

The Board of Supervisors met on 6/11/24 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal (via Zoom) with Heddens presiding. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

ADOPTION OF AGENDA: Heddens stated Consent Agenda item #22 will be considered at a future meeting and item #23 will be moved for individual discussion and consideration. Murken moved, Faisal seconded adopting the agenda with noted changes. Motion carried unanimously (MCU) on a roll call vote.

INFORMATION AND UPDATE ON THE IOWA STATE UNIVERSITY RESEARCH PARK: Rick Sanders, President and Director, provided a history of the Research Park, including size, companies, and available resources, as well as future planned initiatives. Discussion took place.

STORY COUNTY HOUSING TRUST ANNUAL AMERICAN RESCUE PLAN ACT (ARPA) REPORT: Lucas Young (via Zoom), reported on two main programs: Home for Iowa and the First Homebuyer. Two houses are being built under Home for Iowa (Nevada and McCallsburg) while First Time Homebuyer has pending applications. Both programs will draw down ARPA funds within the allowed timeframe.

UNITED WAY OF STORY COUNTY ANNUAL AMERICAN RESCUE PLAN ACT (ARPA) REPORTS: Ashley Thompson, President and Chief Executive Officer, reported on timely drawdown reports. Anneke Mundel, Community Impact Director, reported on funded childcare projects. Allie Prusa, Marketing Director, reported on summer recruitment, and outreach. Mundel reported on emergency food programs. Prusa reported outreach methods. Mundel reported on nursing resources, housing and shelter, and program statistics.

MINUTES: 6/4/24 Minutes and 6/5/24 Administrative Recount Minutes – Faisal moved, Murken seconded approving the 6/4/24 Minutes and 6/5/24 Administrative Recount Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 6/16/24, in a) Animal Control for Melissa Krepfle @ \$19.13/hr; b) Secondary Roads for Nick Herridge @ \$33.89/hr; Paul Ogden @ \$34.72/hr; effective 6/30/24, a) E911 for Amanda Pyle @ \$2,481.80/bw. Murken moved, Faisal seconded approving Personnel Actions as listed. Roll call vote. (MCU) Faisal moved, Murken seconded approving the Consent Agenda with noted changes.

1. Iowa Department of Transportation Agreement for Federal Aid Swap for Surface Transportation Block Grant Program Project No: STP-S-C085(184)—5E-85
2. Resolution #24-85, FY25 Pay Resolution
3. License Fees between Story County and Online Solutions LLC for annual software licensing and support, effective 9/15/24-9/14/25, for \$25,200.00
4. Lease Agreement between Story County and Pitney Bowes for the SendPro Mail Center, effective for 60 months, at \$1,074.30 per month, billed quarterly at \$3,222.90
5. Contract for Highway Right-of-Way with Lomp Lengeling Farms, LLC for the purchase of Permanent Easement for \$719.17 (L-C3--73-85)
6. Renewal and Support Fees between Story County and CDW-Government for anti-virus software, effective 7/26/24-7/25/25, for \$15,319.50
7. Renewal and Support Fees between Story County and CDW-Government for Zoom, effective 5/27/24–5/26/25, for \$7,285.00
8. Contract Between Story County and Metronet for 2Gb Internet Connection for Nevada, effective for 36 months, for \$1,440.00 a month
9. Resolution #24-87, to Abate Taxes Against said Mobile Home due to Court Order pursuant to *Code of Iowa* §648.22A
10. Contract between Navigate360, LLC and Story County for anonymous tip reporting access, effective 8/1/24-7/31/25, for \$2,440.07
11. FY25 Provider and Program Participation Agreement with Heart of Iowa Transit Agency (HIRTA), effective 7/1/24-6/30/25: Transportation - City of Ames (not to exceed \$13,000.00) \$19.70/one-way trip; Transportation - Story County (not to exceed \$115,000.00) \$181.21/one-way trip
12. FY25 Provider and Program Participation Agreement with Lutheran Services in Iowa (LSI), effective 7/1/24-6/30/25: Crisis Child Care (not to exceed \$2,192.00) \$3,114.10/contact
13. Revised Story County Employee Handbook, effective 7/1/24
14. Amendment No. 1 to the American Rescue Plan Act (ARPA) Agreement between the City of Huxley and Story County
15. Iowa Byrne Justice Assistance Grant (JAG) Program Awarding Story County \$33,300.00, effective 7/1/24-6/30/25
16. Appointment of Tyrel Hamiel as Story County Weed Commissioner, effective 6/11/24-12/31/24
17. Amendment with Tyler Technologies Inc. for Tyler Records Management Subscription Software thru 3/31/29 (three-year subscription due with renewal, effective 4/1/22-4/42/25, for \$53,487.00 (unbudgeted))
18. Change Order No. 1 for Heart of Iowa Nature Trail (HOINT) Paving Project Phases 3a and 3b for \$56,725.10 from Howrey Construction, Inc. and Authorize Michael Cox, Conservation Director, to sign Change Order electronically
19. Change Order No. 1 for HOINT Paving Project Phases 4-6 for \$10,553.00 from Wicks Construction, Inc.
20. Cooperative Agreement between Prairie Rivers of Iowa Resource Conservation and Development (RC&D) and Story County Conservation for Water Quality Monitoring Services, effective 7/1/24-6/30/25, for \$32,000.00
21. Appointment of Jill Leonard as Nonresident Maxwell Library Board Trustee, effective immediately through 6/30/26.

Roll call vote. (MCU)

23. Agreement between the Federal Emergency Management Agency (FEMA) and Story County for access to the Story County Administration Building and Front Parking Lot for Mobile FEMA Disaster Recover Center: Murken moved, Faisal seconded approving the Agreement between FEMA and Story County for access to the Story County Administration Building and Front Parking Lot for Mobile FEMA Disaster Recover Center and

for the Chair to grant an extension, if necessary. Roll call vote. (MCU). Murken noted the days and hours FEMA is available will be posted on the County website. Murken encouraged those needing help to visit the FEMA Disaster Recovery Center.

DIRECTION ON AMENDMENT WITH THE COLO-NESCO SCHOOL DISTRICT AMERICAN RESCUE PLAN ACT (ARPA) AGREEMENT: Leanne Harter, Planning and Development Director, reported on the modification process and requested direction from the Board to develop an amendment to the agreement or put the request on a future agenda to take formal action to deny. She reported on the proposed submitted changes. Discussion took place. The Board directed staff to prepare a contract amendment.

DISCUSSION ON AMERICAN RESCUE PLAN ACT (ARPA) FUNDING DRAWDOWNS AND OBLIGATIONS FOR EXTERNAL PROJECTS: Leanne Harter, Planning and Development Director, reported on the process, reviewed items, and the timeline. Discussion took place. Harter reiterated this covers external projects only. Additional discussion took place. Harter stated she will return the last week of June.

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

Murken moved, Faisal seconded to adjourn at 11:18 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building,
900 6th St., Nevada, IA
6/11/24

1. SPECIAL NOTE TO THE PUBLIC: (2) - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

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

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

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

Please click this URL to join. [HTTPS://US02WEB.ZOOM.US/J/85664360392?](https://us02web.zoom.us/j/85664360392?pwd=EERQTXLWWTvNRK5LVGJPMUEZBVR5QT09)

[PWD=EERQTXLWWTvNRK5LVGJPMUEZBVR5QT09](https://us02web.zoom.us/j/85664360392?pwd=EERQTXLWWTvNRK5LVGJPMUEZBVR5QT09)

Passcode: 768469

Or Telephone:

+13092053325,,85664360392# US

+13126266799,,85664360392# US (Chicago)

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

+1 309 205 3325 or +1 312 626 6799 (Chicago)

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda

6. AGENCY REPORTS:

- I. Information And Update On The Iowa State University Research Park - Rick Sanders

Department Submitting Board of Supervisors

Documents:

RESEARCH PARK.PDF

- II. Story County Housing Trust Annual ARPA Report - Lucas Young

Department Submitting Board of Supervisors

III. United Way Of Story County ARPA Annual Reports - Ashley Thompson, President And CEO

Department Submitting Board of Supervisors

7. CONSIDERATION OF MINUTES:

I. 6/4/24 Minutes & 6/5/24 Administrative Recount Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 6/16/24, in a) Animal Control for Melissa Krepfle @ \$19.13/hr; b) Secondary Roads for Nick Herridge @ \$33.89/hr; Paul Ogden @ \$34.72/hr; effective 6/30/24, a) E911 for Amanda Pyle @ \$2,481.80/bw.

Department Submitting HR

9. CONSENT AGENDA:

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

I. Consideration Of Iowa Department Of Transportation Agreement For Federal Aid Swap For Surface Transportation Block Grant Program Project No: STP-S-C085(184)—5E-85

Department Submitting Engineer

Documents:

SURFACE FED AID ARG IDOT.PDF

II. Consideration Of Resolution #24-85, FY2025 Pay Resolution

Department Submitting Human Resources

Documents:

FY25 PAY RESOLUTION.PDF

III. Consideration Of License Fees Between Story County And Online Solutions LLC For Annual Software Licensing And Support Effective 9/15/24-9/14/25 For \$25,200.00 (Budgeted)

Department Submitting Information Technology

Documents:

ONLINE SOLUTIONS.PDF

IV. Consideration Of Lease Agreement Between Story County And Pitney Bowes For The

SendPro Mail Center Effective 60 Months At \$3,222.90/Qtr

Department Submitting Auditor

Documents:

PITNEY.PDF

V. Consideration Of Contract For Highway Right Of Way With Lomp Lengeling Farms L.L.C. For The Purchase Of Permanent Easement For \$719.17 (L-C3--73-85)

Department Submitting Engineer

Documents:

ROW CTR LOMP LENGELING.PDF

VI. Consideration Of Renewal And Support Fees Between Story County And CDW Government For Anti-Virus Software Effective 7/26/24-7/25/25 For \$15,319.50 (Budgeted)

Department Submitting Information Technology

Documents:

CDW SOFTWARE RENEWAL.PDF

VII. Consideration Of Renewal And Support Fees Between Story County And CDW Government For Zoom Effective 5/27/24--5/26/25 For \$7,285.00 (Budgeted)

Department Submitting Information Technology

Documents:

CDW ZOOM.PDF

VIII. Consideration Of Contract Between Story County And Metronet For 2Gb Internet Connection For Nevada For \$1,440.00/Mo.
clerical edits to contract.

Department Submitting Information Technology

Documents:

INTERNET CONTRACT.PDF

IX. Consideration Of Resolution #24-87, To Abate Taxes Against Said Mobile Home Due To Court Order

Department Submitting Treasurer's Office

Documents:

24 87.PDF

- X. Consideration Of Contract Between Navigate360, LLC And Story County Effective 8/1/2024 Through 7/31/2025 For \$2,440.07

Department Submitting Sheriff

Documents:

NAVIGATE 360.PDF

- XI. Consideration Of FY25 Provider And Program Participation Agreement With Heart Of Iowa Transit Agency Effective 7/1/24-6/30/25;

Heart of Iowa Transit Agency - Transportation-City of Ames (Not to exceed \$13,000) \$19.70/One Way Trip; Transportation-Story County (Not to exceed \$115,000) \$181.21/One Way Trip

Department Submitting Board of Supervisors

Documents:

HIRTA FY25.PDF

- XII. Consideration Of FY25 Provider And Program Participation Agreement With Lutheran Services In Iowa Effective 7/1/24-6/30/25;

Lutheran Services in Iowa - Crisis Child Care (Not to exceed \$2,192) \$3,114.10/1 Contact

Department Submitting Board of Supervisors

Documents:

LSI FY25.PDF

- XIII. Consideration Of Revised Story County Employee Handbook Effective July 1, 2024

Department Submitting Human Resources

Documents:

STORY COUNTY EMPLOYEE HANDBOOK 2024.PDF
EMPLOYEE HANDBOOK REVISIONS 2024.PDF

- XIV. Consideration Of Amendment No. 1 To The American Rescue Plan Act (ARPA) Agreement Between The City Of Huxley And Story County

Department Submitting Board of Supervisors

Documents:

HUXLEY ARPA.PDF

- XV. Consideration Of Iowa Byrne Justice Assistance Grant (JAG) Program Awarding Story County \$33,300 Effective 7/1/24 - 6/30/25

Department Submitting Sheriff

Documents:

ODCP BYRNE JAG CONTRACT STORY CO.PDF

- XVI. Consideration Of Appointment Of Story County Weed Commissioner Effective 6/11/24-12/31/24 - Tyrel Hamiel

Department Submitting Auditor

Documents:

NOTICE OF APPT.PDF

- XVII. Consideration Of Amendment With Tyler Technologies Inc. For Tyler Records Management Subscription Software Thru 3/31/2029. (Three Year Subscription Due With Renewal For 4/1/2022-4/42/2025 = \$53,487 (Unbudgeted) consent

Department Submitting Recorder

Documents:

TYLER TECHNOLOGIES.PDF

- XVIII. Consideration Of Change Order No. 1 For Heart Of Iowa Nature Trail Paving Project Phases 3a/3b For \$56,725.10 From Howrey Construction, Inc. And Authorize Michael Cox, Conservation Director, To Sign Change Order Electronically

Department Submitting Conservation

Documents:

HOWREY CO1 HOINT.PDF

- XIX. Consideration Of Change Order No. 1 For Heart Of Iowa Nature Trail Paving Project Phases 4-6 For \$10,553.00 From Wicks Construction, Inc

Department Submitting Conservation

Documents:

WICKS CO1 HOINT.PDF

- XX. Consideration Of Cooperative Agreement Between Prairie Rivers Of Iowa RC&D And Story County Conservation From 7/1/24-6/30/25 For Water Quality Monitoring Services For \$32,000.00

Department Submitting Conservation

Documents:

PRI WQM AGREEMENT.PDF

XXI. Consideration Of Appointment Of Jill Leonard As A New Nonresident To Maxwell's Library Board Trustee

Department Submitting BOS

Documents:

APPOINTMENT.PDF

XXII. Consideration Of Amendment No. 2 To The Grant Agreement Between Home Allies And Story County For The Use Of American Rescue Plan Act (ARPA) Funds

Department Submitting Planning and Development

Documents:

30AMENDMENT NO 2.PDF

XXIII. Consideration Of Agreement Between FEMA And Story County For Access To Story County Administration Building And Front Parking Lot For Mobile FEMA Disaster Recover Center

Department Submitting Board of Supervisors

Documents:

FEMA AGREEMENT.PDF

10. PUBLIC HEARING ITEMS:

11. ADDITIONAL ITEMS:

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

I. Discussion And Direction On Amendment With The Colo-NESCO School District American Rescue Plan Act (ARPA) Agreement - Leanne Harter

Department Submitting Planning and Development

Documents:

49 AMENDMENT REQUEST2ND.PDF

II. Update And Discussion On American Rescue Plan Act (ARPA) Funding Drawdowns And Obligations For External Projects - Leanne Harter

Department Submitting **Planning and Development**

Documents:

OBLIGATIONS UPDATE SHEET.PDF

14. UPCOMING AGENDA ITEMS:

15. PUBLIC COMMENT #2:

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

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

17. 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.



IOWA STATE UNIVERSITY.
ResearchPARK

Story County BOS

IOWA STATE UNIVERSITY

Economic Development and Industry Relations

IOWA STATE UNIVERSITY Office of Innovation Commercialization

- Commercialize technologies
- Negotiate industry research & partnerships
- Innovations and IP resulting from the research efforts at ISU
- Industry funded research
- Execute research agreements with industry and commodity groups

IOWA STATE UNIVERSITY ResearchPARK

- Economic development asset
- Space for lease
- Job creation, workforce solutions
- Access to talent, research and specialized equipment



- One-on-one counseling
- Training and webinars
- Market research
- Rural Business Innovators



- Business and technical assistance
- Training and education
- Growth, leadership, productivity, technology & workforce

IOWA STATE UNIVERSITY Pappajohn Center for Entrepreneurship

- In-classroom
- Out-of-classroom experiences
- Programs and competitions
- Competitive funding opportunities
- Venture support

IOWA STATE UNIVERSITY

Innovation & Economic Prosperity University Awards

Recognized nationally and globally for our work in Economic Development and innovation. Iowa State has had an IEP University designation since 2016.

IEP Awards:

2023 – Connections Award Winner - top IEP prize

2022 – Innovation Award Winner

2021 – Place Award Winner

2020 – Innovation Award Winner

2018 – Innovation Award Finalist

2017 – Talent Award Winner

Financially, Iowa State University has a major impact on the state of Iowa economy

- Iowa State produced a \$5 billion impact last year
- Iowa State supports 57,142 jobs – or 1 out of every 36 jobs in Iowa
- Iowa State research spending and activities created a net total of \$235.3 million in added income for the state economy

IOWA STATE UNIVERSITY

ISU + ISURP + Ames + Story County + Iowa



IOWA STATE UNIVERSITY
ResearchPARK

37 years of partnerships: 1987 – 2024



Research Park Overview



IOWA STATE UNIVERSITY
ResearchPARK



- 550 acres
- 1M+ square feet of developed space
- 100,000+ square feet of new projects under construction
- 135+ companies & **GROWING**
- 2,500+ people employed at the Research Park, plus more than 400 interns
- Comprehensive corporate engagement strategy
- Largest single property taxpayer in Ames & Story County (over \$3M/year total)

Iowa State University Research Park: Who We Serve



- Startup Companies
- Many Iowa Companies (typically with headquarters in rural Iowa) as well as International
- Large Companies
- Multinational Companies

Primary Markets

- Precision and Digital Agriculture
- Bioscience/Biobased Chemicals
- Vaccines/Immunotherapy
- Tech



IOWA STATE UNIVERSITY
ResearchPARK

How ISURP is different:

- No cornerstone company to jumpstart activity – consistent growth over the years
- Startup mindset
- Multiple ways to be present at the Research Park

IOWA STATE UNIVERSITY

A Community of Innovators



IOWA STATE UNIVERSITY
ResearchPARK

- Intern Networking & Professional Development
- CEO/Executive Roundtables
- Legislative Visits
- 1 Million Cups
- The Park After Hours
- EDIR Business After Hours
- Summer Kickoff Party
- Press Events
- Pitch Competitions
- Wellness Programs
- Food Trucks
- Live Music
- Hackathons
- Bioscience Collaborative



Deep Dive: Workforce Changing the Value Proposition



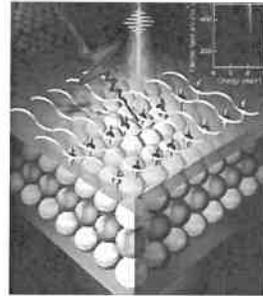
IOWA STATE UNIVERSITY
ResearchPARK

**Access to
Talent**



**Research –
IP –
Startups**

**Specialized
Equipment
or Service**



ISURP Innovation & Talent Hubs



- ISURP recommends full-time dedicated staff to assist with student projects and mentorship
- Many companies couple a talent hub location with an innovation office (technology scouting + research collaboration)
- ISURP provides staff (conciierge) to assist in connecting to Iowa State
- ISURP provides community development opportunities to assist companies with culture building

 **PIVOT BIO**



workiva



 **JOHN DEERE**



 **Vermeer**



 **Sukup**



Innovation: A Few Wins



IOWA STATE UNIVERSITY
ResearchPARK

Acquisitions



JOHN DEERE

NOBL Labs



We create chemistry



Automating genomic discovery



SAFI-TECH



IPOs



Startup Resources: Pappajohn Center for Entrepreneurship



IOWA STATE UNIVERSITY
ResearchPARK

- CyStarters
- CyBIZ Lab
- Women Who Create
- SheTalks
- StartSomething
- Venture Mentoring Service
- Iowa Veteran's Conference
- Okoboji Entrepreneur Institute
- Reiman Speaker Series
- Food Insecurity Challenge
- College by College Pitchoffs
- Pappajohn Student Entrepreneurial Competition
- Pappajohn Venture Competition
- Iowa State Innovation Prize
- Fall Pitch Competitions
- ISURP Interns

Workforce Solutions



IOWA STATE UNIVERSITY
ResearchPARK

- Job Board
- Job Shadow Board
- ISU Undergrads on Research Park Payroll
- Workforce Initiative Learning Sessions
- CyHire for Jobs or Events
- Career Services Connections & Career Fair
- Intern Events & Socials at Research Park
- On Campus or Research Park Interviews
- Industry Experts in the Classroom & Other Events



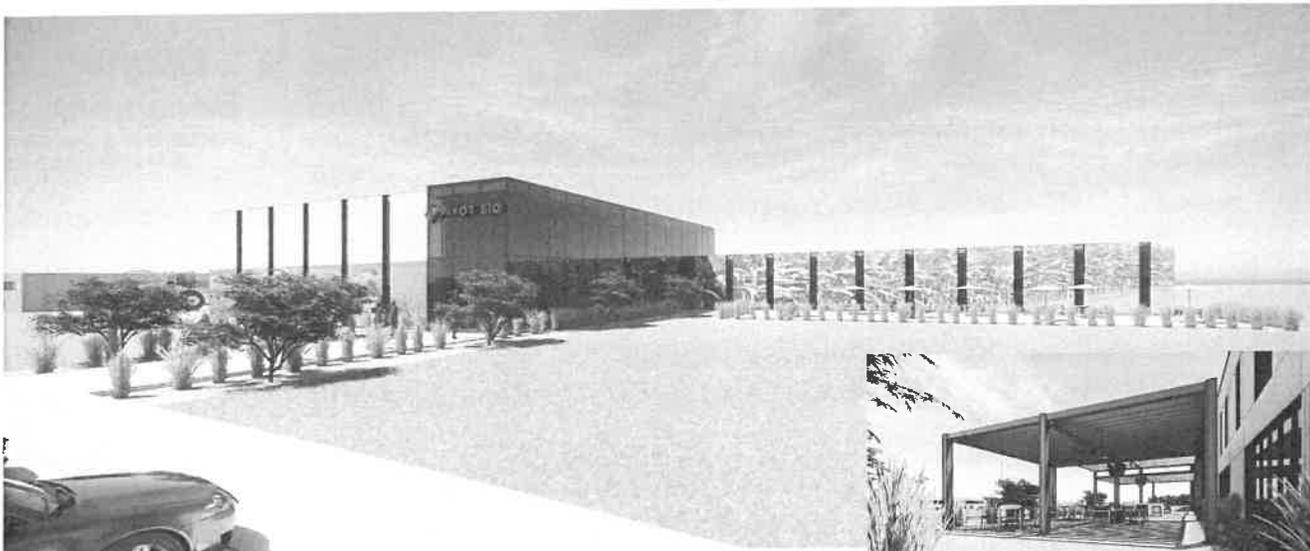
IOWA STATE UNIVERSITY
ResearchPARK

TALENT ACQUISITION GUIDE

Pivot Bio



IOWA STATE UNIVERSITY
ResearchPARK



NOW OPEN!!!

Alliant Agriculture Innovation Lab



IOWA STATE UNIVERSITY
ResearchPARK



**Opens
December
2024**



CYTOWN

IOWA STATE
UNIVERSITY



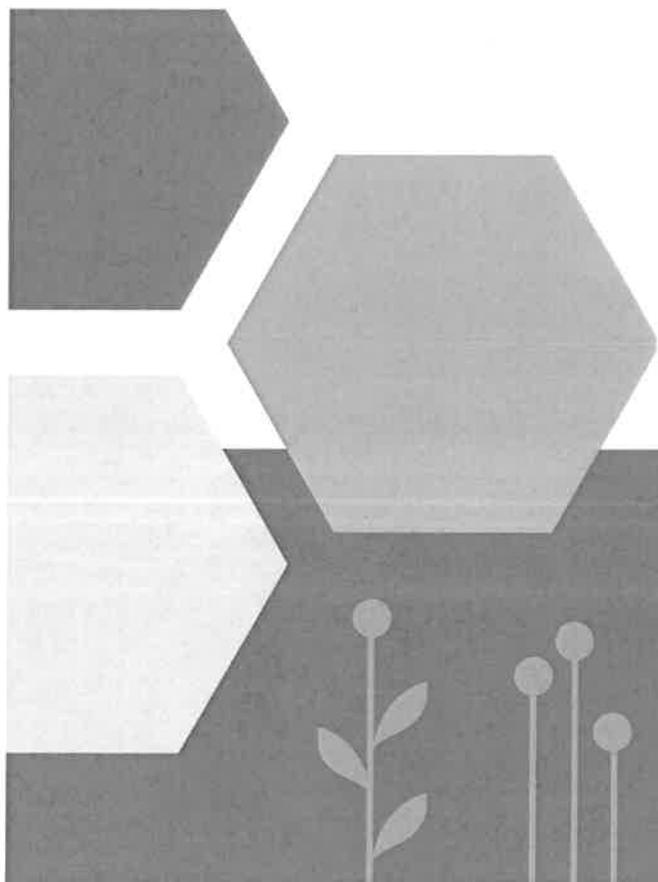

IOWA STATE UNIVERSITY
ResearchPARK

 CUSHMAN &
WAKEFIELD



IOWA STATE UNIVERSITY
ResearchPARK

Thank you!



BOARD OF SUPERVISORS RESOLUTION NO. #24-87

RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOMES DUE TO COURT ORDER

WHEREAS, the following mobile homes are located at 1603 10th St., Nevada, Iowa a/k/a Sunridge Estates Mobile Home Park in Story County, Iowa; and,

WHEREAS, said mobile homes have been awarded to the mobile home park owners by Order For Judgement by the courts; and,

WHEREAS, said mobile homes have outstanding county tax sales and/or delinquent taxes; and,

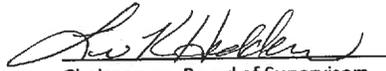
WHEREAS, said mobile homes will be dismantled and removed from the park; and,

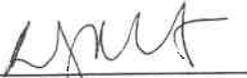
WHEREAS, Section 648.22A, Subsection 5A of the Code of Iowa, states the home, its contents, and any other property of the defendant remaining on the premises shall become the property of the plaintiff free and clear of all rights of the defendant to the property and of all liens, claims, or encumbrances of third parties, and any tax levied pursuant to Chapter 435 may be abated by the 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 homes are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile homes:

Sandra White	Vin: K6814103	\$ 352.00
Julie Banks	Vin: TFLCDCK2429TA	\$ 71.00
Edward Cadman	Vin: 21698	\$ 873.00
James Aldrich	Vin: 202175C2425	\$1,556.00

APPROVED this 11th day of June, 2024.


Chairperson, Board of Supervisors

Attest: 
County Auditor

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

ALLOWED BY VOTE OF BOARD Yea 3 Nay 0 Absent 0

 Above tabulation made by 
CHAIRPERSON

Resolution # 24-85

BE IT RESOLVED that the salaries for Story County employees for fiscal year 2025
(for the pay period beginning June 30, 2024 and payable on July 19, 2024) shall be as follows:

The following rates are bi-weekly:

Ahrens	Joel	3256.34	Luke	Adam	3301.60
Amman	Marcus	2739.45	Markley	Lisa	4168.39
Andersen	Micah	3947.30	Massaro	Matthew	3301.60
Asmussen	John	4698.38	Matchan	Benjamin	4066.72
Backous	Gary	4695.98	McLain	Brett	3594.39
Barker	Jeremy	3337.75	Memmer	Stephanie	2735.20
Barnett	Paige	2612.80	Monroe	Meredith	2221.60
Bartos	Matthew	3303.20	Moon	Darren	6663.80
Bauer	Russell	2814.40	Moore	Brian	3594.39
Blau	Clark	2820.00	Mosinski	Marylin	3712.70
Boeckman	Andrew	3812.13	Murray	Lauren	2057.60
Boelkes	Benjamin	3519.18	Naumann	Andrew	3870.77
Briseno	Nicolas	4691.18	Navratil	Joel	3310.40
Brogden	Joby	4066.72	Nicholas	Kimberly	2457.60
Bullock	Aaron	2426.40	Norris	Stephanie	2453.60
Butenhoff	Erika	2125.60	Origer	Kathleen	2797.60
Casper	Michael	2500.00	Packer	Adam	2812.00
Chance	Jan	2492.00	Paisley	Michael	2221.60
Christensen	Theron	3506.72	Patterson	Timothy	2739.45
Christian	Adam	3305.60	Powell	Alexander	2535.20
Combs	Dillon	3307.20	Powers	Logan	2997.60
Davis	Cory	3515.18	Quinn	Elizabeth	3891.70
Davis	Crystal	3506.72	Rewerts	Erin	3967.54
Dearden	Robert	3256.34	Rhoad	Anthony	3892.50
Denekas	Nancy	2548.00	Richardson	Lucas	5205.75
Dobson	Chase	2612.80	Riese-Wignall	Alissa	5205.75
Eickholt	Jonathan	3506.72	Rink	Crystal	5205.75
Ellis	Leanna	4696.78	Rosenberg	Nicholas	2398.48
Forbes	Carin	3684.25	Rouse	Jordan	3337.75
Fountain	David	3776.36	Sassman	Joshua	2612.80
Geffre	Tracy	2818.40	Schelonka	Lee	2348.00
Grubbs	Jason	3308.80	Schmitz	Jamie	3308.80
Gruis	Nathan	3300.80	Schroeder	James	3310.40
Hack	Kyle	2221.60	Schroeder	Timothy	3300.80
Hamilton	Cody	3301.60	Schultz	Kyle	3305.60
Hansen	Levi	3519.18	Scott	Jeffrey	3309.60
Harrison	Travis	2815.20	Sink	Brett	3303.20
Harter	Leanne	4379.42	Skelton	Theophilus	2057.60
Heiderscheit	Natalie	4066.72	Skelton	Zachary	2878.13
Henderson	Anna	3176.92	Smith	Rebecca	2811.20
Hendrick	Karissa	2819.20	Song	Yangyi	2057.60
Hinders	Joan	2738.40	Sonich	Alexis	2348.00
Hochberger	Nicholas	3887.70	Sparks	Tyler	4954.91
Houston	Joshua	3519.98	Stalzer	Monika	3176.92
Hunter-Montgomery	Marcene	2735.20	Starling	Shelby	2535.20
Johnson-Miers	Shawna	4488.90	Stoeffler	Diane	2547.20
Johnson	Bret	3896.50	Stoeffler	Randy	2820.80
Johnson	Jaime	2548.00	Strottman	Sara	3023.84
Judge	Katie	2150.40	Thompson	Jackson	2612.80
Kennedy	Michael	2824.00	Thompson	Kyle	3814.53
King	Kiara	2057.60	Toresdahl	Constance	3870.77
King	Sandra	5078.78	Tyler	Robin	2221.60
Kolthoff	Kollan	3594.39	VanWyngarden	Lynnette	4066.72
LaPage	William	2481.80	Voelker	Izabell	2125.60
Lendt	Brandon	2549.60	Wagner	Andrea	2672.63

Lentz	Jordan	3302.40	Webster	Joshua	3523.18
Levri	Jerri	2732.80	Winterland	Emily	2125.60
Linkenmeyer	Carson	2982.40	Wittrock	Michael	2664.00
			Woster	Angela	2321.60

The following rates are hourly:

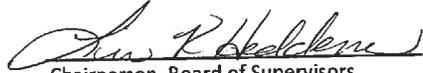
Albright	Amber	21.96	Krukow	Leslie	21.42
Anderson	Hunter	28.08	Leach	Autumn	20.39
Anderson	Kelly	29.53	Lee	Katelyn	24.84
Anderson	Malissa	23.07	Lewis	Robyn	20.39
Arends	Lori	20.39	Logsdon	Sue	25.46
Becker	Crystal	25.46	Loneman	Terri	34.24
Bellile	Michelle	26.75	Lopez	Arlene	23.64
Benda	Kaley	20.39	Macki	Kristy	29.53
Betz	Samantha	28.10	Massey	Stacey	23.64
Beving	Kyle	25.46	McCarty	Stephanie	27.42
Birdsall	Shawn	28.08	Memmer	James	36.26
Bottofr	Joseph	33.92	Mensing	Lori	35.98
Brakke	Mark	36.26	Miller	Matthew	31.02
Camp	Maegan	24.84	Miller	Thomas	25.25
Carlson	Chase	27.31	Muschick	Staci	22.83
Carsrud	Charles	38.62	Myer	Clint	32.59
Cash	Katelyn	27.42	Naumann	Cathy	24.84
Cerka	Amie	31.80	Northrup	Lacey	20.39
Clatt	Dennis	36.26	Oberbeck	Gregory	25.46
Cory	Joy	23.64	Oborny	Robert	33.41
Davis	Connie	29.53	Ogden	Paul	36.26
Day	Leslie	23.07	Oglesby	Robert	27.00
DeHaven	Kevin	34.17	Perisho	Lacey	26.10
DeVries	Jennifer	28.10	Peterson	Ryan	34.85
Dufelmeier	Nikole	23.64	Pratt	Dennis	33.50
Eames	Wade	26.10	Russell	Randall	21.42
Flack	Chelsea	28.81	Sanders	Dillon	31.80
Flickinger	Steve	31.58	Schilling	Jason	31.10
Fry	Jonathan	38.62	Schmitz	Wendy	29.53
Gardner	Natosha	26.10	Schwickerath	Cynthia	25.04
Garman	Bryce	22.50	Smith	Laura	24.84
Gill	Alexis	19.89	Smith	Ryan	32.34
Golden	Carol	21.42	Sonich	Tammy	21.11
Golly	Alexander	32.84	Springer	Kyle	36.26
Grimard	Shelley	24.84	Starling	Katherine	19.41
Handsaker	Mark	29.20	Storjohann	Mikhail	20.39
Handrahan	Payton	27.42	Sullivan	Todd	32.59
Harrison	Danny	28.10	Tiernan	Justin	31.02
Hazen	Dean	29.53	Van Sickle	Bre	25.46
Herridge	Nick	35.68	Vawter	David	38.62
Holland	Lee	27.00	Wall	Scott	33.41
Knapp	Jordan	24.84	Warren	Kevin	24.84
Koepp	Debbie	24.23	Wilson	Nicole	26.10
Krepfle	Melissa	19.89	Wirtz	Kasey	26.75
			Zimmerman	Jeffrey	33.92

The following annual rates are effective July 1, 2024 and payable on July 19, 2024

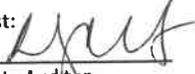
Baldwin, Ardis	97,682.00
Cheek, James	97,682.00
Faisal, Latifah	97,324.00
Fitzgerald, Paul	181,080.00
Heddens, Lisa	97,324.00
Herridge, Stacie	114,920.00
Lennie, Nicholas	153,918.00

Martin, Lucinda	114,920.00
McDonald, Lori	97,682.00
Meals, Timothy	177,522.00
Meredith, Tiffany	150,893.70
Murken, Linda	97,324.00
Norris, Kevin	97,682.00
Rasmusson, Ted	114,920.00
Sykes, Rhonda	97,682.00

Dated this 11th day of June, 2024


 Chairperson, Board of Supervisors

Attest:


 County Auditor

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



FEMA

LICENSE/USE AGREEMENT

1. **Parties.** The parties to this License and Use Agreement ("Agreement") are the Federal Emergency Management Agency within the Department of Homeland Security ("FEMA" or "Licensee") and Story County, Iowa ("Licensor") (collectively, the "Parties").
2. **Authority.** This Agreement is authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, *et seq.*
3. **Purpose.** FEMA desires to use, and Licensor agrees to license and permit FEMA to use, the following described property (hereinafter referred to as the "Premises") at **no cost** to FEMA:

**Story County Administration Building
900 6th St. Nevada, IA 50201**

FEMA will use a portion of the front parking lot of the Story County Administration Building to provide services to residents of counties declared under DR-4784-IA by way of a Mobile FEMA Disaster Recovery Center located on the street. FEMA's access to building restrooms and breakrooms after business hours shall not extend to the general public.

4. **Scope.** The Licensor will authorize FEMA to use the Premises identified above for the following purposes:

FEMA will use the Premises primarily as a Disaster Recovery Center where FEMA will receive members of the public for the purpose of providing information such as the status of applications, and general information on FEMA disaster assistance. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs. FEMA will display banners and/or utilize vehicles with the FEMA logo onsite, alerting the public of our presence.
5. **Effective Date and Duration.** The terms of this Agreement will become effective on the date of signature of the authorized representatives of both Parties, and expire no later than 7 days from that date unless terminated prior to that date. The Agreement may be extended by mutual consent of the Parties.

6. **Duties and Responsibilities**

a. Licensor shall:

- i. At no cost to FEMA, maintain the premises in good repair and condition, and supply utilities (including heat, air conditioning, light, and ventilation), sanitation, and trash removal during the period of this Agreement unless FEMA enters into separate agreements to provide for utility, sanitation, and trash removal;
- ii. Provide FEMA with any keys or other instruments necessary to access the Premises, as needed by FEMA, and coordinate with FEMA to assist with limiting the access of third parties;
- iii. Maintain at Licensor's own expense existing electrical service, and all other utilities including water and sewer for the duration of this Agreement, unless separately metered and contracted for by FEMA under separate agreements;
- iv. Permit FEMA to provide, as necessary, office furniture and equipment for its use. This property and other removable property provided by FEMA are necessary to carry out the intended use of the Premises, will remain FEMA property in the exclusive control and authority of FEMA in accordance with FEMA 119-7-1, and will be removed by FEMA upon termination of this Agreement;
- v. Permit FEMA to make other minor alterations to the Premises, such as the installation of signage, which FEMA will remove upon termination of the Agreement; and
- vi. Maintain insurance for liability, and for loss or damage to the Premises, arising from the wrongful or negligent acts or omissions of third parties.

b. FEMA will:

- i. Maintain the Premises in clean and orderly condition;
- ii. Surrender the Premises in the same state and condition as it was in at the commencement of FEMA's use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph 6.a.iv above, and including the removal of any items installed in accordance with 6.a.v and 6.a.vi above;
- iii. Provide for any required security or cleaning services under separate contract at FEMA expense; and,

- iv. Permit the Licensor to enter the Premises with approval of the designated FEMA Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.
7. **Non-Fund Obligating Agreement.** Nothing in the Agreement authorizes FEMA to obligate or transfer any funds in connection with FEMA's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the Parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activity must be independently authorized by appropriate statutory authority, and this Agreement does not provide such authority.
8. **Liability.** The Parties each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The Parties agree—subject to any limitations imposed by law, rule, or regulation—to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this agreement, each Party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.
9. **Compliance with Applicable Law.** The Licensor will comply with all federal, state, and local laws applicable to the Licensor as owner of the Premises (including, without limitation, laws applicable to construction, ownership, alteration or operations), and the Licensor will obtain and maintain all required permits, licenses and similar items, at no cost to FEMA.
10. **Applicable Law.** Federal law shall govern this Agreement and any dispute or claim arising from it.
11. **Warranty for Use of Premises.** Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect the Premises for toxic material or latent environmental conditions that could affect FEMA's intended use of the Premises. Any known environmental conditions that could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.
12. **Integrated Agreement.** This Agreement contains the entire agreement of the Parties and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter.
13. **Points of Contact**

- a. The FEMA Point of Contact is:

Fayne Knobbe
Logistics Section Chief
FEMA – Region VII
816-527-2128 Fayne.knobbe@fema.dhs.gov

- b. The Licensor Point of Contact is:

Lisa Heddens
Board of Supervisors, Chair
Story County Administration
515-382-7202 lheddens@storycountyiowa.gov

14. **Other Provisions.** Nothing in this Agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this Agreement is inconsistent with any such authority, then that term will be invalid, but the remaining terms and conditions of this Agreement will remain in full force and effect.
15. **Modification.** This Agreement may only be modified upon the mutual written consent of the Parties.

APPROVED BY:

FAYNE D KNOBBE Digitally signed by FAYNE D
KNOBBE
Date: 2024.06.07 17:17:12 -05'00'

Fayne Knobbe
Logistics Section Chief
FEMA



Lisa Heddens
Board of Supervisors, Chair
Story County Administration

Date: 06/07/2024

Date: 06-11-24

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a Surface Transportation Block Grant Program Project**

RECIPIENT: Story County

Project No.: STP-S-C085(184)—5E-85

Iowa DOT Agreement No.: 1-24-STPS-022

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Story County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the DEPARTMENT.

The RECIPIENT has received Federal funding through the Surface Transportation Block Grant (STBG) Program. STBG funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges (as defined by the National Bridge Inspection Standards) on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide STBG funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following described STBG project:

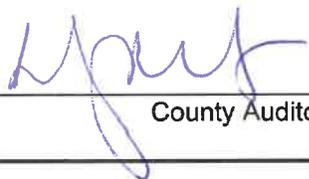
On E. 15 from .1 miles west of 570th Avenue East 3.1 miles to 600th Avenue HMA Resurfacing.
4. Eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible project activities from STBG funds. The portion of the project costs reimbursed by STBG funds shall be limited to a maximum of either 80 percent of eligible costs or the amount of \$600,000, as stipulated in the Central IA Region Transportation Planning Alliance current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
7. The RECIPIENT shall pay for all project costs not reimbursed with STBG funds.

- 8. If the project described in Section 3 drops out of the Central IA Region Transportation Planning Alliance current TIP or the approved current STIP prior to obligation of Federal funds, and the RECIPIENT fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
- 9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
- 10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
- 11. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
- 12. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

County Signature Block

This agreement was approved by official action of the Story County Board of Supervisors in official session on the 11th day of JUNE, 2024.



County Auditor



Chair, County Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____ Date _____, 20____

Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

Recommended for approval by:



Darren R. Moon, P.E.

5-31-24

Date

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of I.M. 5.010, DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design and Consultant Services

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Process; 4.110 Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150 Iowa DNR Floodplain Permits and Regulations; 4.190, Highway Improvements in the Vicinity of Airports or Heliports; and 4.160, Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way and I.M. 3.680, Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.



1	SJM3	SoftGuard - 3000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SHIPPING360	Shipping 360
1	1E53	SP100 Network SendKit
1	DATARETAIN-SND0	Data Retain Sending 0
1	OVERAGEVOL1	Overage Volume Band 1 - \$0.15 Per Piece
1	PS-PRO-C	PS Pro - 500 Transactions Per Month
1	PTNY-ANALYTICS	PitneyAnalytics
	SSS4	Implementation Half Day Rate - Solutions
	SSSD	Implementation Day Rate
1	STDSLA	Standard SLA-Equipment Service Agreement (for Shipping 360)
1	SYAD311	Analytics 360 Tier A1
1	SYMOL3	Activation for DM30x-DM40x, SP C Series
1	SYTOL3	Activation for SP Auto, SP P Series

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 1,074.30	\$ 3,222.90

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; MA#23065

State/Entity's Contract#

Lisa K Heddens

Lessee Signature

LISA K HEDDENS

Print Name

Chair

Title

10-11-24

Date

lheddens@stercountyiowa.gov

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Gregory Kirk

gregory.kirk@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 16-03-200-100
PROJECT No: L-C3-73-85
ROAD No: (280th ST.)

THIS AGREEMENT made and entered into this 3rd day of June, A.D. 20 24 by and between

LOMP LENGELING FARMS L.L.C.

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The South 25.00 feet of the North 75.00 feet of the East 162.50 feet of the West 212.48 feet of the NW¼, NE¼ in Section 3, Township 82 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.28 acres of which 0.19 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page -, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

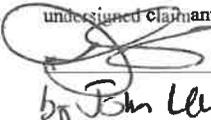
	Payment Amount	Agreed Performance
\$	<u>719.17</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>719.17</u>	TOTAL LUMP SUM

BREAKDOWN:		ac.=acres	sq.ft.=square feet			
Land by Fee Title			ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title			ac./sq.ft.	\$	Fence _____ rods woven	\$
Permanent Easement	<u>0.09</u>		ac./sq.ft.	\$ <u>694.17</u>	Fence _____ rods barb	\$
Temporary Easement			ac./sq.ft.	\$		\$
Damages for:						

Future Abstract Entry in the amount of \$25.00

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.


by John Lengeling
Operating Manager, Lomp Lengeling Farms LLC

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT,
STATE OF IOWA: ss On this 3rd day of June, 2024, before me, the undersigned, personally appeared John Lengeling

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Tyler Sparks
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

 6-4-24
Recommended by: Darren Moon P.E., Story County Engineer (Date)

 6-11-24
Approved by: Chairperson, Story County Board of Supervisors (Date)

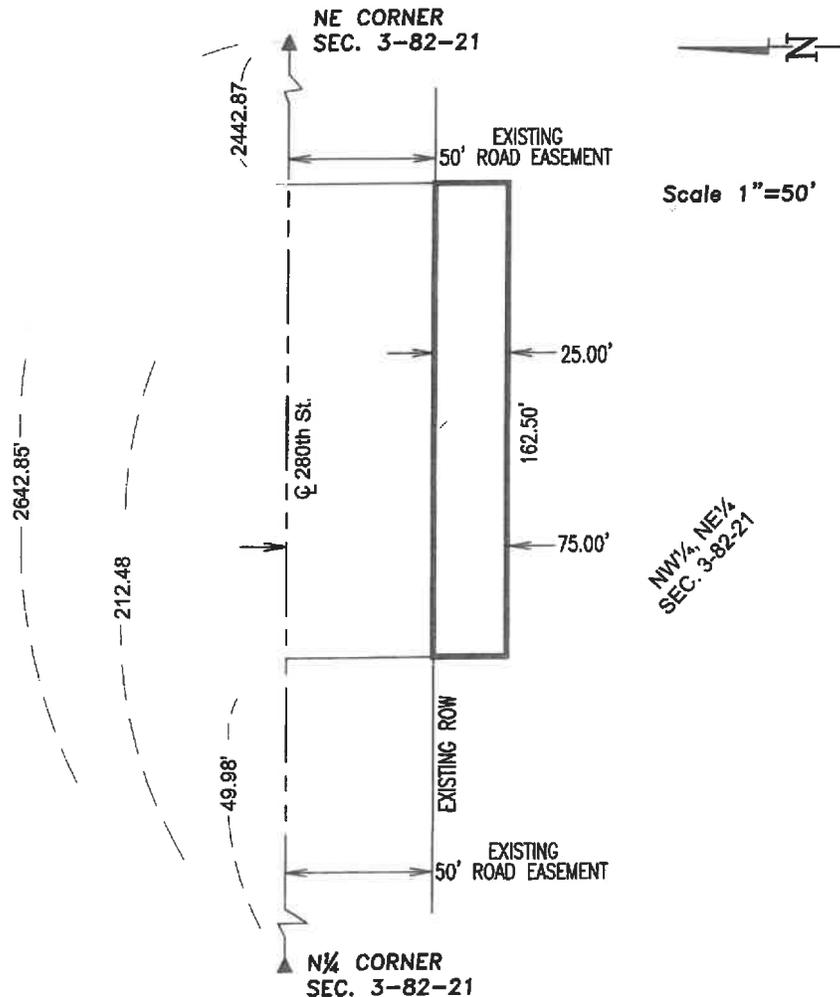
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-C3--73-85 PARCEL NO. 16-03-200-100
SECTION 3, TOWNSHIP 82N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.
ACQUIRED FROM LOMP LENGELING FARMS L.L.C.

EXISTING R.O.W. 0.19 ACRES NEW R.O.W. 0.09 ACRES TOTAL R.O.W. 0.28 ACRES

The South 25.00 feet of the North 75.00 feet of the East 162.50 feet of the West 212.48 feet of the NW $\frac{1}{4}$, NE $\frac{1}{4}$ in Section 3, Township 82 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.28 acres of which 0.19 acres is existing R.O.W.



DATE DRAWN 4/17/2024

REMIT PAYMENT TO:

INVOICE

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

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



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



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
RF22622	05/09/24	8484660
SUBTOTAL	SHIPPING	SALES TAX
\$15,319.50	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
06/08/24		\$15,319.50

182 1 MB 0.571 E0167X I0256 D12814242060 S2 P10286186 0001:0001



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



STORY COUNTY INFORMATION TECHNOLOGY
 US
 900 6TH ST
 NEVADA IA 50201-2004

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
05/09/24	RF22622	Net 30 Days			06/08/24	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
05/07/24	ELECTRONIC DISTRIBUTION	NDFG102			8484660	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
5741422	CROWDSTRIKE FALCON ENDPT PRO ENT Manufacturer Part Number: CS.EPPENT.SOLN.T3.12M Electronic distribution - NO MEDIA	300	300	0	27.60	8,280.00
5038238	CROWDSTRIKE FLCN PREV NGTAV B3 Manufacturer Part Number: CS.PREVENT.SOLN.T3.12M Electronic distribution - NO MEDIA	300	300	0	0.00	0.00
4915958	CROWDSTRIKE EXPRESS SUPPORT 1Y Manufacturer Part Number: RR.HOS.ENT.EXPS.12M Electronic distribution - NO MEDIA	1	1	0	1,378.50	1,378.50
5343526	CROWDSTRIKE THREAT GRAPH STD Manufacturer Part Number: CS.TG.STD.12M Electronic distribution - NO MEDIA	300	300	0	6.72	2,016.00
5038229	CROWDSTRIKE FLCN INSIGHT EDR B3 Manufacturer Part Number: CS.INSIGHT.SOLN.T3.12M Electronic distribution - NO MEDIA	300	300	0	0.00	0.00
4918005	CROWDSTRIKE OVERWATCH SVC 300-499 Manufacturer Part Number: CS.OW.SVC.T3.12M Electronic distribution - NO MEDIA	300	300	0	12.15	3,645.00
5744579	CROWDSTRIKE UNIV LMS SUB Manufacturer Part Number: RR.PSO.ENT.PASS.12M Electronic distribution - NO MEDIA	2	2	0	0.00	0.00
ACCOUNT MANAGER		SHIPPING ADDRESS:			SUBTOTAL	\$15,319.50
NEAL ZOLT 312-705-4594 nealzol@cdwg.com		STORY COUNTY INFORMATION TECHNOLOGY BARBARA STEINBACK 900 6TH ST ADMINISTRATION BLDG NEVADA IA 50201-2004			SHIPPING	\$0.00
SALES ORDER NUMBER					SALES TAX	\$0.00
NWNN657					AMOUNT DUE	\$15,319.50

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

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



REMIT PAYMENT TO:

INVOICE

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

E-mail Remittance To: gachremittance@cdw.com ROUTING NO.: 071000152 ACCOUNT NAME: CDW GOVERNMENT ACCOUNT NO.: 91067



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



RETURN SERVICE REQUESTED

Table with columns: INVOICE NUMBER, INVOICE DATE, CUSTOMER NUMBER, PAYMENT TERMS, DUE DATE, AMOUNT DUE

280 1 MB 0.571 E0254X I0369 D12889893404 S2 P10309650 0001:0001



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



STORY COUNTY INFORMATION TECHNOLOGY BARBARA STEINBACK 900 6TH ST NEVADA IA 50201-2004

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Main invoice table with columns: LINE#, ITEM DESCRIPTION, SERVICE PERIOD, RATE PLAN, PRICE, UOM, QTY, NET AMOUNT. Includes handwritten notes: APPROVED, DENIED, Board Member Initials, Meeting Date, Follow-up action.

Summary table with columns: ACCOUNT MANAGER, PURCHASE ORDER, SUBTOTAL, SALES TAX, AMOUNT DUE



Cage Code Number 1KH72 DUNS Number 02-615-7235 ISO 9001 and ISO 14001 Certified CDW GOVERNMENT FEIN 36-4230110

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

Date: 5/31/2024

Business Agreement

If Agreement is not executed, pricing will expire on: 6/14/2024

Paperwork Prepared By: Ron Schmudlach

Customer Name	STORY COUNTY	Subscriber ID	2253925
Physical Address	1315 S B AVE NEVADA, IA 50201	Billing Address	STORY COUNTY 900 6TH STREET NEVADA, IA 50201
Primary Contact: Clint Myer		Contact to Receive Metronet Text Alerts: Clint Myer	
Primary Contact Number: 515-382-7380		Contact Phone Number: 5154516467	
Primary Contact Email: cmoyer@storycountyiowa.gov		Contact Email Address: cmoyer@storycountyiowa.gov	

Referring Customer:	Referring Customer Subscriber ID:
Referring Partner:	

Service Agreement Term: 36 month(s)

Internet

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	Monthly Total	One Time Total
1	Business Fiber Elite 2Gb/2Gb	Business Fiber Elite providing Internet access at 2Gb download and 2Gb upload speeds.	\$1,400.00	\$1,400.00	\$0.00
1	-- Elite SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00

Internet - Static IP

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	Monthly Total	One Time Total
1	Subnet /28	/28 Subnet with 13 usable static IPs	\$40.00	\$40.00	\$0.00

Monthly Net Total: \$1,440.00

Terms & Conditions

By signing this Business Agreement, Customer ("you") acknowledges that Customer has had an opportunity to read and review the terms and conditions of this Business Agreement, and all Metronet terms and conditions applicable to the services that are referenced herein, including our Business Terms and Conditions, our tariff, our Acceptable Use and Privacy Policy ("AUPP"), our Additional Terms of Service Addendum ("Business"), our Managed Wi-Fi Terms of Service, any Statement of Work ("SOW"), Letters of Authorization, and any other terms and conditions that govern the services specifically included in this Business Agreement (all such documents relating to Customer's Services are collectively the "Agreement"). Customer agrees to abide by the Agreement's terms and conditions as amended or updated from time to time. The Agreement can be found at www.metronet.com/terms-conditions and constitutes the entire agreement between Customer and Metronet with respect to the Services.

Signature: 
Title: Chair
Date: 6-11-24

Customer Name	STORY COUNTY
Subscriber ID	
Physical Address	1315 S B AVE, NEVADA, IA 50201

Explanation Of Work To Be Done

Note: If you are submitting an order for Symmetrical Internet Circuits, HPBX, WAN, Wi-Fi etc., it's critical to follow the process for **Complex Orders** and first engage Sales Engineering.

Story County Courts – SOW
 Explanation of work to be done: Metronet to install and provision an Accedian GT (or equivalent) Ethernet demarcation device with optical handoff and / or an Ethernet handoff (customer's choice) located at:
 1315 S B Ave, Nevada, IA 50201
 With the following services:
 Metronet will provision a 2Gb/2Gb Business Fiber Elite Internet connection with thirteen (13) usable static IPv4 address /28. Customer will be responsible for a router/firewall to utilize this internet connection.
 METRONET WILL CONDUCT A THOROUGH SITE SURVEY PRIOR TO THE INSTALLATION. THE PURPOSE OF THE SITE SURVEY IS TO DETERMINE THE EXACT LOCATION OF FIBER DROPS AND ANY METRONET PROVIDED EQUIPMENT AS APPLICABLE (ROUTERS, SWITCHES, ETC.,) THAT WILL SUPPORT THE SOLUTION.
 QUANTITIES, NETWORK DESIGN AND INSTALLATION TIMELINES COULD CHANGE PENDING THE RESULTS OF THE SITE SURVEY.

Day of Service Installation

Metronet will assign an installation date for your Fiber Services. On the Installation Date you will experience service down time due to factors outside of our control. In some cases, this may mean you may not have phone or computer service for several hours. Such downtime is unavoidable, but we will use commercially reasonable efforts to minimize the inconvenience to you.

DMARC (ONT)

When an ONT/fiber drop is installed MetroNet is responsible for service up to the DMARC (ONT). Anything beyond the DMARC is the customer's internal network and the **business owner's financial responsibility** to contact an IT vendor for support and/or repairs.

Customer Phone Vendor / Cut Sheet

Phone Vendor Name:	Self
Customer designates the above mentioned Phone Vendor to be responsible for maintaining the internal phone systems on behalf of Customer. Phone Vendor will be responsible for locating all lines prior to the Installation Date provided by MetroNet and will be responsible for connecting Customer's internal phone system to MetroNet's demarcation point. Phone Vendor must be present on the Installation Date at the designated time. Customer will be responsible for scheduling the Phone Vendor on the Installation Date and shall pay all expenses associated with the Phone Vendor. MetroNet will provide Customer with a document detailing the lines/circuits to be installed for the benefit of the Phone Vendor ("Cut Sheet")	

Compliance with Law and Regulations; Usage Policies and Prohibitions

By using any Service, you agree to comply with all applicable laws and regulations, including but not limited to any law or regulation related to call recording or monitoring. Our unlimited long distance plan and other plans where you receive a number of long distance minutes without charge are limited to calls within the 50 United States, Canada and US Territories. Toll-free, trunking, dialing outside of the 50 United States, Canada and US Territories, and call center usages are not included in unlimited or free minutes. In addition to any restrictions of use set forth in our AUPP, you may not use the phone service for any of the following: (i) autodialing, mass communications, spamming, or continuous or excessive calling/texting or call forwarding; (ii) fax broadcast or fax blasting; (iii) telemarketing or solicitations including, without limitation, polling, political solicitation, or charitable solicitation; (iv) unlawful activities, including, but not limited to, unlawful robocalls and/or robotexts; (v) abusive conduct including, without limitation, threatening, harassing or fraudulent behavior; (vi) any purpose that threatens the safety, security or use of our network or our business including, but not limited to, excessive usage, or (vii) uses without live dialog, such as transcription services, intercom or monitoring services. You may not resell our phone service or equipment. If, in our sole discretion, you are placing an abnormally high number of calls, repeatedly placing calls of unusually long duration, placing calls that are harmful or disruptive to our network or our supplier's network or service levels, or using in a prohibited manner any of our phone service features or packages, we reserve the right at our discretion, without advance notice, to charge you for your prior usage conducted in a prohibited manner and/or immediately to suspend, terminate, restrict or non renew your phone service or require you to subscribe to a different phone service package (such as a metered package) as a requirement of continuing your phone service with us. You agree any applicable long distance rates will be calculated based upon the telephone numbers of the calling and called parties and not necessarily the current physical locations of the calling and called parties.

Changes

Customer understand that any changes made to the SOW or Fiber Services, including but not limited to database information, after execution of this SOW may result in the assignment of a new Installation Date by MetroNet or otherwise delay the provisioning of the Fiber Services to you.

This SOW is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement.

Name:

hisa K Hobbins

Signature:

Hisa K Hobbins

Date	5/31/2024
Sales Associate	Ron Schmudlach
Customer	STORY COUNTY
Subscriber ID	
Address	1315 S B AVE, NEVADA IA 50201

The Primary Contact and Additional Authorized Contacts listed below, have authorization to act on this account (e.g. make billing changes, request changes and upgrades in service/equipment, cancel service, make address changes, request and provide account information, give and accept notices, etc.) whether such action is taken by telephone, electronically or other manner. In the event the Primary Contact or an Additional Authorized Contact ceases to be authorized or a new individual becomes authorized, it is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to provide MetroNet written notice of such change. MetroNet may, but shall have no obligation to, verify authorizations or the identity of the authorizer.

Primary Contact will be responsible for **setting up the myMetroNetPortal Account**. Anyone logging in to the business's customer portal account will be able to manage the contacts on your account.

Primary Contact will receive (and hereby expressly authorizes MetroNet to send) **transactional and/or relationship messages and notifications regarding install Notifications, Payment Notifications, Maintenance Notification, and Service Disruptions via email, text, and phone**. Primary Contact will have ability to **modify this authorization or add/remove additional contacts** in the myMetroNetPortal or by emailing **business-customer-service@metronetinc.com** or calling (855) 769-0936.

Primary Contact will be responsible for **managing contacts** in the myMetroNetPortal to receive Install Notifications, Payment Notifications, Maintenance Notification, and Service Disruptions.

911 Multi-Line Telephone Systems Notifications

Per FCC regulations, users of Multi-Line Telephone Systems (MLTS) must designate a contact name, phone number and/or email address that will be notified if a 911 call is placed from one of the users' MLTS phones. MetroNet's HPBX phone service is a type of MLTS; therefore, HPBX users must provide and maintain, per FCC regulations, this required information. **If the table below is not completed, the Primary Contact's information will be used by default for all 911 MLTS Notifications.** After your HPBX service is installed, your organization is responsible for managing any changes to your 911 Notification Contact by contacting MetroNet Business Customer Service by email at **business-customer-service@metronetinc.com** or phone at **(855) 769-0936**.

The Contact(s) listed below should be notified if or when a 911 call has been placed from one of my MetroNet HPBX phones. **It is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to keep this Contact List updated.**

911 Dispatchable Location Requirements

The FCC has adopted rules to ensure that "Dispatchable Location" is conveyed with 911 calls to dispatch centers placed over Multi-Line Telephone Systems (MLTS). Dispatchable Location means a location that consists of the validated street address of the calling party, plus additional information such as suite, apartment, or similar information necessary to adequately identify the location of the calling party. MetroNet's HPBX phone service is a type of MLTS; therefore, HPBX users must provide and maintain, per FCC regulations, this required information. Before services are installed, you are responsible for providing MetroNet with the Dispatchable Location information associated with your telephone numbers. **After services are installed, you are responsible for updating any changes to your Dispatchable Location information** by contacting Business Customer Service by email **business-customer-service@metronetinc.com** or phone **855-769-0936**.

Primary Contact	Title	Phone	Email
Clint Myer	Network Tech.	515-382-7380	cmyer@storycountyiowa.gov
Onsite Contact	Title	Phone	Email
Clint Myer		5153287380	cmyer@storycountyiowa.gov
Accounts Payable	Title	Phone	Email
Additional Authorized Contacts	Title	Phone	Email
Joel Ahrens	Primary	5153827379	jahrens@storycountyiowa.gov
Story County IT	Technical	5153827300	

The undersigned represents and warrants to MetroNet that he/she is authorized to sign this Authorization form on behalf of the Customer.

Name:

Signature:

Customer Name	STORY COUNTY	Contact Name	Clint Myer
Subscriber ID		Contact Number	515-382-7380
Physical Address	1315 S B AVE NEVADA, IA 50201	Contact Email	cmyer@storycountyiowa.gov
IT Vendor Name		Web Hosting Vendor Name	
IT Vendor Phone		Web Hosting Vendor Phone	
Number of Static IP addresses requested:		If more than 3 are being requested, please fill out form in its entirety	

Static IP Checklist: Please pass along the following guidelines to your preferred vendor

ONLY CUSTOMERS WITH STATIC IP ADDRESSES CAN HOST AN EMAIL SERVER ON OUR NETWORK

- Email server must have a reverse lookup named as "mail.example.com, mx1.example.com, or smtp.example.com"
- Forward DNS records must have an MX record with a TTL greater than 43200 (seconds)
- To prevent infected workstations from getting the IP listed, add firewall rules that allow egress from only the email server to port 25 of another, allow ingress connections to port 25 of their email server.
- DNS "A" records should also be TTL greater than 43200 seconds or they may get Blacklisted. The IP should be checked on blacklists prior to activation; the customer domain - if known - should also be checked prior to turn up.

The customer should notify MetroNet if they intend to operate a mail server so we can modify reverse DNS for them. They must add MX records using their hosting company.

Domain Name and/or PTR Record	
-------------------------------	--

Requested Allocation

How many hosts on your network immediately need public addresses?	
How many public subnets are immediately needed on your network?	
How many hosts on your network will need public addresses within 3 months?	
How many public subnets are will be needed on your network within 3 months?	
How many hosts on your network will need public addresses within 1 year?	
How many public subnets will be needed on your network within 1 year?	

Issues of Portability

All network space allocated to MetroNet customers is non-portable. This means that if a customer should ever cancel services with MetroNet, these addresses must be returned to MetroNet within 30 days of the actual service termination date. All registered hosts on MetroNet address space will also be removed from the ARIN WHOIS database and all foot name servers. MetroNet recommends that a customer take steps to transition these hosts prior to service termination.

IP Address Count	Brief Description	For Immediate Use?	For Future Use?
1 - Unknown field: IP_1__c	Unknown field: IP_Description_1__c	Unknown field: IP_1_Immediate_Use__c	Unknown field: IP_1_Future_Use__c
2 - Unknown field: IP_2__c	Unknown field: IP_Description_2__c	Unknown field: IP_2_Immediate_Use__c	Unknown field: IP_2_Future_Use__c
3 - Unknown field: IP_3__c	Unknown field: IP_Description_3__c	Unknown field: IP_3_Immediate_Use__c	Unknown field: IP_3_Future_Use__c
4 - Unknown field: IP_4__c	Unknown field: IP_Description_4__c	Unknown field: IP_4_Immediate_Use__c	Unknown field: IP_4_Future_Use__c
5 - Unknown field: IP_5__c	Unknown field: IP_Description_5__c	Unknown field: IP_5_Immediate_Use__c	Unknown field: IP_5_Future_Use__c
6 - Unknown field: IP_6__c	Unknown field: IP_Description_6__c	Unknown field: IP_6_Immediate_Use__c	Unknown field: IP_6_Future_Use__c
7 - Unknown field: IP_7__c	Unknown field: IP_Description_7__c	Unknown field: IP_7_Immediate_Use__c	Unknown field: IP_7_Future_Use__c
8 - Unknown field: IP_8__c	Unknown field: IP_Description_8__c	Unknown field: IP_8_Immediate_Use__c	Unknown field: IP_8_Future_Use__c
9 - Unknown field: IP_9__c	Unknown field: IP_Description_9__c	Unknown field: IP_9_Immediate_Use__c	Unknown field: IP_9_Future_Use__c
10 - Unknown field: IP_10__c	Unknown field: IP_Description_10__c	Unknown field: IP_10_Immediate_Use__c	Unknown field: IP_10_Future_Use__c
11 - Unknown field: IP_11__c	Unknown field: IP_Description_11__c	Unknown field: IP_11_Immediate_Use__c	Unknown field: IP_11_Future_Use__c
12 - Unknown field: IP_12__c	Unknown field: IP_Description_12__c	Unknown field: IP_12_Immediate_Use__c	Unknown field: IP_12_Future_Use__c
13 - Unknown field: IP_13__c	Unknown field: IP_Description_13__c	Unknown field: IP_13_Immediate_Use__c	Unknown field: IP_13_Future_Use__c
14 - Unknown field: IP_14__c	Unknown field: IP_Description_14__c	Unknown field: IP_14_Immediate_Use__c	Unknown field: IP_14_Future_Use__c
15 - Unknown field: IP_15__c	Unknown field: IP_Description_15__c	Unknown field: IP_15_Immediate_Use__c	Unknown field: IP_15_Future_Use__c

Note: This represents on /24 (Class C) using Variable Length Subnet masking (VLSM)

Requirements

- The customer must have used at least 80% of current address space prior to any additional network allocation
- The customer must have "SWIPed" all networks currently allocated to them with the ARIN (this only applies to ISPs who reassign networks to their own customers).
- Consistent with ARIN, MetroNet will grant an amount of address space only large enough to serve a customer's 3-month projected needs

Usage of Networks

MetroNet recommends a policy of strict subnetting to all of its customers. Subnetting ensures the most efficient use of address space and secures a valid justification for additional address space when the time comes. This is especially important for ISPs, as they are responsible for assigning their customers an appropriate amount of address space.

Customer Name:

Signature:

**Addendum
Regarding SERVICE LEVEL AGREEMENT
FOR BUSINESS FIBER ELITE SERVICE ONLY
(FOR INTERNET ONLY)**

THIS ADDENDUM (the "Addendum") amends and supplements the MetroNet Advanced Services Agreement, Business Services Agreement or other services agreement (the "Agreement") of the Customer signing below and is dated as of the same date.

All capitalized terms used herein and not otherwise defined in this Addendum will have the meanings set forth in the Agreement.

The following new Section, **Service Level Agreement**, is added to the Terms and Conditions incorporated in the Agreement:

SERVICE LEVEL AGREEMENT

1) NETWORK OPERATIONS DEFINITIONS :

(a) Availability. "Availability" is the amount of time MetroNet's Fiber Service is available for use, i.e. not subject to a total loss or interruption of transmission or signal.

(b) Customer Premises. "Customer Premises" is the place at the Customer's location where the MetroNet equipment needed to provision the Fiber Service is installed by MetroNet.

(c) Emergency Maintenance or Repair. "Emergency Maintenance or Repair" is work which, if not accomplished immediately by MetroNet or third party provider, could result in a serious degradation or loss of Fiber Service to the Customer. Emergency Maintenance or Repair includes emergency maintenance or repair of network, equipment and power facilities.

(d) Excluded Outages. "Excluded Outages" are outages: (i) arising out of or related to the acts or omissions of Customer or others authorized by Customer; (ii) during any period of Force Majeure; (iii) arising out of or related to a breach by Customer of its obligations under the Agreement or outages during any period of Customer default; (iv) a result of Planned Maintenance or Repair or other scheduled maintenance, alteration or implementation; (v) arising out of or related to Customer's or third party's network or equipment failure; (vi) due to failure of power; (vii) during any period in which MetroNet is not given access to the Customer or Customer's end-user's premise if necessary to resolve an outage; (viii) when a Fiber Service, in whole or in part, is Off Net to MetroNet; and, (ix) during any period when the Customer chooses to delay repair and/or testing to proceed.

(e) Force Majeure. "Force Majeure" events are causes beyond MetroNet's reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms, inclement weather of all kinds, storm surges, flooding, hurricanes, earthquakes, or other similar catastrophes; failures, shortages or unavailability or other delay in delivery by a third party supplying services, equipment, fiber, network or access rights to MetroNet; any law, order, regulation, direction, action, embargo, or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, epidemics,

quarantines, pandemics; insurrections, riots, wars, revolution, insurgencies and other hostilities, or strikes, lockouts, work stoppages or other labor disputes or difficulties, hostile acts of governments, their security and intelligence agencies, and other agents.

(f) Jitter. "Jitter" is the variation in Latency from a MetroNet Gateway to the Customer Premises.

(g) Latency. "Latency" is the time it takes a data packet to travel from a MetroNet Gateway to the Customer Premises.

(h) MetroNet Gateway. "MetroNet Gateway" shall be defined as a test point on MetroNet's network from which availability and performance objectives can be measured.

(i) Off Net. "Off Net" means a service which is licensed by MetroNet from a third party to provide, in whole or in part, a given Fiber Service to a specific Customer or end-user premise or location.

(j) On Net. "On Net" means a Fiber Service provisioned entirely on MetroNet's network. Notwithstanding any other provision of this Agreement, no Fiber Service shall be considered "On Net" if a circuit associated with the Fiber Service is licensed from a third party to serve a specific Customer or end user premises or location.

(k) Outage. "Outage" shall be defined as a measure of the time that there is (i) a total loss or interruption of transmission or signal with respect to particular Fiber Service (an "Availability Outage"), or (ii) the Service Elements of a particular Fiber Service do not perform equal to or better than the Performance Objectives stated below (a "Performance Outage").

(l) Packet / Frame Loss. "Packet/Frame Loss" is the percentage of data packets not received at the Customer Premises with respect to data packets transmitted from a MetroNet Gateway to the Customer Premises.

(m) Planned Maintenance or Repair. "Planned Maintenance or Repair" includes network upgrades and repairs, equipment upgrades and repairs, cable upgrades and repairs, and power upgrades and repairs. Supplier will endeavor to provide Customer ten (10) business days' notice for Planned Maintenance, and Customer agrees to accept these notices electronically via email or other electronic means.

2) SERVICE OUTAGE CREDITS :

(a) Fiber Service Availability and Performance Standards shall be measured by averaging performance of the relevant metric over a calendar month. Availability and Performance Standards are only applicable for valid service frames that meet the service specifications of the Fiber Service purchased by the Customer. Examples of invalid service frames for purposes of calculating monthly average Availability and the Performance Standards set forth below include but are not limited to: invalid (improperly marked or malformed) Ethernet frames, traffic in excess of the contracted Fiber Service rate, and excessive broadcast/multicast traffic.

(b) Availability Outage Credits. Customer shall be eligible to receive the following credits when there is an Availability Outage:

Table 1: Availability Service Outage Credits

Business Fiber Elite Service ONLY (99.999% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
00:00:00 – 00:02:00	None

00:02:01 – 00:04:00	5%
00:04:01 – 04:00:00	10%
04:00:01 – 10:00:00	20%
10:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

(c) Performance Outage Credits. Customer shall be eligible to receive the following credits when there is a Performance Outage:

Table 2: Performance Standard

Business Fiber Elite Service ONLY	
Measured from a MetroNet Gateway to the Customer Premises	
Latency (ms) (one way)	< 8ms per 500 miles
Jitter (ms) (one way)	< 3ms per 500 miles
Packet / Frame Loss (%)	< .01% POP to POP

Table 3: Latency/Jitter/ Packet Loss Service Outage Credits

Business Fiber Elite Service ONLY	
Cumulative Duration of Service Level Failure(s)	Service Outage Credit (% of MRC)
>2 hrs. to 4 hrs.	10%
>4 hrs. to 10 hrs.	20%
>10 hrs. to 12 hrs.	30%
>12 hrs. to 16 hrs.	40%
>16 hrs. to 20 hrs.	50%
>20 hrs. to 24 hrs.	50%
>24 hrs.	100%

(d) A Service Outage shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced) and shall be deemed to terminate upon restoration of the affected Fiber Service as evidenced by appropriate network test by MetroNet. In addition, Performance Standards shall be measured from end-to-end as much as possible within MetroNet’s network; for example, from the Customer premises to the most distant MetroNet Gateway used to provision the Fiber Service. Customer shall, within thirty (30) days of such Outage, provide MetroNet with a written demand for the credit set forth in this Section by emailing business-customer-service@metronetinc.com . If Customer fails to provide such notice, the credit shall be deemed waived. An Outage will not be deemed to have occurred in the event that it arises from or relates to an Excluded Outage. Any credit shall be limited to affected Fiber Service(s) only. For example, if Customer has Fiber Service at several locations, and an Outage affects only one location, any credit shall be based upon the monthly rate charged by MetroNet for the Fiber Service with respect to the one affected location only. By way of further example, if Customer has a Service Level Agreement Addendum for two separate Fiber Services (e.g. Internet and wide area network), an Outage with respect to one Fiber Service will not be deemed an Outage or give rise to an Outage credit with respect to the other. The maximum credit that may be earned for a particular Fiber Service in a calendar month shall not exceed one hundred percent (100%) of the monthly rate charged by MetroNet for that particular Fiber Service

in that month irrespective of the number or length of periods of Outage of that Fiber Service in that month. Service Outage Credits shall be Customer's sole and exclusive remedy with respect to Fiber Service outages, interruptions, delays, failures, or other defects in Fiber Service. A Service Outage shall not be deemed a default by MetroNet. Under no circumstance shall Customer be entitled to an Availability Service Outage Credit and a Performance Outage Credit for the same Outage or during the same Outage period.

3) RESPONSE AND RESTORATION OBJECTIVES:

(a) Objective measured as an average over one (1) month.

Table 4: Response and Restoration

Business Fiber Elite Service ONLY	
Category	Objective
Mean Time to Respond (verbal response)	30 Minutes
Mean Time to Respond On Site (if needed)	2 Hours
Mean Time to Restore Equipment	6 Hours
Mean Time to Restore Services	8 Hours

MetroNet will use commercially reasonable efforts to respond and restore Fiber Service in accordance with the above objectives, subject to events of Force Majeure. Failure to meet any such objective will not result in eligibility for a Service Outage Credit. Objectives shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced).

IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

4) CUSTOMER CONTACT NUMBER IN THE EVENT OF AN OUTAGE:

In the event of an Outage at any time please call **Business Technical Support at (833) 393-6857.**

Name:	Title:
Signature:	Date:

RECEIVED

JUN 3 2024

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **Heart of Iowa Transit Agency** (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:

HIRTA
2824 104th St.
Urbandale, Iowa 50322
Attention: Julia Castillo

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

COUNTY:

By: Lisa K Hedden
Print Name: Lisa K Hedden
Print Title: Story County Board of Supervisors
Date: 2011-24

PROVIDER:

By: Julia Castillo
Print Name: JULIA CASTILLO
Print Title: Executive Director
Date: 5/30/24

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2025
Heart of Iowa Transit Agency

HIRTA			
Service Description	Not to Exceed	Unit of Service	Rate
Transportation - City of Ames	\$13,000.00	One Way Trip	\$19.70
Transportation - Story County	\$115,000.00	One Way Trip	\$181.21

RECEIVED

JUN 5 2024

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2024 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:

Lutheran Services in Iowa
1523 South Bell Ave. Suite 105
Ames, Iowa 50010
Attention: Alyssa Barton

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

COUNTY:

By: *Lisa K Hedden*

Print Name: *Lisa K Hedden*

Print Title: Story County Board of Supervisors

Date: *6-11-24*

PROVIDER:

By: *Renee Hardman*

Print Name: *RENEE HARDMAN*

Print Title: *PRESIDENT & CEO*

Date: *5-30-2024*

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2025
Lutheran Services in Iowa

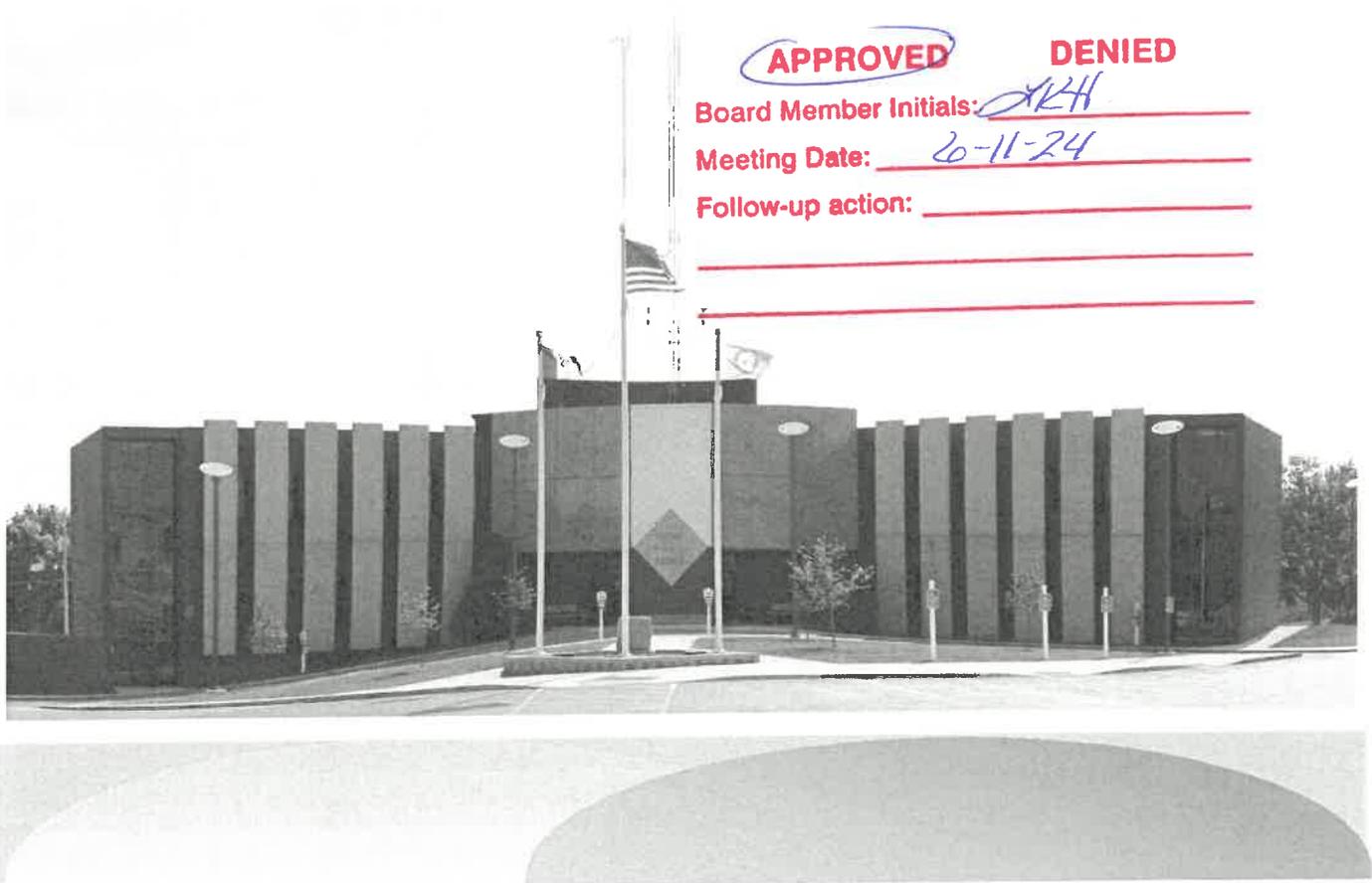
Lutheran Services in Iowa			
Service Description	Not to Exceed	Unit of Service	Rate
Crisis Child Care	\$2,192.00	1 Contact	\$3,114.10



Story County

EMPLOYEE HANDBOOK

Revised July 2024



Dear Employee:

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

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

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

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

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

Thank you,

Chair,

Board of Supervisors

Mission Statement

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

AMENDMENT NO. 1
To
Grant Agreement
for
WATER TREATMENT PLANT EXPANSION AND WELL FIELD – CITY OF HUXLEY, IOWA
ARPA SUBRECIPIENT NO. 18
Dated June 11th, 2024

This AMENDMENT No. 1 is by and among the County of Story, Iowa and **City of Huxley, Iowa** (collectively, “the Parties”). In consideration of the mutual covenants herein made, the Parties agree as follows:

SECTION 1. PURPOSE OF AMENDMENT

1. Parties agree that an amendment should be made to the approved Grant Agreement:
 - a. Amend as follows:

3. GRANT INFORMATION.

(A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.

(B) **Project and Schedule**

a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.

b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. Story County must obligate all of the received SLFRF funds no later than December 31, 2024. Therefore, prior to June 30, 2024, Subrecipient shall submit a satisfactory plan that demonstrates the timely draw down of all awarded funds illustrating the Subrecipient’s ability to expend the funds by December 31, 2026. The Board of Supervisors may re-obligate funds awarded to the Subrecipient. Any re-obligations will be completed prior to December 31, 2024. The final date for expending the County’s SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County is in writing prior to June 30, 2024, so that funding may be reallocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30, 2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

SECTION 2. AMENDMENT ALLOWED.

1. The Grant Agreement provides for this Amendment in Section 6 (D) as follows:
Complete Agreement; Waivers and Amendments. All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, the original Agreement is attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
2. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

STORY COUNTY, IOWA (County)

CITY OF HUXLEY, IOWA (Subrecipient)

By: 
Chairperson of the Board of Supervisors

By: 

Dated: 20-11-24

Dated: 3-26-24

Exhibit A

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

SUBMISSION DEADLINE:

Friday, October 15, 2021

4:30 p.m.

Late applications will not be accepted.

Applications must be submitted via email to ARPA@storycountyiowa.gov
or may be mailed or delivered to:

**Board of Supervisors
Story County, Iowa
ARPA Funding Application
900 6th Street
Nevada, Iowa 50201**

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

APPLICANT INFORMATION

Organization Name: City of Huxley
Organization Address: 515 N. Main Avenue

Contact Person Name, Title, Email and Phone Number: Rita Conner
City Administrator
515-597-2561
rconner@huxleyiowa.org
Organization Website: <https://huxleyiowa.org>

IRS Designation: 42-6021693
Federal Tax ID: 957416761

Is this organization under ecclesiastical or sectarian management or control, as specified in Iowa Code 331.901(5)?

- Yes *(Please note: funds eligibility depends on the intended use of the funds and compliance with Iowa Code requirements. Please continue completing the application and a preliminary determination of eligibility will be communicated to you upon submission.)*
- No

What is the intended purpose/use of the funds?

The funds would be utilized for a portion of the project costs to expand the City of Huxley's water treatment plant and well field. The project has been in development since mid 2020, when the City enacted a water conservation ordinance to protect the City's drinking water supply and provide for fire protection.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Has applicant received previous funding from Story County?

Yes

Date and amount of last
funding receipt.

\$1,000,000 contribution for the
shared project to pave 560th
Avenue in 2020.

No

PROJECT/PROGRAM INFORMATION

Project/Program Name:

City of Huxley Water Treatment Plant Expansion and Well Field

Project/Program Purpose:

To provide for the expansion of the City of Huxley Water Treatment Plant and Well Field, ensuring adequate quality public water supply.

**Requested Story
County ARPA
funding amount:** \$1,000,000

Under which approved ARPA usage requirement does your proposed concept fall? Please check all applicable.

Support the public health response

Address negative economic impacts caused by the public health emergency

Invest in water, sewer, and broadband infrastructure

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Can your project be fully committed (under contract) by December 2024?

Yes

No

Can your project be completed by December 2026?

Yes

No

Describe the project goals/objectives and how your proposal fulfills a public need that has been created or exacerbated by the COVID-19 pandemic. How will the project achieve these goals (what specific services will be provided)?

The goal of the project is to respond to the City of Huxley's exponentially increasing growth and the need to provide a continuous drinking water and fire protection supply for the community. To meet the needs of our growing population for water, a study was undertaken in early 2020. The study reviewed population projections and water account data to adequately size a project to expand the City's water treatment system. During the study process, the impacts of Covid 19 were recognized in the Huxley community, with many people working from home and changing the daily water usage pattern. Combined with the drought conditions of the summer of 2020, this led Huxley to enacting its first water conservation order as a community. The projected growth of the community and the extension of stay at home and work from home practices, which may become the way parts of our county work indefinitely, further compel us as a City to be prepared with adequate water production.

Describe how the success of your project/program will be evaluated and what is the desired community impact.

The project, when completed, will continue the City's history of providing clean, safe drinking water and outstanding fire protection services. The ability to weather seasonal temperature changes and inclement conditions without interrupting the public water supply can be achieved. The community will be able to know that as rate payers, their service is predictable and sound, with professional and experienced operators. Growth and development of Huxley will provide additional taxable valuation, services and amenities, business investment and employment opportunities for Huxley and the greater Story County area. The City of Huxley will evaluate the success of the project by monitoring the ability to keep up with the operational needs of the system and gathering public feedback.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Who will be responsible for performing the work and achieving stated goals and objectives? How is this person qualified?

Keith Vitzhum, Huxley Water Superintendent: Grade II Water Treatment License and Grade II Water Distribution License

Jeff Peterson, Public Works Director: Grade III Water Treatment License and Grade IV Water Distribution License

Has this proposal been approved by your Board of Directors/City Council/Applicable Entity? Please provide a date and form of approval (such as minutes or resolution).

The project has been approved by the Huxley City Council by adopting a water rate increase ordinance, holding public hearings and approving plans, specifications and letting of bids, and actions related to issuing water revenue and General Obligation debt.

Are you working in partnership or collaboration with other entities? If yes, identify partners/collaborators. Indicate amount of financial support and in-kind contribution.

The City of Huxley is the only agency involved in the project. However, the water services provided by the City offer a benefit to the broader region by getting water to schools and businesses and by participating in mutual aid agreements for fire service protection.

Describe what would happen if you did not receive 100% of the requested funding from Story County.

Additional debt would need to be issued by the City to address the financing gap that has emerged since bids for the project came in significantly over expectation on September 9. The City of Huxley has been working diligently for several months to put funding together for the project. All sources have been explored, with the funding currently including a water revenue bond with increased rates to the community, General Obligation bonds, tax increment (TIF) and the City's American Rescue Plan funding allocation. Any additional G.O. issuance would put the City at its debt limit after several years of concentrated debt reduction and sound fiscal management. Having no debt capacity to respond to emergency needs is concerning for the community in the continued pandemic economy. Supply chain issues and other market uncertainties, particularly after experiencing the impact of Covid 19, the Derecho and a community water crisis simultaneously, have us very wary as a city of reduced debt capacity.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

If this is an ongoing project, what is the sustainability plan if ARPA funding is not available to provide ongoing program/project continuity?

The project is proposed for construction beginning in 2022 with completion in 2023. No ARPA funds are requested for ongoing operation of the facility, which will be superintended by City of Huxley staff.

Describe the project/program timeline and milestones.

Award of contracts for the project had been scheduled for September 14th, 2021, with construction to be initiated in late 2021 and completion in 2023. This was delayed when the bids were received to allow us to evaluate alternatives. The next milestones are October 12 contract approval and October 13 meeting with the bond agency on the water revenue debt. Our anticipation is that the project would begin work in late fall of 2021 and be completed by the end of 2023.

Describe how this project would make a significant, long-term difference in the quality of life for Story County residents.

Clean, safe drinking water and fire protection are two of the most essential services provided for communities in Story County. The project will provide these essential services for Huxley residents as well as the greater Story County region. During the challenging year that was 2020 with Covid 19 and the Derecho impact, people quickly learned that the basics of life-food, water, shelter and safety-were truly the core necessities and the basis of building and maintaining a life and family. The City of Huxley seeks to not only to continue to provide essential public services through this project, but to offer people a level of comfort that these services will be predictable and continuous in an ongoing manner.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

FINANCIAL INFORMATION

Using the attached form, attach a detailed budget of the proposed project with a description of each budget item, including the total cost of the project and the percentage of the total budget this proposal funds.

What percentage of your budget is for administrative or management fees?

Are you accessing alternative funding sources? If yes, please list sources.

- Yes *Sources*
Water Revenue Bond
General Obligation Bond
Tax Increment Financing (TIF)
 No ARPA funds (City of Huxley allocation)

Is the requested funding a match for other funding? If yes, please describe.

Yes *Describe match*

No

Does your organization obtain an annual audited or reviewed financial statement? Please provide your most recent financial statement. Yes

Is your organization required to file IRS Form 990? If yes, please provide your most recent filing.

For cities: did you apply/receive your ARPA Funds*?

- | | <i>Apply</i> | <i>Receive</i> |
|-----------------------------------------|--------------|-----------------------------------------|
| <input checked="" type="checkbox"/> Yes | | <input checked="" type="checkbox"/> Yes |
| <input type="checkbox"/> No | | <input type="checkbox"/> No |

*Cities must have applied for and received other ARPA Funds to be eligible to apply for funds through Story County.

STATE OF IOWA 2020 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2020 CITY OF HUXLEY, IOWA DUE: December 1, 2020	1620850060000 CITY OF HUXLEY 515 North Main HUXLEY IA 50124 POPULATION: 3317
------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	1,371,703		1,371,703	1,372,332
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	1,371,703		1,371,703	1,372,332
Delinquent Property Taxes	0		0	0
TIF Revenues	2,605,569		2,605,569	2,489,537
Other City Taxes	557,051	0	557,051	555,146
Licenses and Permits	156,088	44,870	200,958	116,300
Use of Money and Property	65,344	0	65,344	117,135
Intergovernmental	918,854	0	918,854	808,960
Charges for Fees and Service	205,038	1,661,553	1,866,591	2,265,107
Special Assessments	1,112	0	1,112	1,000
Miscellaneous	576,493	60,454	636,947	3,326,590
Other Financing Sources, Including Transfers in	6,963,334	0	6,963,334	1,870,737
Total Revenues and Other Sources	13,420,586	1,766,877	15,187,463	12,922,844
Expenditures and Other Financing Uses				
Public Safety	974,186		974,186	1,055,039
Public Works	629,644		629,644	1,237,224
Health and Social Services	11,535		11,535	15,250
Culture and Recreation	621,405		621,405	690,061
Community and Economic Development	839,024		839,024	1,243,709
General Government	531,923		531,923	603,687
Debt Service	2,249,280		2,249,280	2,559,483
Capital Projects	2,272,550		2,272,550	2,305,306
Total Governmental Activities Expenditures	8,129,547	0	8,129,547	9,709,759
Business type activities		1,578,627	1,578,627	2,974,654
Total All Expenditures	8,129,547	1,578,627	9,708,174	12,684,413
Other Financing Uses, Including Transfers Out	3,500,678	0	3,500,678	1,870,737
Total All Expenditures/and Other Financing Uses	11,630,225	1,578,627	13,208,852	14,555,150
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	1,790,361	188,250	1,978,611	-1,632,306
Beginning Fund Balance July 1, 2019	3,916,949	2,241,658	6,158,607	5,018,973
Ending Fund Balance June 30, 2020	5,707,310	2,429,908	8,137,218	3,386,667

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds		Pension Trust Funds	
Private Purpose Trust Funds		Agency Funds	
Indebtedness at June 30, 2020		Indebtedness at June 30, 2020	
General Obligation Debt	Amount	Other Long-Term Debt	Amount
	14,196,000		0
Revenue Debt	2,022,000	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	15,196,699

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Please use the space below for any additional information.

Additional Information:

The City is now juggling multiple timing concerns-bids will expire in less than 45 days, the process for the issuance of the water revenue bond needs to advance to have continued favorable interest rate predictability, and the plant must get under construction on the identified timeline to have the plant expansion up and operating by the end of 2023. The City is grappling with these variables, as well as the potential of having to respond to the unexpected market driven financing gap with issuing additional debt and being at its debt limit in uncertain times.

The City of Huxley is appreciative of the Board of Supervisor's diligence in seeking input on what the greatest needs for the \$18M ARPA allocation are. We appreciate the ability to submit an application for funding at this critical and unexpected stage of our project and hope for a favorable review. An award for this important project will greatly assist us responding to the unanticipated cost increase, which in itself is a result of the Covid 19 pandemic.

CITY OF HUXLEY, IOWA

Date Prepared: 10/7/2021

Water Treatment Plant Expansion and Well No. 7 Funding Review

SCENARIO: \$600,000 Contribution from City's American Rescue Plan Dollars;
Unknown Potential Award from Story County American Rescue Plan Dollars

Prepared Based on Construction Bids Received on September 9, 2021

A B C D E

PROPOSED SOURCES and USES OF FUNDS

Description / Construction or Project Cost	Amount	Notes / Remarks
Uses of Funds		
Water Treatment Plant Bid	\$10,995,400	Assumes Woodruff Construction, Alternate A
Potential Project Deduct.*	(83,000)	Update for Generator & Glass-Lined Stor. Tank
Well No. 7 Bid	593,914	Assumes Northway Well & Pump
Subtotal	11,506,314	Construction Only
Potential Contingency	580,000	5.04% of Construction
Subtotal (Const. + Cont.)	12,086,314	Construction & Contingency
Engineering/Legal/Admin.	900,000	
TOTAL USES	\$12,986,314	

Sources of Funds		
Water Revenue Bonds	\$6,890,000	Net Water Revenue Bond Proceeds
General Obligation (GO) Bonds		[Amount to be Determined]
Subtotal - Water & GO	6,890,000	
American Rescue Plan \$	600,000	[100% of City ARPA Dollars]
American Rescue Plan \$		[Story County ARPA Dollars]
TOTAL SOURCES	\$7,490,000	

Current Funding Shortfall: **(\$5,496,314)** Above "Uses" Less Above "Sources"

RESOLUTION NO. 21-082

Resolution setting the date for a public hearing on a proposal to enter into a Water Revenue Improvement and Refunding Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$7,425,000

WHEREAS, the City of Huxley (the "City"), in Story County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the "Series 2013B Bond Resolution"), the City has heretofore issued its Water Revenue Refunding Bonds, Series 2013B, dated April 30, 2013 (the "Series 2013B Bonds") in the aggregate principal amount of \$985,000, a portion of which remain outstanding, maturing on June 1 in the year, and in such amount, and bearing interest at such rate as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2022	\$115,000	2.00%

; and

WHEREAS, pursuant to the Series 2013B Bond Resolution, the City reserved the right to call the Series 2013B Bonds maturing in the year 2022 (the "Callable Series 2013B Bonds") for optional early redemption on June 1, 2019, or on any date thereafter on terms of par and accrued interest; and

WHEREAS, the City now proposes to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$7,425,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) planning, designing and constructing improvements and extensions to the Utility (the "Project"); and (2) current refunding the Callable Series 2013B Bonds; and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Huxley, Iowa, as follows:

Section 1. This City Council shall meet on September 28, 2021, at the Council Chambers in the City, at 6 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$7,425,000

(WATER REVENUE)

The City Council of the City of Huxley, Iowa, will meet on September 28, 2021, at the Council Chambers, in the City, at 6 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$7,425,000, for the purpose of paying the costs, to that extent, of (1) planning, designing and constructing improvements and extensions to the City's Municipal Waterworks Utility System (the "Utility"); and (2) current refunding the City's outstanding Water Revenue Refunding Bonds, Series 2013B, dated April 30, 2013.

The Loan Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation, but together with any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City Council may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Huxley, Iowa.

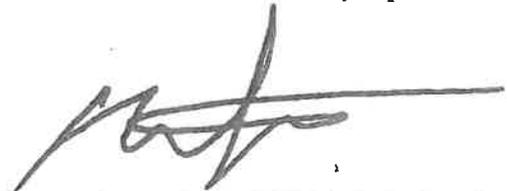
Jolene Lettow
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$10,300,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this September 14, 2021.



Mayor

Attest:



City Clerk

....

On motion and vote, the meeting adjourned.



Mayor

Attest:



City Clerk

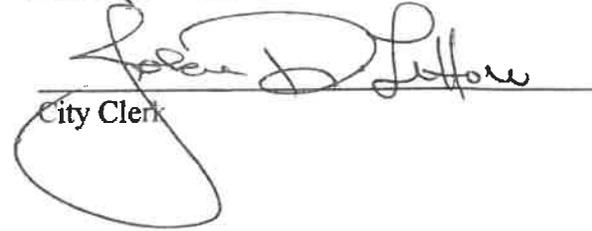
ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for a hearing on the City Council's proposal to take action in connection with a loan agreement, as referred to therein.

WITNESS MY HAND this 14th day of Sept., 2021.



City Clerk

ORGANIZATION AND ESTABLISHMENT CERTIFICATE

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF HUXLEY

I, the undersigned City Clerk, do hereby certify that the City of Huxley is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

- Kevin Deaton , Mayor
- Rita Gouner , City Administrator
- Tokene Lettow , City Clerk/Finance Director
- Jeremy Arends , City Treasurer
- Dave Kuker , Council Member/Mayor Pro Tem
- Rick Peterson , Council Member
- Tracy Roberts , Council Member
- Nate Easter , Council Member
- Greg Mueller , Council Member

I further certify that the City established the Municipal Waterworks Utility System (the "Utility") prior to January 1, 1961, and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying water service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this 14th day of Sept., 2021.

[Signature]
City Clerk

OUTSTANDING DEBT CERTIFICATE

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa (the "City"), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Waterworks Utility System (the "Utility"), except as follows:

Date	Type	Principal Amount Outstanding	Maturity
04-30-2013	Water Revenue	\$115,000	06-01-2022

(Attach here a separate sheet listing any other outstanding obligations of the City secured by and payable from the revenues of the Utility excluding the proposed issue.)

WITNESS MY HAND this 14th day of Sept, 2021.



City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a Loan Agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this 17th day of Sept, 2021.



City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

Proof Of Publication in
THE AMES TRIBUNE

#1425641
NOTICE OF PROPOSED ACTION TO
INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT
AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL
AMOUNT NOT TO
EXCEED \$7,425,000
(WATER REVENUE)

CITY OF HUXLEY - LEGALS
515 N MAIN STREET
HUXLEY, IA 50124

The City Council of the City of Huxley, Iowa, will meet on September 28, 2021, in Council Chambers at City Hall, at 6 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$7,425,000, for the purpose of paying the costs, to that extent, of (1) planning, designing and constructing improvements and extensions to the City's Municipal Waterworks Utility System (the "Utility"); and (2) current refunding the City's outstanding Water Revenue Refunding Bonds, Series 2013B, dated April 30, 2013.

STATE OF WISCONSIN, BROWN COUNTY

I, Sarah Bertelsen, on oath depose and say that I am the Legal Clerk of THE AMES TRIBUNE, a daily newspaper, published at ; Ames, Story County, Iowa that the annexed printed:

The Loan Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation, but together with any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

CITY OF HUXLEY - LEGALS
Water Treatment Plant Expansion

was published in said newspaper 1 time(s) in issues dated:

September 17, 2021

the last day of said publication being the 17th day of September, 2021

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City Council may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Huxley, Iowa.

Submitted by:
Jolene R. Lettow, City Clerk

Published in the Ames Tribune on September 17, 2021 (17)

Sarah Bertelsen
Legal Clerk

Amy Kokott
Notary Public, State of Wisconsin, County of Brown

9/30/2021
My commission expires

sworn to before me and subscribed in my presence by this the 17th day of September, 2021

FEE: \$29.93
AD #: 0001425641
ACCT: 34042

AMY KOKOTT
Notary Public
State of Wisconsin

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A WATER
REVENUE IMPROVEMENT AND
REFUNDING LOAN AGREEMENT

419996-62

Huxley, Iowa

September 14, 2021

The City Council of the City of Huxley, Iowa, met on September 14, 2021, at 6:00 p.m., in the Council Chambers, in the City.

The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: Roberts, Kuhn, Easter, Peterson

Absent: Mulder

Council Member Easter introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member Peterson; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: Roberts, Kuhn, Easter, Peterson

Nays: —

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out:

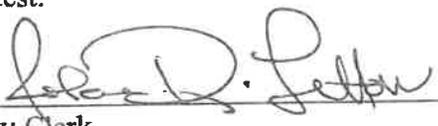
.....

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned

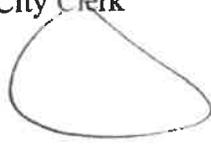


Mayor

Attest:



City Clerk



SOURCES AND USES OF FUNDS

* Bond 'Sizing' for City Council Review
Purpose: Review how princip amount is determine

**CITY OF HUXLEY, IOWA (Water Fund)
WATER REVENUE IMPROVEMENT AND REFUNDING BONDS, SERIES 2021A**

Funding for Water Treatment Plant Expansion & Current Refunding 2013B Water Revenue Bonds
Assumes Standard & Poor's 'A+' Rating; Build America Mutual 'AA' Bond Insurance;
Tax Exempt, Bank Qualified; *Current Interest Rates +0.25%*; Assumes \$3,410,000 of General
Obligation Bond Funding; \$0 from American Rescue Plan; ** Preliminary, Subject to Change **

Dated Date 11/30/2021
Delivery Date 11/30/2021

Sources:	Water Treatment Plant & Ground Storage	Current Refund 2013B (2022 Maturity)	Total
Bond Proceeds:			
Par Amount	7,210,000.00	115,000.00	7,325,000.00
Premium	197,369.55	1,009.70	198,379.25
	<u>7,407,369.55</u>	<u>116,009.70</u>	<u>7,523,379.25</u>
Other Sources of Funds:			
GO Bond Proceeds (Preliminary)	3,410,000.00		3,410,000.00
Water Fund Cash on Hand (DSRF)	91,458.82	7,041.18	98,500.00
	<u>3,501,458.82</u>	<u>7,041.18</u>	<u>3,508,500.00</u>
	<u>10,908,828.37</u>	<u>123,050.88</u>	<u>11,031,879.25</u>

Uses:	Water Treatment Plant & Ground Storage	Current Refund 2013B (2022 Maturity)	Total
Project Fund Deposits:			
Water Treatment Plant, Storage & Well Construc.	9,400,000.00		9,400,000.00
Engineering, Legal and Administrative	900,000.00		900,000.00
	<u>10,300,000.00</u>		<u>10,300,000.00</u>
Current Refunding 2013B:			
Water Revenue Bonds		115,000.00	115,000.00
Other Fund Deposits:			
Debt Service Reserve Fund (Max Ann Debt Serv)	441,451.32	7,041.18	448,492.50
Delivery Date Expenses:			
Cost of Issuance	44,400.00	1,500.00	45,900.00
Underwriter's Discount	86,520.00	1,380.00	87,900.00
Bond Insurance	32,645.67	418.16	33,063.83
	<u>163,565.67</u>	<u>3,298.16</u>	<u>166,863.83</u>
Other Uses of Funds:			
Rounding / Contingency	3,811.38	(2,288.46)	1,522.92
	<u>10,908,828.37</u>	<u>123,050.88</u>	<u>11,031,879.25</u>

RESOLUTION NO. 21-083

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Water Treatment Plant Improvements Project

WHEREAS, the City Council of the City of Huxley, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Water Treatment Plant Improvements Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

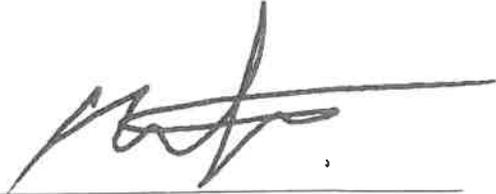
WHEREAS, a hearing has been held on the Contract Documents on September 14, 2021;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Huxley, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved September 14, 2021.



Mayor

Attest:



City Clerk

The Mayor announced that bids for the construction of the Water Treatment Plant Improvements Project had been received before 2:00 p.m., on September 9, 2021, at the City Hall, Huxley, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and Veenstra & Kimm, Inc. (the "Project Engineers") made their recommendations thereon to the City Council. The bids received for the construction of the Water Treatment Plant Improvements Project are as follows:

Name and Address of Bidder

Amount of Bid

(List here or attach a sheet listing proposals received.)



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

BID SUMMARY

Project: Water Treatment Plant Improvements

Huxley, Iowa

Bid Date: Thursday, September 9, 2021, 2:00 P.M.

CONTRACTOR	BID BOND (x)	ADD. No. 1 (x)	ADD. No. 2 (x)	ADD. No. 3 (x)	BIDDERS STATUS FORM (x)	BASE BID	ALTERNATE A WESTECH	ALTERNATE B TONKA
Shenck Const.	X	x	x	x	X	10,321,376. ⁰⁰	790,124. ⁰⁰	623,500. ⁰⁰
Woodruff	X				X	10,083,903. ⁰⁰	941,700. ⁰⁰	981,700. ⁰⁰
BRB	X	x	x	x	X	10,994,000. ⁰⁰	966,600. ⁰⁰	1,033,100. ⁰⁰
Peterson Const.	X					10,367,000. ⁰⁰	840,000. ⁰⁰	876,000. ⁰⁰

MINUTES OF MEETING TO APPROVE
PLANS AND SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF
COST AND TO CONSIDER BIDS

419996-62 (L)

Huxley, Iowa

September 14, 2021

The City Council of the City of Huxley, Iowa, met at 6:00 p.m., on September 14, 2021, in the Council Chambers, Huxley, Iowa.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: Easter, Peterson, Roberts, Kuhn

Absent: _____.

The Mayor announced that this was the time and place set for hearing on the plans and specifications, form of contract and estimate of cost for the proposed Water Treatment Plant Improvements Project.

Upon investigation, it was found that no persons had appeared and filed objections to the proposed plans, specifications, form of contract and estimate of cost for the Water Treatment Plant Improvements Project as follows:

(Insert the word “no” in the blank space above or list here the names of objectors and the types of objections, if any are filed.)

The City Council heard said objectors and evidence for or against the proposed Water Treatment Plant Improvements Project; whereupon, the Mayor declared the hearing closed.

Council Member Roberts introduced the following resolution and moved its adoption, seconded by Council Member Easter; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: Roberts, Easter, Peterson, Kuhn

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried and the resolution adopted as follows:

RESOLUTION NO. 21-085

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Water System Improvements – Shallow Well No. 7 Project

WHEREAS, the City Council of the City of Huxley, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the “Contract Documents”) for the proposed Water System Improvements – Shallow Well No. 7 Project (the “Project”), as described in the notice of hearing on the Contract Documents for the Project; and

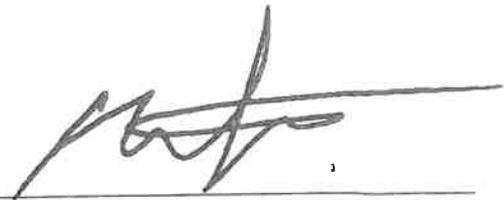
WHEREAS, a hearing has been held on the Contract Documents on September 14, 2021;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Huxley, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved September 14, 2021.



Mayor

Attest:



City Clerk

The Mayor announced that bids for the construction of the Water System Improvements – Shallow Well No. 7 Project had been received before 2:00 p.m., on September 9, 2021, at the City Hall, Huxley, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and Veenstra & Kimm, Inc. (the “Project Engineers”) made their recommendations thereon to the City Council. The bids received for the construction of the Water System Improvements – Shallow Well No. 7 Project are as follows:

Name and Address of Bidder

Amount of Bid

(List here or attach a sheet listing proposals received.)



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

BID SUMMARY

Project: Water System Improvements – Shallow Well 7
Huxley, Iowa

Bid Date: Thursday, September 9, 2021, 2:00 P.M.

CONTRACTOR	BID BOND (x)	BIDDERS STATUS FORM (x)	ADD. No. 1 (x)	TOTAL BID
Rieschick	X	X		605,194.35
Keller	X	X		630,419.30
Cahoy	X	X		668,640.00
Northway	X	X		593,514.00

MINUTES OF MEETING TO APPROVE
PLANS AND SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF
COST AND TO CONSIDER BIDS

419996-62 (L)

Huxley, Iowa

September 14, 2021

The City Council of the City of Huxley, Iowa, met at 6:00 p.m., on September 14, 2021, in the Council Chambers, Huxley, Iowa.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: Peterson, Kuhn, Easter, Roberts

Absent: Mulder

The Mayor announced that this was the time and place set for hearing on the plans and specifications, form of contract and estimate of cost for the proposed Water System Improvements – Shallow Well No. 7 Project.

Upon investigation, it was found that no persons had appeared and filed objections to the proposed plans, specifications, form of contract and estimate of cost for the Water System Improvements – Shallow Well No. 7 Project as follows:

(Insert the word “no” in the blank space above or list here the names of objectors and the types of objections, if any are filed.)

The City Council heard said objectors and evidence for or against the proposed Water System Improvements – Shallow Well No. 7 Project; whereupon, the Mayor declared the hearing closed.

Council Member Easter introduced the following resolution and moved its adoption, seconded by Council Member Peterson; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: Peterson, Kuhn, Easter, Roberts

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried and the resolution adopted as follows:

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Checklist

This checklist is provided as a tool to assist you in the completion of your application. Remember, late and/ or incomplete applications will not be accepted. If you have questions regarding your application, please contact Sandra King at (515) 382-7200 or ARPA@storycountyiowa.gov.

(Initial each statement after reading)

Did you sign the certification page and initial all the certification statements? KD

If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified. KD

I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964. KD

I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project. KD

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Certification

By signing this application, I understand and affirm that: (initial each statement after reading)

If awarded, requested funds will be used only for purposes described in this application. I understand the use of funds are subject to audit by the State Auditor.

If awarded, my organization intends to enter into a contract as required by Story County, Iowa, provide liability insurance as may be required for the duration of the contract naming Story County as an additional insured and in an amount determined by the County. In addition, my organization will provide proof of or obtain any business license, if required.

I have reviewed, and if awarded funds, will abide by all federal, state, and local procurement policies.

Grants awards will be determined by Story County in its sole discretion. Applications may be awarded for the full or a partial amount of the grant requested, or declined.

I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that Story County will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

Kevin Deaton

Mayor

Print Name

Title



Signature

10/8/21

Date

INVOICE



Navigate**360**

Building safer tomorrows.

Date: 08/01/2024
Invoice #: INV-26104

Navigate360, LLC

PO Box 933402
Cleveland, OH 44193
ar@navigate360.com

Bill To

Story County IA Sheriff's Office
1315 S B Ave
Nevada, IA 50201

Ship To

Story County IA Sheriff's Office
1315 S B Ave
Nevada, IA 50201

Contract Start Date: 08/01/2024

Contract End Date: 07/31/2025

Message	Payment Terms	Due Date	Purchase Order
	Net 30	08/31/2024	Contract

Item Name	Description	Qty	Unit Price	Line Total
P3 School Tipline - District	Access to the P3 Campus platform for anonymous tip reporting across the school district.	1	2,440.070000	\$2,440.07
Subtotal				\$2,440.07
Sales Tax				\$0.00
Total				\$2,440.07
Amount Paid:				\$0.00
Amount Due:				\$2,440.07

To pay your invoice click here: https://checkout-v5.paystand.com/?publishableKey=7axwnld9juwu1qy7fg377il6&viewCheckout=portal-medium&module=si_salesOrder&extSalesOrderId=140197

PREFERRED Payment Method: ACH/Wire
Bank Name: PNC Bank
PNC Routing Number: 041000124
Account Number: 4273496353

Make Checks Payable to: Navigate360, LLC
Remit to: PO Box 933402, Cleveland, OH 44193

For billing questions, please email: ar@navigate360.com

To download a copy of our W-9, please visit www.navigate360.com/W9

APPROVED

DENIED

Board Member Initials: AKH

Meeting Date: 20-11-24

Follow-up action: _____

NOTICE OF APPOINTMENT

PERSON APPOINTED: Tyrel Hamiel

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Weed Commissioner

LENGTH OF TERM: 1 years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? Yes

IF SO, WHOSE TERM? Joseph Kooiker

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 6/11/24

DATE TERM EXPIRES: 12/31/24

APPROVED

DENIED

Board Member Initials: AKH

Meeting Date: 20-11-24

Follow-up action: _____



Amendment

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Story County, Iowa with offices at 900 6th Street, Nevada, Iowa 50201 ("Client").

WHEREAS, Client and Tyler are parties to an agreement dated January 31, 2012 ("Agreement") governing Client's access to the Tyler Software and services described therein;

WHEREAS, Client and Tyler entered into an amendment dated June 7, 2016, to add Tyler Records Management (powered by Eagle) subscription software (for the purposes of this Amendment, the "Tyler Software") to the Agreement (the "Records Management Amendment");

WHEREAS, the subscription term for the Tyler Software set forth in the Records Management Amendment had an expiration date of March 31, 2022 (for the purposes of this Amendment, the "Expiration Date");

WHEREAS, since the Expiration Date, Tyler has provided Client with continuous access to the Tyler Software and the related maintenance and support services, and Client utilized such Tyler Software and maintenance and support services; and

WHEREAS, Tyler and Client now desire to formally extend the term of the subscription as set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Amendment, Tyler and Client agree as follows:

1. **Subscription Term.** The subscription term for the Tyler Software is hereby renewed for seven (7) years, commencing on the day following the Expiration Date (the "Renewal Term"). Upon expiration of the Renewal Term, the subscription will renew automatically for additional one (1) year renewal terms at Tyler's then-current subscription fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Tyler will provide the Client notice of any increase in subscription fees no less than sixty (60) days prior to the commencement of the applicable renewal term.
2. **Subscription Fees.** Subscription Fees and invoicing terms for the Tyler Software for the Renewal Term are set forth below. Any user limitations set forth in the Records Management Amendment shall apply to the Renewal Term.

Term	Annual Fee	Invoicing
4/1/22-3/31/23	\$16,923.00	Invoiced on the Amendment Effective Date
4/1/23-3/31/24	\$16,923.00	Invoiced on the Amendment Effective Date



4/1/24-3/31/25 \$19,641.00 Invoiced on the Amendment Effective Date
4/1/25-3/31/26 \$19,641.00 Invoiced in advance of 4/1/25
4/1/26-3/31/27 \$19,641.00 Invoiced in advance of 4/1/26
4/1/27-3/31/28 \$19,641.00 Invoiced in advance of 4/1/27
4/1/28-3/31/29 \$19,641.00 Invoiced in advance of 4/1/28

3. All terms and conditions of the Agreement not herein amended shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.

Story County, IA

By: _____

By: *Lisa K Hedden*

Name: _____

Name: *Lisa K Hedden*

Title: _____

Title: *Chair*

Date: _____

Date: *10-11-24*

Maxwell City Hall

107 Main Street • P.O. Box 215 • Maxwell, IA 50161
Telephone (515) 387-8655 • Fax (515) 387-1223

June 6, 2024

To Whom it may Concern,

The City of Maxwell has appointed Jill Leonard as a new nonresident Library Board Trustee. We would like to have your approval of this appointment per Maxwell's Ordinance 21.02. She is filling an empty seat. Her term would start immediately and end 6/30/2026.

Jill has experience in this position as she was on the board for a number of years. She would be a good addition.

Sincerely,

Deb Hayes
Maxwell City Clerk

APPROVED **DENIED**

Board Member Initials: AKH

Meeting Date: 20-11-24

Follow-up action: _____



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515) 232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Patrick Shehan, Special Projects Ranger
Date: June 11, 2024
Re: Consideration of Change Order No. 1 for Heart of Iowa Nature Trail Paving Project
Phases 4-6 for \$10,553.00 from Wicks Construction, Inc.

The attached Change Order modifies the contract with Wicks Construction, Inc. for the installation of a drainage pipe extension and to fill and protect a scour hole on the north side of the HOINT east of country road S-14. Additional work is also required after the discovery of debris that will need to be removed during the construction of a culvert under a new landowner's field entrance.

Funds for this Change Order are within the budgeted amount for the project.

The Conservation Board recommends your approval.


Approval

Disapproval

2011-24

Date

Date

CHANGE ORDER FORM



Project Title: HOINT-Phase 4, 5, & 6 - 620th St to US 65
Contractor: Wicks Construction, Inc.
Address: 2201 State Hwy 9, PO Box 428, Decorah, IA 52101
Original Contract Date: April 24, 2024

Change Order Number: 1

Change Order Date: June 5, 2024

Purpose of Change Order:

Items 2.01, 2.03, 9.06 will be over run at the amount shown Items 8001 and 8002 will be added to the project. These items are being adjusted/added to install a pipe extension and fill in an existing scour hole on the north side of the trail. Refer to the revised D.1 Sheet for additional information.

Item 8003 will be added to remove debris discovered in the trail ditch at the location of a proposed farm crossing location. Materials in the area identified in the revised E.1 Sheet shall be removed and disposed of per federal, state, and local regulations.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.01	Clearing and Grubbing	AC	0.12	\$ 9,000.00	\$ 1,100.00
2.03	Excavation, Class 10	CY	210.00	\$ 8.50	\$ 1,785.00
9.06	Rip Rap, Class E	TON	10.50	\$ 42.00	\$ 441.00
8001	Pipe Culvert, Trenched, CMP, 15"	LF	20.00	\$ 72.60	\$ 1,452.00
8002	Pipe Apron, CMP, 15"	EA	1.00	\$ 275.00	\$ 275.00
8003	Remove & Export Debris	LS	1.00	\$ 5,500.00	\$ 5,500.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 10,553.00**

Contractor Accepted: Wicks Construction, Inc.

David Clark Firm Name: Wicks Construction, Inc. Date: 6-5-24
 Signature Date

Engineer Approved: Snyder & Associates

Spencer Wignall, P.E. Firm Name: Snyder & Associates Date: 6-5-24
 Signature Date

Owner Accepted: Story County Conservation Board

Chris Keddler Title: Chair Date: 6-11-24
 Signature Title Date

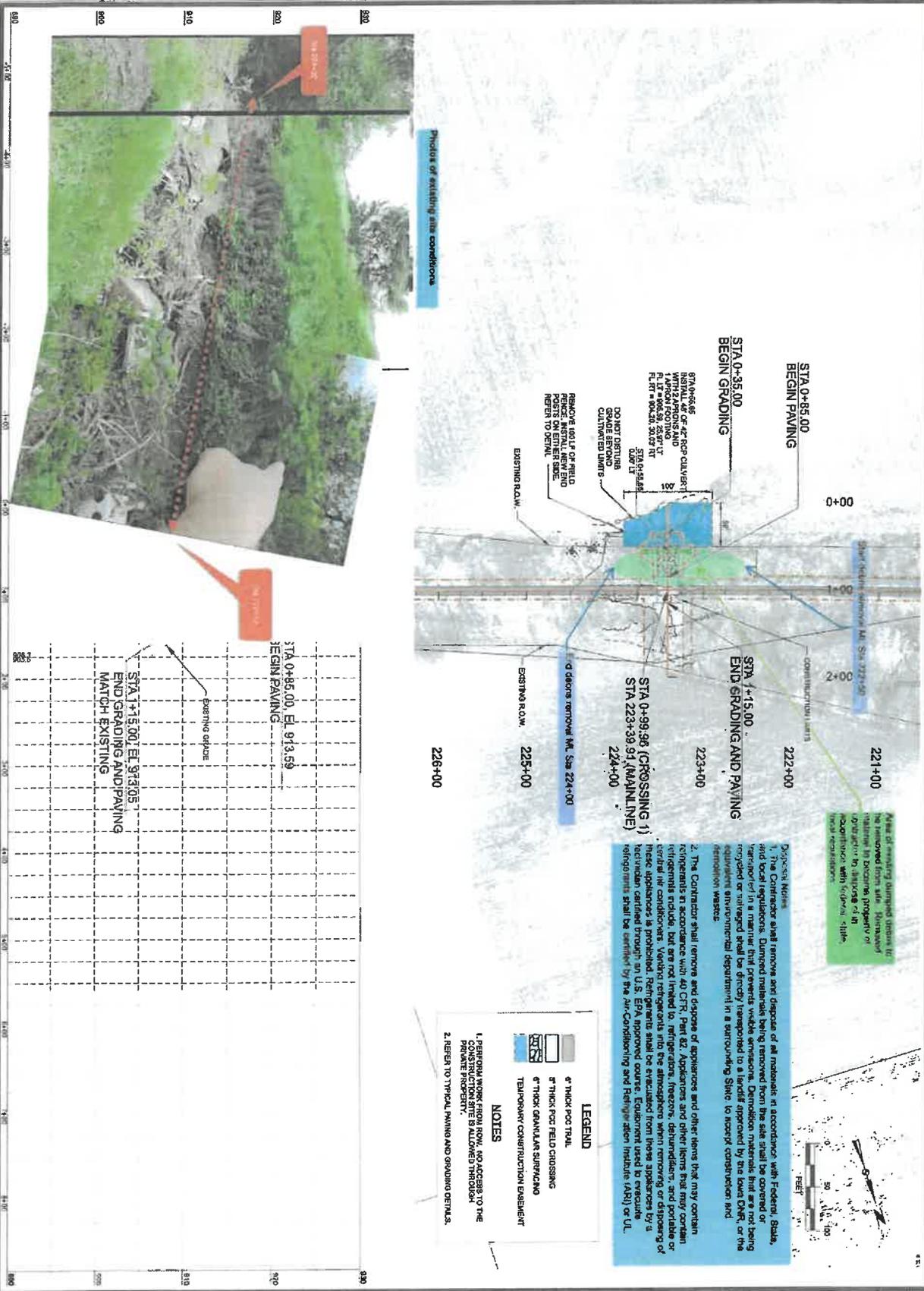
Attest for Owner:

 Signature Title Date

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 3,236,354.93
1	June 5, 2024	\$ 10,553.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 3,246,907.93**



HEART OF IOWA NATURE TRAIL PHASE 4, 5, & 6		STORY CO, IOWA										
CROSSING 1 PLAN AND PROFILE		STORY CO, IOWA										
SNYDER & ASSOCIATES, INC.		2727 SW SNYDER BLVD ANKENY, IOWA 50023 515-954-2020 WWW.SNYDER-ASSOCIATES.COM										
Project No: 1230806	Sheet: E.1	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	BY	REVISION							Sheet E.1 Project No: 1230806
DATE	BY	REVISION										



Iowa Department of Public Safety

Kim Reynolds
Governor
Adam Gregg
Lt. Governor

Stephan K. Bayens
Commissioner

MEMO

June 4, 2023

To: ODCP Grant Award Recipients
From: Dennis Wiggins
Re: Byrne JAG/SCIP/RSAT Grant Contract & Conditions

Congratulations on your SFY 2024 Byrne Justice Assistance/SCIP/RSAT Grant award from the Office of Drug Control Policy (ODCP). Important information to help you get started with the grant follows.

The enclosed grant contract packet includes the following materials for your careful review, authorized signatures, and timely return to ODCP:

- **Contract Page & Special Conditions**
Special Grant Conditions appearing on the front page of your Contract must be fulfilled. In some cases, the Conditions may need to be fulfilled prior to reimbursement of federal funds.
- **Standard Grant Conditions**
Standard Grant Conditions are the rules of the program, and as a grant recipient you must agree to comply with them.
- **Certified Assurances**
Certified Assurances include compliance conditions mandated by the Omnibus Crime Control and Safe Streets Act of 1968 and other related legislation.

Please have the grant Contract page, the Certified Assurances, and the Standard Conditions certification forms signed by the person(s) authorized to do so via DocuSign. If your budget includes contract services, the contracting agency must also sign the JAG Standard certification and the Certified Assurances certification forms.

**Completed contracts and certifications must be received by ODCP
on or before July 12, 2024.**

Signed contracts/certifications should be returned via DocuSign.

To review your approved grant budget and access required reporting forms, sign into Iowa's electronic grants management system at www.IowaGrants.gov and click on the "My Grants" icon.

Questions regarding the grant program(s), including the use of the electronic grant management system should be directed to Dennis Wiggins at 515-805-4141 or dennis.wiggins@iowa.gov.

Congratulations again on your grant award.

IOWA BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

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

JAG CFDA #16.738

Grantee: Story County Sheriff's Office	Grant #21-JAG-554601 Grant Period: July 1, 2024 - June 30, 2025 Federal: \$33,300 Match: \$0 Total: \$33,300	
ODCP Contact: Dennis Wiggins 515/805-4141		
Legal Applicant:	Program Director: Nicholas Hochberger	
<p><i>This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract and agree to abide by the terms set forth within.</i></p> <p style="text-align: center;">SPECIAL CONDITIONS</p> <p>Law enforcement personnel funded in whole or in part with these grant funds will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Officers should use the preauthorization code QX6S4 when completing the course.</p> <p>Project activity funded through this award will comply with all state and federal laws and guidelines. Projects are referred to PATC with questions regarding the appropriate expenditures of state forfeitures.</p>		
In witness wherefore, the parties hereto have executed this grant the day and year specified below.		
SIGNATURES/DATES		
_____ Project Director/Date	 _____ Legal Applicant/Date	_____ ODCP Administrator/Date

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

STANDARD GRANT CONDITIONS

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

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1. General.

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

Coverdell Forensic Science; and any other Grant administered by the ODCP involving Federal or State funding.

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

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

2. Definitions.

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

3. Accountability for All Grantees.

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

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

4. Additional Guidance for Nonprofit Organizations.

A nonprofit organization awarded a subcontract pursuant to section 9 must be aware of and comply with applicable law and regulations. The Iowa Nonprofit Principles and Practices for Charitable Nonprofit Excellence Revised 2016 shall be used as a means of educating nonprofit organizations about the laws and regulations with which they must comply and to provide guidance about good operational practices and ethical conduct. This publication may be accessed at <https://inrc.law.uiowa.edu/sites/inrc.law.uiowa.edu/files/pp-2016ed-web.pdf>

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

5. Accounts and Records.

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

records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

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

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

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

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

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

7. Non-Supplanting Requirement.

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

8. Program Income.

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

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

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

9. Subcontracting.

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

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

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

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

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

11. Property and Equipment.

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

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

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

12. Computer Systems.

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

13. Travel.

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

In-State meal rates

- o Breakfast \$8.00
- o Lunch \$10.00
- o Dinner \$19.00

**includes tax and tip*

Out of State:

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

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

**includes tax and tip*

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

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

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

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

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

14. Payments.

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

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

15. Reporting.

Form to be Used:

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

Due Date:

Due by the 23rd day of **each** month, following expenditures. Projects in good standing may elect to submit on a quarterly basis.

Final Payment shall be requested within 23 days of the end of the grant performance period.

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

Due Date:

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

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

Due Date

30 Days from the end of the grant performance period.

- d. Annual Audit Report
If agencies are exempt from audit requirements, the Grantee must keep records that are available for review or audit by appropriate officials including the Federal agency, the State agency, and the US Government Accountability Office (GAO).

Due Date

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

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

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

17. Audits:

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

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

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

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

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

18. Monitoring/Evaluation.

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

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

19. Changes in the Program.

- a. Changes in Service: Changes in types of services provided by the Grantee as agreed to in the application and award require **prior approval** by the ODCP. Discontinuation or modification of a service without prior approval may result in a decrease in the grant amount or termination of the grant.

- b. Changes in Location: The Grantee shall notify the ODCP of any change in office or service location (relocation, addition, or deletion) from that shown in the application within 72 hours of such change.
- c. Changes in Program Director or Other Personnel: When there is a change in the program director or any other personnel supported by the grant from that shown on the application, the ODCP must be notified. The Grantee is responsible for replacement, and written notification to the ODCP of each action within 72 hours.
- d. Change in Legal Applicant/Grantee: This grant shall not be assigned, transferred, or conveyed in whole or in part by the Grantee to any third party or parties without prior written approval from the ODCP. A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one legal entity to another. A change of Grantee must be approved in advance by the ODCP. The ODCP reserves the right to not contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project; and, a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by the ODCP prior to the date of transfer.
- e. Change in Budget: Due to the fact that budget line item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget revision requests must be submitted, and approved by, the ODCP prior to the revised expenditure of funds. The ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested, via iowagrants.gov, by the legal applicant and/or the legal applicant's authorized designee (e.g. the Program/Project Director), who must certify that the change in budget does not constitute a change in the goals and objectives of the program.

20. Copyrights.

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

21. Federal Funds Acknowledgment.

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

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

"This project was supported by Grant No. _____, awarded by the U. S. Department of Justice. Points of view in this document are those of the author and do not

necessarily represent the official position or policies of the U.S. Department of Justice or the Office of Drug Control Policy.”

22. Release of Information and Confidentiality of Records.

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

23. Protection of human research subjects

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

24. Conflict of Interest.

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

25. Report Misuses of Funds.

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

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

No Grantee or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise

restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

27. Drug Free Workplace.

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

28. Americans With Disabilities Act.

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

29. Immigration and Naturalization Service.

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

30. Limited English Proficiency.

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

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

31. Nondiscrimination/Equal Employment Opportunity Program.

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

All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act, (IAC Ch 216), prohibits discrimination in employment

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

32. Findings of Discrimination.

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

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

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

- b. The Grantee also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.

3. Definitions

- a. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the Grantee (or subrecipient)) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the Grantee (or subrecipient). Such an individual might be an employee of a Grantee (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.
- b. "Participating minor." All individuals under 18 years of age participating in grant funded activities are participating minors.
- c. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--
 - i. brief contact that is both unexpected by the Grantee (or subrecipient) and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.
 - ii. personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the Grantee (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.
- d. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds, or "program income" for the award include both--
 - i. activities carried out under the award by the Grantee (or subrecipient); and
 - ii. actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.
- e. "Current and appropriate information"
In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the Grantee's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.
 - i. Public sex offender and child abuse websites/registries
A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including—

- a. the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);
- b. the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
- c. the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

ii. Criminal history registries and similar repositories of criminal history records

For each individual at least 18 years of age who is a covered individual under this award, a fingerprint search (or, if the Grantee or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

- a. the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
- b. the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the Grantee's (or subrecipient's) written policies and procedures, in making a determination regarding suitability, the Grantee (or subrecipient) must consider the current and appropriate information described in paragraph 3.e.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the Grantee (or subrecipient) may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual--

- a. Withholds consent to a criminal history search required by this condition;
- b. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
- c. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- d. To the knowledge of the Grantee (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):

- i. sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
 - ii. rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - iii. sexual exploitation, such as through child pornography or sex trafficking;
 - iv. kidnapping;
 - v. voyeurism; or
 - e. Is determined by a federal, state, tribal, or local government agency not to be suitable.
5. Administration; rule of construction
 - a. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of the grant, and throughout the remainder of the period of performance.
 - b. The Grantee is to contact the ODCP with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
 - c. Nothing in this condition shall be understood to authorize or require the Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

34. Equal Treatment for Faith Based Organizations.

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

35. Lobbying Restrictions.

The Grantee agrees that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

- agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract or grant, and the Grantee receives Federal funds exceeding \$100,000, the Grantee shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>
- c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

36. Sanctuary Jurisdiction (Iowa Code).

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

37. Enforcement of State, Local, and Municipal Laws (Iowa Code).

The Grantee shall comply with the provisions of Iowa Code chapter 27B, which applies to the enforcement of state, local, and municipal laws. Grantees who are found to be in non-compliance with Iowa Code 27B are ineligible to receive funds through the ODCP.

38. Forensic Genealogy Testing

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to ODCP.

39. Facial Recognition Technology Policies

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to ODCP upon request.

40. DNA Testing of Evidentiary Materials

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from ODCP. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all

requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

41. Liability.

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

42. Drug Task Force.

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

43. Drug Task Force Training.

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

44. Required Data on Law Enforcement Agency Training

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

45. Safe Policing and Law Enforcement

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

46. Use of Force Training Metrics.

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

47. NEPA Clandestine Methamphetamine Laboratories.

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

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

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

Methamphetamine Mitigation Conditions

Where applicable, grant recipients shall:

- a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
- b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
- c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
- d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;

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

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

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

49. Recipient Integrity and Performance.

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

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

Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

50. Disclosure of “High Risk” Designation by Federal Agency.

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

51. Breach of Personally Identifiable Information.

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

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

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

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

53. Withholding of Support, Suspension, and Termination.

- a. Withholding of Support: With ten (10) days written notice, the ODCP may temporarily withhold payment of funds until a corrective action plan has been

submitted by Grantee and approved by the ODCP. Reasons may include, but are not limited to the following:

- 1.) Delinquency in submitting required reports;
 - 2.) Failure to provide adequate management of the funds;
 - 3.) Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract; and
 - 4.) Failure to regularly coordinate the activities and services with other local providers funded by the ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.
- b. Suspension: When, as determined by the ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, the ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that the ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by the ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until the ODCP terminates the grant.
- c. Termination:
1. Termination for Cause: The ODCP may terminate a grant in whole or in part any time before the date of completion if the ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, the ODCP must send written notice to the Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by the ODCP shall be made in accordance with the terms and conditions of this grant.
 2. Termination on Other Grounds: In addition to termination for cause, the ODCP grants may be terminated in whole or in part as follows:
 - a By the ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
 - b By the Grantee. Sixty (60) days written notice to the ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
 - c By the ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination.
 - d By the ODCP in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever the ODCP determines that such termination is in the best interests of the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services

provided and non-cancellable obligations incurred under this contract up to and including the date of termination.

- e In addition, the ODCP may terminate this contract effective immediately without penalty and without advance notice for any of the following reasons:
 - i. The Grantee furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or **other solicitation document** that is false, deceptive, or materially incorrect or incomplete;
 - ii. **The Grantee** or any of its officers, directors, employees, agents, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
 - iii. The Grantee terminates or suspends its business;
 - iv. **The Grantee** has failed to comply with any applicable international, Federal, State (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
 - v. The ODCP determines or believes the **Grantee** has engaged in conduct that: (a) has or may expose the ODCP or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
 - vi. **The Grantee** knowingly infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or **the Grantee** misappropriates or allegedly misappropriates a trade secret or ;
 - vii. **The Grantee** fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy.
- 3. Termination for Convenience. The ODCP may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever, for any reason, the ODCP determines that such termination is in the best interests of the ODCP or the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract up to an including the date of termination.
- d In the event of termination, the Grantee shall be reimbursed by the ODCP only for those allowable costs incurred or encumbered up to and including the termination date, subject to the continued availability of funds to the ODCP. Upon receipt of notice of termination the Grantee shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Grantee shall also immediately cease

using and return to the ODCP any personal property, equipment, or materials provided by the ODCP to the Grantee and shall immediately return to the ODCP any payments made by the ODCP for services that were not rendered by the Grantee.

- e In the event of termination, the Grantee agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, and reports. The Grantee shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Grantee fails to ensure a smooth transition of services to clients, the ODCP may, at its sole discretion, place the Grantee on its list of contractors barred from entering into any contract with the ODCP and immediately terminate all other existing contracts between the ODCP and the Grantee. The Grantee shall cooperate in good faith with the ODCP and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement provider.
- f. The ODCP shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates; any costs incurred by Grantee in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract; any taxes Grantee may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- g The ODCP reserves all administrative, contractual and legal remedies which are available in the event that the Grantee violates or breaches the terms of this contract.

54. Indemnification.

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

- a. Any violation of this contract.
- b. Any negligent, intentional, or wrongful act or omission of the Grantee, its officers, employees, agents, board members, contractors or subcontractors, or any other person in connection with this project.
- c. Any infringement of any patent, trademark, trade dress, trade secret, copyright, or other intellectual property right.
- d. The Grantee's performance or attempted performance of this contract.
- e. Any failure by the Grantee to comply with all Federal, State, and local laws and regulations.
- f. Any failure by the Grantee to make all reports, payments, and withholdings required by Federal and State law with respect to social security, employee income, and other taxes, fees, or costs required by the Grantee to conduct business in the State of Iowa.

- g. The death, bodily injury or damage to property of any enrollee, agent, employee, business invitee or business visitor of the Grantee or any of its subcontractors.
- h. Any failure by the Grantee to adhere to the confidentiality provisions of this contract.

55. Warranties.

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

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

56. Status of Grantee.

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

57. Choice of Law and Forum.

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

58. Immunity from Liability.

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

59. Compliance with Iowa Code chapter 8F.

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Grantee certifies it will comply with the requirements of the Iowa Code chapter 8F. The Grantee shall forward

any compliance documentation, including but not limited to certifications, and any compliance documentation received from subcontractors by the Grantee to the ODCP.

60. Enhancement of Contractor Employee Whistleblower Protections.

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

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

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

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

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

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

61. Ownership of Deliverables.

Ownership and Assignment of Other Deliverables. The Grantee agrees that the State and the ODCP shall become the sole and exclusive owners of all Deliverables. Grantee hereby irrevocably assigns, transfers and conveys to the State and the ODCP all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Grantee represents and warrants that the State and the ODCP shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Grantee or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Grantee. The Grantee (and Grantee’s employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to

the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the ODCP and the payment of such royalties or other compensation as the ODCP deems appropriate. Unless otherwise requested by ODCP, upon completion or termination of this Contract, Grantee will immediately turn over to ODCP all Deliverables not previously delivered to the ODCP, and no copies thereof shall be retained by Grantee or its employees, agents, subcontractors or affiliates, without the prior written consent of the ODCP. To the extent any of Grantee's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Grantee hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

62. Confidentiality, IT Standards, and Security.

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

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

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

b. The Grantee will take all precautions and actions necessary to: (i) prevent unauthorized access to the ODCP's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the ODCP's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Grantee agrees that it will not

copy, reproduce, transmit, or remove any ODCP (or State) information or data without the prior written consent of the ODCP. Grantee agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the ODCP or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Grantee or Grantee's employees, agents and subcontractors. Breaches of security include, but are not limited to:

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

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

63. Qualifications of Staff.

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

64. State Agencies and Iowa Regent Institutions.

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

- a) Section 54 (Indemnification) and Section 56 (Status of Grantee) shall be of no force and effect.
- b) Section 55 (Warranties) shall be modified to delete the phrase "and warrants" each time said phrase is mentioned. Additionally, the following sentence shall be deleted from 51(b): "In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section."
- c) Section 61 (Ownership of Deliverables) shall be modified to add the following sentence: The ODCP and State agree to provide to Grantee a non-exclusive, royalty-free license to use the Deliverables for its own research and educational purposes, for the purpose of complying with this Grant, and for any purpose authorized or required by federal or state law.

Revised November 28, 2023

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

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

(Legal Applicant – Print or Type)

(Signature Legal Applicant) (Date)

Nicholas Hochberger

(Program/Project Director – Print or Type)

(Signature Program/Project Director) (Date)

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

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

(Signature Contracting Agency)

(Date)

Iowa Office of Drug Control Policy
CERTIFIED ASSURANCES

NON-SUPPLANTING

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

MATCHING FUNDS

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

RECORD KEEPING

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

REPORTING

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

FINANCIAL AND ADMINISTRATIVE GUIDE

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

COMPLIANCE WITH FEDERAL PROCEDURES

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

DUNS/SAM Registration:

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

Recipient Integrity and Performance

The grantee assures that it will comply with any and all applicable requirements regarding reporting of

Iowa Office of Drug Control Policy

information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

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

CERTIFICATION

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

Signature - Project Director

Signature - Legal Applicant

Date

Date

Iowa Office of Drug Control Policy

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person: Paul H. Fitzgerald

2. Title/Address: Story County Sheriff

1315 S B Avenue Nevada, Iowa 50201

3. Telephone Number: 515-382-6566

4. Number of persons employed by the agency responsible for administering this grant:
94.00

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

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

(Sub-Recipient)

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Lisa Heddens

Name of Organization

Story County

1315 S B Avenue Nevada, Iowa 50201

Address of Organization

Iowa Office of Drug Control Policy

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

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

Iowa Office of Drug Control Policy

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

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

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

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

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

Story County

Lisa Heddens, Chairperson Story County Board of Supervisors

Lisa Heddens

Organization Name

Name and Title of Authorized Representative

Signature

Date

Iowa Office of Drug Control Policy

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Story County Sheriff's Office- 1315 S B Avenue Nevada, Iowa 50201

Name and Address of Organization

Name of Authorized Individual

Signature and Date



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Patrick Shehan, Special Projects Ranger
Date: June 11, 2024
Re: Consideration of Change Order No. 1 for Heart of Iowa Nature Trail Paving Project Phases 3a/3b For \$56,725.10 From Howrey Construction, Inc. And Authorize Michael Cox, Conservation Director, to Sign Change Order Electronically.

The attached Change Order modifies the contract with Howrey Construction, Inc. for removal of downed trees from the May 21, 2024 tornado. This additional work is a direct result of the damage generated by the tornado and is required as the project site is inaccessible due to these damages.

Funds for this Change Order are available in the Energy Transfer Fund.

The Conservation Board recommends your approval.


Approval

Disapproval

6-11-24
Date

Date

Story County Conservation Board - Iowa

Change Order Details

85-C085-171

Description TAP-R-C085(171)--8T-85, Acct ID- 39836, TAP-R-C085(177)--8T-85, Acct ID- 39837, Letting Date- December 19, 2023

Prime Contractor HOWREY CONSTRUCTION, INC.

Change Order 1

Status Approved

Date Created 06/05/2024

Type Significant - Federal-aid Participating

Summary CO 01

Change Order Description

A tornado passed through the (171) project site on 5-21-2024. Governor Kim Reynolds declared a state of emergency in Story County on 5-24-2024. The area impacted extends from Station 200+00 to Station 246+00. Due to the extent of the damage and existing site topography portions of this range were inaccessible to ground crews. The County used a drone to fly the site and make a recording of the damage. The attached photos are still photos from that footage. Field observations and drone footage were used to establish the reported range of impacted areas as well as the restoration widths. A - Description of change to be Made. B - Reason for change C - Settlement for cost(s) D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification)

Awarded Project Amount \$1,073,795.75

Authorized Project Amount \$1,073,795.75

Change Order Amount \$56,725.10

Revised Project Amount \$1,130,520.85

APPROVED **DENIED**
Board Member Initials: AKH
Meeting Date: 6-11-24
Follow-up action: _____

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
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Section: 0001 - TAP-R-C085(171)--8T-85, Aect ID- 39836, PCC SIDEWALK/TRAIL ITEMS

0010	2101-0850001	ACRE	\$2,625.000	2.400	\$6,300.00	-1.160	-\$3,045.00	1.240	\$3,255.00
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CLEARING AND GRUBBING

Reason: A - Clearing and Grubbing - From Station 200+00 to Station 246+00 Clearing and grubbing to be performed under item 8001. Scope to be removed from this bid item includes quantity includes forestry mowing 5' widths on either side of the existing trail as well as expanded clearing from Station 218+00 to Station 228+00. B - Tornado damage prohibits access to the project site. Refer to attached photos. C - At contract unit prices. D - At contract unit prices.

Funding Details

85-C085-171-CAT-1	85-C085-171-CAT-1	85-C085-171	2.400	\$6,300.00	-1.160	-\$3,045.00	1.240	\$3,255.00
	85-C085-171-CAT-2	NON-PARTICIPATING	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	85-C085-177-CAT-1	85-C085-177	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	85-C085-177-CAT-2	NON-PARTICIPATING	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0310	2601-2634105	ACRE	\$1,325.000	3.400	\$4,505.00	1.000	\$1,325.00	4.400	\$5,830.00
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MULCHING, BONDED FIBER MATRIX

Reason: A - Install mulch in areas disturbed by clearing and grubbing work outside of per plan grading limits. B - Tornado damage prohibits access to the project site. Refer to attached photos. C - At contract unit prices. Quantity does not exceed 125%. D - At contract unit prices. Quantity does not exceed 125%.

Funding Details

85-C085-171-CAT-1	85-C085-171-CAT-1	85-C085-171	3.400	\$4,505.00	1.000	\$1,325.00	4.400	\$5,830.00
	85-C085-171-CAT-2	NON-PARTICIPATING	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	85-C085-177-CAT-1	85-C085-177	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price		Current		Change		Revised	
			Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
		85-C085-177-CAT-2 NON-PARTICIPATING	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0320	2601-2636043	ACRE	1.700	\$3,100.00	1.000	\$3,100.00	2.700	\$8,370.00	2.700	\$8,370.00

SEEDING AND FERTILIZING (RURAL)

Reason: A - Install seed in areas disturbed by clearing and grubbing work outside of per plan grading limits. B - Tornado damage prohibits access to the project site. Refer to attached photos. C - Contractor agreed to maintain as bid contract unit price beyond 125% for the quantity shown in this change order. D - Contractor agreed to maintain as bid contract unit price beyond 125% for the quantity shown in this change order.

Funding Details

85-C085-171-CAT-1 85-C085-171-CAT-1 85-C085-171	1.700	\$5,270.00	1.000	\$3,100.00	2.700	\$8,370.00
85-C085-171-CAT-2 NON-PARTICIPATING	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
85-C085-177-CAT-1 85-C085-177-CAT-1 85-C085-177	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
85-C085-177-CAT-2 NON-PARTICIPATING	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
2602-0010010 EACH	5.000	\$3,000.00	1.000	\$600.00	6.000	\$3,600.00

MOBILIZATIONS, EROSION CONTROL

Reason: A - An additional erosion control mobilization will be required to stabilize the area after clearing and grubbing has been competed and earth moving activities outside of the as bid project limits ceases. B - An additional erosion control mobilization will be required to stabilize the area after clearing and grubbing has been competed and earth moving activities outside of the as bid project limits ceases. C - At contract unit prices. D - At contract unit prices.

Funding Details

85-C085-171-CAT-1 85-C085-171-CAT-1 85-C085-171	5.000	\$3,000.00	1.000	\$600.00	6.000	\$3,600.00
85-C085-171-CAT-2 NON-PARTICIPATING	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
85-C085-177-CAT-1 85-C085-177-CAT-1 85-C085-177	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
85-C085-177-CAT-2 NON-PARTICIPATING	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current	Change	Revised	
				Quantity	Amount	Quantity	Amount
4 items		Totals		\$19,075.00	\$1,980.00		\$21,055.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 0001 - TAP-R-C085(171)--8T-85, Acct ID- 39836, PCC SIDEWALK/TRAIL ITEMS					
0710	2101-0850001	ACRE	3.700	\$14,573.000	\$53,920.10
CLEAR+GRUBB					

Reason: A - Provide all material, labor, and equipment needed to clear and grub the trees and vegetation impacted by the tornado as shown in the revised B and D sheets. The quantity included below represents an area spanning from Station 200+00 to Station 246+00 with clean up widths 15' north and 20' south of the existing trail centerline, this constitutes the change order area. The quantity includes the clearing and grubbing of trees that stem from inside this change order area that have fallen over or have exposed root balls, the clearing of trees that stem outside this change order area but have fallen into it, the clearing of trees that stem outside of this change order area and would fall into this change order area pending the removal or failure of adjacent vegetation (assumed to include 20 trees with diameters from 12"-48"), clearing of vegetative material inside the change order area that is suspended in trees when there is no exposed root-ball at the tree base. Item includes forestry mowing 5' widths on either side of the trail and clearing and grubbing from Station 218+00 to Station 228+00 as identified in tab 110-17 and shown on RR.2-3. It is understood that all tree material will be mulched on site, loaded into trucks, hauled off site, and will become the property of the Contractor. B - Tornado damage prohibits access to the project site. Refer to attached photos. C - Provide all material, labor, and equipment to fill each ACRE of clearing and grubbing measured for payment. D - Summary of costs attached to this Change Order. The cost breakdown on equipment, material, and labor appear to be fair and reasonable. This price includes a 10% mark up on subcontracted work items by the prime contractor.

Funding Details			
85-C085-177-CAT-1 85-C085-177-CAT-1 85-C085-177	3.700	\$14,573.000	\$53,920.10
2601-2638352	250.000	\$3.300	\$825.00
SLOPE PROTECTION, WOOD EXCELSIOR MAT			

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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Reason: A - Install slope protection in areas disturbed by clearing and grubbing work outside of per plan grading limits, as directed by the Engineer. B - Tornado damage prohibits access to the project site. Refer to attached photos. C - Provide all material, labor, and equipment to fill each SQUARE of seeding measured for payment. D - Summary of costs attached to this Change Order. The cost breakdown on equipment, material, and labor appear to be fair and reasonable.

Funding Details					
	85-C085-177-CAT-1 85-C085-177-CAT-1 85-C085-177		250.000	\$3.300	\$825.00
2 items					Total: \$54,745.10

Funding Summary

Fund Package	Original Amount	Authorized Amount	Authorized Change	Revised Amount
85-C085-177-CAT-1 85-C085-177-CAT-1 85-C085-177	\$405,407.25	\$405,407.25	\$54,745.10	\$460,152.35
85-C085-177-CAT-2 NON-PARTICIPATING	\$0.00	\$0.00	\$0.00	\$0.00
85-C085-171-CAT-1 85-C085-171-CAT-1 85-C085-171	\$668,388.50	\$668,388.50	\$1,980.00	\$670,368.50
85-C085-171-CAT-2 NON-PARTICIPATING	\$0.00	\$0.00	\$0.00	\$0.00
4 fund packages	\$1,073,795.75	\$1,073,795.75	\$56,725.10	\$1,130,520.85



**STORY COUNTY
CONSERVATION**

Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Sara Carmichael, Watershed Coordinator

Date: June 11, 2024

Re: Consideration of Cooperative Agreement Between Prairie Rivers of Iowa RC&D and Story County Conservation From July 1, 2024 to June 30, 2025 for Water Quality Monitoring Services for \$32,000.00

The attached Agreement with Prairie Rivers of Iowa RC&D secures their services for conducting water quality monitoring and outreach throughout the county in FY25. This agreement is a continuation of work commenced in 2020. The Watershed Assessment Implementation Plan calls for establishment of a water quality monitoring program as a high priority. The program includes outreach, citizen science water quality monitoring, and laboratory monitoring. Current partners include: Story County Community Foundation, Leopold Center for Sustainable Agriculture, City of Ames, City of Gilbert, City of Nevada, Isaak Walton League, and Prairie Rivers of Iowa.

This agreement calls for Story County to reimburse Prairie Rivers up to \$32,000 for their services. This funding is included in the FY25 budget.

The Conservation Board urges your approval.


Approval

Disapproval

20-11-24

Date

Date



**COOPERATIVE AGREEMENT
BETWEEN
STORY COUNTY CONSERVATION
AND
PRAIRIE RIVERS OF IOWA RC&D**

This Agreement is made effective on July 1, 2024 by and between Story County Conservation 56461 180th Street, Ames, IA 50010-9451, hereinafter referred to as 'SCC', and Prairie Rivers of Iowa RC&D, 3116 So. Duff Avenue, Suite 201, Ames, Iowa 50010. Prairie Rivers of Iowa RC&D is hereinafter referred to as the 'PRI' for this agreement.

The parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. Description of Services

PRI will work with Story County Conservation to implement the 10-year Story County-wide water monitoring plan. The work will include:

- Monthly monitoring activities including sampling, data collection, interpretation, and reporting of at least 15 sites in Story County.
- Oversee two snapshots in 2024/2025, one in October and one in May. Activities involve signing up 20 volunteers to monitor up to 45 sites for nitrate, orthophosphate, pH, chloride, transparency and dissolved oxygen.
- Facilitating the water monitoring planning team during their meetings and then in their small group meetings.
- Continue to expand community support of the 10 year plan by adding two new communities with representation to the planning team.
- Public relation and communication activities exploring the challenges and promoting successes through monthly social media posts, at least six website/blog stories, multiple radio and newspaper promotions of activities about the water monitoring program, and identifying ways for the public to get involved.
- Coordinate with all water monitoring planning team partners for at least two activities during Watershed Awareness Month.
- A mid-year and final report presentation to the Story County Conservation Board.
- A yearly report published in March of 2025 will review all activities and trends identified during the year.
- And other activities that arise to support the ten year water monitoring implementation plan.

B. Scope of Work Timeline

This contract is in effect from the date of signing through June 30, 2025.

C. Reimbursement

These services will be invoiced and reimbursed for a total of \$32,000. No greater amount shall be paid without a signed written amendment.

D. Suspension/Termination

Either party may terminate this Agreement by giving written notice to the other, at least 30 days before the effective date of termination. Either party may suspend this agreement. Notification of suspension shall be in writing. In the event of termination by either party, PRI will be paid for compliant services through the date of termination.

E. Entire Agreement

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written.

F. Amendment

This Agreement may be modified or amended by written order with mutual agreement by both parties.

G. Applicable Laws

The terms and provisions of this Agreement are to be construed in accordance with the State of Iowa and applicable Federal laws, and the Contractor agrees to perform obligations under this Agreement in accordance with said laws including applicable audit requirements.

H. Independent Contractor Status

PRI agrees that the relationship between PRI and SCC is that of an independent contractor for employment tax purposes. PRI shall be solely responsible for all taxes relating to payments made under this agreement.

I. Laws

This agreement is governed by the law of the State of Iowa with venue in Story County District Court.

J. Assignment

This agreement may not be assigned or transferred by PRI without the prior written consent of the AMES.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate and each copy shall constitute an executed counterpart original.

PRAIRIE RIVERS OF IOWA RC&D

By: Reed Riskedahl
Reed Riskedahl, PRI Board Chair

Date: June 4, 2024

STORY COUNTY CONSERVATION BOARD

By: [Signature]

Date: 6-11-24

STORY COUNTY BOARD OF SUPERVISORS

By: [Signature]

Date: 6-11-24



Planning and Development Department
 Administration Building
 900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245
www.storycountyiowa.gov

June 6, 2024

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP CFM
RE: Discussion and Direction on Amendment with the Colo-NESCO School District ARPA Agreement
DATE: June 6, 2024

On April 30, 2024, representatives from Colo-NESCO School District and YSS requested the Board of Supervisors consider modifying the approved project funded through ARPA funds as outlined in the information below. Staff was directed to make such noted changes.

The request was to revise the budget as demonstrated below:

Item	Awarded Amount	Proposed Modifications
1.0 Personnel	\$28,000	\$35,000
2.0 Items for Child Care Facility	\$15,000	\$15,000
3.0 Scholarships for families	\$7,000	---
TOTALS	\$50,000.00	\$50,000.00

In addition, the following section was proposed to be modified as indicated.

2. DISBURSEMENT OF FUNDS

The County will pay Grantee an amount not to exceed \$50,000. ~~The funds will be disbursed in one lump sum payment of \$50,000.~~ Grant funds will be disbursed based on reimbursement of expenses.

Following the Board meeting, an additional question/request was brought up, requiring action by the Board as well. That question is whether the budget could be aligned as follows rather than as presented at the April 30, 2024 meeting.

Item	Awarded Amount	Proposed Modifications
1.0 Personnel	\$28,000	<u>\$45,000</u>
2.0 Items for Child Care Facility	\$15,000	<u>\$5,000</u>
3.0 Scholarships for families	\$7,000	---
TOTALS	\$50,000.00	\$50,000.00

If the Board supports this new approach, staff will draft an amendment to the agreement and forward to the subrecipient for signature.

Please let us know if there are questions.

