMON AREAS OF STORY COUNTY BUILDINGS IN PREPARATION OF REOPENING COUNTY BUILDINGS TO THE PUBLIC – Olson reported on changes made based on last week's discussion. Olson moved, Heddens seconded the approval of Resolution #20-103, Requiring Face Coverings to be worn in the common areas of Story County Buildings in preparation of re-opening County buildings to the public. Roll call vote. (MCU)

RESOLUTION #20-104, WILSON-STAGG AGRICULTURAL SUBDIVISION – Amelia Schoeneman, County Planner, reported on receiving one comment received, and asked for questions. Heddens moved, Olson seconded the approval of Resolution #20-104, Wilson-Stagg Agricultural Subdivision. Roll call vote. (MCU)

WORKFORCE INNOVATIONS AND OPPORTUNITIES ACT (WIOA), IOWA REGIONAL 11, 28E AGREEMENT FOR TITLE 1 FEDERAL FUNDING OF PROGRAMS TO ASSIST DISADVANTAGED YOUTH AND DISPLACED AND DISADVANTAGED ADULT WORKERS – Olson reported on the need for a new agreement to meet federal compliance. Heddens inquired about legal issues. Olson stated the Attorney's Office has reviewed. Murken asked about fiscal agent, Polk County. Olson provided additional detail on funding. Heddens moved, Olson seconded the approval of Workforce Innovations and Opportunities Act, Iowa Regional 11, 28E Agreement for Title 1 Federal Funding of Programs to Assist Disadvantaged Youth and Displaced and Disadvantaged Adult Workers with shared liability agreement. Roll call vote. (MCU)

RESOLUTION #20-111 PROVIDING FOR COOPERATION WITH OTHER GOVERNMENTAL UNITS IN THE CREATION AND OPERATION OF THE SERVICE DELIVERY LOCAL WORKFORCE DEVELOPMENT AREA 11 CONSORTIUMS – Olson moved, Heddens seconded the approval of Resolution #20-111, Providing for Cooperation with Other Governmental Units in the Creation and Operation of the Service Delivery Local Workforce Development Area 11 Consortiums. Roll call vote. (MCU)

EXTENDING DEADLINES AND WAIVING REQUIREMENTS IN THE ECONOMIC DEVELOPMENT PROCESS AND POLICIES – Leanne Harter, County Outreach and Special Projects Manager, reported on application process, and requested waiving meeting attendance and extending the deadline due to the ongoing pandemic. Discussion took place. Murken asked about moving the application deadline back. Heddens moved, Olson seconded to not waive the meeting requirements and to extend the application date to 7/27/20 for the Economic Development Process and Policies. Roll call vote. (MCU)

HIRING FREEZE EXCEPTION FOR INTEGRATED ROADSIDE VEGETATION MANAGEMENT (IRVM) VEGETATION MANAGEMENT AIDE SEASONAL POSITION – Joe Kooiker, Weed Commissioner, reported on the departure of a seasonal staffer for a fulltime job; the position is budgeted. Heddens clarified IRVM is requesting a replacement. Kooiker stated yes. Olson moved, Heddens seconded the approval of Hiring Freeze Exception for IRVM Vegetation Management Aide Seasonal Position. Roll call vote. (MCU)

UPCOMING AGENDA ITEMS: Heddens stated the Board of Health is working on guidelines for resident precautions for COVID-19 and maybe coming to the Board.

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

Heddens moved, Olson seconded to adjourn at 11:39 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
6/23/20

1. Originating From Administration Building, Story County Public Access Provided Via Conference Call

SPECIAL NOTE TO THE PUBLIC: Due to recommendations to limit gatherings to no more than ten (10) people in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via conference call to listen to the meeting. Members of the public who would like to call in:

- Dial 515-603-3144
- Enter 895791# when prompted for the access code

**We ask that you mute your phone if possible.

Audio recordings of all Board meetings will be posted on our website www.storycountyiowa.gov shortly after the meeting is concluded. You may access these recordings at any time by clicking on the Meetings and Agendas button on the home page.

**If you have called to listen to the Board of Supervisors meeting and you have a question or comment, You can now text us during the meeting at 515-451-7293

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. ADOPTION OF AGENDA:
6. UPDATES ON COVID-19
 - a) Staff
 - b)Supervisors
7. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda
8. DISCUSSION AND CONSIDERATION OF ITEMS BROUGHT BEFORE THE BOARD WITH REQUEST FOR IMMEDIATE ACTION:
9. AGENCY REPORTS:
 - I. Emergency Management Quarterly Report - Submitted Report Only

Department Submitting Auditor

Documents:

20 06 17 BOS UPDATE.PDF
10. CONSIDERATION OF MINUTES:
 - I. 6/9/20, 6/12/20, And 6/16/20 Minutes

Department Submitting Auditor

11. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 7/5/20, in a) Auditor's Office for Scott Wall @ \$26.44/hr; b) Sheriff's Office for Kyle Thompson @ \$2,687.20/bw; effective 7/19/20, in a) Secondary Roads for Lori Mensing @ \$28.78/hr; Ryan Peterson @ \$27.72/hr; b) Sheriff's Office for John Asmussen @ \$3,983.01/bw; Margie Burkle @ \$2,139.20/bw; Nancy Denekas @ \$2,226.40/bw; Brett Sink @ \$2,518.40/bw. 2) Correction to Resolution #20-102 for FY21 salaries, effective 6/21/20 (payable 7/10/20), in a) Auditor's Office for Stacey Massey @ \$17.87/hr; b) Conservation for Brandon Clough @ \$20.40/hr; Marianne Harrelson @ \$24.69/hr; c) Sheriff's Office for Selena Sweet @ \$1,782.40/bw.

Department Submitting HR

12. CONSIDERATION OF CLAIMS:

I. 6/25/20 Claims

Department Submitting Auditor

Documents:

CLAIMS 062520.PDF

13. 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 Final Pay Voucher For Herberger Construction Co Inc., For Bridge Replacement Project #FM-C085(153)--55-85

Department Submitting Engineer

Documents:

FPV BRIDGE 061620.PDF

II. Consideration Of Final Pay Voucher For Peterson Contractor Inc., For RCB Culvert Replacement Project #BROS-SWAP-C085(145)--SE-85

Department Submitting Engineer

Documents:

FPV PCI RCB CULVERT.PDF

III. Consideration Of Road Way Maintenance Agreement For Institutional Roads With Iowa Department Of Transportation Effective 7/1/20-06/30/21

Department Submitting Engineer

Documents:

IDOT MAINT AGR 2021.PDF

- IV. Consideration Of Contract Between Iowa State University And The Story County Sheriff's Office Effective 7/1/2020 - 6/30/2021 For \$65.00/Hr For Senior Reserve Deputies And Deputies And \$32.50/Hr For Regular Reserve Deputies

Department Submitting Sheriff

Documents:

ISU CONTRACT.PDF

- V. Consideration Of 2020 Equal Employment Opportunity Plan (EEO) Utilization Report

Department Submitting Human Resources

Documents:

2020 EEO UTILIZATION REPORT.PDF

- VI. Consideration OF FY21 Provider And Program Participation Agreement With ACCESS Effective 7/1/20-6/30/21

ACCESS - Battering Shelter(Not to exceed \$31,389)\$137/1 24 Hr Period Of Food And Shelter; Domestic Abuse Crisis/Support(Not to exceed @24,000)\$138/1 Staff Hr; Battering-Court Watch(Not to exceed \$2,295)\$138/1 Staff Hr; Sexual Abuse/Crisis Support(Not to exceed \$6,100)\$133/1 Staff Hr; Education and Awareness(Not to exceed \$1,687)\$127/1 Staff Hr

Department Submitting Board of Supervisors

Documents:

ACCESS FY21 CONTRACT.PDF

- VII. Consideration Of FY21 Provider And Program Participation Agreement With ACPC Effective 7/1/20-6/30/21

ACPC - Day Care - Children(Not to exceed \$18,283)\$57.89/1 Full Day; Day Care - School Age(Not to exceed \$3,312)\$12.44/1 Partial Day

Department Submitting Board of Supervisors

Documents:

ACPC FY21 CONTRACT.PDF

- VIII. Consideration Of FY21 Provider And Program Participation Agreement With Boys And Girls Club Of Story County Effective 7/1/20-6/30/21

Boys and Girls Club of Story County-Youth Development Social Adjustment-Ames (Not to exceed \$20,521)\$29.07/1 Client Contact/Day; Youth Development/Social Adjustment-Nevada(Not to exceed \$4,205)\$10.90/1 Client Contact/Day

Department Submitting Board of Supervisors

Documents:

BOYS AND GIRLS CLUB OF STORY COUNTY FY21 CONTRACT.PDF

- IX. Consideration Of FY21 Provider And Program Participation Agreement With Center For Creative Justice Effective 7/1/20-6/30/21
Center for Creative Justice - Probation Supervision(Not to exceed \$33,217)\$71.36/1 Client Hr

Department Submitting Board of Supervisors

Documents:

CENTER FOR CREATIVE JUSTICE FY21 CONTRACT.PDF

- X. Consideration Of FY21 Provider And Program Participation Agreement With ChildServe Effective 7/1/20-6/30/21
ChildServe - Child Care-Children(Not to exceed \$4,500)\$44.80/1 Full Day; Child Care-Infants(Not to exceed \$5,000)\$57.13/1 Full Day)

Department Submitting Board of Supervisors

Documents:

CHILDSERVE FY21 CONTRACT.PDF

- XI. Consideration Of FY21 Provider And Program Participation Agreement With Iowa Able Foundation Effective 7/1/20-6/30/21
Iowa Able Foundation - Budget Credit Counseling(Not to exceed \$625)\$84.56/1 Client Contact

Department Submitting Board of Supervisors

Documents:

IOWA ABLE FOUNDATION FY21 CONTRACT.PDF

- XII. Consideration Of FY21 Provider And Program Participation Agreement With Legal Aid Society Of Story County Effective 7/1/20-6/30/21
Legal Aid Society of Story County - Legal Aid-Civil(Not to exceed \$96,200)\$86.93/1 Staff Hr; Legal Aid Civil/Local Option(Not to exceed \$6,611)\$86.93/1 Staff Hr

Department Submitting Board of Supervisors

Documents:

LEGAL AID SOCIETY OF STORY COUNTY FY21 CONTRACT.PDF

- XIII. Consideration Of FY21 Provider And Program Participation Agreement With Lutheran Services In Iowa Effective 7/1/20-6/30/21
Lutheran Services in Iowa - Crisis Child Care(Not to exceed \$3,000)\$765.83/1 Contact

Department Submitting Board of Supervisors

Documents:

LUTHERAN SERVICES IN IOWA FY21 CONTRACT.PDF

- XIV. Consideration Of FY21 Provider And Program Participation Agreement With Volunteer Center Of Story County Effective 7/1/20-6/30/21
Volunteer Center of Story County-Volunteer Management(Not to exceed \$1,812)
\$25.28/1 Volunteer Hr; Advocacy for Social Dev/Youth Engagement(Not to exceed \$1,020)\$32.67/1 Staff Hr

Department Submitting Board of Supervisors

Documents:

VOLUNTEER CENTER OF STORY COUNTY FY21 CONTRACT.PDF

- XV. Consideration Of FY21 Provider And Program Participation Agreement With Heartland Senior Services, Effective 7/1/20-6/30/21
Heartland Senior Services - Senior Food Program (not to exceed \$1,715.00)
\$10.10/client contact; Adult Day Center(not to exceed \$19,190.00) \$82.62/client day;
Home Delivered Meals (not to exceed \$31,625.00) \$8.29/meal; Home Delivered
Meals- under 60(not to exceed \$1,230.00) \$8.74/meal; Service Coordination/Outreach
(not to exceed \$45,080.00) \$81.39/client hour; Adult Day Center/Local Option(not to
exceed \$254.00) \$82.62/client day; Mobile Meals/Local Option(not to exceed
\$600.00) \$8.29/meal; Service Coordination/Local Option (not to exceed \$740.00)
\$81.39/client hour

Department Submitting Board of Supervisors

Documents:

HEARTLAND SENIOR SERVICES FY21 CONTRACT.PDF

- XVI. Consideration Of FY21 Provider And Program Participation Agreement With Raising Readers, Effective 7/1/20-6/30/21
Raising Readers-Advocacy of Social Development (not to exceed \$4,492.00)
\$9.55/staff hour; Family Dev/Education Thrive by Five (not to exceed \$4,980.00)
\$10.39/staff hour; Family Dev/Out of School Learning (not to exceed \$5,717.00)
\$107.88/partial day (three hours)

Department Submitting Board of Supervisors

Documents:

RAISING READERS FY21 CONTRACT.PDF

- XVII. Consideration Of FY21 Provider And Program Participation Agreement With Story Time Child Care Center, Effective 7/1/20-6/30/21
Story Time Child Care Center-Child Care-Children (not to exceed \$44,572.00)
\$26.11/full day; Child Care-Children/carry over from FY20 funds (not to exceed
\$13,376.10) \$26.11/full day; Child Care-Infant (not to exceed \$920.00) \$2.80/full day

Department Submitting Board of Supervisors

Documents:

STORY TIME CHILD CARE CENTER FY21 CONTRACT.PDF

- XVIII. Consideration Of FY21 Provider And Program Participation Agreement With University Community Child Care, Effective 7/1/20-6/30/21

University Community Child Care-Child Care-Infants (not to exceed \$9,128.00) \$76.11/full day; Child Care-Infants/*carry over from FY20 funds* (not to exceed 1,451.61) \$76.11/full day; Child Care-Children (not to exceed \$8,207.00) \$61.91/full day; Child Care-Children/*carry over from FY20 funds* (not to exceed \$497.31) \$61.91/full day; Comfort Zone (not to exceed \$769.00) \$492.98/partial day

Department Submitting Board of Supervisors

Documents:

UNIVERSITY COMMUNITY CHILD CARE FY21 CONTRACT.PDF

- XIX. Consideration Of Resolution #20-108, To Abate Taxes Against Said Mobile Home Moved Without Treasurer's Knowledge

Department Submitting Treasurers Office

Documents:

RES 108.PDF

- XX. Consideration Of Resolution #20-109, To Abate Taxes Against Said Mobile Home Moved Without Treasurer's Knowledge

Department Submitting Treasurers Office

Documents:

RES 109.PDF

- XXI. Consideration Of Contract With Ames Economic Development Commission (AEDC) Effective 7/1/2020 For \$40,000 For Workforce Development Consulting Services

Department Submitting Board of Supervisors

Documents:

WORKFORCE.PDF

- XXII. Consideration Of Contract With Ames Economic Development Commission (AEDC) Effective 7/1/2020 For \$85,000 For Economic Development Consulting Services

Department Submitting Board of Supervisors

- IV. Discussion And Consideration Of Resolution #20-103, Requiring Face Coverings To Be Worn In The Common Areas Of Story County Buildings In Preparation Of Reopening County Buildings To The Public - Lauris Olson

Department Submitting Board of Supervisors

Documents:

RES 103.PDF

- V. Discussion And Consideration Of Resolution #20-104, Wilson-Stagg Agricultural Subdivision - Marcus Amman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
RESOLUTION 20 104.PDF
APPLICATION DOCUMENTS.PDF
POWERPOINT.PDF

- VI. Discussion And Consideration Of Workforce Innovations And Opportunities Act, Iowa Regional 11, 28E Agreement For Title 1 Federal Funding Of Programs To Assist Disadvantaged Youth And Displaced And Disadvantaged Adult Workers - Lauris Olson

Department Submitting Board of Supervisors

Documents:

LWDA11 SHARED LIABILITY AGREEMENT 20200429.PDF
SHARED LIABILITY AGREEMENT ACRONYMS AND DEFINITIONS.PDF

- VII. Discussion And Consideration Of Resolution #20-111 Providing For Cooperation With Other Governmental Units In The Creation And Operation Of The Service Delivery Local Workforce Development Area 11 Consortiums

Department Submitting Auditor

Documents:

RES 20 111 WORKFORCE DEVELOPMENT.PDF

- VIII. Discussion And Consideration Of Extending Deadlines And Waiving Requirements In The Economic Development Process And Policies - Leanne Harter
Additional Items

Department Submitting Board of Supervisors

Documents:

PREAPPMTG.PDF

Documents:

ED SERVICES.PDF

XXIII. Consideration Of Road Closure Resolutions: #20-42, #20-43

Department Submitting Engineer

Documents:

RC 20 42.PDF

RC 20 43.PDF

XXIV. Consideration Of Utility Permits: #20-5041, #20-5053

Department Submitting Engineer

Documents:

UT 20 5041.PDF

UT 20 5053.PDF

14. PUBLIC HEARING ITEMS:

15. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Hiring Freeze Exception For Secondary Roads Equipment Operator I Position - Darren Moon And Alissa Wignall

Department Submitting Human Resources

Documents:

HIRING FREEZE EXEPT REQUEST.PDF

- II. Discussion And Consideration Of Hiring Freeze Exception For Animal Control Director Position - Sandra King And Alissa Wignall

Department Submitting Human Resources

Documents:

AC DIRECTOR EXCEPTION.PDF

- III. Discussion And Consideration Of Revision To The ASSET Policies And Procedures – Sandra King

Department Submitting Board of Supervisors

Documents:

ASSET POLICIES AND PROCEDURES.PDF

IX. Discussion And Consideration Of Hiring Freeze Exception For IRVM Vegetation Management Aide Seasonal Position - Joe Kooiker And Alissa Wignall

Department Submitting Human Resources

Documents:

VEG MGMT AIDE.PDF

16. DEPARTMENTAL REPORTS:

17. OTHER REPORTS:

18. UPCOMING AGENDA ITEMS:

19. 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.

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

21. 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 EMERGENCY MANAGEMENT AGENCY

900 6TH STREET, NEVADA, IA 50201

PH: (515) 382-7315 FAX (515)382-7328

EMAIL: storycnyiaem@storycountyiowa.gov

WEB SITE: www.storycountyiowa.gov/ema

Keith Morgan, Coordinator

Melissa Spencer, Deputy Coordinator

Board of Supervisors Update

As Of June 17, 2020

Response:

COVID-19 has consumed the majority of Emergency Management staff time since our last visit. The Emergency Operations Center (EOC) was open and active from March 18th to April 17th with assistance from multiple Story County departments. Community Services and the Recorder's Office coordinated child care and nutrition issues, Planning and Development worked with the Ames Chamber of Commerce and non-profits for recovery issues, and Conservation was responsible for resource management. The ability to coordinate these activities in-person in the EOC was essential to get the response going during a rapidly evolving situation. Support to COVID-19 operations have stabilized at a level that absorb approximately 2/3 of the EMA staff time as we continue to work issues associated with PPE, re-opening of the courts, K-12 schools, and the resumption of ISU classes. Additionally, we are anticipating a resurgence of COVID-19 in the fall and hopefully the dissemination of vaccine that will likely require coordinated between Public Health and Emergency Management to get everyone vaccinated.

Weather has been relative calm so far this severe weather season, only requiring a few activations of the EMA for storm monitoring. The new radio system has made performing storm monitoring activities for the Coordinator much easier. It was noted that the Deputy has had some radio problems when operating from her house. These problems have been forwarded to the appropriate offices and it is anticipated the issue will be resolved with the construction of the permanent system.

On June 1st, the EMA assisted the Sheriff's Office in locating protective gear for activities associated civil unrest.

On June 2nd, the Story County EMA was contacted by the Division of Criminal Investigation (DCI) with a request to use STAR 1 K9 resources in an ongoing missing person investigation. Elements of STAR 1 did activate and provide assistance that was very beneficial to the investigation.

Planning:

Emergency Support Function (ESF) 10/HAZMAT was circulated for review and no comments were received.

ESF 7/Resources is in circulation for comment at this time. Modifications specific to link-ups between the EOC and jurisdictions were made, driven by lessons identified during our response to COVID-19. Two main issues are emphasized in the revision; jurisdictions must have processes to identify in clear terms what resources they need from outside agencies and solid processes to rapidly approve these

PREVENTION

PREPAREDNESS

RESPONSE

RECOVERY

MITIGATION

Proudly serving the communities of:

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

request at the appropriate level of authority. Also, emphasis was added on jurisdictions having the ability to receive and account for resources during the response and for post-disaster audits.

Preparedness:

Training

March 11th a Storm Spotter Class for 45 people was hosted by Nevada Fire Department.

Melissa attended the Iowa State Association of Counties Conference (ISAC) on March 12th and 13th March. She participated in sessions with topics that could significantly impact Story County operations. During the session on EMS, innovative concepts for development of partnerships between cities, counties, and volunteer organizations to improve EMS services were discussed for areas with low funding or reduced volunteers. While EMS is not a direct responsibility of either Story County Emergency Management or the Board of Supervisors, it is an issue that bears consideration as it impacts many residents in rural areas and it has been the subject of legislative initiatives the past few years. The briefing presented by Iowa Statewide Interoperable Communications System (ISICS) highlighted that even though Story County has its own radio system, there is considerable work that needs to be done with ISICS to ensure that system users can talk to counties around us and also communicate with resources that may come to assist us. Information Technology was also a topic addressed, and as we've seen during the implementation of the County's Continuity of Operations plan, having robust, redundant, and secure IT is essential to keeping government going during a disaster. Finally, the Coordinator did a presentation on African Swine Fever (ASF) to provide other emergency managers and supervisors information on how to prepare for this foreign animal disease threat that has not gone away while we have been responding to COVID-19.

Melissa provide the emergency management perspective to dispatcher in training at the Iowa Law Enforcement Academy on May 21st.

Exercises

No exercises

Operations

The EMA is incrementally integrating into the new radio system. The Coordinator and Deputy received portable radios mid-March which plugged us into the new system at a basic level. With these new radios, it was determined that the current bi-directional antenna that provides radio coverage in the EOC and EMA offices will not need to be replaced. Recently, radios have been installed in the truck and command trailer, and cables to allow on-site bridging of the StoryCOMM radio system to other radios systems will be delivered soon. Finally, the EMA is working with other first responders to determine how the banked maintained by the EMA will be programmed.

There have been difficulties recruiting leadership for the Coalition for Disaster Recovery (CDR). This was hoped to be an organization led and sustained by individuals from the volunteer community to coordinate volunteer organizations' disaster preparation, response, and recovery activities. Unless there is a significant infusion of involvement by volunteer organizations, the CDR will need major restructuring if not elimination. This is an unfortunate trend we see with many volunteer activities.

With approval of the ESFs during the July Commission Meeting, all the statutory requirements for the agency will be met for FY 20.

Looking Forward

The COVID-19 response will not end any time soon. Office resources will continue to monitor changing guidance, conduct planning for anticipated events (courts re-opening, schools re-opening, resurgence of the virus in the fall, elections, and possible vaccination clinics) and develop contingency plans for potential issues.

It would be highly desirable to begin the after action process to do a mid-course correction for COVID-19 operations and to make more comprehensive adjustments to response and EOC operations. It is unknown if public health, a major player in the after action process, will get enough spare capacity to allow this any time soon. Regardless, the EMA will start to capture lessons identified and develop potential corrective actions for internal processes.

Development of processes for maintaining and deploying banked radios will be a priority for the office.

Revision of ESF-4/Firefighting, ESF-9/Search and Rescue, ESF 10/HAZMAT, and ESF 13/Public Safety plans will begin.

Severe weather monitoring will continue.

CDR restructuring will be on-going.

It is hoped we can resume work with Ames to improve connections between their Incident Command Structure and the EOC, leading eventually to a functional exercise to test our ability to rapidly establish command and control during a disaster.

Our office would also like to re-engage with Sheldahl to complete work started on the development of an enhanced Emergency Operations Plan for their community.

Contract 036510

Voucher No. 7



CONTRACT CONSTRUCTION PROGRESS VOUCHER
 FM-C085 (153) --55-85
 Bridge - New / Replacement
 STORY COUNTY ENGINEER

DATE LAST VOUCHER 05-20-20
 MO. DAY YR.

THIS VOUCHER -
 MO. DAY YR.

ITEM NO.	DAYS WORKED		ITEM DESCRIPTION	MEASURE	FCT.	RURAL PARTICIPATING				URBAN PARTICIPATING			
	LAST VOUCH.	AUTH.				RET. %	QUANTITY AWARDED	QUANTITY AUTHORIZED	RURAL PARTICIPATING	NON-PARTICIPATING	URBAN PARTICIPATING	NON-PARTICIPATING	
0010	17.0	60.0	3.000	Contractor No. 18810	410	000	700	000	000	000	000	000	000
0020	642.800	642.800	Excavation, CL 10, RDWY+BORROW	Cubic Yd	410	000	642800	000	000	000	000	000	000
0030	30.000	30.000	Excavation, CL 10, CHANNEL	Cubic Yd	410	000	30000	000	000	000	000	000	000
0040	88.500	88.500	Topsoil, Strip, Salvage+Spread	Cubic Yd	410	000	88500	000	000	000	000	000	000
0050	8000.000	8000.000	RWYL OF EXISTING BRIDGE	Lump Sum	430	000	8000000	000	000	000	000	000	000
0060	86.000	86.000	Excavation, CL 20	Cubic Yd	430	000	86000	000	000	000	000	000	000
0070	174.000	174.000	Struct Conc (Bridge)	Cubic Yd	430	000	174000	000	000	000	000	000	000
0080	45519.000	45519.000	Reinforc Steel	Pound	430	000	45519000	000	000	000	000	000	000
0090	182.000	182.000	Conc Open Rail, TL-4	Linn Ft	430	000	182000	000	000	000	000	000	000

1. I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

2. SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. 6-15-20 Clayton Wilson PROJECT ENGINEER
6-23-2020 Michael CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

3. DATE 6-10-20 DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

Dennis Helberger the Treasurer

for Helberger Const. Co. Inc. (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

6-10-20 Dennis Helberger SIGNED CLAIMANT (CONTRACTOR)

Contract 036510



**Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER**

FM-C085 (153) --55-85
Bridge - New / Replacement
STORY COUNTY ENGINEER

Voucher No. 7

DATE LAST VOUCHER 05-20-20
MO. DAY YR.

THIS VOUCHER MO. DAY YR.

ITEM NO.	DAYS WORKED		CONTRACTOR No. 18810	HERBERGER CONSTRUCTION CO INC	INDIANOLA, IA	PARTICIPATING			
	LAST VOUCH.	AUTH.				RET. %	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING
0100	17.0	60.0	3.000	TEMPORARY STREAM DIVERSION	420	000	1000	000	000
0110	1.000	1.000	Each	PILE, STEEL, HP 10X42	430	000	1323000	000	000
0120	181.700	181.700	Linn Ft	CONC ENCASE STEEL H PILE. HP 10X42(P10 L)	430	000	181700	000	000
0130	719.200	719.200	Sq Yard	ENGINEER FABRIC	410	000	580030	000	000
0140	561.800	561.800	Ton	REVTMENT, CLASS E	410	000	440990	000	000
0150	4.000	4.000	Each	SAFETY CLOSURE	410	000	4000	000	000
0160	2500.000	2500.000	Lump Sum	TRAFFIC CONTROL	401	000	2500000	000	000
0170	23000.000	23000.000	Lump Sum	MOBILIZATION	401	000	23000000	000	000
0180	170.000	170.000	Linn Ft	SILT FENCE-DITCH CHECKS	448	000	000	000	000

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.
SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE _____ PROJECT ENGINEER CERTIFICATION _____
2. DATE _____ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL _____
 IDOT is not involved in this Farm to Market project.

3. DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL _____
 Project records reviewed.
 Project approved for payment.
based on the project engineer's certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)
Dennis Heberger the *Treasurer*
for *Herberger Const. Co Inc.* (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE 6-10-20 SIGNED CLAIMANT (CONTRACTOR) *Dennis Heberger*

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

Contract 036510

Voucher No. 7



**Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER**

FM-C085 (153) --55-85
Bridge - New / Replacement
STORY COUNTY ENGINEER

DATE LAST VOUCHER 05-20-20
MO. DAY YR.

THIS VOUCHER MO. DAY YR.

ITEM NO.	DAYS WORKED		ITEM DESCRIPTION	MEASURE	FCT.	Compl. Last Voucher TO DATE	RURAL PARTICIPATING	NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	LAST VOUCH.	AUTH.								
0190	17.0	60.0	240.000 PERIMETER+SLOPE SEDIMENT CNTL DEVICE. 1 2"	240.000 Ltrr Ft	448		000	160000	000	000
0200			1.000 MOBILIZATION. EROSION CONTROL	Each	448		000	1000	000	000
0210			1.000 MOBILIZATION, EMERGENCY EROSION CONTROL	Each	448		000	000	000	000
8999			1.000 STOCKPILED MATERIALS	Lump Sum	401		000	000	000	000
						Compl. Last Voucher				
						TOTAL				
						TO DATE				
						Compl. Last Voucher				
						TOTAL				
						TO DATE				
						Compl. Last Voucher				
						TOTAL				
						TO DATE				
						Compl. Last Voucher				
						TOTAL				
						TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

Dennis Heberger the *Treasurer*

for *Heberger Const. Co. Inc.* (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE 6-10-20 SIGNED CLAIMANT (CONTRACTOR) *Dennis Heberger*

Project No. BR05-SWAP-C085(145)-SE-85
 Contractor Peterson Contractors Inc.
 Type of Work RCB Culvert Replacement
 Letting Date 2/19/2019
 Location 300th St. Over Unnamed Creek, Section 13-82-24

Story County Road Department
 CONTRACT CONSTRUCTION PROGRESS VOUCHER
 Voucher: 3-FINAL
 Date Last Voucher: 11/5/2019
 Date This Voucher: 4/14/2020

To Date: 25.000
 Last Voucher: 25.000
 Authorized: 25
 Project Start Date: 10/08/2019
 Project End Date: 4/07/2020

REF	ITEM	DESCRIPTION	UNIT PRICE	UNIT	QTY.	CONTRACT AMOUNT	TOTAL THIS CLAIM	PREVIOUSLY ALLOWED	TOTAL ALLOWED
1	2101-0850001	CLEARING AND GRUBBING	\$8,500.000	ACRE	0.700	\$5,950.000	\$0.00	\$5,950.00	\$5,950.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY	\$9,000	CY	589.100	\$5,301.900	\$0.00	\$5,301.90	\$5,301.90
3	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	\$10,000	CY	137.200	\$1,372.000	\$0.00	\$1,372.00	\$1,372.00
4	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SP	\$9,250	CY	152.300	\$1,408.775	\$0.00	\$1,408.78	\$1,408.78
5	2401-8745625	REMOVAL OF EXISTING BRIDGE	\$7,000.000	LS	1.000	\$7,000.000	\$0.00	\$7,000.00	\$7,000.00
6	2402-2720000	EXCAVATION, CLASS 20	\$11,500	CY	204.000	\$2,346.000	\$0.00	\$2,346.00	\$2,346.00
7	2415-2111208	PRECAST CONCRETE BOX CULVERT	\$14,100.000	LF	125.000	\$1,762,500.000	\$0.00	\$1,762,500.00	\$1,762,500.00
8	2415-2201208	PRECAST CONCRETE BOX CULVERT S	\$14,100.000	EACH	4.900	\$69,090.000	\$0.00	\$69,090.00	\$69,090.00
9	2507-3250005	ENGINEERING FABRIC	\$8,000	SY	90.700	\$726.600	\$0.00	\$726.64	\$726.64
10	2507-8800061	REINFORCEMENT, CLASS E	\$48,250	TON	108.000	\$5,211.000	\$0.00	\$5,211.00	\$5,211.00
11	2507-8875002	REINFORCEMENT, REMOVE AND REPLACE	\$29,000	CY	18.000	\$522.000	\$0.00	\$522.00	\$522.00
12	2518-6910000	SAFETY CLOSURE	\$100,000	EACH	4.000	\$400,000	\$0.00	\$400.00	\$400.00
13	2528-9445110	TRAFFIC CONTROL	\$2,000.000	LS	1.000	\$2,000.000	\$0.00	\$2,000.00	\$2,000.00
14	2533-4980005	MOBILIZATION	\$6,000.000	LF	1.000	\$6,000.000	\$0.00	\$6,000.00	\$6,000.00
15	2602-0000030	SILT FENCE FOR DITCH CHECKS	\$2,500	LF	216.000	\$540.000	\$0.00	\$540.00	\$540.00
16	2602-0000101	MAINTENANCE OF SILT FENCE OR S	\$0,500	LF	216.000	\$108.000	\$0.00	\$108.00	\$108.00
17	2602-0010010	MOBILIZATIONS, EROSION CONTROL	\$500,000	EACH	1.000	\$500,000	\$0.00	\$500.00	\$500.00
18	2602-0010020	MOBILIZATIONS, EMERGENCY EROSI	\$1,000,000	EACH	1.000	\$1,000,000	\$0.00	\$1,000.00	\$1,000.00
						\$234,285.28	\$0.00	\$234,285.28	\$234,285.28

Recommended: *[Signature]* 6-15-20
 Story County Engineer Darren Moon
 Date 6-15-20
 Less 0.0% retention \$0.00
 Less Previously Paid (\$225,079.10)
 Amount due this statement: \$6,961.21

Contractor / Peterson Contractors Inc.
[Signature]
 Date 6-23-2020

Story County Board of Supervisors
[Signature]
 Date 6-23-2020

June 3, 2020

Darren Moon, P.E.
Story County Engineer
837 N Avenue
Nevada, IA 50201-1411

Subject: Fiscal Year 2020 Roadway Maintenance Agreement with Story County Board of Supervisors for Roads within Iowa State University

Dear Darren,

Enclosed is a copy of the proposed Fiscal Year 2020 Roadway Maintenance Agreement for routine maintenance on institutional roads within Iowa State University.

This agreement will be effective for the period beginning 7/1/2020 and ending 6/30/2021.

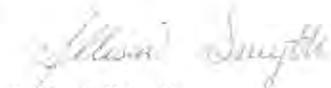
The terms of the agreement are the same as last year.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Roadway Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1039 or allison.smyth@iowadot.us.

Sincerely,



Allison Smyth
District 1 Staff Engineer - North Area

cp

Enclosure

cc: Tony Gustafson, IA DOT, District 1
Lance Starbuck, IA DOT, District 1
File



Iowa Department of Transportation

ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Iowa State University
AGENCY _____
COUNTY Story
CITY Nevada

This written agreement made and entered into by and between Story County Board of Supervisors, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement concerning the following roadway:

Institutional roads at Iowa State University (see attached list of roadways)

1. ROUTINE MAINTENANCE

A. Party of the First Part will perform the following routine maintenance:

Winter maintenance such as snow and ice control; Roadside maintenance such as mowing, herbicide application, and maintaining clear channels through and adjoining drainage structures; Pavement maintenance such as patching, joint/crack filling, spot HMA overlays, transverse joint leveling, strip sealing, and edge sealing; Granular surface maintenance of shoulders and roadways such as application and shaping of granular material; Safety appurtenance maintenance such as repair of guardrail and safety grates; Traffic control device maintenance such as replacment of signs and pavement markings;

B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:

Approved DOT policies, design guidance, and adopted national manuals (i.e. - MUTCD).

C. Party of the Second Part will perform the following routine maintenance:

None

2. SPECIAL MAINTENANCE

A. Party of the First Part will perform the following special maintenance:

Not applicable

B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:

Not applicable

C. Party of the Second Part will perform the following special maintenance:

Not applicable

3. PAYMENT

A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided

however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.

B. Payment for routine maintenance at the rate of \$ 2,000.00 per lane mile per year.

Total lane miles 2.50 at \$ 2,000.00 per lane mile = \$ 5,000.00

C. Payment for special maintenance shall be made as follows:

4. **AGREEMENT TIME PERIOD**

Beginning Date: 7/1/2020

Ending Date: 6/30/2021

- 5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
- 6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- 7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
- 8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

RECOMMENDED FOR APPROVAL:

Story County Board of Supervisors
(AGENCY) (COUNTY) (CITY) (BOARD)

BY [Signature]
TITLE Chair

6/23/2020
(DATE)

IOWA DEPARTMENT OF TRANSPORTATION

BY _____
District Engineer

(DATE)

Recommended for approval by:

[Signature] 6-15-20
Darren R. Moon, P.E. Date

IOWA STATE UNIVERSITY
OF SCIENCE AND TECHNOLOGY

Procurement Services

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

June 17, 2020

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

SUBJECT: Iowa State University Contract Order Number(s) C0-02843-84

Iowa State University (ISU) currently maintains the above-mentioned order with Story County Sheriff for law enforcement services to be provided by Story County Officers. This order shall expire on June 30, 2020.

We are requesting that this order be extended for a one-year period from July 1, 2020 through June 30, 2021. A new contract will be sent at a later date.

Please complete the following:

- (1) As an authorized representative of the Story County Sheriff's Office our company is offering to extend this contract from July 1, 2020 through June 30, 2021, as per the existing pricing, terms, and conditions.

Yes No

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

- (2) Authorized Representative's signature: _____



Typed or printed name: Linda Murken, Chairperson Board of Supervisors

Date: 06/23/2020 Phone No.: (515)382-7200

Email Address: lmurken@storycountyia.gov

Please indicate any changes in your address, company name, etc. Return this letter within approximately 7 days to my attention by fax (515)-294-9606, email: wkfoster@iastate.edu or address shown below.

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

Sincerely,

Wendy Foster
Purchasing Agent
Phone No. 515-294-8806

EEO Utilization Report

Organization Information

Name: Story County

City: Nevada

State: IA

Zip: 50201

Type: County/Municipal Law Enforcement

APPROVED **DENIED**

Board Member Initials: MM

Meeting Date: 6-23-2020

Follow-up action: _____

Step 1: Introductory Information

Policy Statement:

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

Step 4b: Narrative of Interpretation

In reviewing the Utilization Analysis Chart, the Human Resources Department for Story County has made the following observations:

Story County is underutilized, meaning showing two or more standard deviations, in White Male Administrative Support (-25%) and Other Female Protective Services: Non-Sworn (-14%).

Story County is committed to having a workforce that reflects the community it serves. The County will continue to examine its recruitment and retention practices giving particular attention to the underutilized categories.

Step 5: Objectives and Steps

1. Continue to research and implement best practices that promote the hiring, retention and advancement of employees.

- a. Story County will continue to offer employee development opportunities to shape a more efficient, competitive and engaged workforce.
- b. Story County will continue to educate employees, supervisors and managers on the prevention of discrimination and harassment.
- c. Story County will continue to educate managers and supervisors on the Americans with Disabilities Act as amended and reasonable accommodations.
- d. Story County will continue to take affirmative steps to attract and retain qualified employees.
- e. Story County will increase its participation in job fairs and other recruitment events, continue to explore non-traditional ways of recruiting applicants, attend symposiums, conference and training opportunities on diversity and inclusion and enhance outreach efforts to attract a diverse group of applicants for open positions within the County.

2. To encourage the underrepresented groups to apply for vacancies in the Administrative Support and Protective Services Non-sworn categories.

- a. Story County will continue to review the composition of the applicant pool for all vacancies in these job categories to determine whether the identified groups of applicants were under-represented. Review of applicant data that is required to be kept under EEO regulations will help the Human Resources Department determine if any steps in the application process have an impact on screening out the under-represented groups.
- b. Story County will increase its presence at career fairs within and outside Story County to recruit individuals in the underutilized categories.
- c. Human Resources will enhance outreach efforts that target the identified groups in these job categories by researching professional organizations and job boards and attempt to identify organizations specifically aimed at the underutilized categories job seekers and advertise or post open positions there.

Step 6: Internal Dissemination

Distribute an electronic copy of the Utilization Report to Department Heads, Elected Officials and Management.

Place the EEO Utilization Report on the employee intranet.

Send an email to all employees stating the EEO Utilization Report is on the employee intranet and a hard copy of the report is available upon request.

Step 7: External Dissemination

Post a copy of the EEO Utilization Report on Story County's website.

Place a hard copy of the EEO Utilization Report with other Story County information for the public.

Continue to include Story County's Equal Opportunity Employer statement on all job posting.

Utilization Analysis Chart
Relevant Labor Market: Story County, Iowa

Job Categories	Male							Female								
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Officials/Administrators																
Workforce #/%	18/56%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	13/41%	0/0%	1/3%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	3,255/59%	10/0%	20/0%	0/0%	45/1%	0/0%	4/0%	0/0%	2,030/36%	25/0%	50/1%	0/0%	105/2%	0/0%	15/0%	4/0%
Utilization #/%	-2%	-0%	-0%	0%	-1%	0%	-0%	0%	4%	-0%	2%	0%	-2%	0%	-0%	-0%
Professionals																
Workforce #/%	20/62%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	12/38%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	5,155/41%	125/1%	150/1%	0/0%	935/7%	0/0%	30/0%	15/0%	5,325/42%	145/1%	185/1%	0/0%	540/4%	0/0%	24/0%	35/0%
Utilization #/%	22%	-1%	-1%	0%	-7%	0%	-0%	-0%	-5%	-1%	-1%	0%	-4%	0%	-0%	-0%
Technicians																
Workforce #/%	5/83%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/17%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	990/43%	60/3%	10/0%	0/0%	65/3%	0/0%	15/1%	0/0%	1,065/46%	0/0%	20/1%	4/0%	65/3%	0/0%	0/0%	0/0%
Utilization #/%	40%	-3%	-0%	0%	-3%	0%	-1%	0%	-30%	0%	-1%	-0%	-3%	0%	0%	0%
Protective Services: Sworn-Officials																
Workforce #/%	11/85%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	2/15%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	335/82%	4/1%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	50/12%	0/0%	0/0%	0/0%	0/0%	0/0%	20/5%	0/0%
Utilization #/%	3%	-1%	0%	0%	0%	0%	0%	0%	3%	0%	0%	0%	0%	0%	-5%	0%
Protective Services: Sworn-Patrol Officers																
Workforce #/%	20/95%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/5%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Civilian Labor Force #/%	1,150/49%	70/3%	150/6%	0/0%	95/4%	0/0%	20/1%	15/1%	770/33%	15/1%	25/1%	0/0%	35/1%	0/0%	0/0%	10/0%
Utilization #/%	46%	-3%	-6%	0%	-4%	0%	-1%	-1%	-28%	-1%	-1%	0%	-1%	0%	0%	-0%
Protective Services: Non-sworn																
Workforce #/%	19/54%	0/0%	1/3%	0/0%	0/0%	0/0%	0/0%	0/0%	15/43%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%

Job Categories	Male							Female								
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
CLS #/%	65/62%	10/10%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	4/4%	10/10%	0/0%	0/0%	0/0%	0/0%	0/0%	15/14%
Utilization #/%	-8%	-10%	3%	0%	0%	0%	0%	0%	39%	-10%	0%	0%	0%	0%	0%	-14%
Administrative Support																
Workforce #/%	4/6%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	58/88%	2/3%	0/0%	0/0%	2/3%	0/0%	0/0%	0/0%
CLS #/%	3,665/31%	155/1%	35/0%	15/0%	50/0%	0/0%	19/0%	10/0%	7,435/64%	125/1%	80/1%	10/0%	75/1%	0/0%	20/0%	0/0%
Utilization #/%	-25%	-1%	-0%	-0%	-0%	0%	-0%	-0%	24%	2%	-1%	-0%	2%	0%	-0%	0%
Skilled Craft																
Workforce #/%	27/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	3,105/92%	35/1%	35/1%	10/0%	4/0%	0/0%	10/0%	4/0%	185/5%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	8%	-1%	-1%	-0%	-0%	0%	-0%	-0%	-5%	0%	0%	0%	0%	0%	0%	0%
Service/Maintenance																
Workforce #/%	18/64%	0/0%	0/0%	0/0%	1/4%	0/0%	0/0%	0/0%	9/32%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	6,495/49%	395/3%	295/2%	15/0%	335/3%	0/0%	75/1%	35/0%	4,945/37%	310/2%	100/1%	15/0%	100/1%	0/0%	55/0%	45/0%
Utilization #/%	15%	-3%	-2%	-0%	1%	0%	-1%	-0%	-5%	-2%	-1%	-0%	-1%	0%	-0%	-0%

Significant Underutilization Chart

Job Categories	Male						Female									
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Protective Services: Non-sworn																✓
Administrative Support	✓															

Law Enforcement Category Rank Chart

Job Categories	Male							Female								
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Park Ranger																
Workforce #/%	3/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Captain																
Workforce #/%	1/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Lieutenant																
Workforce #/%	1/50%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/50%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Sergeant																
Workforce #/%	5/83%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/17%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Parks Superintendent																
Workforce #/%	1/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Protective Services: Sworn-Patrol Officers																
Workforce #/%	20/95%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/5%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%

I understand the regulatory obligation under 28 C.F.R. ~ 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEO Utilization Report.

I have reviewed the foregoing EEO Utilization Report and certify the accuracy of the reported workforce data and our organization's employment policies.

[signature]

[title]

[date]

Story County Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **ACCESS** (Provider).

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

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

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

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

SECTION 1

Definitions

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

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

SECTION 2

Duties of Provider

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

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

ACCESS
PO Box 1429
Ames, IA 50014
Attention: Tess Cody

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

COUNTY:

PROVIDER:

By: 

By: ACCESS - Tess Cody

Print Name: LINDA MURKEN

Print Name: Tess Cody

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/23/2020

Date: 6-10-2020

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021**

Service Description	Unit of Service	Rate
Battering Shelter Not to Exceed \$31,389	1 24 Hour Period of Food and Shelter	\$137.00
Domestic Abuse Crisis/Support Not to Exceed \$24,000	1 Staff Hour	\$138.00
Battering – Court Watch Not to Exceed \$2,295	1 Staff Hour	\$138.00
Sexual Abuse/Crisis Support Not to Exceed \$6,100	1 Staff Hour	\$133.00
Education and Awareness Not to Exceed \$1,687	1 Staff Hour	127.00

RECEIVED

JUN 10 2020

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **ACPC** (Provider).

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

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

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

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

**SECTION 1
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**SECTION 2
Duties of Provider**

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

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

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Other Terms and Conditions

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

Ames Community Preschool Center (ACPC)
920 Carroll Ave
Ames, IA 50010
Attention: Elizabeth Miner

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

COUNTY:

PROVIDER:

By: [Signature]

By: [Signature]

Print Name: LINDA MURKEN

Print Name: Elizabeth Miner

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/23/2020

Date: 6.8.2020

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021

Service Description	Unit of Service	Rate
Day Care – Children Not to Exceed \$18,283	1 Full Day	\$57.89
Day Care – School Age Not to Exceed \$3,312	1 Partial Day	\$12.44

RECEIVED

JUN 17 2020

STORY COUNTY
BOARD OF SUPERVISORS

Story County Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Boys and Girls Club of Story County** (Provider).

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

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

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

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

SECTION 1

Definitions

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

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

SECTION 2

Duties of Provider

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

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9

Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

Boys + Girls Clubs of Story County
210 South 5th Street
Ames IA 50010

Attention: ERIKA PETERSON

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

COUNTY:

PROVIDER:

By: [Signature]

By: [Signature]

Print Name: LINDA MURKEN

Print Name: ERIKA K PETERSON

Print Title: Story County Board of Supervisors

Print Title: CEO

Date: 6/23/2020

Date: 6/15/2020

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021

Service Description	Unit of Service	Rate
Youth Development/Social Adjustment - Ames Not to Exceed \$20,521	1 Client Contact/Day	\$29.07
Youth Development/Social Adjustment - Nevada Not to Exceed \$4,205	1 Client Contact/Day	\$10.90

Story County
Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Center for Creative Justice** (Provider).

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

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

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

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

SECTION 1
Definitions

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

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

SECTION 2
Duties of Provider

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

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

The Center for Creative Justice
210 Lynn Ave.
Ames, IA 50014

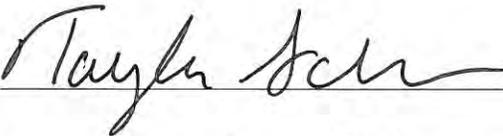
Attention: Taylor Schram

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Taylor Schram

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/23/2020

Date: 6/11/20

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021**

Service Description	Unit of Service	Rate
Probation Supervision Not to Exceed \$33,217	1 Client Hour	\$71.36

Story County Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **ChildServe** (Provider).

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

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

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

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

SECTION 1 Definitions

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

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

SECTION 2 Duties of Provider

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Kate Reynolds

Print Title: Story County Board of Supervisors

Print Title: Ames Area Director

Date: 6/23/2020

Date: 6.11.20

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021

Service Description	Unit of Service	Rate
Child Care – Children Not to Exceed \$4,500	1 Full Day	\$44.80
Child Care – Infants Not to Exceed \$5,000	1 Full Day	\$57.13

RECEIVED

JUN 10 2020

STORY COUNTY
BOARD OF SUPERVISORS

Story County Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Heartland Senior Services** (Provider).

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

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

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

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

SECTION 1 **Definitions**

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

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

SECTION 2 **Duties of Provider**

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

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9

Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Nancy Carroll

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/23/2020

Date: June 5, 2020

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021**

Service Description	Unit of Service	Rate
Senior Food Program Not to Exceed \$1,715	1 Client Contact	\$10.10
Adult Day Center Not to Exceed \$19,190	1 Client Day	\$82.62
Home Delivered Meals Not to Exceed \$31,625	1 Meal	\$8.29
Home Delivered Meals – under 60 Not to Exceed \$1,230	1 Meal	\$8.74
Service Coordination/Outreach Not to Exceed \$48,080	1 Client Hour	\$81.39
Adult Day Center Local Option Not to Exceed \$254	1 Client Day	\$82.62
Mobile Meals Local Option Not to Exceed \$600	1 Meal	\$8.29
Service Coordination Local Option Not to Exceed \$740	1 Client Hour	\$81.39

Story County Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Iowa Able Foundation** (Provider).

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

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

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

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

SECTION 1 Definitions

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

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

SECTION 2 Duties of Provider

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

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

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

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

SECTION 3 **Claims Submission and Payment**

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

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

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

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

SECTION 4 **Relationship Between the Parties**

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

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

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9

Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

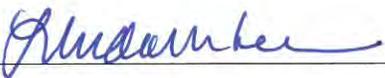
Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail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

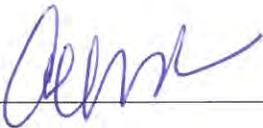
Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Anna J. Magnusson

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/23/2020

Date: 6/5/2020

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021

Service Description	Unit of Service	Rate
Budget Credit Counseling Not to Exceed \$625	1 Client Contact	\$84.56

RECEIVED

JUN 18 2020

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Legal Aid Society of Story County** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

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

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9

Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

Local Aid Society of Story County
937 10th Street, Suite 10P
Nevada IA 50201

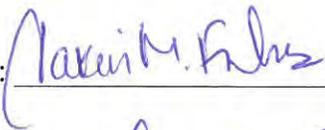
Attention: Carin M. Forbes

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Carin M. Forbes

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/23/2020

Date: 6/17/2020

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021**

Service Description	Unit of Service	Rate
Legal Aid – Civil Not to Exceed \$96,200	1 Staff Hour	\$86.93
Legal Aid – Civil Local Option Not to Exceed \$6,611	1 Staff Hour	\$86.93

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Lutheran Services in Iowa** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

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

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

Attention: _____

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

COUNTY:

PROVIDER:

By: *Linda Murken*

By: *Dana VanRoekel*

Print Name: *LINDA MURKEN*

Print Name: *Dana VanRoekel*

Print Title: Story County Board of Supervisors

Print Title: *CFO*

Date: *6/23/2020*

Date: *6-9-20*

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021

Service Description	Unit of Service	Rate
Crisis Child Care Not to Exceed \$3,000	1 Contact	\$765.83

RECEIVED

JUN 10 2020

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Raising Readers** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Lisa Reeves

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/23/2020

Date: 6/8/2020

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021

Service Description	Unit of Service	Rate
Advocacy of Social Development Not to Exceed \$4,492.00	1 Staff Hour	\$9.55
Family Dev/Education Thrive by Five Not to Exceed \$4,980.00	1 Client Hour	\$10.39
Family Dev/Out of School Learning Not to Exceed \$5,717.00	1 Partial Day (3 Hours)	\$107.88

Story County Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Story Time Child Care Center** (Provider).

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

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

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

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

SECTION 1 Definitions

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

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

SECTION 2 Duties of Provider

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

Attention: _____

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

COUNTY:

PROVIDER:

By: *Linda Murren*

By: *Jayne Underhill*

Print Name: *LINDA MURREN*

Print Name: *Jayne Underhill*

Print Title: Story County Board of Supervisors

Print Title: *Director*

Date: *6/23/2020*

Date: *6-10-20*

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021

Service Description	Unit of Service	Rate
Child Care – Children Not to Exceed \$44,572.00	1 Full Day	\$26.11
Carry Over From FY20 Funds Not to Exceed \$13,376.10	1 Full Day	\$26.11
Child Care – Infant Not to Exceed \$920.00	1 Full Day	\$2.80

RECEIVED

JUN 10 2020

STORY COUNTY
BOARD OF SUPERVISORS

Story County Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **University Community Child Care** (Provider).

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

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

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

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

SECTION 1 **Definitions**

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

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

SECTION 2 **Duties of Provider**

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

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9

Other Terms and Conditions

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

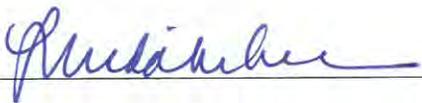
Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail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

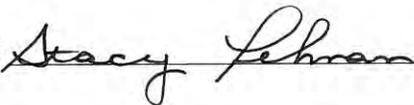
Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Stacy Lehman

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/23/2020

Date: 6. 8. 2020

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021**

Service Description	Unit of Service	Rate
Child Care-Infants Not to Exceed \$9,128.00	1 Full Day	\$76.11
Child Care-Infants Carry Over FY20 Funds Not to Exceed \$1,451.61	1 Full Day	\$76.11
Child Care-Children Not to Exceed \$8,207.00	1 Full Day	\$61.91
Carry Over FY20 Funds Not to Exceed \$497.31	1 Full Day	\$61.91
Comfort Zone Not to Exceed \$769.00	1 Partial Day	\$492.98

Story County Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Volunteer Center of Story County** (Provider).

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

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

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

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

SECTION 1 **Definitions**

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

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

SECTION 2 **Duties of Provider**

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

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

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Other Terms and Conditions

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

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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

Volunteer Center of Story Co
110 Crystal St
Ames, IA 50010
515-268-5323
Attention: Anne Owens

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

COUNTY:

PROVIDER:

By: [Signature]

By: [Signature]

Print Name: LINDA MARKEN

Print Name: Anne M Owens

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/23/2020

Date: 6-11-2020

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021

Service Description	Unit of Service	Rate
Volunteer Management Not to Exceed \$1,812.00	1 Volunteer Hour	\$25.28
Advocacy for Social Dev/Youth Engagement Not to exceed \$1,020	1 Staff Hour	\$32.67

**BOARD OF SUPERVISORS RESOLUTION #20-109
RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOME**

WHEREAS, the following mobile home was located at 843 W 190th St Lot 35, Ames, Iowa, a/k/a Homestead Colony, in Ames, Iowa; and,

WHEREAS, said mobile home was abandoned and removed from the park without the Treasurer's knowledge; and,

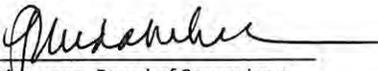
WHEREAS, said mobile home has an outstanding county tax sale and delinquent taxes in the amount of \$2162; and,

WHEREAS, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile home; and,

NOW, THEREFORE BE IT RESOLVED, that all delinquent taxes on the following mobile home are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile home:

Anthony Theodore Booton VIN #476703196 Title #85AB32210

APPROVED this 23rd day of June, 2020.

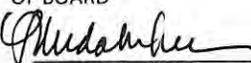


Chairperson, Board of Supervisors

Attest: 

County Auditor

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

ALLOWED BY VOTE
OF BOARD Yea 3 Nay 0 Absent 0
 Above tabulation made by 
CHAIRPERSON

CONTRACT FOR WORKFORCE DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 1st day of July, 2020, by and between **STORY COUNTY, IOWA**, an Iowa Municipal Corporation whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "County") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called "the AEDC") whose mailing address and telephone number is 304 Main Street, Ames, Iowa 50010, telephone 515-232-2310.

WITNESSETH THAT:

WHEREAS, the County desires to purchase certain services from said organization in lieu of hiring additional permanent staff and expending additional County funds to accomplish these services.

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I PURPOSE AND INTENT

The purpose of this Agreement is to procure for the County and its citizens assistance in developing and promoting workforce development strategies, including the project management of the Home Base Iowa initiative as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the County for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II SCOPE OF SERVICES

A. In consideration for the payment of \$40,000 in accordance with Section III, the AEDC shall provide the following services to the County and its citizens during the term of this agreement the AEDC agrees to:

- 1) Report quarterly to the Story County Board of Supervisors on related activities. Reports will include explanations of why specific activities and programs are undertaken and likely beneficiaries. In addition, the AEDC will keep the Supervisors, individually and/or collectively up-to-date on specific efforts and projects as requested.
- 2) Identify target targeted workforce for specific priorities and programs;
- 3) Identify workforce education and training objectives;
- 4) Construct linkages with the private sector, including those businesses and companies located in unincorporated Story County;
- 5) Design and implement a relevant workforce education and training strategy strategies;
- 6) Coordinate and work cooperatively with other work force initiatives and/or programs supported or funded by the BOS when requested.
- 7) Conduct ongoing monitoring and evaluation;
- 8) Maintain database of inquiries into the Home Base Iowa initiative;
- 9) Design marketing materials for Home Base Iowa initiative and actively market said program through variety of ways, including, but not limited to, written campaigns, social media, and print media; and
- 10) The main person responsible for performing or coordinating fulfillment of the scope of services will not engage in any local, state or federal lobbying activities on behalf of the Ames Economic Development Commission and the Ames Chamber of Commerce, and/or their affiliates.

III
METHOD OF PAYMENT

- A. Payment for services will be made by County according to the following schedule:
 - July 31, 2020 - \$15,000
 - October 1, 2020 - \$15,000
 - January 1, 2021 - \$10,000
- B. On or before June 30, 2021, the AEDC will provide electronically, itemization of costs incurred. AEDC will make available all receipts if requested by the County.
- C. The maximum total amount payable by the County under this agreement is \$40,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

IV
FINANCIAL ACCOUNTING AND ADMINISTRATION

- A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.
- B. Monies disbursed to AEDC by the County will be deposited by AEDC in an account under the AEDC's name, with a bank located in Story County, Iowa. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.
- C. All costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the County or its authorized representative without notice and upon request by the County.
- D. All records shall be maintained in accordance with procedures and requirements as established by the Story County Auditor, and the Story County Auditor may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the AEDC for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the County.
- E. Unless otherwise required by applicable laws, AEDC shall allow the County access to all books and records for purposes of auditing or reviewing AEDC's claims, upon request by the County.
- F. AEDC's failure to provide access pursuant to this section (the entirety of Section IV as contained herein) shall constitute a material breach of the Contract for Economic Development Services.

V
DURATION

- A. This Agreement shall be in full force and effect from and after July 1, 2020, until June 30, 2021.
- B. EXTENSION. If mutually agreeable to County and AEDC, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30 day's prior written notice.

**VI
REQUIREMENTS**

AEDC hereby agrees to perform all duties in accordance with all state and federal laws and regulations. AEDC assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

**VII
ASSIGNMENT**

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

**VIII
APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts. This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

**IX
INDEPENDENT CONTRACTOR**

It is understood that AEDC is an independent professional contractor and that AEDC will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the AEDC or the work efforts of the AEDC be under the supervision or control of the County, although AEDC agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that AEDC, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

**X
INSURANCE AND TAXES**

AEDC is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. AEDC is also responsible for payment of State and Federal taxes, and any other applicable tax. AEDC is not eligible for any benefits the County may provide for its employees.

**XI
CONFIDENTIALITY**

AEDC agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

STORY COUNTY, IOWA

BY 
Chairperson, Story County Board of Supervisors

DATE 6-23-2020

ATTEST:

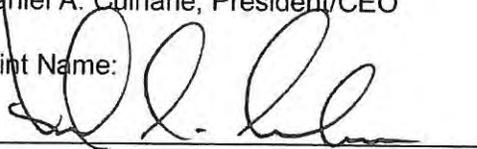

Story County Auditor

DATE 6.23.20

AMES ECONOMIC DEVELOPMENT COMMISSION

BY
Daniel A. Culhane, President/CEO

Print Name:



Daniel A. Culhane

DATE

6/17/2020

CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 1st day of July, 2020, by and between **STORY COUNTY, IOWA**, an Iowa Municipal Corporation whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "County") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called "the AEDC") whose mailing address and telephone number is 304 Main Street, Ames, Iowa 50010, telephone 515-232-2310.

WITNESSETH THAT:

WHEREAS, the County desires to purchase certain services from said organization in lieu of hiring additional permanent staff and expending additional County funds to accomplish these services;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I

PURPOSE AND INTENT

The purpose of this Agreement is to procure for the County and its citizens in the unincorporated areas of Story County and those communities with 2010 *US Census* population of less than 2,000 persons wholly located in Story County ("Story County and communities") certain economic development-related services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the County for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II

SCOPE OF SERVICES

A. In consideration for the payment of \$85,000 in accordance with Section III, the AEDC shall provide the following economic development related services to the County and its citizens in the unincorporated areas of Story County and those communities with 2010 *US Census* population of less than 2,000 persons wholly located in Story County ("Story County and communities") during the term of this agreement:

- 1) The AEDC will serve as the lead contact for business representatives hoping to locate in or to expand in Story County and communities. In this capacity the President of the AEDC will respond to information requests, coordinate the completion and submittal of state and local incentive applications, and show available industrial and commercial sites to prospects.
- 2) The AEDC will change the title of their main representative providing these scope of services to eliminate any confusion or potential confusion that this position is employed by Story County and/or has any employment relationship, management responsibilities or independent decision-making authority related to his or her assigned tasks and obligations under this contract.
- 3) The AEDC will visit annually with all major companies to identify challenges and opportunities facing businesses in Story County and communities.

- 4) The AEDC will serve as the primary marketing entity for business recruitment to highlight Story County and communities.
- 5) The AEDC will deploy an aggressive marketing campaign that will focus on targeted industries such as ag-biotechnology and advanced manufacturing businesses that do not overtax our infrastructure.
- 6) The AEDC will assess, update and implement the economic development recommendations of Story County and communities' Comprehensive Plan(s). The AEDC will educate management, staff and elected officials on market trends affecting Story County and communities' economic condition(s) and provide guidance on policies necessary to improve economic conditions.
- 7) The AEDC will assist communities as needed with key community development and infrastructure initiatives that support or enhance economic development opportunities, providing resources for information to communities for federal, state and local funding programs, and provide information and guidance for new and existing businesses in obtaining financial incentives, if applicable.
- 8) The AEDC will actively pursue new retail, industrial, and commercial businesses to occupy vacant or underutilized properties within Story County and communities.
- 9) The AEDC will develop a database of key contacts for major commercial and industrial companies suitable for recruitment to Story County and communities.
- 10) The AEDC will serve as a liaison for Story County and communities to local businesses to support their retention and to encourage their expansion within Story County and communities.
- 11) The AEDC will develop and maintain a comprehensive database of commercial and industrial properties within Story County and communities available for development or reuse. Story County will receive a current copy of the aforementioned database in a standard format two-weeks before the termination of this contract.
- 12) The AEDC will develop and distribute hardcopy marketing materials and collaborate with Story County and communities' IT professionals for electronic version marketing materials.
- 13) The AEDC will maintain information regarding grants, loans and incentives for business development with Story County and communities.
- 14) The AEDC will report quarterly to the Story County Board of Supervisors on related activities beginning in July 2020.

B. Quarterly reports, written reports and/or Power Point presentations and supporting documentation are due by Thursday, 1 pm, prior to the regularly scheduled Tuesday Board of Supervisors meeting at which an oral report or presentation is to be made.

Reports will include explanations of why specific activities and programs are undertaken plus who is likely to directly benefit and estimations or projections of the immediate to two-year economic impacts.

In addition, the AEDC will keep the Supervisors, individually and/or collectively up-to-date on specific efforts and projects as requested.

AEDC will recognize the Story County Board of Supervisors' intent to take a lead role in facilitating housing rehabilitation and new housing construction for residents in the low to average-income ranges in Story County.

AEDC will provide support and assistance on housing issues, cooperating with any organizational or leadership efforts the Board of Supervisors undertakes and coordinating with any housing initiatives, it may implement.

The primary representative of AEDC responsible for performing or coordinating the fulfillment of the scope of services will not engage in any local, state or federal lobbying activities on behalf of the Ames Economic Development Commission and the Ames Chamber of Commerce, and/or their affiliates.

**III
METHOD OF PAYMENT**

- A. Payment for services will be made by County according to the following schedule:
- | | |
|-----------------|----------|
| July 1, 2020 | \$25,000 |
| October 1, 2020 | \$20,000 |
| January 1, 2021 | \$20,000 |
| April 1, 2021 | \$20,000 |
- B. On or before June 30, 2020, the AEDC will provide electronically, itemization of costs incurred. AEDC will make available all receipts if requested by the County.
- C. The maximum total amount payable by the County under this agreement is \$85,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

**IV
FINANCIAL ACCOUNTING AND ADMINISTRATION**

- A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.
- B. Monies disbursed to AEDC by the County will be deposited by AEDC in an account under the AEDC's name, with a bank located in Story County, Iowa. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.
- C. All costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the County or its authorized representative without notice and upon request by the County.
- D. All records shall be maintained in accordance with procedures and requirements as established by the Story County Auditor, and the Story County Auditor may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the AEDC for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the County.
- E. Unless otherwise required by applicable laws, AEDC shall allow the County access to all books and records for purposes of auditing or reviewing AEDC's claims, upon request by the County.
- F. AEDC's failure to provide access pursuant to this section (the entirety of Section IV as contained herein) shall constitute a material breach of the Contract for Economic Development Services.

**V
DURATION**

- A. This Agreement shall be in full force and effect from and after July 1, 2020, until June 30, 2021.
- B. **EXTENSION.** If mutually agreeable to County and AEDC, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30 day's prior written notice.

**VI
REQUIREMENTS**

AEDC hereby agrees to perform all duties in accordance with all state and federal laws and regulations. AEDC assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

**VII
ASSIGNMENT**

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

**VIII
APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts. This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

**IX
INDEPENDENT CONTRACTOR**

It is understood that AEDC is an independent professional contractor and that AEDC will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the AEDC or the work efforts of the AEDC be under the supervision or control of the County, although AEDC agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that AEDC, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

**X
INSURANCE AND TAXES**

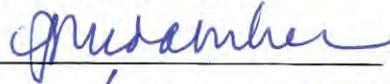
AEDC is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. AEDC is also responsible for payment of State and Federal taxes, and any other applicable tax. AEDC is not eligible for any benefits the County may provide for its employees.

**XI
CONFIDENTIALITY**

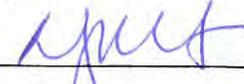
AEDC agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

STORY COUNTY, IOWA

BY 
DATE 6-23-2020

ATTEST:


DATE 6-23-20

AMES ECONOMIC DEVELOPMENT COMMISSION

BY 
Daniel A. Culhane, President/CEO

6/17/2020
DATE

Print Name:

Daniel A. Culhane

Closure No. 20-42

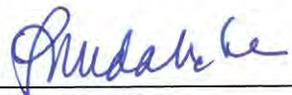
Date June 16, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Railroad Repair in section 15 & 22 Richland Twp on

E29 (190th St) is closed between 650th Ave and 660th Ave

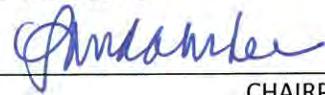

Chair, Board of Supervisors

Attest: 
County Auditor

ROLL CALL	Lauris Olson	Yea	<u>X</u>	Nay	<u> </u>	Absent	<u> </u>
FOR ALLOWANCE	Lisa Heddens	Yea	<u>X</u>	Nay	<u> </u>	Absent	<u> </u>
	Linda Murken	Yea	<u>X</u>	Nay	<u> </u>	Absent	<u> </u>

ALLOWED BY VOTE OF THE BOARD

Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
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CHAIRPERSON

Above tabulation made by 

Closure No. 20-43

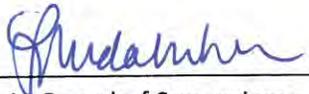
Date June 18, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 25 & 26 Lincoln Twp on

730th Ave is closed between 150th St. and 140th St.



Chair, Board of Supervisors

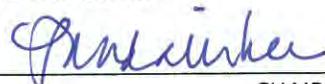
Attest: 

County Auditor

ROLL CALL	Lauris Olson	Yea	<u>X</u>	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	<u>X</u>	Nay	___	Absent	___
	Linda Murken	Yea	<u>X</u>	Nay	___	Absent	___

ALLOWED BY VOTE
OF THE BOARD

Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
-----	----------	-----	----------	--------	----------



CHAIRPERSON

Above tabulation made by 

STORY COUNTY UTILITY PERMIT

Date 6/16/20

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route North Dayton, from West ROW Line to East ROW Line, a distance of Ave. 125 L.F. miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional boring from West ROW line to East ROW line under North Dayton Avenue, in Section 13, Franklin Township to Section 18, Milford Township, installing a 4" PVC water main a distance of 5 feet deep. See attached Plan Sheet.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 6-12-2020

Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)

Gayla E. Hannagan
by Gayla E. Hannagan, Phone no. 641-792-7011
Permit Manager

Recommended for Approval:

Date 6-15-20

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

Approved:

Date 6-23-2020

Shudakiben
Chair, Board of Supervisors
Story County, Iowa

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



STORY COUNTY UTILITY PERMIT

Date 6/18/20

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 680th Ave., from West ROW Line to East ROW Line, a distance of 140 L.F. ~~miles~~.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional boring from West ROW Line to East ROW Line under 680th Avenue, in Section 12, Richland Township, to Section 7, Sherman Township, installing a 3" PVC water main a distance of 5 feet deep. See attached Plan Sheet.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 6-18-2020

Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)

Gayla E. Hannagan

by Gayla E. Hannagan,
Permit Manager

Phone no. 641-792-7011

Recommended for Approval:

Date 6-18-20

Dan M...

County Engineer

515-382-7355

Phone no.

Approved:

Date 6/23/20

M...

Chair, Board of Supervisors
Story County, Iowa

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

Hiring Freeze Exemption Request

Position Title: Equipment Operator I Date Submitted: 6-23-20

Division/Department: Secondary Roads Preferred Start Date: Aug. 1st 2020

Requestor: Darren Moon Board Approval: *DM* 6/23/2020

What job function will this position serve?

Entry level truck driver position. This position has been vacant since April. This position supports a construction crew in the summer and has a snow plow route in the winter. Functions: Dirt hauling, mowing, tile repairs, pavement patching, traffic flagging.

Why do you consider this position to be essential?

Road maintenance is essential and is a core function of county government. This employee will also be needed to cover a snow plow route this winter and since this is an entry level position, we will need to train the employee before winter begins.

What are the consequences if this position is not filled?

We recently learned that we will have at least three road employees out on medical leave for a number of weeks starting in July. This will have an impact on our three main summer maintenance crews. Each crew generally has only one or two workers to assist the crew leader with hauling dirt and assisting with road repairs. Without this additional employee, we may have to suspend one of the crews.

Is it possible for the job responsibilities to be performed by other staff?

No, we will already have to decrease our level of service with the other employees being on leave so services will only be decreased further if we do not fill this position. We also have fewer summer staff than normal this year to help out.

What are the funding sources for this position?

Secondary Road Fund and funding for this position was already budgeted.

How will the department/office manage its work if this position is not authorized?

We will need to decrease our level of service.

Hiring Freeze Exemption Request

Position Title: Animal Control Director Date Submitted: 6/23/20

Division/Department: External Operations Preferred Start Date: 9/14/20

Requestor: Sandra King Board Approval:  6/23/2020

What job function will this position serve?

The employee in the position will serve as the Animal Control Director, shelter manager, animal control officer, and staff supervisor.

Why do you consider this position to be essential?

See attached.

What are the consequences if this position is not filled?

If the position is not filled, the County will not have an individual in the role with the requisite unique skill handling shelter management and leadership. Although there are competent professionals on staff who might have an interest in stepping into the role, the position cannot be filled unless an exception is granted.

Is it possible for the job responsibilities to be performed by other staff?

It is likely possible for other staff to perform the duties of Animal Control Director, which includes animal control officer duties (on call and off). Additionally, staff at the shelter have already expressed concern about being understaffed. Therefore, if the position remains open for an extended period of time with adding an additional employee, staff will be overloaded.

What are the funding sources for this position?

The position is funded through the rural fund and is budgeted for FY21.

How will the department/office manage its work if this position is not authorized?

If the position is not authorized, it will be a challenge for the department to work without an onsite department director/shelter manager/animal control director. Instead of just having one role to fill, staff would need to absorb three additional roles.

Hiring Freeze Form cont'd

Animal Control Director Position

Date Submitted: 6/23/20

Submitted by Sandra King, Director of External Operations and County Services

Why the position is considered essential:

The current Animal Control Director is retiring on 7/24/20. Story County has benefited from over two decades of Sue McCaskey's leadership in animal sheltering and control. We are disappointed to see Sue go and wish her well.

The Animal Control Director is a department head position and is identified as essential in the County's Continuation of Operations Plan/Continuity of Government (COOP/COG) Plan. Because it is a position that requires a unique skill set, it should not remain open indefinitely. Filling it will allow the County to continue the level of animal control and sheltering services that Story County residents have come to expect.

ASSET

POLICIES & PROCEDURES

July 2019-2020

www.storycountyasset.org

Sponsoring Organizations:
City of Ames
Story County
Central Iowa Community Services
United Way of Story County
ISU Student Government

APPROVED **DENIED**
Board Member Initials: gmr
Meeting Date: 6/23/2020
Follow-up action: _____

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POLICIES AND PROCEDURES FOR ASSET

By agreement among sponsoring organizations (Funders), a team shall be authorized by all sponsors but separate from any sponsor. The name of this process is "Analysis of Social Services Evaluation Team" or "ASSET."

I. PURPOSE

- A. To promote coordination of human services planning and funding among the sponsoring organizations.
- B. To assess the human services needs in Story County and evaluate the capabilities of agencies to provide the programs that meet those needs.
- C. To provide funding recommendations to the governing bodies of the sponsoring organizations.

II. SPONSORING ORGANIZATIONS

- A. Ames City Council (City)
- B. Story County Board of Supervisors (County)
- ~~C. Central Iowa Community Services Mental Health/Disability Services Region (CICS)~~
- CD. United Way of Story County (UWSC)
- DE. ISU Student Government

III. TEAM STRUCTURE

- A. The City, County, UWSC, and ISU Student Government shall each appoint ~~five~~ six (6) ~~volunteers as voting members of the team (Volunteers), and CICS shall appoint three (3) volunteers to serve as voting members of the team (Volunteers).~~
- B. The City, County, ~~CICS,~~ UWSC, and ISU Student Government shall each appoint one staff person. The staff appointees shall be non-voting board members for the purpose of ASSET business (Staff).
- ~~C. One Agency Representative (AR) may be selected by the Human Services Council, from ASSET-funded agencies, to serve as a non-voting member of ASSET.~~
- CD. The Administrative Assistant shall be a contract position paid jointly by the Funders through a 28E Agreement and shall be a non-voting participant.

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V. TENURE OF MEMBERS

- A. The terms of Volunteers shall be three (3) years. ASSET recognizes that ISU Student Government appointees may not be able to serve three-year terms. ~~The AR's shall serve for three years.~~
- B. The terms of Staff shall be continuous until terminated by the appointing Funder.
- C. An un-expired term of a Volunteer shall be filled by the Funder that appointed that Volunteer.
- D. No Volunteer may serve more than two (2) consecutive full terms, except the Past Chair, Chair or Chair Elect may serve longer in order to fulfill the duties of their offices.
- E. If a Volunteer is appointed to fill the remainder of an unexpired term, the newly appointed Volunteer is eligible to serve a maximum of seven consecutive years unless conditions delineated in paragraph D above apply.
- F. If a Volunteer accumulates three consecutive unexcused absences in any one ASSET year (April through March), or otherwise fails to fulfill ~~his/her~~their responsibilities, the Volunteers may, by a simple majority vote of quorum, request that a Funder appoint a replacement Volunteer. An unexcused absence is defined as when a Volunteer does not notify an Administrative Team member, or the Administrative Assistant about being absent. Notifying the Administrative Assistant is the preferred method.

V. OFFICERS

- A. Officers shall be Chair, Chair-Elect, Past Chair, and Treasurer, each of whom shall be elected for a one-year term by a quorum of the Volunteers.
- B. Staff ~~and AR~~ members are ineligible to hold an office.
- C. A Chair may not hold that office for more than two consecutive one-year terms.

- D. A vacancy in any office shall be filled by a majority vote of a quorum of the Volunteers for the unexpired portion of the term, except for the position of past chair, which would remain vacant should that volunteer leave the ASSET process.
- E. The ASSET Chair is authorized to sign contracts and agreements on behalf of ASSET with respect to operations of the ASSET board. The Chair-Elect may sign if the Chair is unavailable.

VI. ASSET OPERATIONS

- A. Regular meetings of ASSET shall be held in accordance with Iowa's Open Meetings law. If circumstances warrant it, a meeting of ASSET may be cancelled by the Administrative Team. An announcement of meeting cancellation will be posted and notice sent to members and participating agencies as soon as possible under the circumstances.
- B. Unless otherwise specified, meetings shall be conducted according to Robert's Rules of Order. However, technical or non-substantive departures from these rules shall not invalidate any action taken at a meeting.
- C. Agendas will be posted at Ames City Hall, the ASSET website (<http://www.storycountyasset.org>) and at other public locations, at least three days prior to the meeting, and notification mailed electronically to each ASSET member and participating Agency.
- D. A quorum shall consist of one-half plus one of the currently appointed volunteers. A majority vote of the quorum present shall constitute a decision of ASSET. In the event a quorum is not present, ASSET business may be conducted by a simple majority vote of those present, if at least one voting member from each funder is represented. Exceptions to this include decisions for funding recommendations or changes to the Policies and Procedures, or anything that requires Funder approval.
- E. The Chair may vote on all business that comes before ASSET and shall be included as part of the quorum.
- F. Special meetings may be called by the Chair or by petition of one-fourth of the Volunteers with not less than five days written notice to the Volunteers ~~and Staff~~ and AR's, by email or regular mail.
- G. Minutes of ASSET meetings shall be recorded and distributed to Staff, Volunteers, ~~Agency Representatives,~~ and Agencies, by posting on the ASSET website (<http://www.storycountyasset.org>). Minutes shall be made public in accordance with the Iowa Open Records law.

VII. ADMINISTRATIVE TEAM OPERATIONS

- A. Staff members, the Chair, the immediate past Chair, the Chair-Elect, and the Treasurer, shall serve as an Administrative Team.

- B. The Administrative Team will meet prior to regular ASSET meetings. If there are no significant pending actions, an Administrative Team meeting may be cancelled by the Chair or Chair Elect.
- C. All members of the Administrative Team shall be voting members on Administrative Team business, including staff members.
- D. A quorum shall consist of more than half of the existing Administrative Team members. A quorum shall include at least one Volunteer. A majority vote of the quorum present shall constitute a decision of the Administrative Team.
- E. Minutes of the Administrative Team and ASSET shall be recorded and distributed to all Staff, Volunteers, APs, and Agencies, by posting on the ASSET website (<http://www.storycountyasset.org>). Minutes shall be made public in accordance with the Iowa Open Records law.

~~VIII. AGENCY REPRESENTATIVE~~

~~One Agency Representative may be selected by the Human Services Council, from ASSET-funded agencies, to serve as a non-voting member of ASSET.~~

~~IX. COMMITTEES~~

- A. Staff and committees shall have substantial responsibility for the operation of ASSET and for assisting the Volunteers. Committees may be established as follows:
 - 1. The Administrative Team may form committees to identify issues, perform studies, and bring recommendations to ASSET.
 - 2. ASSET may request committees to identify issues, perform studies, and bring recommendations to ASSET. Committee members may be appointed by the ASSET Chair.
 - 3. A Funder may request formation of a committee and make recommendations to ASSET with respect to membership on such committee. The ASSET Chair may appoint the committee members.

~~X. DUTIES AND RESPONSIBILITIES OF ASSET~~

- A. To make annual allocation recommendations to the Funders for services provided by participating agencies. The recommendations shall be consistent with instructions and priorities received from the each Funder;
- B. To set a timetable each year for the funding recommendation process;
- C. To organize hearings for agency presentations regarding their proposed budgets and program plans;
- D. To review services and code definitions as assigned to agencies for use in the budget and billing process;

- E. To meet with the Funders at least twice yearly. At these meetings each Funder has one vote. A majority of Funders constitutes quorum;
- F. To give timely reports on funding recommendation decisions to the Funders and to the agencies;
- G. To develop and maintain an index of services offered in Story County; (This index will be located in the ASSET Reference Manual for Volunteers and Agencies.)
- H. To perform any specific task that the Funders might request of ASSET.

XI. AGENCY PARTICIPATION

- A. **ELIGIBILITY.** Agencies seeking funding eligibility must be serving clients within the geographic area of Story County and shall meet the criteria outlined in the Application for ASSET Agency Participation.
- B. Agencies and services will be reviewed annually by ASSET, through the agency visit and budget process.
- C. Agencies shall annually provide financial reports in accordance with Generally Accepted Accounting Practices (GAAP). These reports shall be submitted within six months after the close of the Agency's fiscal year. Reports will meet the following guidelines:
 1. Agencies with an annual budget below \$100,000 must, at least, submit an electronic copy of IRS Form 990 and a balance sheet prepared externally and independently to the ASSET Administrative Assistant.
 2. Agencies with an annual budget of \$100,000 or more must submit an electronic copy of their full comparative audit and an electronic copy of their IRS Form 990 to the ASSET Administrative Assistant.
- D. Agencies seeking eligibility to apply for funding through the ASSET process should fill out the application form called "Application for ASSET Agency Participation", shown as Appendix B to this document, and present verification of the stated criteria and all required attachments. All application documents shall be submitted to the Administrative ~~Team~~Assistant to distribute to the ASSET Administrative Team.
- E. Agencies that have been in the ASSET process within the last three years are not required to submit a new application for participation, rather a New/Expanded Service form can be submitted along with comparative financial audits for the years not in the ASSET process.
- F. The ASSET Administrative Team shall insure that the forms are complete and make recommendations to the Volunteers. The Volunteers will then approve or disapprove the recommendation.
- G. A written notification shall be sent to the Agency, stating its acceptance or the reason why it was not accepted.

- H. Approval of an applicant Agency does not guarantee a subsequent dollar allocation.
- I. Any Agency may request to be placed on the ASSET or Administrative Team agenda by contacting the Administrative Assistant.

XII. FUNDING PROCESS

- A. Each Agency requesting funding shall be assigned to one or more ~~panel of the three focus areas (Education, Financial Stability-Income, or Health) by service area(s).~~
- B. Each Volunteer shall be assigned to only one ~~panel-focus area~~ and shall review the services within that ~~panel area~~.
- C. The Administrative Team shall prepare the appropriate budget and reporting forms for the agencies to complete and make the forms available via the ASSET website.
- D. Agencies must submit completed budget and reporting forms for all approved services to ASSET by the date stated in the yearly ASSET calendar.
- E. Agencies must submit Board of Directors meeting minutes as requested by the Administrative Team or Administrative Assistant.
- F. The Administrative Team shall conduct an Agency training session on the date stated in the yearly ASSET calendar.
- G. Volunteers shall conduct Liaison visits to individual agencies as scheduled on the ASSET calendar.
- H. Hearings for agencies shall be conducted each year as scheduled on the ASSET calendar.
- I. Recommendations for allocations shall be made by ASSET to the Funders after the hearings and ~~panel-work sessions are completed and approved by the ASSET board.~~
- J. Information regarding the funding ~~and rationale~~ shall be provided to the agencies and their governing bodies after Funders' approval.
- K. If any Agency does not provide the required information, or provides information that is inadequate, incorrect, or not timely, ASSET shall make a report to the Funders that procedures were not followed and may recommend that funding be reduced, sequestered, or not allocated ~~at all.~~
- L. ASSET agencies will collaborate and partner to provide services. The ASSET Administrative Team shall make a report to Funders if an agency does not make adequate efforts to coordinate services or respond to requests for information.

XII. PLANNING PROCESS

ASSET shall provide a community forum to work constructively and cooperatively in addressing human services concerns. This may be achieved by, but is not limited to:

- A. Participating in studies and developing strategies that enhance the delivery of human services within the county;
- B. Collecting and evaluating facts that provide valid data for decisions on program needs, and effectiveness of current delivery;
- C. Evaluate the need for new or modified services and/or duplication of services.
- D. Promote and encourage collaboration among agencies for efficiencies.
- E. Review agency updates and reports on services as documented through Clear Impact Scorecard and other reporting documents.

X. CHANGES IN SERVICES

- A. Any ~~new or existing~~ ASSET Agency, providing services to Story County clients, that wishes to add new or expanded services, must report the changes to the ASSET Administrative Team. Changes that should be reported include increases in service beyond the normal expected growth, new or different services that have an impact on staffing, or services that result in new clientele.
- B. Agencies will report new and expanded services to the ASSET Administrative Team on the "Notification of New or Expanded Service" form, shown as Appendix C to this document. The need for new or expanded services shall be identified and aligned with the Funder's priorities and the priority areas from the most recent Story County community assessment. The Administrative Team will review the information and determine if the service(s) meets criteria to be included in the ASSET funding process. The Administrative Team will inform the ASSET Board. This review and informing of ASSET is not a commitment of funding. If ASSET asks for additional information, a committee of Volunteers may be appointed to gather more information and report its findings to ASSET for further review.
- C. If an Agency is reducing or dropping a service, a letter should be submitted to the ASSET Administrative Team within thirty days of the Agency board's vote to drop or reduce a service.
- D. Service changes may occur any time during the funding year. If funding through ASSET is being considered, the ASSET Administrative Team should be notified of a new or expanded service ~~in program~~ by the date stated in the ASSET calendar.

X.IV. **FUNDING APPEAL PROCESS.** An Agency wishing to make an appeal may do so by following the individual Funders appeal process.

XV. AMENDMENTS TO POLICIES AND PROCEDURES

- A. These Policies and Procedures shall be reviewed annually prior to the May ASSET Board meeting.
- B. Amendments to the Policies and Procedures may be proposed by a Volunteer, a Staff member, or a Funder.
- C. A proposed amendment shall require a majority vote of quorum of the ASSET Board to recommend such amendment to the Funders.

APPENDIX A – APPLICATION FOR ASSET AGENCY PARTICIPATION

ASSET (Analysis for Social Service Evaluation Team)

CRITERIA FOR FUNDING ELIGIBILITY

Financial support through ASSET can be applied for by **human service agencies** that are serving clients within the geographic area of Story County and who meet the basic eligibility criteria. **Approval of an applicant agency does not guarantee a subsequent dollar allocation.** The allocation recommendation will be made on a service-by-service basis during the annual allocation process. To be considered for financial support, agencies must comply with the following requirements and provide supporting documents to demonstrate compliance:

- A. The agency must be a non-profit corporation or chartered as a local unit of a non-profit corporation that has an IRS section 501(c)(3) status or local, state, or federal government agency (i.e. formed by a 28E Agreement) that has a presence within and serves the people of the State of Iowa.
- B. The agency must have articles of incorporation, bylaws, or other documents, which clearly define its purposes and function.
- C. The agency must have an Equal Opportunity Policy that has been approved by its Board of Directors.
- D. The agency must have been incorporated and actively conducting business for at least one year at the time of the application.
- E. The agency must maintain in its budget and services a demarcation between any religious and other programs so that ASSET does not financially support religious purposes.
- F. The agency must demonstrate need and community support for the proposed service through letters of support, needs assessments, or other documentation.
- G. The agency shall be governed by a Board of Directors or Advisory Board who serve without compensation and who approve and oversee the implementation of the budget and policies of the agency.
- H. Agencies that offer the following services shall not be eligible for funding from ASSET Funders:
 1. Agencies that are primarily political in nature.
 2. Agencies that provide services limited to the members of a particular religious group.
 3. Agencies that exist solely for the presentation of cultural, artistic, or recreational programs.
 4. Basic educational program services considered the mandated responsibility of the public education system.

Agencies that have been in the ASSET process within the last three years, but have ceased requesting funding, are not required to submit a new application for participation, rather a New/ Expanded Service form can be submitted along with comparative financial audits for the years not in the ASSET process.

To apply as an ASSET Agency Participant, complete the Application for ASSET Agency Participation and send the request, including the documentation outlined in the application to: storycountyasset@gmail.com.

Application for ASSET Agency Participation

A. Agency General Information

1. Legal name of agency _____
Address _____
Telephone _____
2. Executive Director _____
3. Date of incorporation _____ State of incorporation _____
4. Tax Identification Number _____ Agency Fiscal Year _____
5. Is your agency affiliated with a national and/or state organization? _____ If so,
name of national and/or state organization _____

Explain nature of affiliation and describe national and/or state organization's control over local administration and activities

Explain benefits of affiliation _____

6. What is your agency mission statement? _____

7. Governing Arrangements

How are members and composition of the governing body selected? _____

What is the governance role of the Board of Directors? _____

How do you ensure Story County representation? _____

8. Membership

Does your agency have a membership program? _____

If so, list membership categories and dues

Membership benefits _____

B. Agency Service Information

1. Geographic area(s) served _____

2. Types of services provided _____

3. What population(s) do you serve? _____

Do you offer a sliding fee scale for your services? If yes, please include a copy.

4. Other agencies in Story County that provide similar services _____

5. Agencies in Story County with whom you collaborate _____

6. Agencies in Story County with whom you share referrals _____

C. Agency Accreditation and Licensing

Is your agency accredited? _____ If so, by whom? _____

For what length of time? _____

Describe agency and staff licensing and certification requirements: _____

D. Financial/Legal Information

If ASSET approves the application, your agency will be required to annually provide financial reports in accordance with Generally Accepted Accounting Practices (GAAP) as follows:

- Agencies with an annual budget below \$100,000 must submit an electronic copy of IRS Form 990 and a balance sheet prepared externally and independently, to the ASSET Administrative Assistant at storycountyasset@gmail.com within six months after the close of the agency's fiscal year.
- Agencies with an annual budget of \$100,000 or more must submit an electronic copy of their full comparative audit and an electronic copy of their IRS Form 990 to the ASSET Administrative Assistant at storycountyasset@gmail.com within six months after the close of the agency's fiscal year.

E. ASSET Information

1. Attach a complete description of the service(s) that your agency provides that you will be asking for funding from ASSET. _____

2. Using the enclosed Service Code List and Definitions, tell us which service code(s) your service(s) fits into. _____

Checklist for supporting documentation:

- Letter of tax-exempt status from IRS
- Articles of Incorporation, bylaws, or other documents which clearly define agency's purpose and function
- Vision and Mission Statements
- Equal Opportunity Policy that has been approved by Board of Directors
- If applicable, a statement describing how agency maintains a demarcation between any religious programs and other programs (ASSET does not fund programs designed for religious purposes)
- Documentation of community support (letters of recommendation, needs assessments, etc.)
- List of Board of Directors member names, professional affiliation, addresses, places of business
- A copy of the current budget and the budget for the upcoming fiscal year, including all sources of income.
- Statement of assets and liabilities and statement of income and expenses including all sources of funds for this budget.
- Agency Program Outline Form (one for each service your agency is requesting funding for)

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APPENDIX B – SERVICE CODES

(Complete descriptions of each service code are in the ASSET Reference Manual)

Services are categorized into three panels: Education, Financial Stability, and Health.

Service Code #	Service Code Name	Unit of Service	Panel
1.01	Supported Employment for Mental Health or Developmentally Disabled	1 Staff Hour	Education
1.02	Advocacy for Social Development	1 Staff Hour	Education
1.03	Resource Development	1 Staff Hour	Education
1.04	Informal Education for Self-Improvement and Self-Enrichment	1 Client Contact	Education
1.05	Enclave Services	15 minutes	Education
1.06	Preschool	1 Day	Education
1.07	Youth Development and Social Adjustment	1 Client Contact / Day	Education
1.08	Employment Assistance for Youth	1 Staff Hour	Education
1.09	Out of School Program	1 Partial Day	Education
1.10	Family Development / Education	1 Client Hour	Education
1.11	Volunteer Management	1 Volunteer Hour	Education
1.12	Public Education and Awareness	1 Staff Hour	Education
2.01	Emergency Assistance for Basic Material Needs	1 Client Contact	Financial Stability
2.02	Day Care - Infant	1 Full Day	Financial Stability
2.03	Day Care - Children	1 Full Day	Financial Stability
2.04	Day Care - School Age	1 Partial Day	Financial Stability
2.05	Childcare for Mildly Ill Children	1 Partial Day	Financial Stability

Service Code #	Service Code Name	Unit of Service	Panel
			me
2.06	Separated Families	1 Client Contact	Financial Stability Income
2.07	Transitional Living Services	1 day	Financial Stability Income
2.08	Emergency Shelter	1 24 Hour Period of Shelter and Food	Financial Stability Income
2.09	Correctional Services	1 Client Hour	Financial Stability Income
2.10	Legal Aid - Civil	1 Staff Hour	Financial Stability Income
2.11	Clothing, Furnishing and Other Assistance	1 Client Contact	Financial Stability Income
2.12	Disaster Services	1 Staff Hour	Financial Stability Income
2.13	Transportation	One Way Trip	Financial Stability Income
2.14	Budget / Credit Counseling	1 Client Contact	Financial Stability Income
3.01	Community Clinics	1 Clinic Hour	Health
3.02	Day Care - Adults	1 client Day	Health
3.03	In-Home Health Monitoring	1 person monitored per month	Health
3.04	Homemaker / Home Health Assistance	1 Hour	Health
3.05	Home Delivered Meals	1 Meal	Health
3.06	Congregate Meals	1 Meal	Health
3.07	Domestic Abuse Crisis and Support	1 Staff Hour	Health
3.08	Sexual Abuse Crisis and Support	1 Staff Hour	Health
3.09	Crisis Intervention	1 Contact	Health

Service Code #	Service Code Name	Unit of Service	Panel
3.10	Court Watch	1 Staff Hour	Health
3.11	Respite Care	1 Client Hour of Service	Health
3.12	In Home Nursing	1 Visit	Health
3.13	Service Coordination	1 Client Hour	Health
3.14	Activity and Resource Center	1 Client Hour	Health
3.15	In Home Hospice	1 day (24 hour)	Health
3.16	Substance Abuse or Co-occurring Disorder Treatment (Out Patient)	1 Client Hour	Health
3.17	Outpatient Treatment and Health Maintenance	1 Client Hour	Health
3.18	Supported Community Living Services	15 minutes or up to 1 24 Hour Day	Health
3.19	Special Recreation	1 participant per hour	Health
3.20	Day Habilitation Services	15 minutes or 1 Day	Health
3.21	Peer Support Services	1 Client Contact	Health

APPENDIX C – NOTIFICATION OF NEW OR EXPANDED SERVICE

ASSET

NOTIFICATION OF NEW OR EXPANDED SERVICE

****Please note that submission of this Notification does not automatically result in a commitment of funding from ASSET****

DATE: _____ AGENCY: _____

PROGRAM/SERVICE: _____

Provide a brief description of the new or expanded service and population to be served.

Describe how the need for this service was identified. Cite resources such as local needs assessment, surveys, etc.

Describe which funder(s) priority(ies) this service will meet. (May be more than one funder and/or more than one priority).

Is there new clientele to be served? If yes, how many?

What other agency provides this or any similar services in the community? How has the need for this service been identified in addition to the existing service(s)? Describe any partnership efforts with these agencies.

What outcomes will be measured? Describe methodology(ies) used to measure outcomes.

How would ASSET funds be used to support the service (scholarships/staff/direct service, etc)?

Describe what other funding sources are used to support the service.

What is the total budget for this service?

What percentage of the total service budget would requested ASSET funds support?

If this service is funded through a grant what is the amount and the duration of the grant?

Does the grant require a local cash match? _____ If yes, how much? _____

If there isn't funding through ASSET, what are the plans to provide and/or sustain the service?

~~The Please check the ASSET Calendar for the deadline for new/expanded service requests is May 24th.~~

Please submit this form by email to the ASSET Administrative Assistant at:
storycountyasset@gmail.com

APPENDIX D – CONFLICT OF INTEREST

Organization: Story County Analysis of Social Services Evaluation Team (ASSET)

Policy: Conflict of Interest Policy

Date Adopted: 4/10/03

Date Revised:

Story County ASSET and its voting members/staff persons, hereinafter referred to as "board" and "board members(s)", agree to the following conflict of interest policy hereinafter referred to as "policy", as adopted and revised as indicated above:

1. The policy will be adopted yearly at the first regularly scheduled board meeting following the start of the fiscal year. Each board member is to review and sign the policy at the first board meeting prior to voting on any matters before the board (if applicable).

2. A new voting board member/staff person will be required to review and sign the policy prior to voting as a board member (if applicable) at the beginning of their term and/or the first meeting of the fiscal year.

3. It is the duty of a voting board member/staff person to disclose a conflict of interest to the full board when a conflict arises. Disclosure may be made at any time to the ASSET Administrative Team; hereinafter referred to as "the Team", who shall then notify the full Board. A record of the conflict of interest shall be made at the first regularly scheduled board meeting following disclosure.

4. A conflict of interest is defined in chapter 68B, Iowa Code. The Iowa Code defines conflict of interest as that which evidences an advantage or pecuniary benefit for the member and/or their immediate family not available to others similarly situated. A violation for a conflict of interest is punishable by both civil and criminal penalties in the State of Iowa.

5. A "potential" conflict of interest is defined herein. A potential conflict of interest is when a voting board member/staff person has reason to believe there may be a conflict of interest. This potential conflict shall be disclosed in the same manner as a conflict. If, in the opinion of the Team, the circumstances meet the definition of a conflict of interest the matter shall then be disclosed to the full board and a record shall be made at the next regular meeting.

6. A voting board member/staff person with a conflict of interest shall not vote or use their personal influence with any board member on the matter in conflict.

I agree by my signature below that I have read the above Story County ASSET Conflict of Interest Policy and understand it and will abide by the terms and conditions as stated herein.

Date: _____

Signature: _____

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTON #20-103

WHEREAS, the Story County Board of Supervisors has broad authority over the facilities and property owned by the County of Story according to Iowa Constitution Article III, Section 39A and Iowa Code 331.301 (1), (2), (3) and (4) and Iowa Code 331.502 (1), subject to certain limitations related to other elected officials and leased space, and

WHEREAS, the Story County Board of Supervisors desires to maintain a safe, healthy physical environment in all areas of Story County buildings subject to control of the Board where employees deliver services and members of the public services receive them, and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and

WHEREAS, scientific and medical experts determined the SARS – CoV-2 virus, the cause of the illness Covid-19, is easily transmittable, with the most common method of transmission being an infected individual exhaling small droplets that are inhaled by another individual or that fall upon a surface that is touched by another individual who subsequently touches his or her mouth, nose or eyes, and

WHEREAS, the Story County Board of Supervisors on March 27, 2020, closed all county-owned buildings to the public in concern for employee health, maintaining essential services and as part of a state effort to slow the rate at which the disease would spread, and

WHEREAS, the Story County Board of Supervisors decided on March 27, 2020, to have as many employees as possible deliver essential services off-site via remote access means and to have personnel not delivering essential services who could not perform work via remote access or at home be placed on paid administrative leave, and

WHEREAS, the Center for Disease Control and Prevention advises that wearing a face covering that sits over the wearer's mouth and nostrils is an effective method to mitigate transmission of the virus, and

WHEREAS, maintaining a six-foot distance between individuals, known as social distancing, is not always possible in common areas, and there is growing discussion among medical experts about distance alone not always mitigating the viral transmission risk, and

WHEREAS, the Story County Board of Supervisors on May 11, 2020 implemented a Face Covering Policy requiring, among other transmission-mitigating behaviors, that face coverings are to be worn whenever an employee is within the common areas of any building subject to control of the Board, and

WHEREAS, the Story County Board of Supervisors continues to monitor trends to assess whether benchmarks for reopening county buildings are being met, and

WHEREAS, the Center for Disease Control and Prevention states the risk of transmission of COVID-19 may be substantially reduced by continuing to ensure businesses and public buildings take appropriate public health precautions while reopening, and

WHEREAS, the Story County Board of Health relied upon their own knowledge and experience and the advice of scientific professionals to reach a verbal consensus opinion on June 8, 2020, that requiring face coverings that cover the wearer's mouth and nostrils is a reasonable public health measure during the Covid-19 pandemic, and

WHEREAS, in giving their consensus opinion, the Story County Board of Health further advised that a requirement for face coverings should allow for exceptions when individuals have health conditions which make it difficult or dangerous for them to safely wear a face covering and when the individual is age 2 or younger, and

AND WHEREAS, the Story County Board of Health further advised that the Board of Supervisors make available disposable face coverings for members of the public who do not have one to wear while in a county building and have hand sanitizer available for public use in or near the main entrances and common areas of county buildings;

NOW, THEREFORE, BE IT RESOLVED that the Story County Board of Supervisors declares that due to Covid-19, face coverings are to be worn by any individual entering and using the common areas, including but not limited to restrooms, hallways, and breakrooms accessible to the public, in buildings subject to control of the Board.

IT IS FURTHER RESOLVED that it is the policy of the County of Story, Iowa, to provide equal access for individuals with disabilities according to the Americans with Disabilities Act of 1990 (ADA), Public Law 101-336: 42 USC Sec.12101, et seq., as amended from time to time, and that the Story County Board of Supervisors commits to following the advice of the Story County Board of Health by not requiring face coverings for individuals seeking ADA accommodations and when the individual is age 2 or younger, and in providing disposable face masks and hand sanitizer for the public in easily accessible places in common areas;

AND IT IS FURTHER RESOLVED that exceptions will be made for eating or drinking as long as the participants adhering to social distancing guidelines of at least 6 feet;

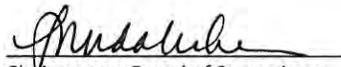
AND IT IS FURTHER RESOLVED that Story County will provide services, as we have been doing during this pandemic, and that members of the public who decline to comply with this public health measure will be asked to leave county premises subject to control of the Board until being willing to wear a suitable face covering; and that employees of Story County who fail to comply will be asked to return their work areas;

AND IT IS FURTHER RESOLVED that the requirements laid out in this resolution become effective immediately and will remain in effect until the Story County Board of Supervisors determines that the presence of Covid-19 no longer creates an elevated public health risk in Story County.

Dated this 23rd day of June, 2020.

Attest:

County Auditor


Chairperson, Board of Supervisors

ROLL CALL	Lauris Olson	Yea <u>X</u>	Nay <u> </u>	Absent <u> </u>
FOR ALLOWANCE	Lisa Heddens	Yea <u>X</u>	Nay <u> </u>	Absent <u> </u>
	Linda Murken	Yea <u>X</u>	Nay <u> </u>	Absent <u> </u>

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0

 Above tabulation made by 
CHAIRPERSON

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

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

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 20-104**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Calvin E and Kim A Wilson, 5225 Timber View Drive, Cedar Rapids, Iowa, 52411, involving the real estate located in the northeast quarter of the southwest quarter in Section 31 of Grant Township identified as Parcel #10-31-300-210 and Parcel #10-31-300-260 hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Calvin E. Wilson and Kim A. Wilson are the legal titleholders of said real estate and;

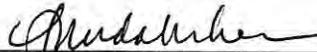
WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, *Code of Iowa*, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the Agricultural Subdivision Plat of the Wilson-Stagg Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A and shown on Attachment B shall hereinafter be known as the Wilson-Stagg Subdivision.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 20-104 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 23rd day of June 2020.


Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL	Lauris Olson	Yea <u>X</u>	Nay ___	Absent ___
FOR ALLOWANCE	Lisa Heddens	Yea <u>X</u>	Nay ___	Absent ___
	Linda Murken	Yea <u>X</u>	Nay ___	Absent ___

ALLOWED BY VOTE

OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by 

ATTACHMENT A

A subdivision of that part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, lying West of U.S. Interstate #35, being more particularly described as follows:

Beginning at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence N89°52'41" E, 1269.54 feet along the north line thereof to the west line of U.S. Interstate #35; thence following said line S01°57'01"E, 232.55 feet; thence S06°38'27"W, 666.02 feet; thence S04°39'41"W, 192.99 feet; thence S03°16'59"E, 236.90 feet to the south line of said Northeast Quarter of the Southwest Quarter; thence N89°55'57"W, 1207.45 feet to the Southwest Corner thereof; thence N00°23'51"E, 1318.75 feet to the point of beginning, containing 37.43 acres.

APPROVED

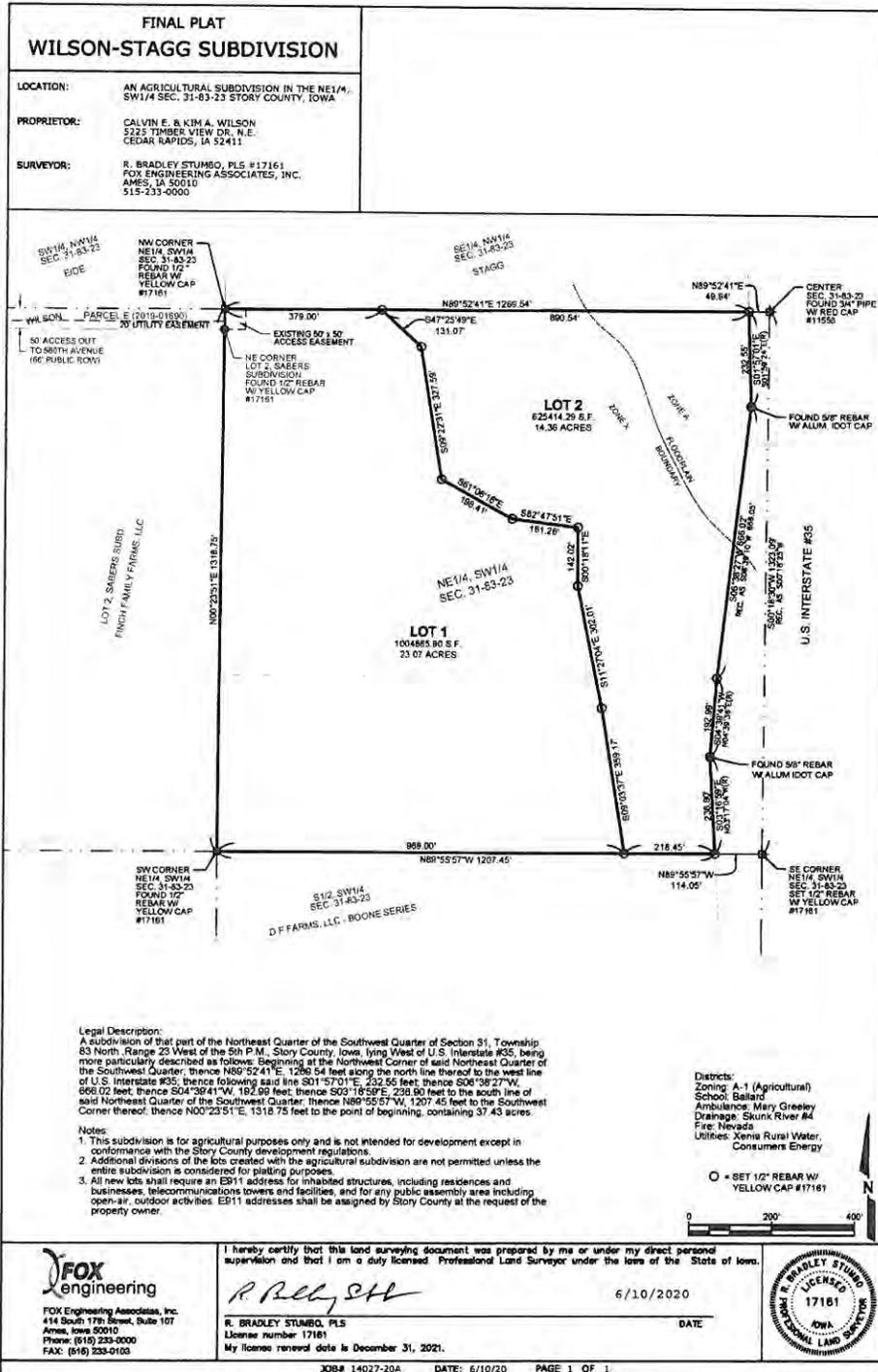
DENIED

Board Member Initials: AM

Meeting Date: 6/23/2020

Follow-up action: _____

ATTACHMENT B



Staff Report

Board of Supervisors

Date of Meeting:
June 23rd, 2020

Case Number SUB07-20

Agricultural Subdivision
Wilson-Stagg Agricultural Subdivision
Resolution No. 20-104

APPLICANT:

Cal Wilson
5225 Timber View Drive
Cedar Rapids, IA 52411

STAFF PROJECT MANAGER:

Marcus Amman, Planner

SUMMARY:

An Agricultural Subdivision request for Parcel numbers #10-31-300-210 and 10-31-300-260 to adjust the boundary of two existing parcels and plat them as two lots, as follows, in order from west to east: proposed Lot 1, a 23.07 net-acre lot, and proposed Lot 2, a 14.36 net-acre lot. The lots are not for development purposes. The application is to consider a request for an Agricultural Subdivision to adjust the boundary of two existing parcels and plat them as two lots. The property owner to the north (Stagg) proposes to acquire Lot 2. The Wilsons will retain Lot 1. Planning and Development staff recommend approval of the proposed Agricultural Subdivision Plat.





Property Owner

Wilson, Calvin E & Kim A

Parcel Identification Number(s)

10-31-300-210

10-31-300-260

Size of Area

36.45 net-acres

Location of Subdivision

Grant Township (Section 31, Township 83, Range 23)

East of 560th Ave

Districts

A-1 Agricultural District

Mary Greeley Ambulance and Nevada Fire Department

Ballard School District

Consumers Energy and Xenia Rural Water

Skunk River #4 Drainage District

Description of Proposed Subdivision and Current Land Use

The application is to consider a request for an Agricultural Subdivision to adjust the boundary of two existing parcels and plat them as two lots. The lots are being reconfigured for the purpose of selling land. The property owner to the north (Stagg) proposes to acquire Lot 2. The Wilsons will retain Lot 1. The existing parcels are the majority of the northeast of the southwest quarter of section 31. There is a small portion of the northeast of the southwest owned by the Iowa Department of Transportation as right-of-way for Interstate 35.

Proposed Lot 1 is currently in row crop production while Lot 2 is has timber on the majority of it with approximately 1 acre in the northeast corner in agricultural production. Proposed Lot 1 is 23.07 net-acres and proposed Lot 2 is 14.36 net-acres. Both proposed lots are zoned A-1 Agricultural, and designated as Agricultural Conservation Areas in the Capstone (C2C) Comprehensive Plan Future Land Use Map. Agricultural Conservation Areas “encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity.” Principles for the designation include encouraging high-value agriculture lands to remain in production.

The current land use (row crop production and existing timber) will not change after the division. The current operator will continue to farm the land. The lots created through an Agricultural Subdivision are not considered development lots (see Section 87.06). Planning and



Development staff have communicated this with the property owner. A note has been added to the plat that the lots are not intended for development.

There is an existing accesses from 560th Ave to proposed Lot 1. This access is a 1.76 acres parcel and is located 0.5 miles north of 280th st. This parcel is a 0.3 mile long parcel that extends from 560th to Lot 1. Lot 1 contains an existing 50'x50' access easement to the parcel north of proposed Lot 1 which is owned by the Stagg Family. The parcel to the north is parcel 10-31-100-405, a 37.63 net-acre parcel in agricultural row crop production. Lot 2 will have access from the adjacent parcel that the Stagg family owns located to the north though the access easement on Lot 1. The County Engineer noted that Lot 2 should have a legal access created in case it is sold in the future. To address this the Stagg family has communicated with Planning and Development Staff that they will adjoin proposed Lot 2 with adjacent parcel that they own, 10-31-100-405. This will meet the County Engineers request. As the current land use will not change and the same operator will continue to farm the land, no new access are anticipated. An access easement is not required for non-development lots to share an access.

There is floodplain in the northeast corner of proposed Lot 2 along South Skunk River. Approval of a floodplain development application and compliance with Story County's adopted floodplain management regulations would be required for any proposed development in the floodplain, including driveways and roads. This has been communicated with the applicant and no development on the property is proposed.

Applicant's Property and Current Surrounding Land Use

The property is located in Grant Township. It is approximately 2.75 miles southeast of the City of Ames and 2.75 miles northeast of the City of Huxley. Adjacent properties include:

North

Two parcels: One 37.63 net-acre parcel in agricultural production directly north of the proposed lots. One 43.35 net-acre parcel containing a single-family dwelling northwest of proposed Lot 1. The parcel with the dwelling is mostly in agricultural production. Northeast of proposed Lot 2 is IDOT land for Interstate 35.

East

East of the proposed lot is all owned by the IDOT and is used for Interstate 35.

South

Two Parcels: the parcels to the south (37.06 net acres) and southwest (44.85 net-acres) are both entirely in agricultural production. Southeast of proposed Lot 2 is IDOT land for Interstate 35.

West



Two parcels; One 37.38 net-acre parcel in agricultural production owned by Finch Family Farms. One 7.50 net-acre parcel containing a dwelling.

There are 15 parcels located within a quarter mile of the properties. They are all located in unincorporated Story County and zoned A-1 Agricultural. Two parcels contain single-family dwellings. One parcel exceeds the minimum 35-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District. The dwelling on a parcel under 35 acres is a parcel that is part of the Sabers Subdivision.

Applicable Regulations – Story County Land Development Regulations

87.07 AGRICULTURAL SUBDIVISION PLAT

1. A subdivision may be submitted for review and approval as an agricultural subdivision plat when all of the following are true:
 - a. The lots created by the subdivision are intended to be used for agricultural purposes;
 - b. The subdivision contains no new development lots;
 - c. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use; and
 - d. The subdivision lies wholly within the A-1 or A-2 Districts. (Ordinance No. 184)
 - e. No Residential or Minor subdivisions have been approved for the tract(s) being divided after December 31, 2003. (Ordinance No. 160)

Commentary

The following comments are part of the official record of the proposed Agricultural Subdivision Plat – **Wilson-Stagg Agricultural Subdivision, Case No. SUB07-20**. If necessary, conditions of approval may be formulated based on these comments.

Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team on June 1, 2020, and the following applicable comments were received from the County Engineer and Planning and Development staff:

County Engineer:

1. Lot 2 should have a legal access created in case it is sold in the future.

Planning and Development Staff:

1. Please add the following district information to the subdivision plat drawing. See Story County Land Development Regulations Ch. 87.07 2. A. 11 for details.
 - Fire: Nevada Fire Department
 - Utilities: Xenia Rural Water and Consumers Energy



2. Please add the 100-year flood plain information generally in the northeast of proposed Lot 2. See Ch. 87.07 2. A. 12 for details.
3. Planning and Development staff will need to take site photos of the property as part of the review and for the presentation to the Board of Supervisors. Staff would like this to occur the week of June 8th or 15th. You do not need to meet staff on-site. Please confirm that you give staff permission to complete the site review.
4. Story County Land Development Regulations: Land Division Requirements, Section 87.06 (1), Subsection A, states that the lots created through an agricultural subdivision must be used for agricultural purposes and no development lots (buildable for a dwelling) can be created. Please describe the purpose of the subdivision and how the lots will be used for agricultural purposes.
5. There is floodplain on proposed Lot 2. Approval of a floodplain development application and compliance with Story County's adopted floodplain management regulations would be required for any proposed development in the floodplain, including driveways and roads.

Comments from the General Public

Notification letters were mailed to surrounding property owners within a ¼ mile of the subject property regarding the public meeting on the subdivision request on June 17, 2020.

No comments were received as of the writing of this report.

Comments from Cities within Two Miles

None

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Agricultural Subdivision Plat process to create two (2) lots for agricultural use.

1. The goal of the subdivision is to partition land and to sell proposed Lot 2 to the adjacent property owner (Stagg).
2. The subdivision meets all requirements and standards for an Agricultural Subdivision.
3. The use of the proposed Lots will remain the same; for agriculture row crops and woodlands.
4. The lots are not to be used for development unless in conformance with the Story County Land Development Regulations.
5. Additional divisions of the lots created with the agricultural subdivision are not permitted unless the entire subdivision is considered for platting purposes.
6. The existing access easement on proposed Lots 1 will continue to serve the adjacent parcel to the north. Section 88.04 on access and access easement requirements apply only to development lots—the lots created through an Agricultural Subdivision are not considered development lots (see Section 87.06). A note has been added to the plat that the lots are not intended for development.



7. There is floodplain on proposed Lot 2 along South Skunk River. No development on the property is proposed.
8. There are two dwellings within a quarter mile. All other adjacent parcels and parcels within a quarter mile are in agricultural production, a total of 13 other parcels.

Alternatives

Story County Planning & Development Staff recommend the approval of the Wilson-Stagg Agricultural Subdivision, as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution # 20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, as put forth in SUB07-20.**
2. The Story County Board of Supervisors approves Resolution # 20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, with conditions, as put forth in SUB07-20.
3. The Story County Board of Supervisors denies Resolution # 20-104 the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, as put forth in SUB07-20.
4. The Story County Board of Supervisors tables the decision on Resolution # 20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, as put forth in SUB07-20 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisor's agenda.

Story County Planning and Development
 900 6th Street, Nevada, Iowa 50201
 (515) 382-7245 — pzweb@storycountyia.gov — www.storycountyia.gov

SUBDIVISIONS 

<p>1. Property Owner*</p> (Last Name) <u>WILSON</u> (First Name) <u>GALE</u> (Address) <u>5225 TIMBER VIEW DRIVE</u> (City) <u>CEDAR RAPIDS</u> (State) <u>IA</u> (Zip) <u>52411</u> (Phone) <u>319/300-1009</u> (Email) <u>stunde@mcwilson.com</u>	<p>2. Applicant (if different than owner)</p> (Last Name) _____ (First Name) _____ (Address) <u>SAME</u> (City) _____ (State) _____ (Zip) _____ (Phone) _____ (Email) _____
--	--

3. Property Address _____ **Parcel ID Number(s)** 031300210 / 031300260

4. Certification and Signature

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

*Acknowledgement of property owner is required and may occur via email or by signature of this application.

Property Owner Signature [Signature] Date 4/27/20 Applicant Signature [Signature] Date 4/27/20

<p><input checked="" type="checkbox"/> Subdivision</p> Proposed Name: <u>Wilson - Stagg Addition</u> Filing Fee/Type (required prior to processing): <input type="checkbox"/> Residential Parcel Plat (\$175) <input checked="" type="checkbox"/> Agricultural Plat (\$175) <input type="checkbox"/> Minor Plat (\$275)** <input type="checkbox"/> Major Plat—Preliminary (\$275)** <input type="checkbox"/> Major Plat— Final (\$175)** **Conceptual Review required	<p>Submittal Requirements:</p> <input type="checkbox"/> Attend conceptual review meeting <input type="checkbox"/> Legal description that will be used on all required legal documents (submit as Word document) <input type="checkbox"/> Proposed subdivision plat (submit as PDF) <input type="checkbox"/> All required submittal requirements as outlined in <u>Chapter 87 of the Story County Code of Ordinances</u> (87.06(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major-Preliminary and 87.09(5) for Major-Final) <input type="checkbox"/> All required documents for subdivision plats as outlined in Iowa Code Chapter 354.11	<p><input type="checkbox"/> Vacation</p> Type: <input type="checkbox"/> Right-of-way <input type="checkbox"/> Plat Submittal Requirements: <input type="checkbox"/> Filing Fee (required prior to processing): \$175 <input type="checkbox"/> Legal description that will be used on all required legal documents (submit as Word document) <input type="checkbox"/> Written description of requested items to be vacated <input type="checkbox"/> See Chapter 87.10 for the vacation process
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Receipt No. 117201781
 Receipt Amount \$175

**Approval of WILSON-STAGG SUBDIVISION, STORY COUNTY,
IOWA
by Story County Auditor**

June 23rd, 2020

The Story County Auditor's Office has reviewed the final plat of:

WILSON-STAGG SUBDIVISION, STORY COUNTY, IOWA

Pursuant to Iowa Code §354.6(2) and §354.11(6), the above-described subdivision name is approved and there is no objections to this subdivision plat being recorded.

Lucy Martin
County Auditor of Story County, Iowa

Prepared by: Larry L. Anfinson, 726 West Fourth Street, Waterloo, IA 50702
Return to: Larry L. Anfinson, 726 West Fourth Street, Waterloo, IA 50702

(319) 235-9507

CERTIFICATE OF COUNTY TREASURER

I, TED RASMUSSEN, do hereby CERTIFY that I am the Treasurer of Story County, Iowa. I further CERTIFY that the real estate described as follows, to-wit:

A subdivision of that part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, lying West of U.S. Interstate #35, being more particularly described as follows:

Beginning at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence N89°52'41" E, 1269.54 feet along the north line thereof to the west line of U.S. Interstate #35; thence following said line S01°57'01"E, 232.55 feet; thence S06°38'27"W, 666.02 feet; thence S04°39'41"W, 192.99 feet; thence S03°16'59"E, 236.90 feet to the south line of said Northeast Quarter of the Southwest Quarter; thence N89°55'57"W, 1207.45 feet to the Southwest Corner thereof; thence N00°23'51"E, 1318.75 feet to the point of beginning, containing 37.43 acres.

Parcel Numbers 10-31-300-210 and 10-31-300-260 are free from taxes at the time of this Certification.

DATED at Nevada, Story County, Iowa, this 9th day of June, 2020.



Ted Rasmussen
Treasurer of Story County, Iowa.

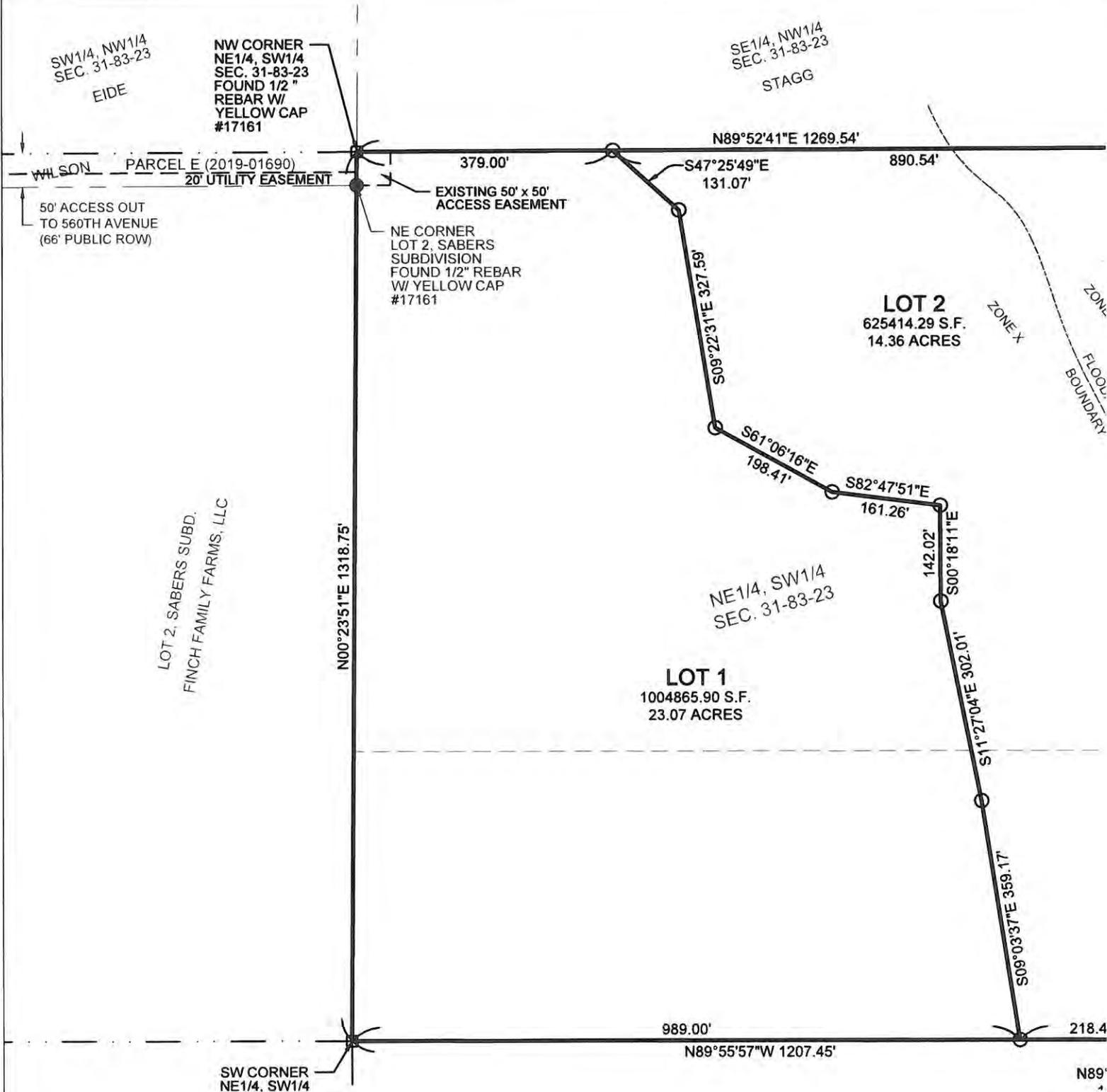
FINAL PLAT

WILSON-STAGG SUBDIVISION

LOCATION: AN AGRICULTURAL SUBDIVISION IN THE NE1/4, SW1/4 SEC. 31-83-23 STORY COUNTY, IOWA

PROPRIETOR: CALVIN E. & KIM A. WILSON
5225 TIMBER VIEW DR. N.E.
CEDAR RAPIDS, IA 52411

SURVEYOR: R. BRADLEY STUMBO, PLS #17161
FOX ENGINEERING ASSOCIATES, INC.
AMES, IA 50010
515-233-0000



ANFINSON & LUCE, P.L.C.
ATTORNEYS AT LAW

LARRY L. ANFINSON
TIMOTHY J. LUCE

726 WEST FOURTH STREET
WATERLOO, IA 50702-1504
TELEPHONE: (319) 235-9507
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EMAIL: office@anlaw.com

May 27, 2020

Story County Planning and Development
ATTN: Jerry Moore/Marcus Amman
900 6th Street
Nevada, IA 50201-2087

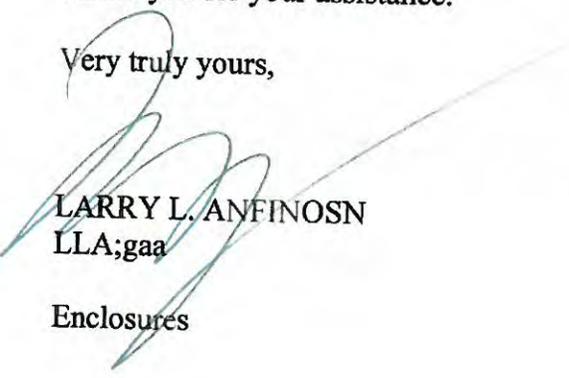
Re: Our Clients: Cal A. Wilson/Kim A. Wilson
Wilson-Stagg Subdivision in Story County, Iowa.

Dear Jerry/Marcus:

We have enclosed with this letter our Title Opinion dated May 20, 2020, and an executed "Acknowledgement of Consent and Dedication of Final Plat of Wilson-Stagg Subdivision." We will get you an executed Certificate of County Treasurer with regard to the payment of all real estate taxes. It is my understanding that our Surveyor has delivered Final Plat Surveys and his Certificate to your office. Please let us know what else you may need in order to start the process for the approval of this subdivision. I know that you will need to get a signature from the Auditor approving the Plat at some point in time.

Thank you for your assistance.

Very truly yours,


LARRY L. ANFINSON
LLA:gaa

Enclosures

ANFINSON & LUCE, P.L.C.
ATTORNEYS AT LAW

LARRY L. ANFINSON

TIMOTHY J. LUCE

726 WEST FOURTH STREET
WATERLOO, IA 50702-1504
TELEPHONE: (319) 235-9507
FAX: (319) 233-8041
EMAIL: office@anllaw.com

May 20, 2020

Mr. and Mrs. Calvin E. Wilson
2574 Indian Hills Road
Cedar Rapids, IA 52403

Abstract of Title to:

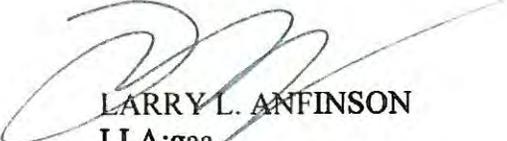
A subdivision of that part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, lying West of U.S. Interstate #35, being more particularly described as follows:
Beginning at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence N89°52'41" E, 1269.54 feet along the north line thereof to the west line of U.S. Interstate #35; thence following said line S01°57'01"E, 232.55 feet; thence S06°38'27"W, 666.02 feet; thence S04°39'41"W, 192.99 feet; thence S03°16'59"E, 236.90 feet to the south line of said Northeast Quarter of the Southwest Quarter; thence N89°55'57"W, 1207.45 feet to the Southwest Corner thereof; thence N00°23'51"E, 1318.75 feet to the point of beginning, containing 37.43 acres.

I have examined the Abstract of Title to the above described real estate commencing with a Warranty Deed dated June 4, 1883, and filed for record June 18, 1883, in Book 34, Page 515, which Abstract was last continued by Abstract & Title Services Story County to May 7, 2020, at 8:00 a.m., and I find that marketable title in fee simple to the real estate described in the Abstract is vested in:

CALVIN E. WILSON AND KIM A. WILSON,
a married couple,
as joint tenants with full rights of survivorship
and not as tenants in common

We find no tax liens, mortgages, judgments, or any other encumbrances against the above described real estate.

Very truly yours,



LARRY L. ANFINSON
LLA:gaa
T.G. #1191



Board of Supervisors

June 23, 2020

Sub07-20 Wilson-Stagg Agricultural Subdivision

Applicant/Property Owner

Cal Wilson

5225 Timber View Drive

Cedar Rapids, IA 52411

Districts

A-1 Agricultural District

Mary Greeley Ambulance and Nevada Fire
Department

Ballard School District

Consumers Energy and Xenia Rural Water

Skunk River #4Drainage District

Property Location

Grant Township (Section 31, Township
83, Range 23)

10-31-300-210

10-31-300-260

East of 560th Ave

North of 280th St

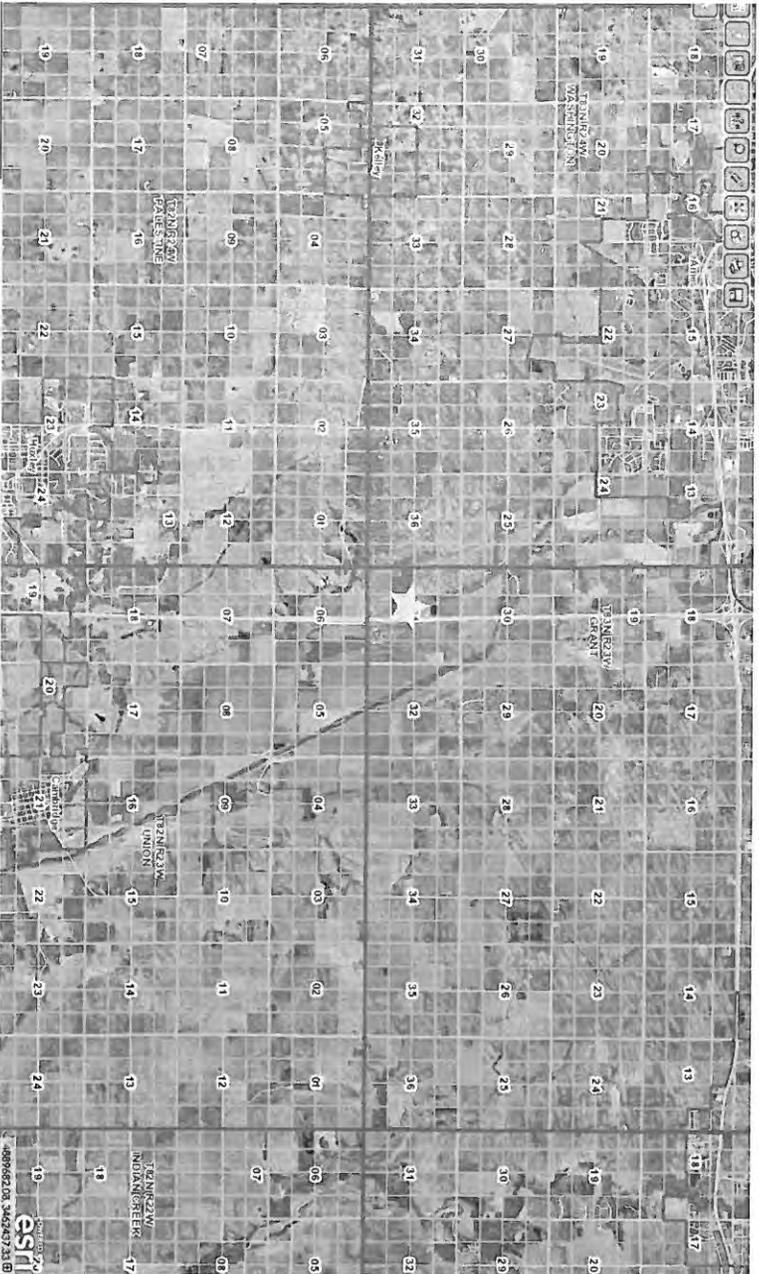


Presented by Story County Planning and
Development

Story County
Board of Supervisors

SLIDE 2

Location



Presented by Story County Planning and Development

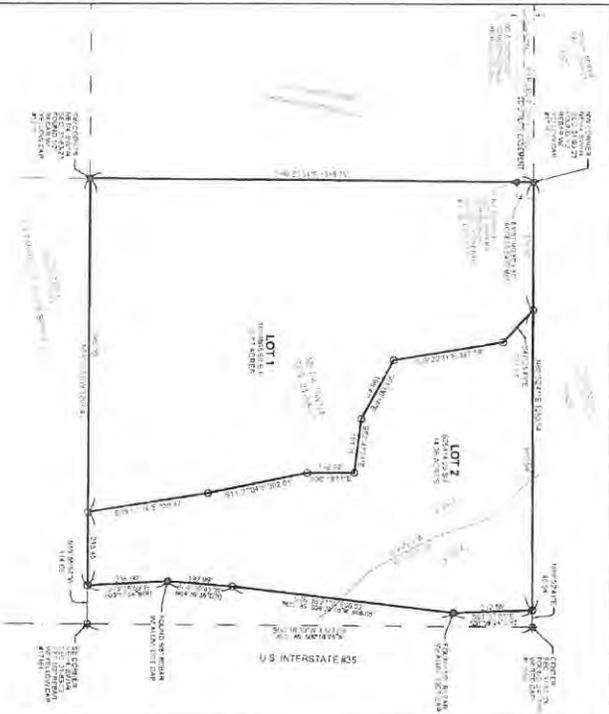
Story County Board of Supervisors

Subject Property

- Lots created through the Agricultural Subdivision process are not considered buildable.
- There are no improvements on either of the proposed lots.



FINAL PLAT WILSON-STAGG SUBDIVISION	
LOCATION: MAYFIELD, MISSISSIPPI	PREPARED BY: FOX ENGINEERING, INC.
DATE: 11/13/2018	PROJECT NO.: 18-001
SCALE: AS SHOWN	DATE: 11/13/2018



Notes:

1. The proposed subdivision is shown on the attached plat. The proposed subdivision is shown on the attached plat. The proposed subdivision is shown on the attached plat.
2. The proposed subdivision is shown on the attached plat. The proposed subdivision is shown on the attached plat. The proposed subdivision is shown on the attached plat.
3. The proposed subdivision is shown on the attached plat. The proposed subdivision is shown on the attached plat. The proposed subdivision is shown on the attached plat.

Legend:

- - SET OF REBAR
- - CONCRETE
- ▨ - BRICK
- ▩ - STONE
- ▧ - ASPHALT
- ▦ - GRAVEL
- ▥ - SAND
- ▤ - SILT
- ▣ - CLAY
- ▢ - WATER
- - WOODLANDS
- - AGRICULTURE
- ▤ - ROW CROP PRODUCTION
- ▣ - PROPOSED ACCESS EASEMENT
- ▢ - PROPOSED BUILDABLE AREA
- - EXISTING ROW CROP PRODUCTION
- - EXISTING AGRICULTURE
- ▤ - EXISTING WOODLANDS
- ▣ - EXISTING SAND
- ▢ - EXISTING SILT
- - EXISTING CLAY
- - EXISTING WATER

FOX Engineering
4000 Highway 100, Suite 100
P.O. Box 100
MAYFIELD, MISSISSIPPI 38756
PHONE: (662) 335-1111
FAX: (662) 335-1111

PLATT, P.L.L.C.
1000 Highway 100, Suite 100
MAYFIELD, MISSISSIPPI 38756
PHONE: (662) 335-1111
FAX: (662) 335-1111

DATE: 11/13/2018

SCALE: AS SHOWN

PROJECT NO.: 18-001

DATE: 11/13/2018

SCALE: AS SHOWN

PROJECT NO.: 18-001

DATE: 11/13/2018

- Proposed Lot 1, a 23.07 net-acre lot, in agricultural row crop production. There is an existing access easement on proposed Lot 1 granted to the parcel to the north.
- Proposed Lot 2, a 14.36 net-acre lot, in woodlands.
- Neither lot is considered buildable.

Proposed Division

Land Use

The subject property is designated as Agricultural Conservation Area by the Cornerstone to Capstone (C2C) Comprehensive Plan: “These areas encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity.” Principles for the designation include to encourage high-value agriculture lands to remain in production, direct non-agricultural development to other C2C Plan Designations, and limit conflicts between agricultural uses, residences, and other uses. The subject property currently has approximately 22 acres in row crop production.



Surrounding Land Use



The parcel is completely surrounded by A-1 Agricultural district.

There are no parcels containing a dwelling contiguous to the subject parcel.

15 parcels within a quarter mile of the subject property. 2 contain single-family dwellings.



Looking North on 560th St at access drive



Looking South on 560th St from access drive



Looking East at access



Looking West at access drive



Looking Southeast at Access Easement on Lot 1



Looking Northeast at access easement on Lot 1

Applicable Regulations – Story County Land Development Regulations

1. The lots created by the subdivision are intended to be used for agricultural purposes;
2. The subdivision contains no new development lots;
3. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use; and
4. The subdivision lies wholly within the A-1 or A-2 Districts. (Ordinance No. 184)
5. No Residential or Minor subdivisions have been approved for the tract(s) being divided after December 31, 2003. (Ordinance No. 160)



Comments from the Public and Cities

The following comments are part of the official record of the proposed Agricultural Subdivision Plat – Wilson-Stagg Subdivision, Case No. 07-20. If necessary, conditions of approval may be formulated based on these comments.

The application materials were forwarded to the members of the Interagency Review Team on June 1, 2020. The following comments were received:

Story County Assessor: None

Story County Engineer: Lot 2 should have a legal access created in case it is sold in the future. Stagg family communicated with staff that they will adjoin proposed Lot 2 with their exiting parcel to the north.

Story County Environmental Health: None

General Public

Notification letters were mailed to surrounding property owners within a quarter-mile regarding the public meeting on the subdivision request June 17, 2020. No comments were received as of the writing of this report.

Cities within Two Miles

None.



Comments from Planning and Development

- Please add the following district information to the subdivision plat drawing. See Story County Land Development Regulations Ch. 87.07 2. A. 11 for details.
 - Fire: Nevada Fire Department
 - Utilities: Xenia Rural Water and Consumers Energy
- Please add the 100-year flood plain information generally in the northeast of proposed Lot 2. See Ch. 87.07 2. A. 12 for details.
- Planning and Development staff will need to take site photos of the property as part of the review and for the presentation to the Board of Supervisors. Staff would like this to occur the week of June 8th or 15th. You do not need to meet staff on-site. Please confirm that you give staff permission to complete the site review.
- Story County Land Development Regulations: Land Division Requirements, Section 87.06 (1), Subsection A, states that the lots created through an agricultural subdivision must be used for agricultural purposes and no development lots (buildable for a dwelling) can be created. Please describe the purpose of the subdivision and how the lots will be used for agricultural purposes.
- There is floodplain on proposed Lot 2. Approval of a floodplain development application and compliance with Story County's adopted floodplain management regulations would be required for any proposed development in the floodplain, including driveways and roads.



Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process.

1. The goal of the subdivision is to partition land and to sell proposed Lot 2 to the adjacent property owner (Stagg).
2. The subdivision meets all requirements and standards for an Agricultural Subdivision.
3. The use of the proposed Lots will remain the same; for agriculture row crops and woodlands.
4. The lots are not to be used for development unless in conformance with the Story County Land Development Regulations.
5. Additional divisions of the lots created with the agricultural subdivision are not permitted unless the entire subdivision is considered for platting purposes.
6. The existing access easement on proposed Lots 1 will continue to serve the adjacent parcel to the north. Section 88.04 on access and access easement requirements apply only to development lots—the lots created through an Agricultural Subdivision are not considered development lots (see Section 87.06). A note has been added to the plat that the lots are not intended for development.
7. There is floodplain on proposed Lot 2 along South Skunk River. No development on the property is proposed.
8. There are two dwellings within a quarter mile. All other adjacent parcels and parcels within a quarter mile are in agricultural production, a total of 13 other parcels.



Recommendation and Board of Supervisors Alternatives

Story County Planning & Development Staff recommend the approval of the Wilson-Stagg Agricultural Subdivision, as proposed (alternative #1).

- 1. The Story County Board of Supervisors approves Resolution #20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, as put forth in SUB07-20.**
- 2. The Story County Board of Supervisors approves Resolution #20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, with conditions, as put forth in SUB07-20.**
- 3. The Story County Board of Supervisors denies Resolution #20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, as put forth in SUB07-20.**
- 4. The Story County Board of Supervisors tables the decision on Resolution #20-104, the Agricultural Subdivision Plat – Wilson-Stagg Subdivision, as put forth in SUB07-20 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisor's agenda.**



**LOCAL WORKFORCE DEVELOPMENT AREA 11
CHIEF ELECTED OFFICIALS
SHARED LIABILITY AGREEMENT**

This Agreement is entered into by and between the Boards of Supervisors of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren Counties, hereinafter collectively referred to as the "Party" or "Parties," to each appoint a Chief Elected Official ("CEO") to oversee a Local Workforce Development Area and agree to the terms and responsibilities of the receipt and distribution of grant funds from Iowa Workforce Development ("IWD"), pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014.

WHEAREAS, on March 25, 1999, the Governor of Iowa, pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, determined the counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren shall comprise the Local Workforce Development Area 11 (LWDA 11); and

WHEAREAS, the counties of Boone, Dallas, Jasper Madison, Marion, Polk, Story and Warren desire to participate in and be members of a LWDA 11 as designated by the Governor; and

1. PURPOSES

To reiterate and memorialize the process and method of designating a Chief Elected Official (CEO).

To establish the powers, responsibilities and duties of the CEOs designated pursuant to this Agreement and the WIOA of 2014.

To establish the process and method the CEOs will use in the determination of the Chief Lead Elected Official (CLEO) and Vice Chief Lead Elected Official (Vice CLEO).

To establish the process and method the CEOs will use to nominate, appoint, or remove members of the Local Workforce Development Board (LWDB).

To establish the process and method the CEOs will use to designate the Fiscal Agent as the Grant Sub-recipient.

The terms and conditions, which follow, reflect the joint understanding among the Parties to this Agreement and shall be the essential elements of the mutual considerations of this Agreement.

2. TERM

This Agreement shall be effective upon the approval of the Boards of Supervisors of each of the member counties and the filing of this Agreement with the Secretary of State. This Agreement shall continue until the WIOA of 2014 is rescinded, or the Governor of Iowa changes the designated LWDA 11, or upon the CEOs amending this Agreement, or the end of the thirty (30) years from the date this Agreement has been approved.

3. CEO DESIGNATION, ORGANIZATION and ADMINISTRATION

A. The County Board of Supervisors Chair or a designee, from within the Board, shall be designated as the Chief Elected Official (CEO) for each Party to form the LWDA 11 CEO Board.

B. Each designated CEO shall collectively establish and appoint members to the Local Workforce Development Board (LWDB), known as the Central Iowa Workforce Development Board (CIWDB).

C. CEO decisions and actions required or any disputes arising under or relating to this Agreement shall be made in a democratic manner and each CEO shall have an equal vote in all deliberations. A simple majority vote shall be required to approve or deny any action required to fulfill the CEO responsibilities and duties contained in this Agreement.

D. The CEOs shall designate and elect a Chief Lead Elected Official (CLEO), and Vice Chief Lead Elected Official (Vice CLEO) by majority vote of the CEOs. The election shall take place at the meeting occurring on or after May first of each year. The elected CLEO shall be appointed to serve for at least a one (1) year term beginning on the day following the election.

E. In the event that the CLEO is unable to serve, the Vice-CLEO will succeed to such position.

F. The CLEO shall act as duly authorized signatory for the CEOs/LWDB on all agreements, grants, or on any other document requiring a signature and duly approved by the CLEO, in order to be legally binding. The CLEO shall serve as the primary point of contact for Iowa Workforce Development (IWD) in the dissemination of information to the CEOs and to the LWDB/CIWDB.

G. In the absence of the CLEO, the Vice CLEO may sign on behalf of the CEO and serve as the primary point of contact for IWD.

H. The CLEO will not serve as the highest-ranking officer on any Board or other entity that governs the Fiscal Agent (if independent from the CLEO's unit of Government) or a direct service provider.

I. Vice CLEO. At the request of the CLEO or in the absence of the CLEO, or during his/her inability to act, the Vice CLEO shall assume the powers and duties of the CLEO. The Vice CLEO shall have such other powers and perform such other duties as may be assigned to him/her by the CEOs.

J. The CEOs may establish such standing, special and advisory committees as deemed appropriate. Any committee established hereunder by the CEOs may be abolished by the CEOs at any time.

K. A regular meeting of the CEOs shall be held on or after May first of each year and as the CLEO determines necessary or by petition to the CLEO from those members constituting a minimum of 20% of the members of the CEOs.

L. At a minimum, CEOs will meet jointly with the LWDB/CIWDB. Meetings will occur quarterly in the months of February, May, August and November.

M. CEOs may participate in meetings via telephone and electronic means such as Facetime, Skype and webinars when such technology is available and functioning at the meeting location.

N. Because the CEOs and LWDB/CIWDB are comprised of public entities and will have the authority to apply for and receive funds and make other recommendations, the CEO Board and LWDB shall be deemed to constitute governmental bodies subject

to Iowa open meeting and open records laws (Chapters 21 and 22 of the Code of Iowa). The CLEO, through the administrative support from the LWDB/CIWDB staff, shall cause the agendas and minutes of the CEO and LWDB/CIWDB meetings to be prepared, appropriately published and distributed to the CEOs and board members.

O. Conflict of Interest. Whenever a potential conflict of interest arises, either directly or indirectly, the CEOs and LWDB members shall act to the benefit of the local workforce development area and not their own interests. When any such situation occurs, the affected CEO or board member is required to disclose the possible conflict of interest. In such a situation, the CEO or Board member may participate in discussion but must abstain from voting. CEOs and LWDB/CIWDB members shall sign a conflict of interest attestation form annually.

P. Election of New CEO. When a new CEO is elected in a county within the LWDA, the newly elected official must submit to the LWDB a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement and reserves the option to request negotiations to amend the CEO Agreement at any time during the official's tenure as a CEO.

Q. Selection of New CLEO. When a new CLEO is selected in accordance with the CEO Agreement, the newly selected CLEO must submit to the LWDB and IWD a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement, and will apprise IWD of the change in CLEO designation.

4. FINANCING

This joint cooperative undertaking is to be financed by the federal fund allocated to LWDA 11 under the WIOA of 2014 as amended and with funds that the CEOs may apply for and receive on behalf of the LWDA 11 Workforce Development Center System.

5. CEO POWERS, RESPONSIBILITIES AND DUTIES

The roles and responsibilities of the CEOs/CEO Board include:

- A. Select a CLEO.
- B. Secure nominations for the Local Workforce Development Board and subsequent vacancies in accordance with Iowa Code Section 84A.4(2).
- C. Serve as grant sub-recipient of WIOA funds.
- D. Recommending to the CLEO an organization to designate as the Fiscal Agent to serve as sub-recipient for WIOA funds and the roles and responsibilities under which the Fiscal Agent is to operate. The designation of a Fiscal Agent shall not absolve the Parties/CEOs of their collective liability for misspent WIOA funds.
- E. In partnership with IWD:
 1. The LWDB, CEOs and IWD shall negotiate and reach agreement on local performance accountability measures.
 2. CEOs will consult with IWD in the development of a reorganization plan, following decertification of the LWDB for fraud, abuse, failure to carry out functions, or non-performance.
 3. CEOs will ensure the provision of Rapid Response activities in the local area.

4. CEOs, IWD and the LWDB/CIWDB, shall establish and operate a fiscal and management accountability information system based on guidance established by the Secretary after consultation with IWD, CEOs and the one-stop service partners (such guidelines shall promote efficient collection and use of fiscal and management information for reports and monitoring the use of funds made available and for preparing the annual report).
5. The CEOs will consult with IWD regarding any federal or state funded activity in the local area.

F. In partnership with the LWDB/CIWDB:

1. Establishing bylaws for the LWDB/CIWDB.
2. CEOs and the LWDB/CIWDB shall develop, agree on and submit a local plan to IWD that meets local workforce development needs and the requirements of WIOA.
3. The local plan must be consistent with the state plan.
4. CEOs shall approve the local plan.
5. CEOs and LWDB shall conduct oversight for WIOA Title I programs and the American Job Center (AJC) in the local area.
6. In fulfilling oversight responsibilities of the WIOA, CEOs shall receive from the designated Fiscal Agent and service providers the following information for review prior to each meeting:
 - a) Reports and documents that summarize the current financial condition of all WIOA grants awarded to LWDA 11, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities.
 - b) Reports and documents that summarize current program performance in LWDA 11 against the negotiated performance standards required under WIOA, including whether the local area is meeting, exceeding or failing to meet each performance standard.
 - c) Reports and documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate financial liability.
7. CEOs and LWDB shall ensure the appropriate management, investment and use of the funds provided to the local area to maximize performance outcomes.
8. The LWDB, with approval of the CEOs, shall select a one-stop operator and service provider(s) through competitive process and may terminate for cause the eligibility of such operator pursuant to WIOA section 107(d)(10)(A)(ii).
9. CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.
10. The LWDB, with approval of the CEOs, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the delivery system in the local area with One- Stop Partners. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved at scheduled meetings.
11. The LWDB/CIWDB shall develop a board budget annually, with approval of the CEOs. The LWDB/CIWDB, with the assistance of the Fiscal Agent, shall develop a budget consistent with the local plan for its activities and submit the budget to the CEOs for their approval. The Fiscal Agent must distribute grant

funds as approved by the CEOs, provided the disbursement does not violate WIOA or any other applicable law.

6. MISSPENT FUNDS OR DISALLOWED COSTS

A. The CEOs expect the Fiscal Agent to assume primary liability for any disallowed costs associated with the provision of Fiscal Agent services and shall be held liable for any disallowed costs by the CEOs.

B. In the event WIOA fund expenditures are disallowed and Parties/CEOs are unsuccessful at obtaining repayment from the entity responsible for incurring the disallowed cost or the Fiscal Agent, each Party shall be responsible for a portion of any such liability. The apportionment shall be divided equally between the eight counties in the LWDA identified as Parties to this Agreement.

C. The Parties/CEOs agree that any required repayment of disallowed expenditures must be made from non-federal funding sources.

7. DISPUTE RESOLUTION

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

8. LOCAL WORKFORCE DEVELOPMENT BOARD (Central Iowa Workforce Development Board)

A. Nominations

1. CEOs shall seek board member nominations from private sector local business organizations and trade associations.
2. The CLEO shall contact appropriate local private sector businesses, workforce entities, labor representatives, educational entities, and chambers of commerce serving the local service area to request nominations for LWDB membership.
3. When nominating an individual to serve on the LWDB, all nominating organizations shall complete and submit the following nomination documents to the CLEO for membership consideration, selection and appointment:
 - a) Signed Conflict of Interest form,
 - b) Signed Member Nomination form.
4. CLEOs shall submit nomination and appointment documentation, for LWDB/CIWDB membership, to Iowa Workforce Development (IWD) for review, approval and confirmation of the proposed appointee.

B. Appointments

The CEOs have the exclusive responsibility to appoint members to the LWDB/CIWDB from the individuals recommended or nominated by each class of membership.

1. CEOs shall have a majority vote, to appoint nominees to the LWDB. Private sector board members shall be appointed for four-year terms. CEOs shall not

appoint nominees to the LWDB until the CLEO has received confirmation from IWD that the appointment has been approved.

2. CEOs shall appoint members to ensure that at all times a majority of the LWDB members (a minimum of 51%) are business representatives, which represent business owners, chief executive officers, and other executives with optimum policy making or hiring authority, and provide employment in in-demand industry sectors or occupations in the local area. At least two of the business representatives must represent small business as defined by the Small Business Administration.
3. CEOs shall appoint members to ensure that at all times not less than 20% of the LWDB/CIWDB members are workforce representatives, which represent labor organizations, joint labor-management or union, affiliated registered apprenticeship programs, nominated by labor organizations, federations or other employee representatives. Additional board members can be filled by community-based organizations that have demonstrated experience and expertise addressing education, training or employment needs of veterans or individuals with disabilities; organizations that have demonstrated the experience and expertise in addressing education, training or employment needs of eligible youth, including out-of-school youth.
4. CEOs shall appoint members to ensure that at all times there is a representative from adult education and representative from higher education, including community colleges, providing workforce investment activities. Additional positions may include representatives of local education agencies and community-based organizations with experience and expertise in serving individuals with barriers to employment.

a). When there are multiple local area providers of adult education services and higher education institutions providing workforce activities, CEOs will solicit nominations from those providers and institutions. This requirement provides for a representative selection process for these membership categories.

5. CEOs shall appoint members to ensure that at all times there is a representative from economic and community development entities, a member from the state employment services under the Wagner-Peyser Act, and a representative from Vocational Rehabilitation. The employment services and Vocational Rehabilitation representatives must be nominated by the Director of the respective state departments. Additional positions may include representatives from agencies providing transportation, housing, or public assistance programs or philanthropic organizations. CEOs will attempt to seek nominations and appointments to include representation from each of the eight counties.
6. Individuals may be appointed as a representative of more than one required entity, if the individual meets all the criteria for representation described above.
7. CEOs shall appoint members to ensure overall members of the LWDB, excluding the Wagner Peyser Act and Vocational Rehabilitation representatives, is balanced by gender and political affiliation. After applying the exclusions, no more than one half plus one of the remaining board members will be composed of any one gender or political party.
8. CEOs shall determine if any additional members should be appointed beyond the minimum required by WIOA. If such additional appointments are made, the

51% local business representative membership and 20% labor representative membership requirements shall be maintained.

9. CEOs shall perform an annual assessment of the LWDB's membership and performance to ensure the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

C. Reappointment

1. The CLEO is responsible for all reappointments. New nominations are required for all appointments from nominating organizations.
2. The CLEO must process reappointments within 60 business days from the effective date of the term expiration. During the 60-day period, the LWDB shall be able to legally act as a board and conduct business. If the CLEO fails to reappoint a LWDB member in a required category within 60 business days, the LWDB will be out of compliance with its membership composition requirements, and any business conducted will not be considered legal, unless the LWDB has a waiver in place in accordance with Vacancies.

D. Mid-term Appointment

1. LWDB members replacing outgoing members mid-term, will serve the remainder of the outgoing member's term.

E. Change in Status

1. LWDB members may continue to serve on the LWDB until:
 - a) Their term expires; however, the member may continue to serve until the replacement nominee's required documents are confirmed and approved by IWD.
 - b) The classification under which they were appointed changes.
 - c) The CEOs vote to remove the member.
 - d) The member becomes incapacitated or otherwise unable to complete their term.
 - e) The member resigns. A resignation is not effective until it has been accepted by the CLEO.
2. LWDB members who no longer hold the position or status that made them eligible to represent a required sector on the LWDB must resign or be immediately removed by the CLEO as a representative of that sector or entity.
3. Any changes to the membership of the LWDB must be reported to IWD within 10 business days from the date of the change. Notification shall include:
 - a) The name of the LWDB member.
 - b) The nature of the change (resign, removal, etc.)
 - c) The organization represented.
 - d) Job title.
 - e) Category of inclusion (business, workforce, education & training, government / economic and or community development, etc.)

Nominations and appointments for the Central Iowa Workforce Development Board shall be made in compliance with Iowa Code section 84A.4(1). To the extent possible each county will be represented.

F. Vacancies

1. CEOs will make every effort to ensure LWDB vacancies are filled within 60 days from the time the vacancy was created, or submit a written request for a Waiver to IWD.

G. Removal

1. The CLEO shall remove a LWDB member in the event any of the following occurs:

- a) Documented violation of conflict of interest.
- b) Failure to meet LWDB member representation requirements, as defined in the WIOA and in accordance with the LWDB membership requirements.
- c) Documented proof of fraud and or abuse.
- d) LWDB members may be removed for other factors outlined in LWDB bylaws.

9. INSURANCE

The Parties of this Agreement agree that the Central Iowa Workforce Development Board shall purchase such insurance as is necessary to fully insure the Chief Elected Official Board and indemnify its member counties, their elected officials or designees and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act arising wholly or in part by any act or omission of the Chief Elected Official Board, the LWDB/CIWDB or any of its members, the-fiscal agent or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney's fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained shall name Central Iowa Workforce Development Board and the Chief Elected Official Board members as insureds, and shall include, but not be limited to, coverage for directors' and officers' liability, crimes committed, professional liability, general liability, sexual abuse, worker's compensation, automobile and fiduciaries liability.

10. DESIGNATION OF FISCAL AGENT

WIOA requires the CEOs to serve as the local grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. Under a majority decision CEOs may also elect through majority vote to designate a fiscal agent to administer these funds and to fulfill the role of grant sub-recipient. Even if CEOs designate a grant sub-recipient and fiscal agent, they remain liable for any misused funds and for expenditures that are determined unallowable under WIOA. The fiscal agent will:

- A. Receive funds.
- B. Disburse funds as directed by the LWDB/CIWDB.

- C. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget (OMB) circulars, WIOA, and IWD policies.
- D. Respond to audit financial findings.
- E. Maintain proper accounting records and adequate documentation.
- F. Prepare financial reports.
- G. Provide technical assistance to contractors regarding fiscal issues.
- H. At the direction of the LWDB/CIWDB, the fiscal agent may also:
 - 1. Procure contracts or obtain written agreements.
 - 2. Conduct financial monitoring on service providers, and
 - 3. Ensure independent audit of all employment and training programs.

11. GENERAL PROVISIONS

A. ENTIRE AGREEMENT: This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

B. AMENDMENTS: The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties. Mutual consent shall be determined by at least two-thirds (2/3) roll call vote of the members of the CEO Board at any regular or special meeting for which the members were notified at least ten (10) calendar days prior to said meeting.

C. NOTICE: Whenever any party desires or is required to give notice unto another party, notice shall be given in writing sent by registered United States Mail with Return Receipt Requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph or by electronic notice at the e-mail address provided for notifications. The Parties designate the seat of the Legislative Body for their county as the place for giving notice pursuant to this Agreement.

D. CHOICE OF LAW: This Agreement shall be deemed to be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

E. SEVERABILITY: In the event that any portion or provisions of this Agreement or the application of any such provision to any party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.

F. WAIVER: Any waiver of any term or condition by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition. r.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement on separate signature pages for each municipality member of the Chief Elected Official Board and on the respective dates which accompany each signature;

RESOLUTION

A RESOLUTION PROVIDING FOR COOPERATION WITH OTHER GOVERNMENTAL UNITS IN THE CREATION AND OPERATION OF THE SERVICE DELIVERY LOCAL WORKFORCE DEVELOPMENT AREA 11 CONSORTIUMS

WHEREAS, the Governor of Iowa determined that the counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren shall comprise Local Workforce Development **Local Workforce Development Area 11** pursuant to the WIOA of 2014, and

WHEREAS, the WIOA of 2014 requires, and Chapter 28E, Code of Iowa (2019) allow, units of local government to indicate their joint participation in the WIOA, by executing a joint exercise of powers agreement in accordance with those laws and regulations, and

WHEREAS, the heretofore-named counties desire to participate in, and be a member of **Local Workforce Development Area 11** as designated by the Governor:

NOW, THEREFORE, BE IT RESOLVED BY the county of _____, Iowa that it does hereby pledge its cooperation with the governing bodies of other cooperating governmental units in the creation and operation of the Chief Elected Official **Local Workforce Development Area 11** Board by adopting the Articles of Agreement of such Board which is attached hereto and by this reference made a part hereof.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

(name of county) County Board of Supervisors, Chairperson

Attest:

I, _____, Auditor of the County of _____, Iowa do hereby certify that the foregoing Resolutions number _____ was duly and regularly adopted by this governing body on the _____ day of _____, 2020.

(name of county) County Auditor



Shared Liability Agreement Acronyms and Definitions

AJC- American Job Center. In Iowa, they are the Iowa **WORKS** centers. The center in central Iowa is located in Des Moines on Army Post Road.

CEO- Chief Elected Official. In Iowa, CEOs are county elected officials.

CIWDB- Central Iowa Workforce Development Board. This is the name of the local workforce development board in LWDA 11/Region 11. CIWDB/LWDA 11 serves Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren Counties.

CLEO- Chief Lead Elected Official. This is the person the CEOs select as the chair of the CEO Board and the primary contact of the local area.

IWD- Iowa Workforce Development. State agency providing employment services.

LWDA- Local Workforce Development Area (formerly known as regions). This is a generic term.

MOU- Memorandum of Understanding. The MOU is a document all of the workforce partners sign to acknowledge how they plan to work together to serve the needs of the local area.

OMB- Office of Management and Budget. Federal agency accountable for oversight of policies and procedures of federal programs.

WIOA- Workforce Innovation and Opportunity Act. Replaced the Workforce Investment Act (WIA) to increase coordination of workforce development and related programs. WIOA legislation was signed into law in 2014.

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION #20-111

Providing for Cooperation with Other Governmental Units
in the Creation and Operation of the Service Delivery
Local Workforce Development Area 11 Consortiums

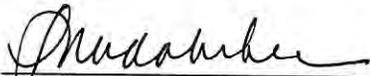
WHEREAS, the Governor of Iowa determined that the counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren shall comprise Local Workforce Development **Local Workforce Development Area 11** pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014; and

WHEREAS, the WIOA of 2014 requires, and Chapter 28E, *Code of Iowa* (2019) allows, units of local government to indicate their joint participation in the WIOA, by executing a joint exercise of powers agreement in accordance with those laws and regulations; and

WHEREAS, the heretofore-named counties desire to participate in, and be a member of **Local Workforce Development Area 11** as designated by the Governor:

NOW, THEREFORE, BE IT RESOLVED that the County of Story, Iowa, that it does hereby pledge its cooperation with the governing bodies of other cooperating governmental units in the creation and operation of the Chief Elected Official **Local Workforce Development Area 11** Board by adopting the Articles of Agreement of such Board which is attached hereto and by this reference made a part hereof.

Approved this 23rd day of June, 2020



Chair, Board of Supervisors

Attest: 

County Auditor

ROLL CALL	Lauris Olson	Yea	X	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	X	Nay	___	Absent	___
	Linda Murken	Yea	X	Nay	___	Absent	___

ALLOWED BY VOTE
OF THE BOARD

Yea 3 Nay 0 Absent 0



CHAIRPERSON

Above tabulation made by 



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

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Deadlines and Application Requirements – Economic Development
Process and Policies
DATE: June 18, 2020

On Thursday, June 18, 2020, staff conducted the Pre-Application Conference via Zoom for the Urban Renewal Area Program. During this session, questions were raised for which staff seeks direction from the Board of Supervisors.

Waiver of Meeting Attendance

First, the question was raised whether the BOS would consider waiving the requirement as stated in Step 1 – Pre-Application Conference: *In order to be deemed an eligible applicant, potential applicants must attend this meeting.*

Those attending the June 18th meeting via Zoom included: Dan Culhane (AEDC), Rita Conner (City of Huxley), Kody Asmus (Nevada Community School District), Sonia Dodd (City of Gilbert), John Hall (AEDC/NEDC), Dave Thom (City of Cambridge), Jodi Meredith (City of Roland), Mark Jackson (City of Story City), Jennifer Davies (City of Slater and City of Kelley), Karen Davis (City of Zearing), Brenda Dryer (AEDC) and Lauris Olson (Story County).

Extended Application Deadline

Second, according to the adopted policies, the deadline for application submission is prior to Tuesday, July 14th (Staff set the deadline at 4:30 pm on Monday, July 13th). The question was asked whether the BOS would consider extending this timeframe. If that deadline is extended, the steps which follow Step 2 will need to be modified as well to accommodate the additional time in the process. Below is a tentative schedule based on the current deadlines:

Date/Deadline*	Task/Item
June 18, 2020	Pre-Application Conference at 2:00 pm via Zoom
July 13, 2020	Applications due by 4:30 pm
July 21, 2020	Board of Supervisors acknowledges receipt of applications and approves schedule
August 3, 2020	Consultation meeting notices sent
September 1, 2020	Presentations to the Board of Supervisors and consultation meeting Auditor presents report to Board of Supervisors

plw

July 13, 2020 27

*Direction to
Adjust other dates from 6/23/2020*





County Outreach and Special Projects Manager

Story County, Iowa

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

www.storycountyiowa.gov

- September 8, 2020 Written recommendations on potential projects from affected taxing entities due
- October 6, 2020 Discussion and direction by the Board of Supervisors on proposed amendments to staff, Resolution setting public hearing date for Resolution adopting amended plan. Board of Supervisors directs staff to place draft amended plan on County's website
- October 13, 2020 Time period for BOS to respond to taxing entities - no later than seven days before the public hearing on the proposed plan is held)
- October 20, 2020 Public hearing - Resolution approving amendments to the Urban Renewal Plan - Story County Urban Renewal Area

Should the BOS consider modifications to either of the two items noted above, staff will communicate that accordingly to interested parties.

Please let me know if you have any questions.



Hiring Freeze Exemption Request

Position Title: Vegetation Management Date Submitted: 6/10/2020

Division/Department: Conservation Preferred Start Date: 7/1/2020

Requestor: Joseph Kooiker Board Approval: *JKM 6/23/2020*

What job function will this position serve?

This seasonal position will assist in the implementation of Story County's Vegetation Management program in roadsides, drainage districts and other open spaces. Primary duties will include weed control and erosion control.

Why do you consider this position to be essential?

The Roadside Management program maintains roadsides to aid in safe travel and to preserve the integrity of entire rights-of-way. SCRM is also responsible for managing problem vegetation along and within its open ditches so they can keep functioning as designed. A full crew of two FTE and two seasonal employees is essential to safely keep up services provided by the department.

What are the consequences if this position is not filled?

Duties relating to weed and brush control in roadsides and open drainage ditches would be reduced by 35%. The maintenance duties not addressed this year will need to be addressed on a larger scale in the future at increased costs.

Is it possible for the job responsibilities to be performed by other staff?

SCRM team currently consists of two full time and one seasonal employee. There is no other SCRM staff to assist with operations. Borrowing staff from other departments could hinder their operations, but may be an option for special projects. This would not be a solution for our day to day operations.

What are the funding sources for this position?

The funding is currently budgeted through the FY21. The position was occupied up until June 6th. The individual left SCRM after securing a full time position with another county.

How will the department/office manage its work if this position is not authorized?

Staff will limit services in other areas prioritizing erosion control and seeding projects.