

The Board of Supervisors met on 5/27/25 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal, with Heddens presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov); any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

**ADOPTION OF AGENDA:** Murken moved, Faisal seconded adopting the agenda as listed. Motion carried unanimously (MCU) on a roll call vote.

**MINUTES:** 5/13/25 Minutes and 5/20/25 Minutes – Faisal moved, Murken seconded approving 5/13/25 Minutes and 5/20/25 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 6/2/25, in Facilities Management for Ryan Fitzgerald @ \$23.64/hr; 2) pay adjustment, effective 5/18/25 in a) Veterans Affairs for Zachary Skelton @ \$2,950.08/bw; effective 6/1/25, a) Attorney's Office for Samantha Betz @ \$29.53/hr; b) Board of Supervisors for Crystal Davis @ \$3,594.39/bw; c) Planning and Development for Marcus Amman @ \$2,807.93/bw; d) Sheriff's Office for Levi Hansen @ \$3,519.98/bw; e) Treasurer's Office for Kasey Wirtz @ \$27.42/hr; effective 6/15/25 in a) Sheriff's Office for Andrew Boeckman @ \$3,812.93/bw; Jerri Levri @ \$2,733.60/bw; Anthony Rhoad @ \$3,893.30/bw; Diane Stoeffler @ \$2,548.00/bw; b) Treasurer's Office for Ardy Baldwin @ \$40.00/lump sum. Murken moved, Faisal seconded approving the Personnel Actions as listed. Roll call vote. (MCU)

Faisal moved, Murken seconded approving the Consent Agenda as listed.

1. Service Agreement between ThinkLite Air and Story County for air quality monitoring in the Sheriff's Office Dispatch Center, effective 5/27/25-5/26/27, for \$6,002.00 (unbudgeted)
2. Setting the Bid Opening for 6/3/25 at 10:00 a.m. in the Board Room of the Story County Administration Building for HMA Pavement, Grade and New, on 510<sup>th</sup> Avenue from Prairie Ridge Drive north 0.2 Miles (L-F17-73-85)
3. Renewal and Support Fees between Story County and CDW-Government for anti-virus software, effective 7/26/25-7/25/26, for \$16,174.00
4. Final Pay Voucher for Manatt's, Inc for HMA Resurfacing Project # FM-C085(179)--55-85
5. Final Pay Voucher for Manatt's, Inc for HMA Resurfacing Project # STP-S-C085(178)--5E-85
6. Amendment to the FY25 Governor's Traffic Safety Bureau (GTSB) Grant, reallocating \$1,500.00 from Training-Related Travel to Directed Overtime for General Enforcement
7. License Fees between Story County and RoseRush Services, LLC for annual software licensing, support, and upgrades for the Animal Shelter, effective 6/1/25-5/31/26, for \$1,895.00
8. Acknowledgement of the following unbudgeted purchases over \$5,000.00 by the Sheriff's Office: Dive Team – navigational package (\$16,954.00), 4K camera (\$3,600.00), remotely-operated vehicle (ROV) batteries (\$1,725.00); Unmanned Aircraft Systems (UAS) Team – Matrice 4 Drone (\$9,342.00); Emergency Response Team (ERT) – body armor plates (\$7,611.03)
9. FY26 Provider and Program Participation Agreement with Ames Community Preschool Center (ACPC), effective 7/1/25-6/30/26: Day Care-Infant (not to exceed \$10,000.00) \$84.49/full day; Day Care-Children (not to exceed \$29,235.00) \$69.13/full day; Day Care-School Age (not to exceed \$5,209.00) \$17.79/partial day
10. FY26 Provider and Program Participation Agreement with Childserve Community Options, Inc., effective 7/1/25-6/30/26: Day Care-Infant (not to exceed \$5,500.00) \$59.09/full day; Day Care-Children (not to exceed \$5,500.00) \$58.45/full day
11. FY26 Provider and Program Participation Agreement with Heartland Senior Services, doing business as Heartland of Story County, effective 7/1/25-6/30/26: Home Delivered Meals (not to exceed \$43,363.00) \$10.28/meal; Emergency Assistance for Basic Needs-Senior Food Program (not to exceed \$1,819.00) \$14.86/client contact; Day Care-Adults (not to exceed \$21,550.00) \$73.76/client day; Service Coordination-Outreach (not to exceed \$52,600.00) \$146.86/client hour; Home Delivered Meals Local Option (not to exceed \$721.00) 10.28/meal; Service Coordination-Outreach Local Option (not to exceed \$810.00) \$146.86/client hour; Day Care-Adults Local Option (not to exceed \$309.00) \$73.76/client day
12. FY26 Provider and Program Participation Agreement with Legal Aid Society of Story County, effective 7/1/25-6/30/26: Legal Aid-Civil (not to exceed \$189,522.00) \$175.56/staff hour; Legal Aid-Civil Local Option (not to exceed \$12,190.00) \$175.56/staff hour
13. FY26 Provider and Program Participation Agreement with Lutheran Services in Iowa (LSI), effective 7/1/25-6/30/26: Clothing, Furnishing, and Other Assistance-Healthy Opportunities for Parents to Experience Success (HOPES) Village (not to exceed \$6,133.00) \$462.72/client contact; Crisis Intervention-Crisis ChildCare (not to exceed \$2,192.00) \$2,069.00/contact
14. FY26 Provider and Program Participation Agreement with Mid-Iowa Community Action (MICA), effective 7/1/25-6/30/26: Emergency Assistance for Basic Needs-Food Pantry (not to exceed \$14,000.00) \$16.42/client contact
15. FY26 Provider and Program Participation Agreement with Primary Health Care, effective 7/1/25-6/30/26: Community Clinics-Dental Clinic (not to exceed \$14,500.00) \$274.61/clinic hour; Community Clinics-Pediatrics, Obstetrics and Gynecology, and Behavioral Health (not to exceed \$4,606.00) \$269.31/clinic hour; Service Coordination-Dental Navigator (not to exceed \$2,545.00) \$38.19/client hour
16. FY26 Provider and Program Participation Agreement with Raising Readers in Story County, effective 7/1/25-6/30/26: Out of School Program (not to exceed \$7,036.00) \$185.68/partial day (three hours); Family Development/Education (not to exceed \$5,729.00) \$172.74/client hour; Public Education/Awareness (not to exceed \$5,069.00) \$168.84/staff hour

17. FY26 Provider and Program Participation Agreement with University Community Childcare, effective 7/1/25-6/30/26: Day Care-Infant (not to exceed \$18,099.00) \$115.41/full day; Day Care-Children (not to exceed \$13,523.00) \$69.74/full day
18. Request from Heartland Senior Services, doing business as Heartland of Story County, to transfer \$42,000 of FY25 contract funds from Service Coordination/Outreach to Adult Day Center
19. Utility Permit #25-8279

Roll call vote. (MCU)

**SECOND CONSIDERATION OF ORDINANCE NO. 324, AMENDING CHAPTER 85, GENERAL PROVISIONS AND DEFINITIONS AND CHAPTER 90, CONDITIONAL USES OF THE STORY COUNTY CODE OF ORDINANCES – LAND DEVELOPMENT REGULATIONS FOR A TEXT AMENDMENT TO ALLOW CABINS AS ACCESSORY USES TO GOLF COURSE CONDITIONAL USES IN THE A-1 ZONING DISTRICT:** Marcus Amman, Senior Planner, Planning and Development, stated this is the Second Consideration of the text amendment. No additional public comments have been received. Heddens opened the public hearing at 10:02 a.m., and, hearing none, she closed the public hearing at 10:02 a.m. Murken queried the Board if there was any objection of waiving Third Consideration. Murken moved, Faisal seconded approving on Second Consideration, Ordinance No. 324, Amending Chapter 85, and Chapter 90, and Land Development Regulations and waiving Third Consideration. Roll call vote. (MCU)

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

Murken moved, Faisal seconded to adjourn at 10:06 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda  
Administration Building, 900 6th St., Nevada, IA  
5/27/25

1. SPECIAL NOTE TO THE PUBLIC: (3) - 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/84068041164?  
PWD=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1](https://us02web.zoom.us/j/84068041164?pwd=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1)

Passcode: 751099

Or One tap mobile:

+13017158592,,84068041164# US (Washington DC)

+13052241968,,84068041164# US

Or join by phone:

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

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or  
+1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507  
473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000  
or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 840 6804 1164

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. CONSIDERATION OF MINUTES:
  - I. 5/13/25 Minutes & 5/20/25 Minutes  
  
Department Submitting Auditor
7. CONSIDERATION OF PERSONNEL ACTIONS:
  - I. Action Forms
    - 1) new hire, effective 6/2/25, in Facilities Management for Ryan Fitzgerald @ \$23.64/hr; 2) pay adjustment, effective 5/18/25 in a) Veteran's Affairs for Zachary

Skelton @ \$2,950.08/bw; effective 6/1/25, a) Attorney's Office for Samantha Betz @ \$29.53/hr; b) Board of Supervisors for Crystal Davis @ \$3,594.39/bw; c) Planning and Development for Marcus Amman @ \$2,807.93/bw; d) Sheriff's Office for Levi Hansen @ \$3,519.98/bw; e) Treasurer's Office for Kasey Wirtz @ \$27.42/hr; effective 6/15/25 in a) Sheriff's Office for Andrew Boeckman @ \$3,812.93/bw; Jerri Levri @ \$2,733.60/bw; Anthony Rhoad @ \$3,893.30/bw; Diane Stoeffler @ \$2,548.00/bw; b) Treasurer's Office for Ardy Baldwin @ \$40.00/lump sum

Department Submitting HR

8. CONSENT AGENDA:

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

- I. Acknowledgement Of Sheriff's Office Purchase Over \$5,000 Unbudgeted-Service Agreement Between ThinkLite Air And Story County Effective 5/27/25 - 5/26/27 For \$6,002.00

(confidential)

Department Submitting Sheriff

Documents:

ACKNOWLEDGMENT.PDF

- II. Consideration For Setting The Bid Opening For June 3, 2025, At 10:00 AM In The Board Room At The Story County Administration Building For HMA Pavement - Grade And New, On 510th Ave., From Prairie Ridge Dr. N 0.2 Miles (L-F17-73-85)

Department Submitting Engineer

- III. Consideration Of Renewal And Support Fees Between Story County And CDW Government For Anti-Virus Software Effective 7/26/25 - 7/25/26 For \$16,174.00

Department Submitting Information Technology

Documents:

CDWG ANTI VIRUS.PDF

- IV. Consideration Of Final Pay Voucher For Manatt's, Inc For HMA Resurfacing Project # FM-C085(179)-55-85

Department Submitting Engineer

Documents:

FPV MANATTS.PDF

- V. Consideration Of Final Pay Voucher For Manatt's, Inc For HMA Resurfacing Project # STP-S-C085(178)-5E-85

Department Submitting Engineer

Documents:

FPV 178 MANATTS.PDF

VI. Consideration Of Amendment To The GTSB FY25 Grant Reallocating \$1,500 Funds From Training Related Travel To Directed Overtime For General Enforcement

Department Submitting Sheriff

Documents:

GTSB AMENDMENT FY25.PDF

VII. Consideration Of License Fees Between Story County And RoseRush Services, LLC For Annual Software Licensing, Support, And Upgrades Effective 6/1/25 - 5/31/26 For \$1,895.00

Department Submitting Information Technology

Documents:

ROSERUSH.PDF

VIII. Acknowledgement Of Three Sheriff's Office Purchases Over \$5,000 Unbudgeted

Department Submitting Sheriff

Documents:

ACKNOWLEDGEMENT.PDF

IX. Consideration Of FY26 Provider And Program Participation Agreement With Ames Community Preschool Center Effective 7/1/25-6/30/26;  
Ames Community Preschool Center - Day Care - Infant (Not to exceed \$10,000) 1 Full Day/\$84.49; Day Care - Children (Not to exceed \$29,235) 1 Full Day/\$69.13; Day Care - School Age (Not to exceed \$5,209) 1 Partial Day/\$17.79

Department Submitting Board of Supervisors

Documents:

ACPC FY26.PDF

X. Consideration Of FY26 Provider And Program Participation Agreement With Childserve Community Options, Inc. Effective 7/1/25-6/30/26;  
Childserve Community Options, Inc. - Day Care - Infant (Not to exceed \$5,500) 1 Full Day/\$59.09; Day Care - Children (Not to exceed \$5,500) 1 Full Day/\$58.45

Department Submitting Board of Supervisors

Documents:

CHILDSERVE FY26.PDF

- XI. Consideration Of FY26 Provider And Program Participation Agreement With Heartland Senior Services, DBA Heartland Of Story County Effective 7/1/25-6/30/26;  
Heartland Senior Services, DBA Heartland of Story County - Home Delivered Meals (Not to exceed \$43,363) 1 Meal/\$10.28; Emergency Assistance for Basic Needs - Senior Food Program (Not to exceed \$1,819) 1 Client Contact/\$14.86; Day Care - Adults (Not to exceed \$21,550) 1 Client Day/\$73.76; Service Coordination - Outreach (Not to exceed \$52,600) 1 Client Hour/\$146.86; Home Delivered Meals Local Option (Not to exceed \$721) 1 Meal/\$10.28; Service Coordination - Outreach Local Option (Not to exceed \$810) 1 Client Hour/\$146.86; Day Care - Adults Local Option (Not to exceed \$309) 1 Client Day/\$73.76

Department Submitting Board of Supervisors

Documents:

HEARTLAND FY26.PDF

- XII. Consideration Of FY26 Provider And Program Participation Agreement With Legal Aid Society Of Story County Effective 7/1/25-6/30/26;  
Legal Aid Society of Story County - Legal Aid - Civil (Not to exceed \$189,522) 1 Staff Hour/\$175.56; Legal Aid - Civil Local Option (Not to exceed \$12,190) 1 Staff Hour/\$175.56

Department Submitting Board of Supervisors

Documents:

LEGAID FY26.PDF

- XIII. Consideration Of FY26 Provider And Program Participation Agreement With Lutheran Services In Iowa Effective 7/1/25-6/30/26;  
Lutheran Services in Iowa - Clothing, Furnishing, and Other Assistance - HOPES Village (Not to exceed \$6,133) 1 Client Contact/\$462.72; Crisis Intervention - Crisis ChildCare (Not to exceed \$2,192) 1 Contact/\$2,069.00

Department Submitting Board of Supervisors

Documents:

LSI FY26.PDF

- XIV. Consideration Of FY26 Provider And Program Participation Agreement With Mid-Iowa Community Action Effective 7/1/25-6/30/26;  
Mid-Iowa Community Action - Emergency Assistance for Basic Needs - Food Pantry (Not to exceed \$14,000) 1 Client Contact/\$16.42

Department Submitting Board of Supervisors

Documents:

MICA FY26.PDF

- XV. Consideration Of FY26 Provider And Program Participation Agreement With Primary Health Care Effective 7/1/25-6/30/26;  
Primary Health Care - Community Clinics - Dental Clinic (Not to exceed \$14,500) 1 Clinic Hour/\$274.61; Community Clinics - Pediatrics, OB/GYN & Behavioral Health (Not to exceed \$4,606) 1 Clinic Hour/\$269.31; Service Coordination - Dental Navigator (Not to exceed \$2,545) 1 Client Hour/\$38.19

Department Submitting Board of Supervisors

Documents:

PHC FY26.PDF

- XVI. Consideration Of FY26 Provider And Program Participation Agreement With Raising Readers In Story County Effective 7/1/25-6/30/26;  
Raising Readers in Story County - Out of School Program (Not to exceed \$7,036) 1 Partial Day (3 hours)/\$185.68; Family Development/Education (Not to exceed \$5,729) 1 Client Hour/\$172.74; Public Education/Awareness (Not to exceed \$5,069) 1 Staff Hour/\$168.84

Department Submitting Board of Supervisors

Documents:

RAISINGREAD FY26.PDF

- XVII. Consideration Of FY26 Provider And Program Participation Agreement With University Community Childcare Effective 7/1/25-6/30/26;  
University Community Childcare - Day Care - Infant (Not to exceed \$18,099) 1 Full Day/\$115.41; Day Care - Children (Not to exceed \$13,523) 1 Full Day/\$69.74

Department Submitting Board of Supervisors

Documents:

UCC FY26.PDF

- XVIII. Consideration Of Request From Heartland Senior Services DBA Heartland Of Story County To Transfer \$42,000 From Service Coordination/Outreach To Adult Day Center FY25 Contract

Department Submitting Board of Supervisors

Documents:

HEARTLAND AMEND FY25.PDF

XIX. Consideration Of Utility Permit #25-8279

Department Submitting Engineer

Documents:

UT 25 8279.PDF

9. PUBLIC HEARING ITEMS:

- I. Second Consideration Of Ordinance No. 324, Amending Chapter 85, General Provisions And Definitions And Chapter 90, Conditional Uses Of The Story County Code Of Ordinances – Land Development Regulations For A Text Amendment To Allow Cabins As Accessory Uses To Golf Course Conditional Uses In The A-1 Zoning District - Marcus Amman

Department Submitting Planning and Development

Documents:

ORDINANCE NO 324.PDF  
SECOND STAFF REPORT BOS.PDF  
APPLICANT NARRATIVE.PDF  
APPLICANT PROPOSED AMENDMENT MARKUP.PDF

10. UPCOMING AGENDA ITEMS:

11. 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.

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

13. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

5/27/25

NAME

Crystal D. Davis

Deb Schindler

Nic Briseño

Sandra P

Constantinos Dahl

AGENCY

BOS

Heartland Story Co.

Sheriff's Office

BOS

Sheriff's Office



# Sheriff's Office



Story County  
PAUL H. FITZGERALD, Sheriff

Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • 1315 S. B Ave. Nevada, Iowa 50201

To: Board of Supervisors  
 Lisa Heddens  
 Latifah Faisal  
 Linda Murken

From: Sheriff Paul H. Fitzgerald

Date: May 19, 2025

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

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This memo serves as an acknowledgement for the unbudgeted purchase of an air quality monitor and purification system to be used in the Story County Sheriff's Office Dispatch Center. Due to the close quarters within the dispatch center, and the current air filtration system, facilities management will install the system. The system will be able to report the different impurities in the air, as well as the air quality at any given time. The total cost of the system with a two-year contract is \$6,002.00

This purchase will be made out of the Sheriff's Office general fund FY24/25 budget.

**APPROVED**

**DENIED**

Board Member Initials: AKH

Meeting Date: 5-27-25

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

\_\_\_\_\_

\_\_\_\_\_

Prepared for Story County Sheriff's Office by Craig Behenna

ThinkLite<sup>®</sup>Air



## TL Flair IAQ Monitor

The smart indoor air quality monitor designed for healthy and energy efficient commercial applications



## Billing:

Story County Sheriff's Office  
1315 S B Ave, Nevada, IA 50201  
ATTN: Nicolas Briseño

## Shipping:

Story County Sheriff's Office  
1315 S B Ave, Nevada, IA 50201  
ATTN: Nicolas Briseño

Name	Unit price	Qty	Frequency	Amount
Flair IAQ Monitor V2.0 - Units come pre-installed with PM/PC 0.1-10, TVOC, Relative Humidity, Temperature, CO2, Ozone sensors.*	\$2,719.00	1	2 Year(s)	\$2,719.00
Purilux Pro v1.2   2'x2' - The Purilux Pro is a smart 2'x2' high-efficient LED fixture and air purifier.	\$1,489.00	2	One time	\$2,978.00
Shipping Fee - Pricing for standard delivery to customer loading dock/receiving.	\$305.00	1	One time	\$305.00

\*TL Flair Air Monitor units require an active software subscription. Refer to the attached subscription agreement (Addendum A) for details.

**Total: \$6,002.00\***

**\*Sales Tax Not Included**

**\*\*Installation Not Included**

**ThinkLite<sup>®</sup>Air**



## ThinkLite USA

117 West Central Street, Suite 201  
Natick, MA 001760  
(617) 500-6689

# Addendum A

## TL Flair Hardware & Software Subscription Agreement Plan C

Ref #: 42125

Salesperson: Craig Behenna

Created Date: Thursday, May 15, 2025

This Subscription Agreement (“Subscription Agreement”) is entered into and effective as of the date of the Customer's signature below, between ThinkLite USA with its principal place of business at 117 West Central Street, Suite 201, Natick, MA 01760 (“Company”) and Iowa Department of Public Safety, with its principal place of business at 215 East 7th Street, Des Moines, IA 50319 (“Customer”). This Order Form is governed by the Subscription Agreement Terms and Conditions.

Customer Billing Information	Customer Shipping Information
<b>Company Name:</b> Story County Sheriff's Office	<b>Company Name:</b> Story County Sheriff's Office
<b>Address:</b> 1315 S B Ave, Nevada, IA 50201, USA	<b>Address:</b> 1315 S B Ave, Nevada, IA 50201, USA
<b>Contact:</b> Nicolas Briseño	<b>Contact:</b> Nicolas Briseño
<b>Phone:</b> (515) 382-7477	<b>Phone:</b> (515) 382-7477
<b>Email:</b> NBriseno@storycountyiowa.gov	<b>Email:</b> NBriseno@storycountyiowa.gov

{Services Information page follows}



<b>Services</b>
-----------------

<b>Payment Schedule</b>	<b>Service(s) Ordered</b>	<b>Service Start Date</b>	<b>Price</b>
<b>Per unit ordered, recurring bi-yearly</b>	<b>ThinkLite Air Monitoring Service Includes:</b> <ul style="list-style-type: none"><li>• Access to real time dashboard, reporting, alert system &amp; notifications</li><li>• Maintenance of calibration and sensors</li><li>• Replacement for end of life sensors</li><li>• Upgrades to new versions of air monitoring devices</li></ul>	<b>Service begins upon device commissioning</b>	2 years is included in the attached quote.

**Payment plan:** Bi-yearly, recurring  
**Initial Payment date:** Upon order confirmation  
**Next payment date:** 2 years from setup & commissioning

{Company Information page follows}

Are you Tax Exempt? (Circle One) No  Yes

*If your organization is tax exempt, we require a valid tax exemption certificate from your state. Please email a copy of your certificate to your sales representative. We will not be able to process your order until this certificate has been received.*

Are you a government entity? (Circle One) No  Yes

**P.O. number (if required)**

If your organization requires a P.O. number on invoices issued by Company, please provide the P.O. number below. Failure to provide such information acknowledges that no P.O. number is required and all invoices will be paid in accordance with the Subscription Agreement.

P.O. Number: 28722

**System Manager**

Please provide contact information for the person who will manage your ThinkLite Air system.

Name: Nic Briseno

Email Address: nbriseno@storycountyiowa.gov

{Terms & Conditions page follows}



I agree to subscribe to the services that I have selected on a bi-yearly basis, commencing on the initial subscription date and rate mentioned above, for the selected services. The Customer owns the device in full based on the upfront payment on the attached proposal or quote, and thus, can choose to cancel the subscription service by providing a notice of cancellation in writing to ThinkLite USA within 30 days of the subsequent billing date.

I understand that cancellation of this subscription agreement at any point in time will permanently log me out of all the accounts associated with the TL Flair Device(s) associated with this agreement; both on smartphones/tables and on the browser. I understand I will have no more remote access to the air quality data in my facilities, past, present and future, until future re-activation of the account. I understand that the lifespan of the capsule sensors will no longer be monitored, and once they reach the end of life, the accuracy and integrity of the data capture is no longer acceptable, as declared by ThinkLite, and ThinkLite will not accept any responsibility over the data anymore.

I UNDERSTAND THAT AN ACTIVE SUBSCRIPTION IS REQUIRED IN ORDER TO USE THE SOFTWARE AND HARDWARE AND TO OBTAIN TECHNICAL SUPPORT, INCLUDING, BUT NOT LIMITED TO, ACTIVATION, RE-ACTIVATION AND AUTHORIZED TRANSFER BY LICENSEE OF THE SOFTWARE OR HARDWARE TO ANOTHER FACILITY. Further terms and conditions are contained in the Subscription Agreement Terms and Conditions.

Signed by each Party's authorized representative:

ThinkLite USA

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date

\_\_\_\_\_

Story County

*Lisa K. Heddens*

Signature

*Lisa K. Heddens*

Printed Name

*Lisa K. Heddens*

Date

*5-27-25*

{Payment Information page follows}

## End-User License Agreement

THIS ThinkLite Flair PRODUCT ("PRODUCT") CONTAINS SOFTWARE PROGRAMS, HARDWARE, AND OTHER PROPRIETARY MATERIAL, THE USE OF WHICH IS SUBJECT TO THIS END USER LICENSE AGREEMENT ("AGREEMENT"). BY CLICKING ON THE "ACCEPT" BUTTON, "YOU" (MEANING YOU PERSONALLY OR THE COMPANY YOU REPRESENT AND ON WHOSE BEHALF YOU ARE FULLY AUTHORIZED TO ENTER THIS AGREEMENT) ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS LICENSE SUBSCRIPTION AGREEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON AND THE INSTALLATION PROCESS WILL NOT CONTINUE. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

By entering into this Agreement, or using the Software, Support or service subscription, Company and End Users agree to the ThinkLite Privacy Policy available at <https://www.thinklite.com/air/privacy> and to the collection, processing, copying, backup, storage, transfer and use of the Data by ThinkLite and its service providers, in, from and to the United States, Europe, or other countries or jurisdictions potentially outside of Company's or End Users' own jurisdiction as part of the Software, Support or service subscription. ThinkLite will only collect, process, copy, backup, store, transfer and use Personal Data in accordance with the ThinkLite Privacy Policy.

1. GRANT. Subject to the terms of this Agreement, ThinkLite, LLC ("Company"), the manufacturer of this device, hereby grants you (and only you) a limited, personal, non-sublicensable, non-transferable, non-exclusive license to use the hardware and software in object code format provided or incorporated in a Product ("Software"), solely for your own internal use as installed in the Product in accordance with the applicable Product documentation.
2. RESTRICTIONS. You may not (and agree not to, and not authorize or enable others to), directly or indirectly: (a) copy, distribute, rent, lease, timeshare, operate a service bureau, or otherwise use for the benefit of a third party, the Software and Hardware; (b) disassemble, decompile, attempt to discover the source code or structure, sequence and organization of, or otherwise reverse engineer, the Software and Hardware; (c) remove any proprietary notices from the Software and Hardware, or (d) publish or disclose to any third party any performance or benchmark tests or analyses relating to the Software and Hardware. You understand that Company may modify the Software at any time. You understand that Company reserves the right to update this hardware and its components at any time. You understand that failure to make monthly payments for this program allows Company to revoke access to all software applications, analytics and data to all user accounts associated with this device; allows company to push delinquent notices to software applications and hardware screens as deemed necessary; and allows Company to re-possess the physical devices from their installed sites. You further acknowledge, agree to and are bound by the Privacy Policy published in the Product (as it may be updated from time to time).

3. **SUPPORT AND UPGRADES.** This Agreement does not entitle you to any support, upgrades, patches, enhancements, or fixes for the Software (collectively, "Support"). Any such Support for the Software that may be made available by Company shall become part of the Software and subject to this Agreement.
4. **TITLE.** Company and its suppliers shall exclusively retain all right, title and interest, including without limitation all patent, trademark, trade name and copyright, whether registered or not registered, in and to the Product (including the Software) and related documentation. All Software is licensed and not sold. All hardware is licensed and not sold or leased. Company and its suppliers reserve all rights not expressly granted herein, and no license or other implied rights of any kind are granted or conveyed except for the limited license provided herein.
5. **WARRANTY DISCLAIMER.** Company provides the Hardware and the Software "AS IS" and hereby disclaims all express or implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, performance, accuracy, reliability, and non-infringement. The ability of the physical Product to switch on is guaranteed so long as monthly subscription payments are in good standing. This warranty does not cover damage caused by misuse, abuse, neglect, alterations or unauthorized repair. **NO RESPONSIBILITY IS ASSUMED FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** This disclaimer of warranty constitutes an essential part of this Agreement.
6. **LIMITATION OF LIABILITY.** Under no circumstances and under no legal theory, including, without limitation, tort, contract, strict liability, or otherwise, shall company or its licensors, suppliers or resellers be liable to you or any other person for (a) any indirect, special, incidental, or consequential damages of any character including, without limitation to damages for lost profits, loss of goodwill, work stoppage, accuracy of results, computer failure or malfunction, damages resulting from your use of the product or the software or claims of claimant's customers arising out of the use of this product and software. Company liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement from the hardware or software furnished hereunder shall not exceed the annual total of the monthly subscription of the specific hardware and software unit which gives rise to the claim.
7. **CONFIDENTIALITY AND FEEDBACK.** "Confidential Information" means any non-public information relating to, or derived from, the Product or the Software, technical features and benchmark or performance results. You shall not use or disclose any Confidential Information except as expressly authorized in this Agreement or as required by law or court order and shall protect the Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. You may, in its sole discretion, provide feedback to Company regarding the use,

operation, performance, and functionality of the Product or the Software, including identifying potential errors and improvements (collectively, "Feedback"). You hereby grant to Company a perpetual, irrevocable, worldwide, sublicensable and royalty-free right to use the Feedback in any manner.

8. **TERMINATION.** This Agreement may be terminated by either you or Company pursuant to the terms of the Software and Hardware Subscription Agreement
  
9. **MISCELLANEOUS.** You shall comply with all applicable export laws, restrictions and regulations relating to your use of the Software, and will not export or re-export the Software in violation thereof. This Agreement is personal to you/your organization, and you shall not assign or transfer the Agreement or the Software to any third party under any circumstances; Company may assign or transfer this Agreement without consent. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. Governing Law and exclusive jurisdiction. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and construed solely in accordance with the Laws of Iowa, without reference to principle of conflicts of law. The exclusive jurisdiction for bringing an action or arbitration with respect to this agreement shall be Iowa.
  
10. **UNITED STATES GOVERNMENT USERS.** If a user or licensee of the Software or Hardware is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, or any related documentation of any kind, including technical data or manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The Software and Hardware is commercial software and hardware, and the related documentation is commercial computer software and hardware documentation. The use of the Software and Hardware and related documentation is further restricted in accordance with the terms of this agreement, and any modification hereto.

# ThinkLite Air®

## 5 YEAR LIMITED WARRANTY

ThinkLite Air® warrants that our air monitors, fixtures, ICON air purifiers and lamps will be free from manufacturing defects in materials and workmanship, under normal and proper storage, installation, use and maintenance for a period of five (5) years from the date of purchase. The Flair air quality monitor capsule sensors and the filters used in the light fixtures and ICON air purifiers are warranted for one (1) year, unless otherwise specified in the scope of the project.

Air monitors, sensor capsules, fixtures, ICON air purifiers, and lamps demonstrated to be defective within the warranty period will be repaired or replaced at ThinkLite Air® discretion, at no cost provided the products are installed and operated in accordance with manufacturer's recommendations, and provided that ThinkLite Air®, through inspection, establishes the existence of such a defect and verifies that it is covered by the Limited Warranty. If determined otherwise, repair or replacement expense estimates will be provided to Purchaser before any remedies are performed.

ThinkLite Air® reserves the right to examine all failed products and reserves the right to be the sole judge as to whether any items or its components reported defective are covered under this warranty.

This warranty is valid upon ThinkLite Air® receiving the WARRANTY REGISTRATION FORM that must be completed and submitted by the end-user within 90 days from the date of purchase. Product Warranty is valid only once invoice is paid in full and according to terms.

ThinkLite Air® will not be liable for:

- Problems resulting from external causes such as accident, abuse, misuse, mishandling, negligence, fire, water damage, theft, vandalism, riot, explosion, natural disaster, or other external causes unrelated to product performance;
- Products for which ThinkLite Air® or its subsidiaries or channel partners has not yet received full payment;
- Conditions demonstrating misuse, faulty installation, misapplication, extreme environmental conditions beyond those defined in the product specification, extreme under/over voltage situations, lack of compliance with applicable instructions, improper or inadequate maintenance, negligence, accident, or tampering;
- Products that are not installed or operated in compliance with the manufacturer's printed instructions and applicable building, mechanical, plumbing and electrical codes;
- Products not manufactured by ThinkLite®, such as third-party controls
- Unauthorized modifications that are made to any product;
- Costs for shipping;
- Labor Costs for troubleshooting, removal, installation, and service beyond the first year
- Products where any original identification markings (trademark, serial number) have been defaced, altered, or removed.

**NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD.** The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise, are given or herein expressed. This warranty sets forth ThinkLite® responsibilities regarding ThinkLite® fixtures, ballasts, and lamps and claimant's exclusive remedy.

**RETURN GOODS POLICY.** All goods sold by ThinkLite Air® are final, and no returns will be accepted. The only exception in which a return will be accepted is in the situation of a manufacturing defect, which will be treated as a warranty under the terms and conditions mentioned in this document, for which the return will be accepted to be replaced with a new product.

**LIMITATION OF LIABILITY.** ThinkLite Air® will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of use or productivity of ThinkLite Air® products or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities of services, down time cost, or claims of claimant's customers arising out of this warranty which are alleged to have been caused by ThinkLite Air® products. ThinkLite Air® liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement from the product or services furnished hereunder shall not exceed the price of the specific ThinkLite® product which gives rise to the claim.

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**NOTE:** For more information or to initiate a warranty claim, please call Customer Service at 1-617-500-6689 or email: [warranty@thinklite.com](mailto:warranty@thinklite.com)

REMIT PAYMENT TO: \_\_\_\_\_

**INVOICE**

ACH INFORMATION:  
THE NORTHERN TRUST  
60 SOUTH LASALLE STREET  
CHICAGO, IL 60678

E-mail Remittance To: gachremittance@cdw.com  
ROUTING NO.: 071000162  
ACCOUNT NAME: CDW GOVERNMENT  
ACCOUNT NO.: 91057



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



**DENIED**

RETURN SERVICE REQUESTED

Board Member Initials: *ACH*

Meeting Date: *5-27-25*

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

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
AE1CX7X	05/08/25	8484660
<b>SUBTOTAL</b>	<b>SHIPPING</b>	<b>SALES TAX</b>
\$16,174.00	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
06/07/25		<b>\$16,174.00</b>

1156 1 MB 0.622 E0073X 10110 D14318665376 S2 P10808274 0001:0001



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

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

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
05/08/25	AE1CX7X	Net 30 Days			06/07/25	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
05/07/25	ELECTRONIC DISTRIBUTION	PKSQ701			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	28.60	8,580.00
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	1,399.00	1,399.00
5343526	CROWDSTRIKE THREAT GRAPH STD Manufacturer Part Number: CS.TG.STD.12M Electronic distribution - NO MEDIA	300	300	0	7.50	2,250.00
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	13.15	3,945.00

**GO GREEN!**

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [credit@cdw.com](mailto:credit@cdw.com) with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	\$16,174.00
NEAL ZOLT 847-465-6000 <a href="mailto:nealzol@cdw.com">nealzol@cdw.com</a>	STORY COUNTY INFORMATION TECHNOLOGY ACCOUNTS PAYABL 900 6TH ST NEVADA IA 50201-2004	SHIPPING	\$0.00
<b>SALES ORDER NUMBER</b> PKWP005		SALES TAX	\$0.00
		<b>AMOUNT DUE</b>	<b>\$16,174.00</b>



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](mailto:credit@cdw.com)  
VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)



# Story County - Iowa

## Detailed Payment

85-C085-179

**Description** FM-C085(179)--55-85, Letting Date- January 17, 2024

**Payment Number** 5

**Pay Period** 08/28/2024 to 04/11/2025

**Prime Contractor** MANATT'S, INC.

**Payment Status** Pending

**Awarded Project Amount** \$2,047,022.16

**Authorized Amount** \$2,053,070.18

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
<b>Section: 0001 - FM-C085(179)--55-85, ROADWAY ITEMS</b>										
0010	2121-7425020	TON	\$29.200	6,586.700	0.000	7,242.680	7,242.680	7,242.680	\$0.00	\$211,486.26
GRANULAR SHOULDERS, TYPE B										
0020	2212-0475095	MILE	\$500.000	9.500	0.000	9.500	9.500	9.500	\$0.00	\$4,750.00
CLEANING AND PREPARATION OF BASE										

Detailed Payment:

85-C085-179

04/11/2025

Page 1 of 4

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0030	2214-5145150	SY	\$9,250	1,891.240	0.000	1,891.240	1,891.240	1,891.240	\$0.00	\$17,493.97
PAVEMENT SCARIFICATION										
0040	2303-1032500	TON	\$39,000	11,689.700	0.000	10,618.250	10,618.250	10,618.250	\$0.00	\$414,111.75
HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX										
0050	2303-1033500	TON	\$39,000	11,689.700	0.000	10,794.000	10,794.000	10,794.000	\$0.00	\$420,966.00
HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT										
0060	2303-1258283	TON	\$572,000	1,402.800	0.000	1,092.820	1,092.820	1,092.820	\$0.00	\$625,093.04
ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC										
0070	2303-6911000	LS	\$3,000,000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$3,000.00
HOT MIX ASPHALT PAVEMENT SAMPLES										
0080	2303-7000610	EACH	\$1,000	11,689.700	0.000	40,001.490	40,001.490	40,001.490	\$0.00	\$40,001.49
PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LABORATORY VOIDS (FORMULA - BY PAY FACTOR)										
0090	2303-7000620	EACH	\$1,000	11,689.700	0.000	50,010.430	50,010.430	50,010.430	\$0.00	\$50,010.43
PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS (FORMULA - BY PAY FACTOR)										
0100	2527-9263109	STA	\$17,000	2,155.410	0.000	2,152.917	2,152.917	2,152.917	\$0.00	\$36,599.59
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED										
0110	2528-8445110	LS	\$4,800,000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,800.00
TRAFFIC CONTROL										
0120	2528-8445113	EACH	\$575,000	60.000	0.000	68.500	68.500	68.500	\$0.00	\$39,387.50
FLAGGERS										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	2528-8445115	EACH	\$865.000	15.000	0.000	15.000	15.000	15.000	\$0.00	\$12,975.00
PILOT CARS										
0140	2533-4980005	LS	\$9,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$9,000.00
MOBILIZATION										
<b>Section Totals:</b>									\$0.00	\$1,889,675.03
<b>Total Payments:</b>									\$0.00	\$1,889,675.03

### Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 09/09/2024, Liquidated Damage Rate - 1,200	40.0 Days	40.0 Days	0.0 Days	\$0.00	15.0 Days	25.0 Days	\$0.00
<b>Total Damages:</b>							\$0.00

**Summary**

Current Approved Work:	\$0.00	Approved Work To Date:	\$1,889,675.03
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$0.00	Retainage To Date:	\$30,000.00
Current Retainage Released:	\$30,000.00	Retainage Released To Date:	\$30,000.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$30,000.00	Payments To Date:	\$1,889,675.03
Previous Payment:	\$94,899.42	Previous Payments To Date:	\$1,859,675.03

*[Signature]* 5-27-25

Chair, Board of Supervisors Approval Date

# Doc Express® Document Signing History

Contract: 85-C085-179 Document: payment-5-20250411

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
05/16/2025	Ashley Lint Manatt's Inc. Electronic Signature (Approved by Contractor (Optional))
	(Recommended by Engineer)
	(Approved by PIRC (when applicable))
	(Approved by District Materials Engineer (Optional))
	(Approved by Administering Bureau (DOT))
	(Approved by FHWA (When applicable))



# Story County - Iowa

## Detailed Payment

85-C085-178

**Description** STP-S-C085(178)--5E-85, Letting Date- February 20, 2024

**Payment Number** 7

**Pay Period** 02/06/2025 to 04/18/2025

**Prime Contractor** MANATT'S, INC.

**Payment Status** Pending

**Awarded Project Amount** \$1,451,150.50

**Authorized Amount** \$1,442,210.66

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
<b>Section: 0001 - STP-S-C085(178)--5E-85, ROADWAY ITEMS</b>									
0010	2121-7425020	TON	\$32.000	4,401.300	0.000	3,706.000	3,706.000	\$0.00	\$118,592.00
<b>GRANULAR SHOULDERS, TYPE B</b>									

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0020	2212-0475095	MILE	\$500.000	5.600	0.000	5.600	5.600	5.600	\$0.00	\$2,800.00
CLEANING AND PREPARATION OF BASE										
0030	2214-5145150	SY	\$14.000	1,403.340	0.000	1,403.340	1,403.340	1,403.340	\$0.00	\$19,646.76
PAVEMENT SCARIFICATION										
0040	2303-1032500	TON	\$49.250	7,038.600	0.000	6,518.490	6,518.490	6,518.490	\$0.00	\$321,035.63
HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX										
0050	2303-1033500	TON	\$49.250	7,038.600	0.000	6,628.130	6,628.130	6,628.130	\$0.00	\$326,435.40
HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT										
0060	2303-1258283	TON	\$565.000	844.600	0.000	656.300	656.300	656.300	\$0.00	\$370,809.50
ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC										
0070	2303-6911000	LS	\$1,500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,500.00
HOT MIX ASPHALT PAVEMENT SAMPLES										
0080	2303-7000610	EACH	\$1.000	7,038.600	0.000	38,848.260	38,848.260	38,848.260	\$0.00	\$38,848.26
PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LABORATORY VOIDS (FORMULA - BY PAY FACTOR)										
0090	2303-7000620	EACH	\$1.000	7,038.600	0.000	38,848.260	38,848.260	38,848.260	\$0.00	\$38,848.26
PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS (FORMULA - BY PAY FACTOR)										
0100	2527-9263109	STA	\$20.000	1,225.700	0.000	1,230.373	1,230.373	1,230.373	\$0.00	\$24,607.46
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED										
0110	2527-9263137	EACH	\$200.000	6.000	0.000	6.000	6.000	6.000	\$0.00	\$1,200.00
PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0120	2528-8445110	LS	\$5,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,000.00
TRAFFIC CONTROL										
0130	2528-8445113	EACH	\$575.000	50.000	0.000	47.500	47.500	47.500	\$0.00	\$27,312.50
FLAGGERS										
0140	2528-8445115	EACH	\$865.000	12.000	0.000	10.500	10.500	10.500	\$0.00	\$9,082.50
PILOT CARS										
0150	2533-4980005	LS	\$13,500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$13,500.00
MOBILIZATION										
0160	2595-0005150	LS	\$22,100.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RAILROAD PROTECTIVE LIABILITY INSURANCE FOR UNION PACIFIC RAILROAD CO.										
8001	2595-0005150	LS	\$9,500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$9,500.00
RR PROT LIAB INSUR FOR UPRR										
<b>Section Totals:</b>									\$0.00	\$1,328,718.27
<b>Total Payments:</b>									\$0.00	\$1,328,718.27



**Funding Details**

001 100% STORY CO. 85-C085-178:	\$0.00	001 100% STORY CO. 85-C085-178 To Date:	\$9,500.00
85-C085-178-CAT-1 85-C085-178-CAT-1 85-C085-178:	\$0.00	85-C085-178-CAT-1 85-C085-178-CAT-1 85-C085-178 To Date:	\$1,319,218.27
Current Payment:	\$0.00	Payments To Date:	\$1,328,718.27

 5-27-25

Chair, Board of Supervisors Approval Date

# Doc Express® Document Signing History

Contract: 85-C085-178 Document: payment-7-20250418

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
05/16/2025	Ashley Lint Manatt's Inc. Electronic Signature (Approved by Contractor (Optional))
	(Recommended by Engineer)
	(Approved by PIRC (when applicable))
	(Approved by District Materials Engineer (Optional))
	(Approved by Administering Bureau (DOT))
	(Approved by FHWA (When applicable))

**GOVERNOR’S TRAFFIC SAFETY BUREAU  
IOWA DEPARTMENT OF PUBLIC SAFETY**

215 East 7<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Des Moines, IA 50319-0248

<https://dps.iowa.gov/bureaus-iowa-department-public-safety/gtsb>

**FFY 2025                      Amendment # 1**

Subrecipient	Story County Sheriff’s Office
Project Agreement Number	402-PT-2025 05-40-92/402-AL-2025 02-40-91
Federal Funds	\$26,300.00
Total Federal Funds Obligated	\$26,300.00
Total Amount of Federal Funds	\$26,300.00

This Amendment will become effective upon subrecipient receipt of the signed and dated document from the Governor’s Traffic Safety Bureau.

The parties mutually agree to amend the Agreement as follows:

Project Agreement Activities

- a. Conduct planned general (402-PT) high visibility traffic enforcement with an effort directed at occupant restraint, impaired driving and speed violations during times and at locations identified by your agency, the Iowa DOT or GTSB as high risk, with documented enforcement action(s) issued to violator(s).
- b. Conduct planned impaired (402-AL) high visibility traffic enforcement with an effort directed at impaired driving during times and at locations identified by your agency, the Iowa DOT or GTSB as high risk, with documented enforcement action(s) issued to violator(s).
- c. Conduct or participate in at least two targeted traffic enforcement projects, one of which will be conducted at night and one a multi-jurisdictional project.
- d. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.
- e. Conduct two observational occupant protection surveys: one in May and one in September.
- f. Purchase a minimum of three moving radar(s), utilizing NHTSA’s conforming products list and utilize for speed enforcement.
- g. Purchase a minimum of two DPS-approved preliminary breath tester (PBT(s)) and utilize for impaired driving related traffic enforcement.
- ~~h. Participate in traffic safety training with prior GTSB approval and submit a trip report within two weeks following any out-of-state travel. All travel reimbursement will be made at State of Iowa approved rates.~~

Project Budget

**Personnel Services:**

Directed overtime for general enforcement (402-PT)	<del>\$ 9,000.00</del> <u>\$10,500.00</u>
Directed overtime for impaired enforcement (402-AL)	\$ 9,000.00
Training related travel (402-PT)	<del>\$ 1,500.00</del> <u>\$0.00</u>

**Equipment:**

402-PT

A minimum of three moving radar(s)	\$ 6,000.00
A minimum of two PBT(s)	\$ 800.00
<b>Total:</b>	<b>\$26,300.00</b>

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment shall prevail.

  
\_\_\_\_\_  
Subrecipient Signature

5-27-25  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Brett A. Tjepkes, Governor's Traffic Safety Bureau Chief

\_\_\_\_\_  
Date

Invoice #: 6276  
Date: 05/20/2025  
Customer ID: 50201

# INVOICE

Payable To:
RoseRush Services, LLC P.O. Box 2006 Buena Vista, CO 8121

Bill To:
Story County Animal Shelter and Control 975 West Lincoln Highway Nevada, IA 50201

TERMS
Due by 06/30/2022

QTY	DESCRIPTION	TOTAL
1	Shelter Pro Software—Annual Software Licensing, support, and upgrades	\$1895.00
<i><u>Thank you for your order!</u></i>		

**APPROVED**      **DENIED**  
Board Member Initials: AAH  
Meeting Date: 5-27-25  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_ Balance due

\$1895.00
-----------



# Sheriff's Office



Story County  
PAUL H. FITZGERALD, Sheriff

Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • 1315 S. B Ave. Nevada, Iowa 50201

To: Board of Supervisors  
 Lisa Heddens  
 Latifah Faisal  
 Linda Murken

From: Sheriff Paul H. Fitzgerald *PHF*

Date: May 21, 2025

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

.....

This memo serves as an acknowledgement for unbudgeted items purchased with reallocated funds from the Sheriff's Office general fund line items and forfeited funds.

1. Dive Team: Navigational Package \$16,954; 4K Camera \$3,600; ROV Batteries \$1,725. These items will help our dive team in underwater search and rescue. I am also using funds from our forfeited funds line item.
2. UAS Team: Matrice 4 Drone \$9,342. This drone will be in place of a budgeted drone not purchased. I am reallocating funds in my current budget as well as \$2,000 from our forfeited funds line item.
3. E.R.T: Level III Body Armor Plates \$7,611.03. Purchase from an Iowa based company to replace expired body armor plates.

**APPROVED**      **DENIED**

Board Member Initials: AKH

Meeting Date: 5-27-25

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

\_\_\_\_\_

\_\_\_\_\_

RECEIVED

MAY 19 2025

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2025 is by and between **Story County** and **Ames Community Preschool Center** (Provider).

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

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

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

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

**SECTION 1**

**Definitions**

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

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

**SECTION 2**

**Duties of Provider**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy

are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or

condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

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

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

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

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

Ames Community Preschool Center  
920 Carroll Ave.  
Ames, Iowa 50010  
Attention: Nancy Krause

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

**COUNTY:**

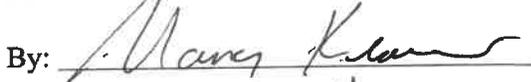
By: 

Print Name: Lisa K Hedders

Print Title: Story County Board of Supervisors

Date: 5-27-25

**PROVIDER:**

By: 

Print Name: Nancy Krause

Print Title: Executive Director

Date: 5-13-25

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2026**  
*Ames Community Preschool Center*

<b>ACPC</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Day Care - Infant	\$10,000	1 Full Day	\$84.49
Day Care - Children	\$29,235	1 Full Day	\$69.13
Day Care - School Age	\$5,209	1 Partial Day	\$17.79

RECEIVED

MAY 19 2025

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2025 is by and between **Story County and Childserve Community Options, Inc.** (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 6<sup>th</sup> 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:

Childserve Community Options, Inc.  
1915 Philadelphia St.  
Ames, Iowa 50010  
Attention: Lisa Pagel

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

**COUNTY:**

By: *Lisa K Hedders*

Print Name: Lisa K Hedders

Print Title: Story County Board of Supervisors

Date: 5-27-25

**PROVIDER:**

By: *Kate Reynolds*

Print Name: Kate Reynolds

Print Title: Ames Area Director

Date: 5.15.25

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2026**  
*Childserve Community Options, Inc.*

<b>ChildServe</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Day Care - Infant	\$5,500	1 Full Day	\$59.09
Day Care - Children	\$5,500	1 Full Day	\$58.45

RECEIVED

MAY 21 2025

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2025 is by and between **Story County and Heartland Senior Services, DBA Heartland of Story County** (Provider).

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

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

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

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

**SECTION 1  
Definitions**

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

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

**SECTION 2  
Duties of Provider**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy

are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or

condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

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

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

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> 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:

Heartland Senior Services, DBA Heartland of Story County  
205 South Walnut Ave.  
Ames, Iowa 50010  
Attention: Deb Schildroth

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

**COUNTY:**

By: 

Print Name: Lisa K Hedberg

Print Title: Story County Board of Supervisors

Date: 5-27-25

**PROVIDER:**

By: 

Print Name: Deb Schildroth

Print Title: Executive Director

Date: 5-20-25

**ATTACHMENT A**

**SERVICE DEFINITIONS AND RATES**

**FISCAL YEAR: 2026**

*Heartland Senior Services, DBA Heartland of Story County*

<b>Heartland Senior Services</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Home Delivered Meals	\$43,363	1 Meal	\$10.28
Emergency Assistance for Basic Needs - Senior Food Program	\$1,819	1 Client Contact	\$14.86
Day Care - Adults	\$21,550	1 Client Day	\$73.76
Service Coordination - Outreach	\$52,600	1 Client Hour	\$146.86
Home Delivered Meals <b>Local Option</b>	\$721	1 Meal	\$10.28
Service Coordination - Outreach <b>Local Option</b>	\$810	1 Client Hour	\$146.86
Day Care - Adults <b>Local Option</b>	\$309	1 Client Day	\$73.76

RECEIVED

MAY 19 2025

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2025 is by and between **Story County and Legal Aid Society of Story County** (Provider).

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

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

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

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

**SECTION 1  
Definitions**

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

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

**SECTION 2  
Duties of Provider**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy

are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or

condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

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

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

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> 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:

Legal Aid Society of Story County  
220 H Ave.  
Nevada, Iowa 50201  
Attention: Peggy Michelotti

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

**COUNTY:**

By: 

Print Name: Lisa K Hedden

Print Title: Story County Board of Supervisors

Date: 5-27-25

**PROVIDER:**

By: 

Print Name: Peggy Michelotti

Print Title: Executive Director

Date: May 14, 2025

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2026**  
*Legal Aid Society of Story County*

<b>Legal Aid</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Legal Aid - Civil	\$189,522	1 Staff Hour	\$175.56
Legal Aid - Civil <b>Local Option</b>	\$12,190	1 Staff Hour	\$175.56

RECEIVED

MAY 19 2025

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2025 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.

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### 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

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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**

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bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

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**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.

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

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**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 6<sup>th</sup> 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:

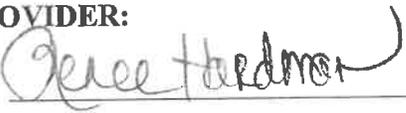
By: 

Print Name: Lisa K Heddens

Print Title: Story County Board of Supervisors

Date: 5-27-25

PROVIDER:

By: 

Print Name: RENEE HARDMAN

Print Title: President + CEO

Date: 5-14-2025

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2026**  
*Lutheran Services in Iowa*

<b>Lutheran Services in Iowa</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Clothing, Furnishing, and Other Assistance - HOPES Village	\$6,133	1 Client Contact	\$462.72
Crisis Intervention - Crisis ChildCare	\$2,192	1 Contact	\$2,069.00

RECEIVED

MAY 19 2025

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2025 is by and between **Story County** and **Mid-Iowa Community Action** (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 6<sup>th</sup> 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:

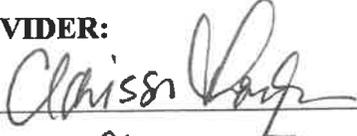
Mid-Iowa Community Action  
1001 South 18th Ave.  
Marshalltown, Iowa 50158  
Attention: Clarissa Thompson

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

**COUNTY:**

By:   
Print Name: Lisa K Hedden  
Print Title: Story County Board of Supervisors  
Date: 5-27-25

**PROVIDER:**

By:   
Print Name: Clarissa Thompson  
Print Title: Executive Director  
Date: May 14, 2025

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2026**  
*Mid-Iowa Community Action*

<b>Mid-Iowa Community Action</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Emergency Assistance for Basic Needs - Food Pantry	\$14,000	1 Client Contact	\$16.42



# STORY COUNTY BOARD OF SUPERVISORS

900 6<sup>th</sup> Street • Nevada, IA 50201  
Phone: 515-382-7200 • Fax: 515-382-7206  
Website: <https://www.storycountyiowa.gov>

May 27, 2025

Story County Board of Supervisors  
900 6<sup>th</sup> Street  
Nevada, IA 50201

RE: ASSET FY25 Contract Amendment – Heartland Senior Services

Dear Board of Supervisors,

Attached is a request from Heartland Senior Services to reallocate funds as indicated in the table below. The agency will not be able to draw down the allocated amount for the Service Coordination – Outreach service and has requested funds to be reallocated as indicated below:

Service	Reallocation	New Not to Exceed Amount
Service Coordination – Outreach (original allocation: \$52,600)	- \$42,000	\$10,600
Daycare - Adults/Adult Day Center (original allocation: \$20,970)	+ \$42,000	\$62,970

A letter from Heartland Senior Services is attached, along with a contract amendment reflecting this change. Approval is recommended.

**Outreach Update.** Heartland has a full time Outreach Specialist who is engaging Story County residents outside of Ames and has served 197 clients (in addition to the 463 Ames clients) between July 1, 2024 and April 30, 2025 at locations such as Nevada Food at First, Story County Medical Center, Story County Legal Aid, senior living centers in Story City and Nevada, food pantries in Huxley and Story City, and other locations. Serving clients in libraries throughout Story County is also being explored. Heartland also partners with other agencies that serve Story County (i.e., MICA, Primary Health Care, NAMI of Central Iowa, and Story County VA and GA). Additionally, Heartland is a member of the Transportation Collaboration, Hunger/Food Pantry Collaboration, Fall Prevention Coalition, and Seniors in Story County.

Respectfully,

Sandra King  
Director of External Operations and County Services

Attachments  
Request from Heartland of Story County  
Contract (2 copies)



205 S. Walnut Ave.  
Ames, IA 50010  
(515) 233-2906  
www.heartlandofstorycounty.org

May 14, 2025

Story County Board of Supervisors  
900 6<sup>th</sup> Street  
Nevada, IA 50201

Dear Board of Supervisors,

On behalf of the Heartland of Story County Board of Directors, I respectfully request that a total of \$42,000 in FY 2024/25 General Basic County ASSET funding be reallocated from Outreach to the Adult Day Center (ADC).

ADC offers supervision and support to individuals with chronic health conditions, Parkinson's Disease, or dementia-related conditions. ADC is also a benefit to caregivers as it provides a respite that helps reduce caregiver burnout and stress and the opportunity for the caregiver to attend to personal needs. ADC also allows individuals to stay in their homes longer before needing to transition to a higher level of care.

Since moving into the Sixty Forward Center in September 2024, the new space has allowed us to serve more individuals in ADC and reduce the waiting list that developed while the Center was under construction. The daily census in ADC prior to the move to the Sixty Forward Center was 12 individuals per day (a total of 24 people served) due to limited space in our temporary location. The census has increased to 20 per day (a total of 38 people served), and by the end of this fiscal year, we anticipate the daily census to increase to 24 individuals per day.

The significant growth in this service is the basis for the request to reallocate funds. I would also like to request that Heartland be able to draw down ADC units already provided during this fiscal year, but which have not been reimbursed because County funds for ADC were exhausted in November 2024.

The proposed revisions to the allocations appear in the following table:

Service	Original allocation	Change	Revised allocation
Outreach (GB)	\$ 52,600	(\$42,000)	\$10,600
Adult Day Center (GB)	20,970	42,000	\$62,970
TOTAL	\$ 73,570	\$0	\$ 73,570

Thank you for considering this request and for your ongoing support for those 60 and above in Story County.

Please let me know if there are any questions.

Sincerely,

*Deb Schildroth*

Deb Schildroth, LMSW  
Executive Director

RECEIVED

MAY 21 2025

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement  
Amendment No. 1**

1. This amendment is entered into this \_\_\_\_\_ day of \_\_\_\_\_ is by and between Story County and Heartland Senior Services, DBA Heartland of Story County (Provider), parties to the original agreement effective 7/1/24 (effective date) .

2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

Amendment Effective \_\_\_\_\_

**ATTACHMENT A**

**SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2025**

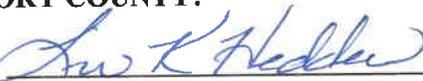
**Heartland Senior Services, DBA Heartland of Story County**

Service Description	Unit of Service	Rate
See Attachment A as revised	See Attachment A as revised	See Attachment A as revised

3. 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. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

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

**STORY COUNTY:**

By: 

Print Name: Lisa Heddens

Print Title: Chair, Story County Board of Supervisors

Date: 5-27-25

**HEARTLAND SENIOR SERVICES:**

By: 

Print Name: Deb Schildroth

Print Title: Executive Director

Date: 5-20-25

Amendment Effective \_\_\_\_\_

ATTACHMENT A

SERVICE DEFINITIONS AND RATES

FISCAL YEAR: 2025

*Heartland Senior Services, DBA Heartland of Story County*

<b>Heartland Senior Services</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Senior Food Program	\$1,819.00	1 Client Contact	\$10.29
Daycare - Adults/Adult Day Center	\$62,970.00	1 Day	\$81.04
Daycare - Adults/Adult Day Center <b>Local Option</b>	\$300.00	1 Day	\$81.04
Home Delivered Meals	\$42,100.00	1 Meal	\$8.35
Home Delivered Meals <b>Local Option</b>	\$700.00	1 Meal	\$8.35
Service Coordination - Outreach	\$10,600.00	1 Client Hour	\$104.73
Service Coordination - Outreach <b>Local Option</b>	\$810.00	1 Client Hour	\$104.73

RECEIVED

MAY 16 2025

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2025 is by and between Story County and University Community Childcare (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 6<sup>th</sup> 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:

University Community Childcare  
2623 Bruner Dr.  
Ames, Iowa 50010  
Attention: Stacy Lehman

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

COUNTY:

By: Lisa K Heddens

Print Name: Lisa K Heddens

Print Title: Story County Board of Supervisors

Date: 5-27-25

PROVIDER:

By: Stacy Lehman

Print Name: Stacy Lehman

Print Title: Executive Director

Date: 5.13.2025

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2026**  
*University Community Childcare*

<b>University Community Childcare</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Day Care - Infant	\$18,099	1 Full Day	\$115.41
Day Care - Children	\$13,523	1 Full Day	\$69.74

RECEIVED

MAY 16 2025

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2025 is by and between **Story County and Raising Readers in Story County (Provider)**.

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

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

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

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

**SECTION 1  
Definitions**

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

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

**SECTION 2  
Duties of Provider**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy

are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or

condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

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

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

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> 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:

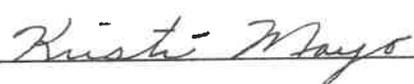
Raising Readers in Story County  
PO Box 2374  
Ames, Iowa 50010  
Attention: Kristi Mayo

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

**COUNTY:**

By:   
Print Name: Lisa K Heddens  
Print Title: Story County Board of Supervisors  
Date: 5-27-25

**PROVIDER:**

By:   
Print Name: Kristi Mayo  
Print Title: executive director  
Date: 5/13/2025

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2026**  
*Raising Readers in Story County*

<b>Raising Readers</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Out of School Program	\$7,036	1 Partial Day (3 hours)	\$185.68
Family Development/Education	\$5,729	1 Client Hour	\$172.74
Public Education/Awareness	\$5,069	1 Staff Hour	\$168.84

RECEIVED

MAY 19 2025

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2025 is by and between **Story County and Primary Health Care (Provider)**.

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

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

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**Definitions**

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bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

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**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or

condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

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

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

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

Primary Health Care  
3510 Lincoln Way  
Ames, Iowa 50010  
Attention: Carol Eis

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

**COUNTY:**

By: Lisa K Heddens

Print Name: Lisa K Heddens

Print Title: Story County Board of Supervisors

Date: 5-27-25

**PROVIDER:**

By: Nathan Simpson

Print Name: Nathan Simpson

Print Title: CEO

Date: 5/15/2025

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2026**  
*Primary Health Care*

<b>Primary Health Care</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Community Clinics - Dental Clinic	\$14,500	1 Clinic Hour	\$274.61
Community Clinics - Pediatrics, OB/GYN & Behavioral Health	\$4,606	1 Clinic Hour	\$269.31
Service Coordination - Dental Navigator	\$2,545	1 Client Hour	\$38.19

1-00

Permit Number 25-8279

STORY COUNTY UTILITY PERMIT

Date 5-16-25

To the Board of Supervisors, Story County, Iowa:  
XENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA authorize to do business within the State of Iowa, with its principal place of business at 23998 141st ST, Bouton IA 50039 does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of potable water on secondary route

To provide water service per attached map(s).

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

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

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

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

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

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

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

125062

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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

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

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

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

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

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

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

Date 5-16-25

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

Justin Carter (515) 676-2117  
by Phone no.

Recommended for Approval:

Date 5-16-25

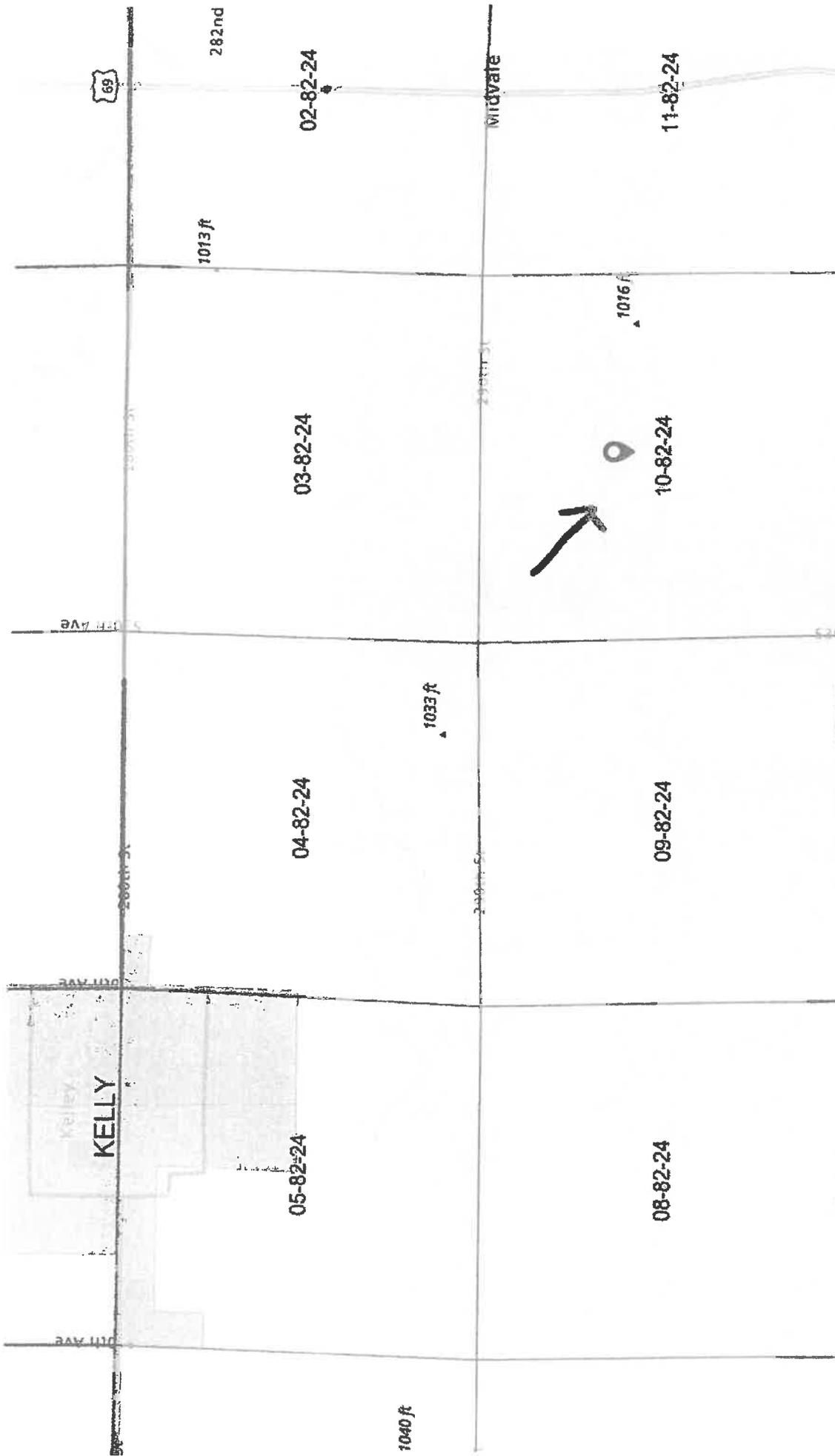
[Signature]  
Assf. County Engineer 515-382-7355  
Phone no.

Approved:

Date 5-27-25

[Signature]  
Chair, Board of Supervisors  
Story County, Iowa

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

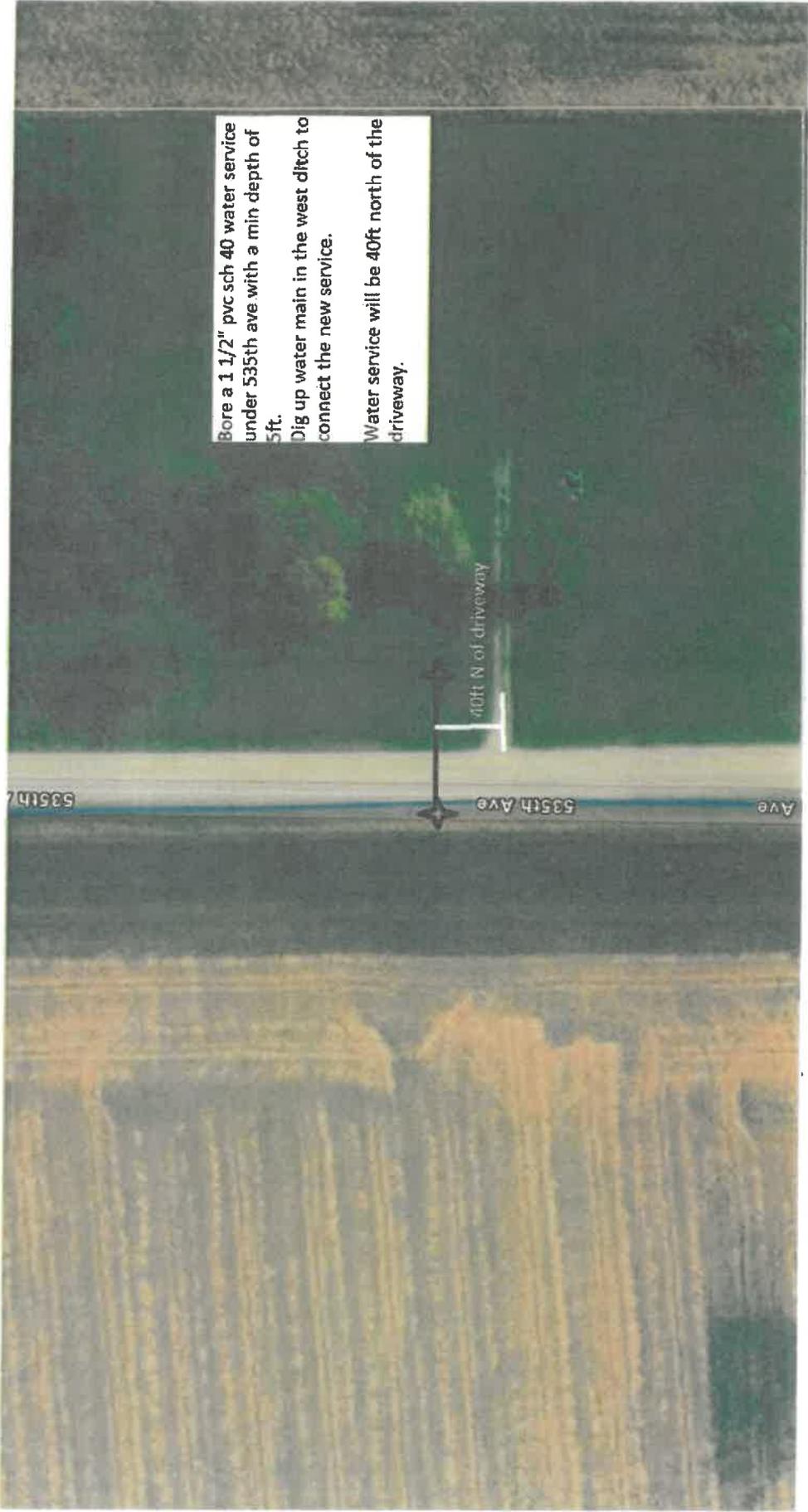


County of Story Iowa DNR Fen TomTom Garmin SafeGraph GeoTechnologies Inc MFTI/NASA USGS EPA NPS IIS Census Bureau USDO ISEWS F

Bore a 1 1/2" pvc sch 40 water service under 535th ave with a min depth of 5ft.

Dig up water main in the west ditch to connect the new service.

Water service will be 40ft north of the driveway.



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

Prepared By: Marcus Amman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245

**Please return to:  
Planning & Development**

**STORY COUNTY IOWA  
ORDINANCE NO. 324  
AN ORDINANCE AMENDING CHAPTER 85, GENERAL  
PROVISIONS AND DEFINITIONS AND CHAPTER 90, CONDITIONAL USES OF THE  
STORY COUNTY CODE OF ORDINANCES – LAND DEVELOPMENT  
REGULATIONS FOR A TEXT AMENDMENT TO ALLOW CABINS AS ACCESSORY  
USES TO GOLF COURSE CONDITIONAL USES IN THE A-1 ZONING DISTRICT**

BE IT ENACTED by the Board of Supervisors of Story County, Iowa:

Section 1. Purpose. An Ordinance amending Chapter 85—General Provisions and Definitions and Chapter 90—Conditional Uses, of the Story County Land Development Regulations, as follows, to update the definition of golf courses in Chapter 85.08 to add cabins, and to add supplemental standards to golf courses in Chapter 90.08.

Section 2. Proposed Amendments. The amendments are as shown in Attachment A of this ordinance and are summarized below.

**85.08, General Provisions and Definitions:**

- Amending the definition of golf course to allow cabins or lodging.

**90.08, Supplemental Standards for Conditional Uses:**

- Defining supplemental standards to be applied to cabins located on golf courses.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the

ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall be effective after its final passage, approval and publication of the ordinance or a summary thereof, as provided by law.

**Action upon FIRST Consideration:** Approved  
**DATE:** May 20, 2025

Moved by: Murken  
Seconded by: Faisal  
Voting Aye: Murken, Faisal, Heddens  
Voting Nay: None  
Not Voting: None  
Absent: None

**Action upon SECOND Consideration:** Approved  
**DATE:** May 27, 2025

Moved by: Murken  
Seconded by: Faisal  
Voting Aye: Murken, Faisal, Heddens  
Voting Nay: None  
Not Voting: None  
Absent: None

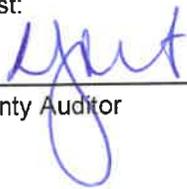
**Action upon THIRD Consideration:** Waived  
**DATE:** June 3, 2025

Moved by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_  
Voting Aye: \_\_\_\_\_  
Voting Nay: \_\_\_\_\_  
Not Voting: \_\_\_\_\_  
Absent: \_\_\_\_\_

ADOPTED THIS 27<sup>th</sup> day of MAY, 2025.

  
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

  
CHAIRPERSON

Above tabulation made by JB

## ATTACHMENT A

### Amendments to Chapter 85.08—General Provisions and Definitions of the Story County Code of Ordinances

#### 85.08 DEFINITIONS.

117. "Golf course" means a lot, parcel, or tract of land laid out for at least nine holes for playing the game of golf, whether public or private, and improved with tees, greens, fairways, and other game-related hazards, within which the area is not artificially illuminated. A golf course may include a clubhouse, restrooms, driving range, pitch-and-putt practice range, cabins or lodging, shelters as accessory uses, but excludes miniature golf courses. The clubhouse may provide additional services customarily furnished such as swimming and related retail sales that may include a restaurant and cocktail lounge if approved as part of the required conditional use permit.

### Amendments to Chapter 90.08—Supplemental Standards for Conditional Uses

#### 90.08 (11) Cabins located on golf courses.

A. A golf course designed as a 9-hole golf course may be permitted up to 3 cabins with an occupancy not to exceed 8 people per cabin.

B. A golf course designed as an 18-hole golf course may be permitted up to 6 cabins with an occupancy not to exceed 8 people per cabin.

(1) A golf course is designed as an 18-hole golf course if that golf course has 18 unique Tee Boxes and 18 unique Greens.

# Staff Report

Story County  
Board of Supervisors

**Date of Meeting:**  
May 20, 2025

Case Number TA25-000002

Amending sections of CHAPTER 85, GENERAL PROVISIONS AND DEFINITIONS AND CHAPTER 90, CONDITIONAL USES OF THE STORY COUNTY CODE OF ORDINANCES – LAND DEVELOPMENT REGULATIONS FOR A TEXT AMENDMENT TO ALLOW CABINS AS ACCESSORY USES TO GOLF COURSE CONDITIONAL USES IN THE A-1 ZONING DISTRICT



**APPLICANT:** Cale Bultman, The Silo Club, fka Indian Creek Golf Club

**STAFF PROJECT MANAGER:** Marcus Amman, Senior Planner

The Planning and Development Department received a request to amend sections of Chapter 85, General Provisions and Definitions and Chapter 90, Conditional Uses, to allow for a review and approval process for cabins to be located on golf courses in the A-1 Agricultural District. The Planning and Zoning Commission recommended approval of the text amendment with the condition that Planning and Development Staff's supplemental standards are also approved, at their May 7 2025 meeting.



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## Background

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### Description of Proposed Text Amendment

The applicant submitted a Code of Ordinance text amendment request proposing to amend Chapter 85 (General Provisions and Definitions) of the *Story County Code of Ordinances*.

This application came about through conversations with Cale Bultman and Austin Vier representing The Silo Club, fka Indian Creek Golf Club

The applicable requirements are outlined below.

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## Analysis

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**92.07(2) Standards for Approval. All applications for text amendments shall satisfy the following standards for such requested action to be approved.**

**A. The proposed amendment shall conform to the Story County Cornerstone to Capstone Plan (C2C Plan).**

**Staff Comments:** Future land use mapping of golf courses in the unincorporated area is designated as commercial use. As a commercial future land use, a rezoning to the C-LI Commercial-Light Industrial District in these areas would be feasible and allow for hotels to be sited at these sites. Permitting cabins with the Staff generated supplemental standards would allow for a more rural character of lodging to be present.

**B. The proposed amendment shall conform to the scope and purpose of the Ordinance.**

**Staff Comments:** The proposed text amendment allows for land that has already been taken out of agricultural production to be used in an accessory capacity to the current land use. This will allow for a more rural character to be maintained in the area. The proposed supplemental standards also strike a balance of how many people can be staying at the golf course at any given time.

The proposed text amendment is consistent with the criteria outlined in Section 92.07 of the *Story County Code of Ordinances* as noted below:

- All requirements are satisfied.  Not all requirements are satisfied and those exceptions are noted below:

**Points to consider in evaluating the applicant’s request for the text amendment include:**

Staff reviewed the future land use planning map to address this text amendment request. All golf courses in the unincorporated area of Story County are identified as commercial for future land use. Staff reviewed other golf courses in the state as well to come up with supplemental standards as follows to include in the proposed text amendment.

**90.08 (11) Cabins located on golf courses.**

- A. A golf course designed as a 9-hole golf course may be permitted up to 3 cabins with an occupancy not to exceed 8 people per cabin.
- B. A golf course designed as a 18-hole golf course may be permitted up to 6 cabins with an occupancy not to exceed 8 people per cabin.



Amending sections of Chapter 85, General Provisions and Definitions and Chapter 90, Conditional Uses  
(1) A golf course is designed as an 18-hole golf course if that golf course has 18 unique Tee Boxes and 18 unique Greens.

**Final Proposed Text Amendments are below:**

117. "Golf course" means a lot, parcel, or tract of land laid out for at least nine holes for playing the game of golf, whether public or private, and improved with tees, greens, fairways, and other game-related hazards, within which the area is not artificially illuminated. A golf course may include a clubhouse, restrooms, driving range, pitch-and-putt practice range, cabins or lodging, shelters as accessory uses, but excludes miniature golf courses. The clubhouse may provide additional services customarily furnished such as swimming and related retail sales that may include a restaurant and cocktail lounge if approved as part of the required conditional use permit.

**90.08 (11) Cabins located on golf courses.**

A. A golf course designed as a 9-hole golf course may be permitted up to 3 cabins with an occupancy not to exceed 8 people per cabin.

B. A golf course designed as a 18-hole golf course may be permitted up to 6 cabins with an occupancy not to exceed 8 people per cabin.

(1) A golf course is designed as an 18-hole golf course if that golf course has 18 unique Tee Boxes and 18 unique Greens.

**Commentary**

The following comments are part of the official record of the proposed text amendment, Case No. TA25-000002. If necessary, conditions of approval may be formulated based on these comments.

**Comments from the Interagency Review Team**

The proposal underwent the usual Interagency Review and the following comments were provided:  
No Departmental comments were received

**Comments from the General Public**

No public commentary was received or recorded at the time this report was published. Notice of the proposed text amendment was published in the three Story County newspapers on May 1, 2025.

**Comments from the Planning and Zoning Commission Meeting on May 7, 2025**

No comments from the general public or the Planning and Zoning Commission were received at the meeting.

**Conditions**

The text amendment includes the staff provided language for the supplemental standards as outlined in this staff report.

**Alternatives**

Planning and Zoning Commission recommended approval of the text amendment with conditions. The Story County Board of Supervisors may consider the following alternatives for the text amendment request:



1. The Story County Board of Supervisors approves the Code of Ordinance Text Amendment, Ordinance 324, as put forth in case TA25-000002 and sets second consideration for May 27, 2025.
2. **The Story County Board of Supervisors approves the Code of Ordinance Text Amendment, Ordinance 324, as put forth in case TA25-000002 and modified and presented by staff on February 11, 2025, and sets second consideration for Tuesday, May 27, 2025.**
3. The Story County Board of Supervisors denies the Code of Ordinance Text Amendment, Ordinance 324, as put forth in case TA25-000002 and sets second consideration for Tuesday, May 27, 2025.
4. The Story County Board of Supervisors defers action on the Code of Ordinance Text Amendment, as put forth in case TA25-000002, and requests the applicant and/or staff to further review and/or modify the application and directs staff to place this item on a future Board of Supervisors Agenda.

### Attachments to the Staff Report

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- Submitted application, narrative and plans
- Public Comments
- Written responses from applicants to comments (if applicable)
- Legal Description
- Other

**Updated Proposed Text Amendment (with red-lines and strike-outs):**

**Current Definition:**

**117. "Golf course" means a lot, parcel, or tract of land laid out for at least nine holes for playing the game of golf, whether public or private, and improved with tees, greens, fairways, and other game-related hazards within which the area is not artificially illuminated. A golf course may include a clubhouse, restrooms, driving range, pitch-and-putt practice range, and shelters as accessory uses, but excludes miniature golf courses. The clubhouse may provide additional services customarily furnished such as swimming and related retail sales that may include a restaurant and cocktail lounge if approved as part of the required conditional use permit.**

**Proposed Amendment:**

**117. "Golf course" means a lot, parcel, or tract of land laid out for at least nine holes for playing the game of golf, whether public or private, and improved with tees, greens, fairways, and other game-related hazards, within which the area is not artificially illuminated. A golf course may include a clubhouse, restrooms, driving range, pitch-and-putt practice range, cabins or lodging, shelters as accessory uses, but excludes miniature golf courses. The clubhouse may provide additional services customarily furnished such as swimming and related retail sales that may include a restaurant and cocktail lounge if approved as part of the required conditional use permit.**

**Statement of Justification for Proposed Text Amendment:**

The proposed amendment to the definition of "Golf Course" seeks to include **cabins or lodging** as allowable accessory uses within a golf course facility. This adjustment reflects the growing trend of golf courses evolving into multi-use recreational areas that offer overnight accommodations for visitors, such as cabins, cottages, or other forms of lodging.

- **Accommodations as part of the golf course experience:** Many modern golf courses are expanding their offerings to include on-site lodging. This provides golfers and other visitors with the convenience of staying at or near the course, creating a more attractive and comprehensive recreational experience. By including cabins or lodging, the amendment allows golf courses to better compete with resort-style destinations.

- **Broader geographic appeal:** On-site lodging will allow golf courses to draw in members or visitors from a wider geographic area. Those traveling longer distances for golf will have the convenience of staying on-site, which enhances their overall experience. This will help build a stronger, more loyal member base, benefiting both the golf course and the local economy.
- **Economic and tourism benefits:** Including lodging as an accessory use can increase overnight stays, and provide additional revenue opportunities for golf courses and surrounding areas. By offering on-site lodging, golf courses will be able to attract members and guests from a broader region, who may otherwise choose to stay at alternative locations outside the local area. This helps retain spending within the community, as visitors will contribute to the local economy by dining, shopping, and utilizing other services nearby, rather than spending money at accommodations outside the area. This keeps revenue local and supports nearby businesses.
- **Conditional Use Permit:** The amendment ensures that cabins or lodging, like other proposed facilities, will be subject to the required **conditional use permit** approval, ensuring that any new development complies with zoning regulations and community planning goals.

This proposed change aligns with the evolving nature of recreational facilities and meets the growing demand for comprehensive, leisure-focused developments. Additionally, it strengthens the local economy by keeping visitor spending within the community and enhancing the overall appeal of the golf course as a destination.

**Proposed Amendment:**

**117. "Golf course" means a lot, parcel, or tract of land laid out for at least nine holes for playing the game of golf, whether public or private, and improved with tees, greens, fairways, and other game-related hazards, within which the area is not artificially illuminated. A golf course may include a clubhouse, restrooms, driving range, pitch-and-putt practice range, cabins or lodging, shelters as accessory uses, but excludes miniature golf courses. The clubhouse may provide additional services customarily furnished such as swimming and related retail sales that may include a restaurant and cocktail lounge if approved as part of the required conditional use permit.**