

The Board of Supervisors met on 6/21/22 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal presiding. (all audio of meetings available at storycountyia.gov).

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

2022 INSURANCE REVIEW: Andrew Ricklefs, Knapp Tedesco Insurance, reported on slight increase in workers compensation claims, rate trends, paid claims, and statistics. Steve Goodhue, Knapp Tedesco, provided additional detail on coverage and cybersecurity.

EMERGENCY MANAGEMENT QUARTERLY REPORT: Director Keith Morgan reported on responses activities to incidents of flash flooding, stover storage fire, and a shooting. He reported on preparedness, training, operations, and transition to his replacement. The Board thanked him for his service.

MINUTES: 6/14/22 Minutes and 6/14/22 Canvass Minutes – Heddens moved, Murken seconded the approval of 6/14/22 Minutes and 6/14/22 Canvass Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 6/21/22, in a) Secondary Roads for Samantha Herridge @ \$15.00/hr; effective 6/27/22, in a) Secondary Roads for Hunter Anderson @ \$21.24/hr; 2) pay adjustment, effective 6/5/22, in Attorney's Office for Samantha Betz @ \$21.60/hr. Murken moved, Heddens seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 6/23/22 Claims of \$1,556,046.71 (run date 6/17/22, 53 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$312.37), BooSt School Ready (\$28,111.08), BooSt Early Childhood (\$4,394.17), Emergency Management (\$1,811.34), E911 (\$6,575.30), County Assessor (\$21,548.45), City Assessor (\$14,355.62); and Central Iowa Community Services (\$221,715.16). Heddens moved, Murken seconded the approval of Claims as submitted. Roll call vote. (MCU) Heddens stated the attachment for item #7 had been mis-scanned and was missing pages. Murken moved, Heddens seconded the approval of Consent Agenda as presented.

1. Adopt-A-Road Application renewal, effective 1/1/22-12/31/22, for the Loyal Order of Moose Ames Lodge #520, Inc. for Dayton Avenue from E. Riverside Road to 180th Street
2. Extension to Maintenance and Support Agreement between Idemia and Story County, effective 8/1/22-7/31/23, for \$2,500.00
3. Iowa Communities Assurance Pool (ICAP) Renewal Application, effective 7/1/22-6/30/23, for \$388,629.00
4. Amendment No. 2 to Provider and Program Participation Agreement with Mary Greeley Medical Center (MGMC), effective 7/1/22-6/30/23: Inpatient Detox Services \$1,045.80/daily; Inpatient Detox Physician Services \$148.47/daily; Substance Abuse Civil Commitment Transportation - First Person (driver) \$57.96/hour; Substance Abuse Civil Commitment Transportation - Second Person \$30.09/hour
5. Contract for Highway Right-of-Way (ROW) with Teri Hughes Jensen for the purchase of temporary easement for \$77.75 (FM-CO85(M8) --55-85)
6. FY23 Provider and Program Participation Agreement with All Aboard for Kids, effective 7/1/22-6/30/23: Out of School Program—funds are to be used for non-disabled participants (not to exceed \$2,500.00) \$209.01/partial day (three hours)
7. Contract for Conducting Land Application Site Inspections, Record Reviews, and Septic Cleaning Equipment Inspections between the Iowa Department of Natural Resources (DNR) and the Story County Board of Health (BOH)
8. Iowa Byrne Justice Assistance Grant (JAG) Program Awarding Story County \$33,300.00, effective 7/1/22-6/30/23
9. Renewal of CitizenServe Software between Story County and Online Solutions LLC, effective 9/15/22-9/14/23, for \$25,200.00
10. Ames Triathlon Special Event Permit
11. Roadway Maintenance Agreement for Iowa State University Institutional Roads with Iowa Department of Transportation (IDOT), effective 7/1/22-06/30/23
12. Contract with Ames Economic Development Commission (AEDC) and Story County for economic development planning consulting services, effective 7/1/22- 6/30/23, for \$85,000.00
13. Contract with Ames Economic Development Commission (AEDC) and Story County for workforce development consulting services, effective 7/1/22-6/30/23, for \$40,000.00
14. Professional Services Agreement from Shive Hattery for engineering services for construction of a cabin at Dakins Lake for \$12,800.00
15. Agreement between the Treasurer's Office and Masters Touch for Mobile Home Tax Statements
16. Road Closure Resolution(s): #22-48, #22-49, #22-50, #22-51, #22-52, #22-53, #22-54, #22-55, #22-56

Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 305 AMENDING CHAPTER 20 GENERAL ASSISTANCE PROGRAM, SECTIONS 20.01 PURPOSE, 20.02 DEFINITIONS, 20.03 ELIGIBILITY FOR GENERAL ASSISTANCE, 20.05 GENERAL ASSISTANCE APPLICATION, 20.06 REVIEW BY THE BOARD, AND 20.07 APPEAL, OF THE STORY COUNTY CODE OF ORDINANCES:

Erin Rewerts, Program Coordinator, reported on publication. No comments were received; she reviewed two major changes. Heddens asked about the definition of poor. Rewerts reported it helps with homeless individuals and is consistent with federal programs. Faisal opened the public hearing at 10:42 a.m., and, hearing no comments, she closed the public hearing at 10:42 a.m. Heddens moved, Murken seconded the approval of First Consideration of Ordinance No. 305, Amending Chapter 20 General Assistance Program, Sections 20.01 Purpose, 20.02 Definitions, 20.03 Eligibility for General Assistance, 20.05 General Assistance Application, 20.06 Review by the Board, and 20.07 Appeal, of the Story County Code of Ordinances and Set Second Consideration for 6/28/22. Roll call vote. (MCU)

RESOLUTION #22-96, AMENDING THE GENERAL ASSISTANCE MANUAL: Erin Rewerts, Program Coordinator, reported receiving no comments. She reviewed changes. Faisal opened the public hearing at 10:49 a.m., and, hearing no further comments, she closed the public hearing at 10:49 a.m. Murken moved, Heddens seconded the approval of Resolution #22-96, Amending the General Assistance Manual. Roll call vote. (MCU)

YOUTH AND SHELTER SERVICES (YSS)'S REQUEST TO CARRY OVER \$50,000.00 FROM FY22 TO FY23 TO FUND SUICIDE PREVENTION PROGRAMMING: Sandra King, Director of External Operations and County Services, reported on suicide prevention has been listed as a funding priority but could be considered to be linked to mental health services; it is a funding gray area. She stated the County cannot fund Mental Health services and has contacted Central Iowa Community Services (CICS), the region's mental health provider. CICS will analyze and decide at a later date; YSS could bring the request back later in the year when additional information is available. King recommends the Board take no action. Heddens stated to not act until further information is available in July. Discussion took place. Lisa Markley, Assistant Auditor, reported that if the Board is going to assign these funds she needs to know at the end of FY; if deciding in funding in August, that is a different situation. Additional discussion took place. Murken moved, Heddens seconded the deny the request of YSS's Request to Carry Over \$50,000.00 from FY22 to FY23 to Fund Suicide Prevention Programming. Roll call vote. (MCU)

REQUEST TO PROVIDE SPACE IN THE HUMAN SERVICES CENTER (HSC) BUILDING TO IOWA WORKFORCE DEVELOPMENT AT NO COST: Sandra King, Director of External Operations and County Services, reported on the need was brought to the County by the Ames Chamber of Commerce and the City of Ames. Space is currently available at HSC. Joby Brogden, Facilities Management, reported on location of space and its availability. Discussion took place. Brogden reported this will be for six (6) months and then the County will revisit terms. Heddens moved, Murken seconded the approval of Request to Provide Space in the HSC Building to Iowa Workforce Development for \$1.00. Roll call vote. (MCU)

CLASSIFICATION AND COMPENSATION STUDY FINAL REPORT AND IMPLEMENTATION: Alissa Wignall, Director of Internal Operations and Human Resources, reported on the final compensation study and report, and noted due to calculation errors, the cost of the two presented options, Plan A and Plan B, are updated. Murken stated for the record the changes to the implantation plans: Plan A lowered from \$456,263.00 to \$449,333.00; Plan B lowered from \$383,138.00 to \$378,443.00. Wignall reported on the two presented pay plans are based on market survey and salary survey. They include 16 steps per classification with 2.5% in each step. The plans include no separate longevity as it is included in the steps. She reviewed the longevity adjustment and the total implementation cost. Wignall proposes implementing at once with steps/longevity implemented in FY24. Murken stated there is no way for a change to be equally fair to everyone; the proposals are a reasonable approach. Heddens stated the proposal is specific, and will help in decision making. Discussion took place. Wignall recommends undertaking a study every five, and thanked the Board. Additional discussion took place. Wignall reported she is prepared to implement for the first pay period of the fiscal year; she does not recommend delaying implementation. She has preliminary figures available for all offices and departments, and can have a resolution ready for next week's Board meeting. Murken moved, Heddens seconded the approval of Classification and Compensation Study recommendation, Plan A, to implement pay ranges and longevity adjustments, and bring employees to that plan, effective beginning 7/3/22, steps to be frozen in FY23, and resume regular step increases in FY24. Roll call vote. (MCU)

REVISED CLASSIFICATION AND COMPENSATION POLICY (FOR SEVEN-DAY REVIEW): Alissa Wignall, Director of Internal Operations and Human Resources, reported on the proposed classification and compensation plan changes, subsequent pay impact, step increase schedule (begins in FY24 on anniversary date), and transfer protocols. The revisions are subject to seven-day review and the policy will return to the Board for final approval. Heddens moved, Murken seconded the approval of Revised Classification and Compensation Policy, subject to seven-day review. Roll call vote. (MCU)

REVISED HOLIDAY POLICY ADDING MARTIN LUTHER KING JR. DAY (FOR SEVEN-DAY REVIEW): Alissa Wignall, Director of Internal Operations and Human Resources, reported the proposed revision adds the Martin Luther King Jr. federal holiday to the policy. The holiday has been discussed over the years. As with any policy, it is subject to seven-day review and will return to the Board for final approval. Faisal asked about adding the Juneteenth holiday instead. Discussion took place. Wignall stated she can discuss with the unions, and analyze budgetary impact. Additional discussion took place. Murken moved, Heddens seconded the approval of Revised Holiday Policy Adding Martin Luther King Jr. Day, subject to seven-day review. Faisal stated comments from employees will be clarifying. Roll call vote. (MCU)

PUBLIC COMMENT #2: Joby Brogden, Facilities Management Director, reported there will be a work session in the near future to review the final space needs assessment report.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members spoke about multiple upcoming items and commitments. Heddens moved, Murken seconded to adjourn at 12:07 p.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
6/21/22

1. SPECIAL NOTE TO THE PUBLIC: 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:

Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

To join the meeting by telephone:

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS

for more information on how to participate in meetings of the Story County Board of Supervisors.

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. 2022 Insurance Review - Steve Goodhue, Susan Hoshier And Andrew Ricklefs

Department Submitting Human Resources

Documents:

INSURANCE RENEWAL PRESENTATION.PDF

7. AGENCY REPORTS:

- I. Emergency Management Quarterly Report - Keith Morgan

Department Submitting Auditor

Documents:

EM QTR.PDF

Department Submitting Human Resources

Documents:

FY23 ICAP RENEWAL.PDF

- IV. Consideration Of Amendment No. 2 Provider And Program Participation Agreement With Mary Greeley Medical Center Effective 7/1/22-6/30/23 Inpatient Detox Services \$1,045.80/Daily, Inpatient Detox Physician Services \$148.47/Daily, Substance Abuse Civil Commitment Transportation - First Person (Driver) \$57.96/Hour, Substance Abuse Civil Commitment Transportation - Second Person \$30.09/Hour

Department Submitting Community Services

Documents:

BAA STORY CO AND MGMC.PDF

- V. Consideration Of Contract For Highway Right Of Way With Teri Hughes Jensen For The Purchase Of Temporary Easement For \$ 77.75 (FM-CO85(M8)-55-85)

Department Submitting Engineer

Documents:

ROW CTR T JENSEN.PDF

- VI. Consideration Of FY23 Provider And Program Participation Agreement With All Aboard For Kids Effective 7/1/22-6/30/23

All Aboard for Kids - Out of School Program *Funds are to be used for non-disabled participants (Not to exceed \$2,500) \$209.01/1 Partial Day (3 Hours)

Department Submitting Board of Supervisors

Documents:

ALLBOARDFORKIDS CONTRACT FY23.PDF

- VII. Consideration Of Contract For Conducting Land Application Site Inspections, Record Reviews, And Septic Cleaning Equipment Inspections Between Iowa DNR And Story County BOH

Department Submitting Board of Health

Documents:

CONTRACT.PDF

- VIII. Consideration Of Iowa Byrne Justice Assistance Grant (JAG) Program Awarding Story County \$33,300 Effective 7/1/2022 - 6/30/2023

Department Submitting Sheriff

Documents:

BYRNE JAG GRANT.PDF

- IX. Consideration Of Renewal For CitizenServe Software Between Story County And Online Solutions LLC Effective Dates 9/15/22 - 9/14/23 For \$25,200.00

Department Submitting Information Technology

Documents:

CITIZENSERVE.PDF

- X. Consideration Of Ames Triathlon Special Event Permit

Department Submitting Planning and Development

Documents:

AMES TRIATHLON PLANNING DOCUMENT 2022.PDF
INSURANCE.PDF
MEMO.PDF

- XI. Consideration Of Roadway Maintenance Agreement For Iowa State University Institutional Roads With Iowa Department Of Transportation Effective 07/01/22-06/30/23

Department Submitting Engineer

Documents:

ISU ROAD AGREEMENT FY23.PDF

- XII. Consideration Of Contract With Ames Economic Development Commission (AEDC) And Story County For Economic Development Planning Consulting Services Effective 7/1/22-6/30/23 For \$85,000

Department Submitting Board of Supervisors

Documents:

ECONOMIC DEVELOPMENT CONTRACT.PDF

- XIII. Consideration Of Contract With Ames Economic Development Commission (AEDC) And Story County For Workforce Development Consulting Services Effective 7/1/22-6/30/23 For \$40,000

Department Submitting Board of Supervisors

Documents:

WORKFORCE CONTRACT.PDF

XIV. Consideration Of Professional Services Agreement From Shive Hattery For Engineering Services For Construction Of A Cabin At Dakins Lake For \$12,800

Department Submitting Conservation

Documents:

SHIVE HATTERY AGREEMENT.PDF

XV. Consideration Of Agreement Between Treasurers Office And Masters Touch For Mobile Home Tax Statements

Department Submitting Treasurer

Documents:

MT.PDF

XVI. Consideration Of Road Closure Resolution(S): #22-48, 22-49, 22-50, 22-51, 22-52, 22-53, 22-54, 22-55, 22-56

Department Submitting Engineer

Documents:

RC 22 48.PDF
RC 22 49.PDF
RC 22 50.PDF
RC 22 51.PDF
RC 22 52.PDF
RC 22 53.PDF
RC 22 54.PDF
RC 22 55.PDF
RC 22 56.PDF

12. PUBLIC HEARING ITEMS:

- I. First Consideration Of Ordinance #305 Amending Chapter 20 General Assistance Program, Sections 20.01 Purpose, 20.02 Definitions, 20.03 Eligibility For General Assistance, 20.05 General Assistance Application, 20.06 Review By The Board, And 20.07 Appeal, Of The Story County Code Of Ordinances – Erin Rewerts

Department Submitting Community Services

Documents:

ORDINANCE NO 305.PDF

- II. Discussion And Consideration Of Resolution #22-96, Amending The General Assistance Manual - Erin Rewerts

Department Submitting Community Services

Documents:

GA POLICIES AND PROC DRAFT MAY 10 2022.PDF
RESOLUTION GENERAL ASSISTANCE MANUAL JUNE 2022.PDF

13. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of YSS's Request To Carry Over \$50,000 From FY22 To FY23 To Fund Suicide Prevention Programming - Sandra King

Department Submitting Board of Supervisors

Documents:

YSS REQUEST.PDF

- II. Discussion And Consideration Of Request To Provide Space In The HSC Building To Iowa Workforce Development At No Cost

Department Submitting Board of Supervisors

Documents:

IOWA WORKFORCE DEVELOPMENT SPACE ISSUE.PDF

- III. Discussion And Consideration Of Classification And Compensation Study Final Report And Implementation - Alissa Wignall

Department Submitting Human Resources

Documents:

CLASSIFICATION AND COMPENSATION FINAL REPORT.PDF

- IV. Discussion And Consideration Of Revised Classification And Compensation Policy (For 7 Day Review) - Alissa Wignall

Department Submitting Human Resources

Documents:

REVISED CLASSIFICATION AND COMPENSATION POLICY.PDF

- V. Discussion And Consideration Of Revised Holiday Policy Adding Martin Luther King Jr. Day (For 7 Day Review) - Alissa Wignall

Department Submitting Human Resources

Documents:

REVISED HOLIDAY POLICY.PDF

14. DEPARTMENTAL REPORTS:

15. OTHER REPORTS:

16. UPCOMING AGENDA ITEMS:

17. 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.

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

19. 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

6/21/22

NAME

ADDRESS

Susan Hoshay
Andrew Ricklefs
Steve Goodhue
Keith Morgan
Kara Warne
Sandra King
Joby Bredon
Dawn Mackley
Rhonda J Sykes
Lucy Martin

Knapp Tedesco
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"
Story EMA
1573 stagecoach Rd Ames
Bus
SCFM
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Keith Morgan, Coordinator

Melissa Spencer, Deputy Coordinator

Board of Supervisors Update

As Of June 16, 2022

Response:

Heavy rains on April 22nd caused flash flooding in the southern part of the county. The Emergency Management Agency (EMA) received a phone call from a Cambridge Public Works employee that he was notified by a citizen that they saw a white tank floating in a tributary to Ballard Creek. Emergency Management personnel deployed to the scene to help coordinate the search for the tank. There was concern the tank could be a propane or anhydrous ammonia tank. Phone calls were made to local farm cooperatives to see if they had anhydrous nurse tanks delivered to any fields in the area and they had not. Concurrently, the agency requested deployment of the Sheriff's Office drone team to conduct a visual search of the Ballard Creek and tributaries, unfortunately weather conditions prevented drone launch. Ground searches were commenced and the tank was located and identified as a water tank. The owner of the tank was identified and contacted to secure the tank.

The evening of June 2nd, Emergency Management became aware of a shooting incident at the Cornerstone Church with multiple casualties. Staff contacted the incident commander and offered assistance and the EMA was asked to deploy. Emergency Management deployed the Command Trailer, banked radios, helped locate scene lighting for evidence collection, and performed other duties as assigned. Evaluation of the agency response highlighted the need to develop criteria for the Public Safety Answering Points (PSAPs) to use to determine if notification of the on-call emergency manager is warranted. Early notification is essential to allow staff to monitor situations, build situational awareness, and prepare potential response contingency plans that will allow staff to better meet the needs of the incident command if assistance is requested. The agency is also procuring portable lighting for use at incidents.

On June 13th, the EMA became aware of a fire at a stover storage site 1 ½ miles south of Roland on S-14. The Coordinator was asked to deploy to the site and assist with command and control. Due to favorable wind conditions, only the stacks of stover on the north ½ of the site were lost to the fire. Story County has experienced numerous stover fires which cannot be controlled once started and the fire at S-14 is expected to burn for numerous days. Verbio is the owner of the S-14 site and they are working with the McCallsburg Fire Chief to mitigate the impacts of the fire.

The evening of June 14th, severe storms and heavy rains hit Story County. Rain in excess of 3" overnight caused both field and river/stream flooding. There were road closures and we are aware of minor flooding to one home. The EMA is still collecting damage assessments.

PREVENTION

PREPAREDNESS

RESPONSE

RECOVERY

MITIGATION

Proudly serving the communities of:

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

Preparedness:

Planning

Emergency Support Function (ESF) 6/Mass Care and Emergency Support Function (ESF)/11 Agriculture, Natural Resources, & Pets have been revised and await adoption by the Emergency Management Commission.

The Coordinator continues to work with Polk, Jasper, and Marion County emergency management to develop regional mass casualty response protocols to quickly get sufficient resources to a mass casualty site and coordinate patient treatment options to improve utilization of emergency room capabilities.

Training

The Coordinator provided a one and a half hour training session, Introduction to the Incident Command System training (ICS 100), on May 10th to fifteen individuals from four communities. Course critiques rated the delivery of the course an average of 4.1 using a scale of 1 – 5. Knowledge levels, as rated on a scale of 1 – 5, increased an average of 1.7 steps. Although this training is available online, the benefit of the in-person training was it provided the opportunity for participants to discuss the concepts presented and apply them to local situations.

The Coordinator and Deputy Coordinator each conducted a one and a half hour training session, Incident Command System (ICS 402) Incident Command for Executives and Senior Officials, on May 17th and 24th. Fifteen individuals from seven jurisdictions participated in the workshops. Course critiques rated the delivery of the course an average of 4.6 using a scale of 1 – 5. Knowledge levels, as rated on a scale of 1 – 5, increased an average of 1.7 steps.

The EMA collaborated with Story County Amateur Radio Emergency Service (ARES) personnel to conduct three, one-hour training sessions with the Story County Sheriff's Office abduction response team. The objective of the training was to educate them on the communications equipment and staff available for deployment to support abduction response activities.

On April 28th, the Coordinator conducted a one and a half hour workshop with Nevada and Story City police staff to discuss the increased capabilities of the new radio system and how these capability may be integrated into operations.

The Deputy Coordinator has been mentoring the new Boone County Emergency Manager. This mentoring is essential to helping this new Coordinator learn his duties quickly, as Story County may need to call on him for assistance during future incidents.

Exercises

On May 4th, the Coordinator and Deputy assisted with a table top exercise for Ames Incident Command Center personnel which tested new command and control procedures. The exercise brought together the individual sections that received training from the EMA in the past six months and tested their ability to integrate their operations. The exercise highlighted areas where coordination procedure can be improved.

Operations

COVID-19 grant funds were used to hire Crawford and Associates to provide contract support for an After Action Review (AAR) of the EMA's response to the pandemic. The contractor conducted a review of COVID-19 response documentation and they conducted group and individual interviews with stakeholders. The AAR identified Jurisdictional Executive Calls, Situation Reports, and overall collaboration as areas of strengths during the response. Areas for improvement include staffing levels for the EMA and Emergency Operations Center (EOC), training for mayors, and the need for exercises to evaluate Mass Vaccination Plans. An improvement plan will be developed to address these issues.

The EMA is working with the United Way of Story County and Mid-Iowa Community Action to develop processes to quickly activate the capability to collect cash donations during large-scale disasters for use to satisfy unmet local disaster recovery needs. Experience shows there is willingness by the public to donate to recovery operations immediately after large-scale disasters. It can be very beneficial to communities to have a way to tap into these donations and keep them local so they can be used to help Story County citizens with unmet needs.

The American Red Cross has modified their position and now is declining to extending Red Cross liability coverage to our local sheltering teams, which provide sheltering services while the Red Cross deploys their teams. It can take the Red Cross up to four hours to deploy their teams. The EMA is evaluating the impact of this policy change on local sheltering capabilities.

Looking Forward

-The greatest challenge for the EMA is the transition to the new Coordinator. The Emergency Management Commission Executive Committee conducted recruitment and selection of a candidate for approval by the Commission in a special meeting on June 22nd. The candidate is highly qualified which should make the transition smooth without significant degradation of services.

-With the Deputy Coordinator likely to become the Coordinator, the Deputy Coordinator position will become vacant. A quick, but thorough recruitment process will be conducted to find a replacement for this position. If the Coordinator is absent, the Deputy must be prepared to act on their behalf during a crisis and it is essential to find a high-quality replacement.

-Work to modify our current Recovery Plan to a new structure required by the state will begin. There is a move to have a basic recovery plan with sections dedicated to the economic, infrastructure, cultural/natural affairs, health/social services, and housing aspects of recovery. This shift in planning requirements will increase the workload for the EMA.

-September EOC staff training will be designed to continue preparations for April 2023 functional exercise that will test the ability of the Story County Emergency Operations Center and the Ames Incident Command Center to coordinate activities. The training will be more intensive than previous sessions to prepare staff for the high-stress environment of a large-scale disaster.

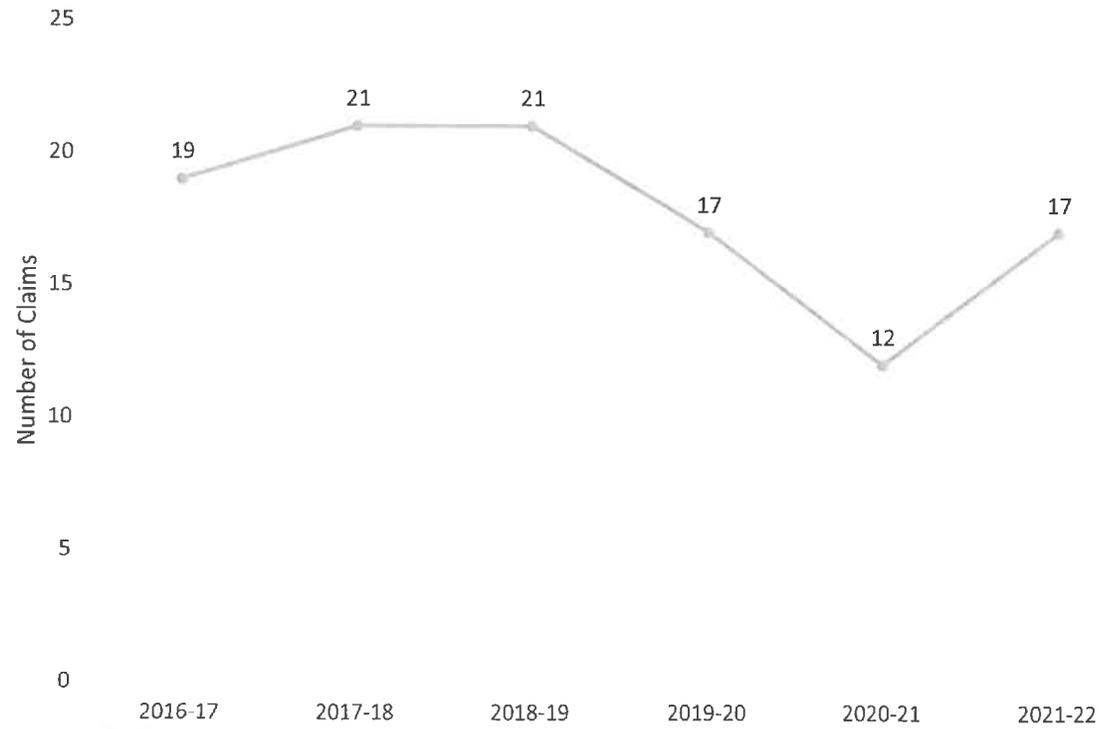
Story County

Insurance Review

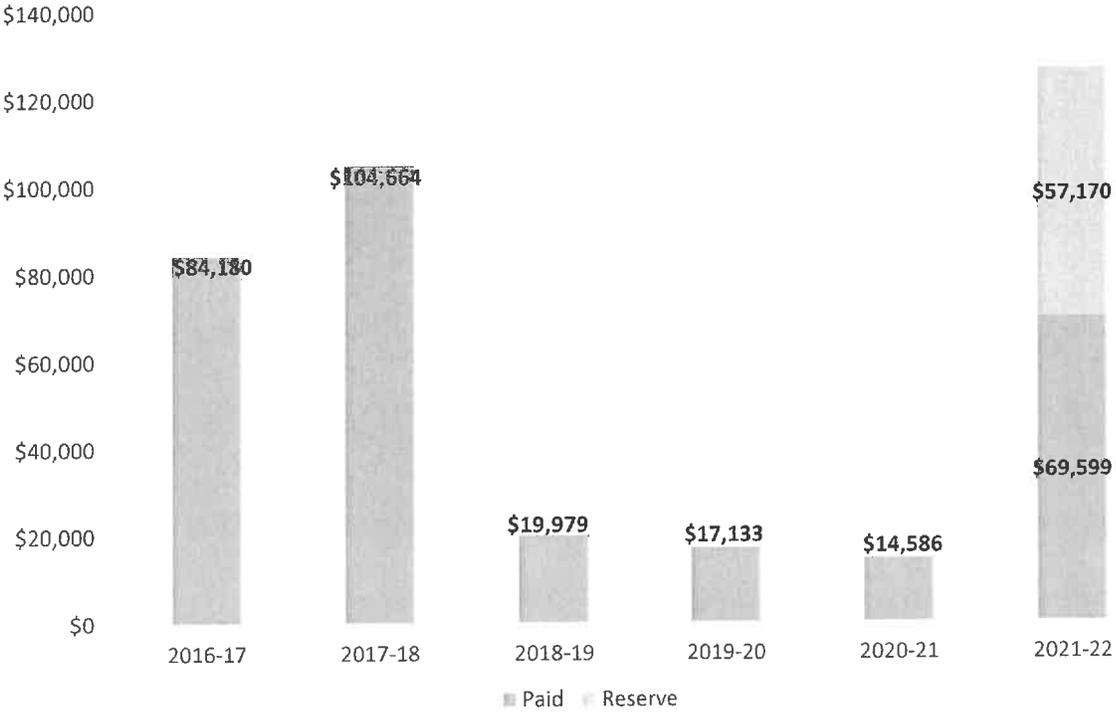
June 21, 2022



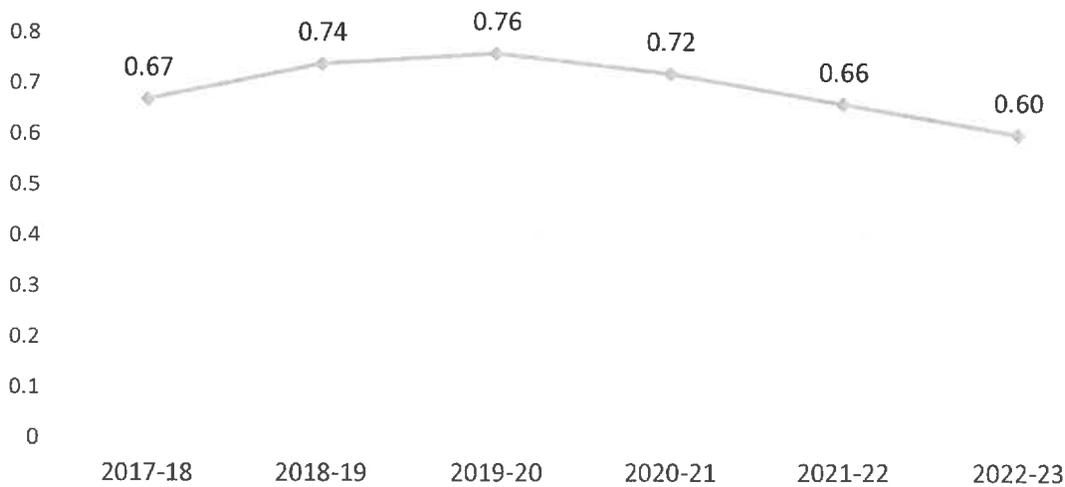
of Paid Work Comp Claims



Work Comp – Incurred Losses by Year



Experience Modification Rate Trend



- Story County #1 lowest experience modification rate – 80 counties insured by IMWCA.
- Story County #4 lowest experience modification rate – 534 members insured.

Property, Liability & Auto Claims

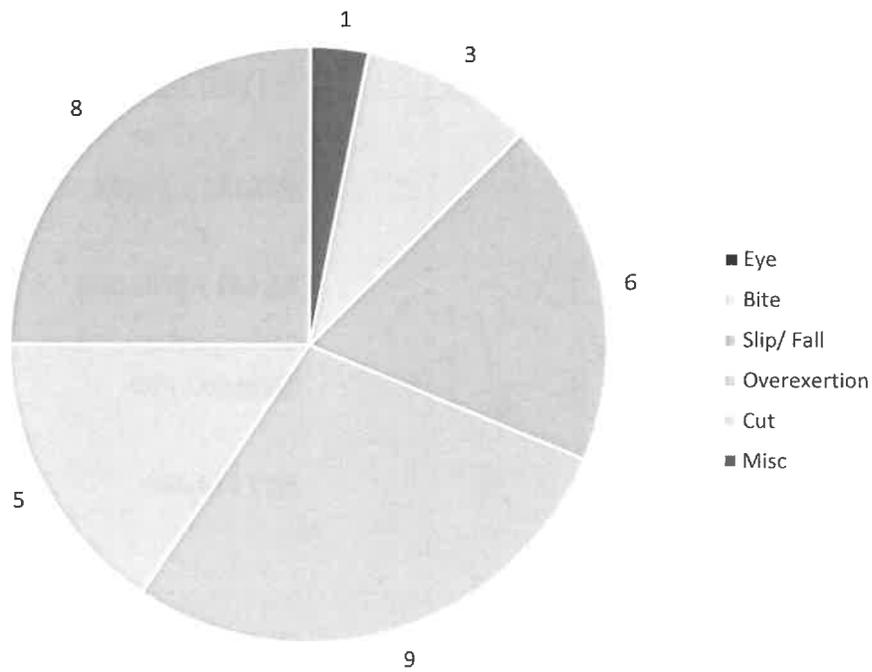
(2017-2022)

<u>Policy</u>	<u># Claims</u>	<u>\$ Paid / \$ Reserve</u>
Auto	8	\$27,123 / \$4,386
Liability	2	\$4,182 / \$100,500
Property	4	\$430,592 / \$0
Professional / EPLI	1	\$0 / \$10,000



Work Comp Claims by Frequency

(2021-2022)



Coverage Snapshot

<u>Coverage</u>	<u>Limits</u>	<u>Deductible</u>
Property / Equipment	\$74,476,115	\$50,000 / \$10,000
Equipment Breakdown	Included	
General Liability	\$2,000,000	\$10,000
Auto Liability	\$2,000,000	\$0
Law Enforcement Liability	\$2,000,000	\$10,000
Public Officials Liability	\$2,000,000	\$10,000
Excess Liability	\$13,000,000	
Crime	\$10,000	\$500
Flood	\$2,000,000	2% of loss



Knapp Tedesco
Insurance



Property Snapshot

Total Property Coverage:

Building	\$60,040,456
Personal Property	\$5,971,449
Computers & Equipment	\$313,364
Fine Arts	\$467,000
Miscellaneous Property Scheduled	\$6,904,146
<u>Miscellaneous Property Unscheduled</u>	<u>\$779,700</u>
Total Insured Value	\$74,476,115

*2021-22 Insured Value was \$70,233,682

ICAP Cyber Coverage

1. Cyber Liability- Covers financials losses that results from data breaches and other cyber events.
 - \$2,000,000 per covered event/ \$13,000,000 excess coverage
2. Cyber Breach- Covers privacy breach response costs, notification expense, breach support, and notification expenses.
 - \$250,000 per covered event/ aggregate
 - Brand Guard- Credit monitoring
 - Data Recovery- Digital asset loss/ restoration expense
 - Cyber Extortion- Expenses and loss of monies as direct result of a threat
 - Cyber Crime- Financial fraud loss (bank or credit card company), telecommunications or phishing fraud.

*Higher limits available for Cyber Breach coverage subject to implementation of Multi-Factor Authentication (MFA) and other cyber protections.

Premium Summary

Line of Coverage	2018-19	2019-20	2020-21	2021-22	2022-2023
ICAP Package Premium	\$274,538	\$244,324	\$257,512	\$311,448	\$388,629
IMWCA WC Premium	\$161,961	\$155,107	\$126,725	\$130,163	\$118,770
Total	\$436,499	\$399,431	\$384,237	\$441,611	\$507,399

- IMWCA total work comp premium, before discounts, is \$404,794. Total discounts of \$285,724 reduced premium to \$118,770.
- Total payroll, for work comp purposes, is \$18,164,224. Total payroll for 2021-22 was \$18,724,353.
- Agency fee – \$26,801.

Thank You!





5515 E. La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 238-2049

June 10, 2022

John Asmussen
Story County Sheriff's Office
1315 5 B Avenue
Nevada, IA 50201
Jasmussen@storycounty.com
(515) 382-7463

RE: Extension to Maintenance and Support Agreement # 001746-002

Dear John Asmussen,

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Story County Sheriff's Office Maintenance and Support Agreement** for the period **August 1, 2022, through July 31, 2023**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at helen.bakkers@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 575-2989 or e-mail helen.bakkers@us.idemia.com. Thank you in advance.

Thank you,

Helen Bakkers

Helen Bakkers
Maintenance Agreement Specialist
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

Signed by: *Casey Mayfield*

Printed Name: Casey Mayfield

Title: Vice President

Date: 6/10/2022

STORY COUNTY SHERIFF'S OFFICE

Signed by: *Latifah Faisal*

Printed Name: Latifah Faisal

Title: Chair, Story County Board of Supervisors

Date: 6.21.22

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 001746-002

CUSTOMER: Story County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
LiveScan	LiveScan – LSS-R	IATPE010	1

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 001746-002 Date June 10, 2022
New Term Effective Start August 1, 2022 End July 31, 2023

For support on covered products, please contact Technical Help Desk at (800) 734-6241
or email at: AnaheimCSCenter@us.idemia.com

STANDARD SUPPORT

Advantage – Software Support

- ◆ Telephone Response: 2 Hour
- ◆ Remote Dial-In Analysis
- ◆ Unlimited Telephone Support
- ◆ Standard Releases & Updates
- ◆ Software Customer Alert Bulletins
- ◆ Automatic Call Escalation
- ◆ Supplemental Releases & Updates
- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM

On-Site Hardware Support

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Next Day PPM On-site Response
- ◆ Hardware Vendor Liaison
- ◆ Defective Parts Replacement
- ◆ Escalation Support
- ◆ Hardware Customer Alert Bulletins
- ◆ Hardware Service Reporting
- ◆ Product Repair
- ◆ Equipment Inventory Detail Management

Parts Support

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins

* If customer is providing their own on-site hardware support, the following applies:

- Customer Orders & Replaces Parts
- Telephone Technical Support for Parts Replacement Available

ADDITIONAL OPTIONS

- Users Conference Attendance (\$4,345 per Attendee) Year: 2022 Number Attendees Requested 0

Included in Registration Fee:

- Conference Registration
- Attendee package upon arrival
- All sessions and training listed on the agenda
- Social events listed on the agenda
- Meals and breaks listed on the agenda
- Hotel room from Monday arrival through Friday morning checkout
- Round trip air travel
- Ground transportation between the conference airport and the conference hotel

Not included in Registration Fee:

- Transportation fee to/from your home town airport
- Airport parking fees in your home town
- Meals during your travel
- Meals outside those included in the conference
- Airline baggage fees
- In-room expenses such as pay-per-view, mini-bar, room service, and any other hotel incidentals
- Extra days before or after the conference

\$ 0

GRAND TOTAL \$ 2,500.00

*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.



Iowa Communities Assurance Pool

INVOICE

FOR

Story County

Anniversary Date: 07/01/2022

**12951 University Ave, Ste 120
Clive, IA 50325
www.icapiowa.com**



Member Invoice

Member Name: Story County
Policy Number: R0432PC2022-3

Anniversary Date: 07/01/2022

<u>Coverage</u>	<u>Limit of Coverage</u>	<u>Contribution</u>
General Liability	\$2,000,000	\$49,417
Auto Liability	\$2,000,000	\$21,717
Law Enforcement Liability	\$2,000,000	\$85,100
Public Officials Liability	\$2,000,000	\$29,966
Excess Liability	\$13,000,000	\$49,088
Property	\$74,476,115	\$126,540
Equipment Breakdown	Included	Included
Crime	\$10,000	\$0
Marketing and Administration Fees		\$26,801
TOTAL CONTRIBUTION		\$388,629

**MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:
07/01/2022**

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.



Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact:	<u>Latifah Faisal</u>	Alternate Contact:	<u>Linda Murken</u>
Title:	<u>Vice-Chair</u>	Title:	<u>Vice Chair</u>
Address:	<u>900 - 6th St.</u>	Address:	<u>900 - 6th St.</u>
Address:	<u></u>	Address:	<u></u>
City, State, Zip:	<u>Nevada, IA 50201</u>	City, State, Zip:	<u>Nevada, IA 50201</u>
Email:	<u>lfaisal@storycountyiowa.gov</u>	Email:	<u>lmurken@storycountyiowa.gov</u>
Telephone:	<u>515-382-7203</u>	Telephone:	<u>515-382-7202</u>

In witness whereof, this proxy was executed on the 21st day of June, in the year 2022, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:

Governmental Subdivision: Story County
 Member ICAP #: 0432
 By: [Signature]
 Title: Chair, Story Co. Board of Supervisors
 By: [Signature]
 (City Clerk/County Auditor/Board Secretary)



Anniversary Information Acknowledgement

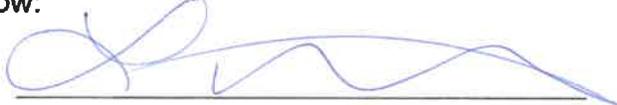
The undersigned representative of the Story County acknowledges that he/she:

- Reviewed the information provided on all Iowa Communities Assurance Pool applications and all applicable supplemental applications.
- Reviewed all applicable property and vehicle schedules.
- Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.
- Reviewed the optional coverage(s) offered by the Iowa Communities Assurance Pool for increased limits. After consideration of the coverage(s) offered and the contribution for same, Story County has elected to:

NA Waive any and all coverage(s) and any applicable contribution charges. Story County understands that to add increased limits coverage in the future, it will be subject to Iowa Communities Assurance Pool's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, Story County will not hold the Iowa Communities Assurance Pool responsible for this decision to waive optional coverage(s).

Accept the increased limits: _____
(Limit of Liability Accepted)

Executed on the 21st day of June, in the year 2022, by the undersigned duly authorized officer of the Governmental Subdivision Story County indicated below:

By: 

Title: Chair, Board of Supervisors

Member: Story County
 Member Number: 0432
 Anniversary Date: 07/01/2022



Iowa Communities Assurance Pool

Commitment to Continue Membership

I, Story County, do hereby affix my signature to this form and promise to submit the contribution of \$388,629.00 (less attached vouchers if applicable) by 7/7/22. In order to fulfill this commitment, our payment will be received by the Iowa Communities Assurance Pool, at the address on this form, no later than 7/18/22.

Printed Name Latifah Faisal
Signature [Handwritten Signature]
Date 6-21-22

Iowa Communities Assurance Pool
12951 University Ave, Ste 120
Clive, IA 50325



Quote Summary

Story County

Anniversary Date: 07/01/2022

Coverage	Contribution	Limit of Coverage	Deductible	Retroactive Date	Coverage Effective
General Liability	\$49,417	\$2,000,000	\$10,000	07/01/2022	7/1/2022
Auto Liability	\$21,717	\$2,000,000	\$0	07/01/2022	7/1/2022
Law Enforcement Liability	\$85,100	\$2,000,000	\$10,000	07/01/2022	7/1/2022
Public Officials Liability	\$29,966	\$2,000,000	\$10,000	07/01/2022	7/1/2022
Excess Liability	\$49,088	\$13,000,000		07/01/2022	7/1/2022
Property	\$126,540	\$74,476,115	See Schedule	07/01/2022	7/1/2022
Equipment Breakdown	Included	Included			Included
Crime	\$0	\$10,000	\$500	07/01/2022	7/1/2022
TOTAL CONTRIBUTION	\$361,828				
Agency Fee	\$23,010				
CRMS	\$3,791				
FINAL CONTRIBUTION	\$388,629				

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.

This quotation expires on the Proposed Effective Date.

**AMENDMENT NO. 2
To
Story County
Provider and Program Participation Agreement Amendment
Dated July 1, 2020**

1. This amendment is entered into this 1st day of July, 2022 by and between Story County and Mary Greeley Medical Center (Provider), original parties to the agreement dated July 1, 2020.

2. In consideration of the mutual covenants herein made, the agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

**Mary Greeley Medical Center ATTACHMENT A Amendment Effective 7/1/22
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023**

Service Description	Unit of Service	Rate
Inpatient Detox Services (Does not include physician services)	Daily	\$1,045.80
Inpatient Detox Physician Services	Daily	\$148.47
Substance Abuse Civil Commitment Transportation – First Person (Driver)	Hour	\$57.96
Substance Abuse Civil Commitment Transportation – Second Person	Hour	\$30.09

OTHER TERMS:

For individuals on a Substance Abuse Civil Commitment whom have been determined to not meet medical necessity for inpatient detox services and are unable to be released until a civil commitment hearing is held, funding for up to 3 days may be considered when the individual meets Story County Substance Abuse Services Funding Policy criteria.

Substance Abuse Civil Commitment Transportation services shall be provided via secure vehicle with life-saving equipment from MGMC to the court ordered destination. The unit of service billed is an hourly rate for client transport from MGMC, to client destination and return of driver to MGMC. The standard unit of service identified by MGMC and CICS MHDS Region will be used for common transportation trips.

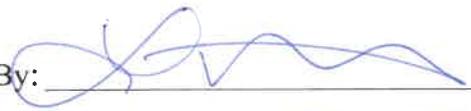
Funding prior authorization is not required for Substance Abuse Civil Commitment Transportation services from MGMC to the court ordered destination. Upon providing Substance Abuse Civil Commitment Transportation, MGMC will notify Story County by sending the funding application to the local service coordinator by end of next business day.

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

Story County:

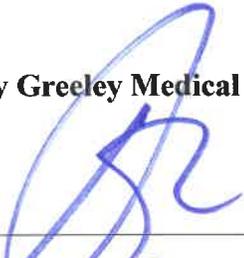
By: 

Print Name: Latifun Haisal

Print Title: Story County Board of Supervisors

Date: 6-21-22

Mary Greeley Medical Center:

By: 

Print Name: Cory Gedde

Print Title: Vice President

Date: 6-7-22

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

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 06-08-200-100
 PROJECT No: FM-C085(M8)-55-85
 ROAD No: (170th ST.)

THIS AGREEMENT made and entered into this 7th day of June, A.D. 20 22 by and between

TERI HUGHES JENSEN

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

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

NONE

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

See attached graphical representation

1.b SELLER GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 3, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

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

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

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

	Payment Amount	Agreed Performance
\$	<u>77.75</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>77.75</u>	TOTAL LUMP SUM

BREAKDOWN:		ac.=acres	sq.ft.=square feet			
Land by Fee Title			ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title			ac./sq.ft.	\$	Fence ___ rods woven	\$
Permanent Easement			ac./sq.ft.	\$	Fence _____ rods barb	\$
Temporary Easement	<u>0.02</u>		ac./sq.ft.	\$ <u>77.75</u>		
Damages for:						\$

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

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

x Teri L. Jensen

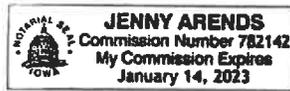
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such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

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: as On this 7th day of June, 2022, before me, the undersigned, personally appeared Teri Lynn Jensen

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



Jenny Arends
Notary Public in and for the State of IA

BUYER'S APPROVAL

Darren Moon 6-10-22
Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 6.21.22
Approved by: Chairperson, Story County Board of Supervisors (Date)

RECEIVED

JUN 13 2022

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2022 is by and between **Story County** and **All Aboard for Kids** (Provider).

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

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

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

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

SECTION 1

Definitions

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

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

SECTION 2

Duties of Provider

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

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

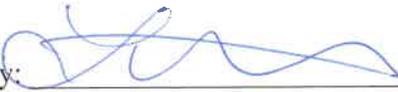
Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail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

Attention: _____

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

COUNTY:

PROVIDER:

By:  _____

By:  _____

Print Name: Lotifan Faisal

Print Name: Lisa C Mc Carthy

Print Title: Story County Board of Supervisors

Print Title: President, All Aboard for Kids

Date: 6.21.22

Date: 6/8/2022

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023

Service Description	Unit of Service	Rate
Out of School Program Not to Exceed \$2,500 *Funds are to be used for non-disabled participants	1 Partial Day (3 Hours)	209.01



STATE OF IOWA

KIM REYNOLDS
GOVERNOR
ADAM GREGG
LT. GOVERNOR

OFFICE OF DRUG CONTROL POLICY
DALE R. WOOLERY, DIRECTOR

MEMO May 31, 2022

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

Congratulations on your SFY 2023 Byrne Justice Assistance Grant award from the Governor's Office of Drug Control Policy (ODCP). Important information to help you get started with the grant follows.

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

- JAG Contract Page & Special Conditions
- JAG Standard Grant Conditions
- Certified Assurances

JAG Special Grant Conditions appearing on the front page of your Contract must be fulfilled. In some cases, the Conditions may need to be fulfilled prior to reimbursement of federal funds.

JAG Standard Grant Conditions are the rules of the program, and as a JAG grant recipient you must agree to comply with them.

Certified Assurances include compliance conditions mandated by the Omnibus Crime Control and Safe Streets Act of 1968 and other related legislation.

Please have the grant Contract page, the Certified Assurances, and the JAG Standard Conditions certification forms signed by the person(s) authorized to do so. You may return original signed copies via mail or you can provide scanned/electronically signed copies via e-mail. If your budget includes contract services, the contracting agency must also sign the JAG Standard certification and the Certified Assurances certification forms.

**Completed contracts and certifications must be received by ODCP
on or before July 7, 2022.**

Signed contracts/certifications should be returned to: Dennis Wiggins dennis.wiggins@iowa.gov, or by mail to 215 East 7th Street, Des Moines, Iowa 50319.

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

Assistance using the electronic grant management system is available by contacting me at (515) 725-0311 or dennis.wiggins@iowa.gov.

Congratulations again on your grant award. Thank you for your interest in a grant from ODCP. Please feel free to call our office if you have questions.

IOWA BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

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

JAG CFDA #16.738

Grantee: Story County 1315 S. B Ave Nevada, Iowa 50201	Grant # 20-JAG-447922 Grant Period: July 1, 2022 - June 30, 2023 Federal: \$33,300 Match: \$11,100 Total: \$44,400
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ODCP Contact:
Dennis Wiggins 515/725-0311

Legal Applicant: <i>Latifah Faisal</i>	Program Director: Nicholas Hochberger
---	--

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

SPECIAL CONDITIONS

Law enforcement personnel funded in whole or in part with these grant funds will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Officers should use the preauthorization code QX6S4 when completing the course.

Project activity funded through this award will comply with all state and federal laws and guidelines. Projects are referred to PATC with questions regarding the appropriate expenditures of state forfeitures.

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

SIGNATURES/DATES

 Legal Applicant/Date	 Program Director/Date	6/21/22 6/14/2022 ODCP Administrator/Date
--	---	--

IOWA GOVERNOR'S OFFICE OF DRUG CONTROL POLICY

STANDARD GRANT CONDITIONS

Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; Coronavirus Emergency Supplemental Funding, and any other Grant administered by the Governor's Office of Drug Control Policy involving federal or state funding.

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1. General.

These standard grant conditions, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Governor’s Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the ODCP involving Federal or State funding.

The Grantee shall provide the necessary facilities, materials, services, and qualified personnel to perform and/or provide all the services set forth in the approved application and the letter of notification for the grant amount. The grant budget will be a basis for the Grantee's expenditure of the grant amount. Acceptance of the terms and conditions of the

grant is indicated by the applicants' signatures on the grant contract, attached certification, and by requesting and expending grant funds.

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

2. Definitions.

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

3. Accountability for All Grantees.

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

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

4. Additional Guidance for Nonprofit Organizations.

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

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

5. Accounts and Records.

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

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

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

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

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

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

7. Non-Supplanting Requirement.

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

8. Program Income.

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

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

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

9. Subcontracting.

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

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

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

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

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

11. Property and Equipment.

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

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

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

12. Computer Systems.

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

13. Travel.

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

In-State meal rates

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

Out of State:

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

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

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

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

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

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

In the event a reasonable and prudent policy does not exist, State of Iowa approval rates will apply to subrecipient travel costs. Subrecipients are encouraged to contact ODCP with questions regarding travel reimbursement rates and processes.

14. Payments.

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

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

15. Reporting.

Form to be Used:

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

Due Date:

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

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

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

Due Date:
October 23rd
January 23rd
April 23rd
July 23rd

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

Due Date
30 Days from the end of the grant performance period.

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

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

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

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

17. Audits:

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

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

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

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

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

18. Monitoring/Evaluation.

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

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

19. Changes in the Program.

- a. Changes in Service: Changes in types of services provided by the Grantee as agreed to in the application and award require **prior approval** by the ODCP. Discontinuation or modification of a service without prior approval may result in a decrease in the grant amount or termination of the grant.
- b. Changes in Location: The Grantee shall notify the ODCP of any change in office or service location (relocation, addition, or deletion) from that shown in the application within 72 hours of such change.
- c. Changes in Program Director or Other Personnel: When there is a change in the program director or any other personnel supported by the grant from that shown on the application, the ODCP must be notified. The Grantee is responsible for replacement, and written notification to the ODCP of each action within 72 hours.
- d. Change in Legal Applicant/Grantee: This grant shall not be assigned, transferred, or conveyed in whole or in part by the Grantee to any third party or parties without

prior written approval from the ODCP. A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one legal entity to another. A change of Grantee must be approved in advance by the ODCP. The ODCP reserves the right to not contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project; and, a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by the ODCP prior to the date of transfer.

- e. Change in Budget: Due to the fact that budget line item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget revision requests must be submitted, and approved by, the ODCP prior to the revised expenditure of funds. The ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested, via iowagrants.gov, by the legal applicant and/or the legal applicant's authorized designee (e.g. the Program/Project Director), who must certify that the change in budget does not constitute a change in the goals and objectives of the program.

20. Copyrights.

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

21. Federal Funds Acknowledgment.

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

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

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

22. Release of Information and Confidentiality of Records.

- a. Release of Public Grant Information: The Grantee is required to make available all records, papers and other documents kept by the Grantee relating to the receipt and disposition of any funds, if requested by any member of the public. All such records shall be available except when access to the records is limited by Federal or State

confidentiality regulations. The intended use of such information will not be a criterion for release.

- b. **Confidentiality of Records:** The Grantee shall maintain the confidentiality of all confidential records related to this grant in accordance with Federal and State laws. Privacy rights of parents and students apply to this program. Grantee policies and procedures shall provide that records of the identity, diagnosis, prognosis, or treatment of any client which are maintained in connection with the performance of the grant be kept confidential and be used only for the purposes and under the circumstances expressly authorized under the Federal confidentiality regulations 42 CFR part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records" and the Code of Iowa, Chapter 22.7. The Grantee shall comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 CFR part 22 that are applicable to the collection, use, and revelation of data or information.

23. Protection of human research subjects

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

24. Conflict of Interest.

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

25. Report Misuses of Funds.

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

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

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

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any

other form issued by a Federal department or agency governing the nondisclosure of classified information.

1) In accepting this award, the Grantee--

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

27. Drug Free Workplace.

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

28. Americans With Disabilities Act.

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

29. Immigration and Naturalization Service.

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

30. Limited English Proficiency.

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

comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.”

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

31. Nondiscrimination/Equal Employment Opportunity Program.

- a. All grant recipients, including contractors, will comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); Juvenile Justice Prevention Act of 1974 (34 U.S.C. § 11182(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973 (29 U.S.C. 794); Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); and U.S. Department of Justice Regulation – Partnerships with Faith-Based and Other Neighborhood Organizations (28 C.F.R. pt. 38).
- b. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the Grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Iowa Governor’s Office of Drug Control Policy (ODCP).
- c. The Grantee will provide an Equal Employment Opportunity Plan (EEOP) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Grantee agencies receiving less than \$25,000; grantee agencies with less than 50 employees; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEOP requirement, but the grantee is required to claim the exemption through OCR’s EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>. Grantees required to submit an EEOP shall submit it directly to the OCR through the online EEO Reporting tool. A copy of the certification form shall also be submitted to the ODCP. Information about civil rights obligations of grantees can be found at www.ojp.usdoj.gov/ocr .
- d. In accordance with Federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act, (IAC Ch 216), prohibits discrimination in employment because of a person’s: Race, Creed, Color, Sex, Age, National Origin, Gender Identity, Sexual Orientation, Disability, or Religion.
- e. Grant recipients, if required, must make available, upon request, its Affirmative Action Program containing goals and time specifications.
- f. This contract may be suspended or terminated, in whole or in part, in the event of the Grant recipient’s noncompliance with this section and the recipient may be declared ineligible for further contracts with the ODCP. Additionally, the ODCP may take

further action by imposing other sanctions or invoking other remedies as provided by the Iowa Civil Rights Act of 1965 or as otherwise provided by law.

- g. The U.S. Department of Justice, Office for Civil Rights issued an advisory document for grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, the Grantee should consult local counsel in reviewing their employment practices. If warranted, the Grantee should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

32. Findings of Discrimination.

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

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

1. Advance determination regarding suitability. The Grantee (and any subrecipient at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the Grantee or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.e., and taking into account the factors and considerations described in paragraph 4.
2. Updates and reexaminations
 - a. The Grantee (or subrecipient) must, at least every five years, update the searches described in paragraph 3.e, reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.
 - b. The Grantee also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.
3. Definitions
 - a. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the Grantee (or subrecipient)) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the Grantee (or

- subrecipient). Such an individual might be an employee of a Grantee (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.
- b. "Participating minor." All individuals under 18 years of age participating in grant funded activities are participating minors.
 - c. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--
 - i. brief contact that is both unexpected by the Grantee (or subrecipient) and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.
 - ii. personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the Grantee (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.
 - d. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds, or "program income" for the award include both--
 - i. activities carried out under the award by the Grantee (or subrecipient); and
 - ii. actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.
 - e. "Current and appropriate information"

In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the Grantee's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

 - i. Public sex offender and child abuse websites/registries

A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including—

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

interact with a participating minor in the course of activities under the award.

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

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

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

4. Factors and considerations in determinations regarding suitability

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

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

- a. Withholds consent to a criminal history search required by this condition;
- b. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
- c. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- d. To the knowledge of the Grantee (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):
 - i. sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
 - ii. rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - iii. sexual exploitation, such as through child pornography or sex trafficking;
 - iv. kidnapping;
 - v. voyeurism; or
- e. Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. Administration; rule of construction

- a. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of the grant, and throughout the remainder of the period of performance.
- b. The Grantee is to contact the ODCP with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
- c. Nothing in this condition shall be understood to authorize or require the Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

34. Equal Treatment for Faith Based Organizations.

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

35. Lobbying Restrictions.

The Grantee agrees that:

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

36. Sanctuary Jurisdiction (Iowa Code).

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

37. Liability.

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

38. Drug Task Force.

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

39. Drug Task Force Training.

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

40. Safe Policing and Law Enforcement

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

41. Use of Force Training Metrics.

(Byrne JAG Grantees Only) Law enforcement agencies receiving direct or sub-awarded JAG funding must submit accountability metrics data related to training that officers have

received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

42.NEPA Clandestine Methamphetamine Laboratories.

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

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

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

Methamphetamine Mitigation Conditions

Where applicable, grant recipients shall:

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

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

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

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

44. Recipient Integrity and Performance.

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

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

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

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

46. Breach of Personally Identifiable Information.

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

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

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

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

48. Withholding of Support, Suspension, and Termination.

- a. Withholding of Support: With ten (10) days written notice, the ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by Grantee and approved by the ODCP. Reasons may include, but are not limited to the following:
 - 1.) Delinquency in submitting required reports;

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

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

Grantee shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Grantee fails to ensure a smooth transition of services to clients, the ODCP may, at its sole discretion, place the Grantee on its list of contractors barred from entering into any contract with the ODCP and immediately terminate all other existing contracts between the ODCP and the Grantee. The Grantee shall cooperate in good faith with the ODCP and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement provider.

- f. The ODCP shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates; any costs incurred by Grantee in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract; any taxes Grantee may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- g. The ODCP reserves all administrative, contractual and legal remedies which are available in the event that the Grantee violates or breaches the terms of this contract.

49. Indemnification.

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

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

50. Warranties.

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

performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the ODCP notifies Grantee of any services performed in violation of this standard, Grantee shall re-perform the services at no cost to the ODCP, such that the services are rendered in the above-specified manner, or if the Grantee is unable to perform the services as warranted, Grantee shall reimburse the ODCP any fees or compensation paid to Grantee for the unsatisfactory services.

- e. The Grantee represents and warrants that the Deliverables will comply with any applicable Federal, State, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

51. Status of Grantee.

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

52. Choice of Law and Forum.

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

53. Immunity from Liability.

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

54. Compliance with Iowa Code chapter 8F.

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Grantee certifies it will comply with the requirements of the Iowa Code chapter 8F. The Grantee shall forward any compliance documentation, including but not limited to certifications, and any compliance documentation received from subcontractors by the Grantee to the ODCP.

55. Enhancement of Contractor Employee Whistleblower Protections.

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

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

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

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

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

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

56. Ownership of Deliverables.

Ownership and Assignment of Other Deliverables. The Grantee agrees that the State and the ODCP shall become the sole and exclusive owners of all Deliverables. Grantee hereby irrevocably assigns, transfers and conveys to the State and the ODCP all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Grantee represents and warrants that the State and the ODCP shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Grantee or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Grantee. The Grantee (and Grantee’s employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the ODCP and the payment of such royalties or other compensation as the ODCP deems appropriate. Unless otherwise requested by ODCP,

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

57. Confidentiality, IT Standards, and Security.

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

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

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

b. The Grantee will take all precautions and actions necessary to: (i) prevent unauthorized access to the ODCP's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the ODCP's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Grantee agrees that it will not copy, reproduce, transmit, or remove any ODCP (or State) information or data without the prior written consent of the ODCP. Grantee agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the ODCP or the State as a result of: (a) any

breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Grantee or Grantee's employees, agents and subcontractors. Breaches of security include, but are not limited to:

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

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

58. Qualifications of Staff.

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

59. State Agencies and Iowa Regent Institutions.

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

- a) Section 45 (Indemnification) and Section 47 (Status of Grantee) shall be of no force and effect.
- b) Section 46 (Warranties) shall be modified to delete the phrase "and warrants" each time said phrase is mentioned. Additionally, the following sentence shall be deleted from 46(b): "In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section."
- c) Section 52 shall be modified to add the following sentence: The ODCP and State agree to provide to Grantee a non-exclusive, royalty-free license to use the Deliverables for its own research and educational purposes, for the purpose of complying with this Grant, and for any purpose authorized or required by federal or state law.

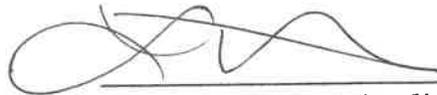
Revised May 31, 2022

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

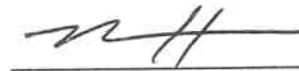
On behalf of, (agency) Story County Sheriff's Office I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa/Governor's Office of Drug Control Policy

Grant Program.

Latifah Faisal
(Legal Applicant – Print or Type)
(Date)

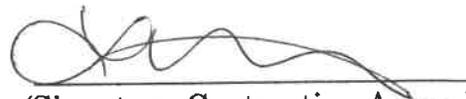

(Signature Legal Applicant)

Nicholas Hochberger
(Program/Project Director – Print or Type)
(Date)


(Signature Program/Project Director)

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

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


(Signature Contracting Agency)

6.21.22
(Date)

Iowa Governor's Office of Drug Control Policy
CERTIFIED ASSURANCES

NON-SUPPLANTING

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

MATCHING FUNDS

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

RECORD KEEPING

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

REPORTING

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

FINANCIAL AND ADMINISTRATIVE GUIDE

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

COMPLIANCE WITH FEDERAL PROCEDURES

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

DUNS/SAM Registration:

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

Recipient Integrity and Performance

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

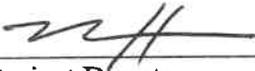
Iowa Governor's Office of Drug Control Policy

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

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

CERTIFICATION

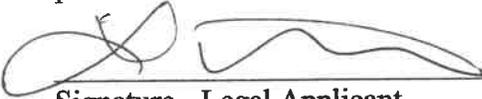
I certify that the program in this application meets all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; that all the information presented is correct; and the application will comply with the provisions of the Act and all other Federal laws, regulations, and guidelines.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



Signature - Project Director

6/14/2022

Date



Signature - Legal Applicant

6.21.22

Date

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person: Paul H. Fitzgerald

2. Title/Address: Paul H. Fitzgerald, Story County Sheriff
1315 S. B Ave
Nevada, IA 50201

3. Telephone Number: 515-382-7456

4. Number of persons employed by the agency responsible for administering this grant:
90

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

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

(Sub-Recipient)

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

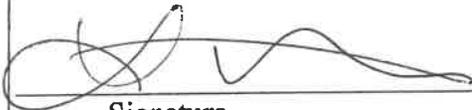
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

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

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

Latifah Faisal, Chair, Board of Supervisors

Name and Title of Authorized Representative



Signature

6-21-22

Date

Story County

Name of Organization

900 6th St, Nevada, Iowa 50201

Address of Organization

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

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

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

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

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

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

Story County

Organization Name

Latifah Faisal, Chair, Board of Supervisors

Name and Title of Authorized Representative



Signature

6.21.22

Date

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

Latifah Faisal
Name of Authorized Individual

 6.21.22
Signature and Date

Online Solutions LLC
1101 E. Warner Rd Suite 160
Tempe, AZ 85284 US
(800)325-9818x703
jim@citizenserve.com
www.citizenserve.com



BILL TO
Story County
ATTN: Amelia Schoeneman
Planning and Development
900 6th Street
Nevada, IA 50201

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4689	06/10/2022	\$25,200.00	06/10/2022	Due on receipt	

DESCRIPTION	QTY	RATE	AMOUNT
Annual Billing Annual billing for 14 Citizenserve user subscriptions (09/15/2022 - 09/14/2023)	14	1,800.00	25,200.00
BALANCE DUE			\$25,200.00

APPROVED **DENIED**
Board Member Initials: AS
Meeting Date: 6.21.22
Follow-up action: _____



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

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiowa.gov

APPROVED DENIED
Board Member Initials: [Signature]
Meeting Date: 6.21.22
Follow-up action:

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Marcus Amman, Planner
RE: Special Event Permit Ames Triathlon SE22-000001
DATE: June 21, 2022

Alex Syhlman, Race Director, True Time Racing Services for Iowa Multi-Sport is requesting a Special Event Permit for the Ames Triathlon planned for June 26, 2022, starting at Ada Hayden Park, Ames. The triathlon includes swimming, biking, and running legs to the race. The swimming and running will occur at Ada Hayden Park in Ames. The bike race will occur primarily in the unincorporated area of Story County.

County Regulation

Story County Code of Ordinance Chapter 83 generally requires applicants to submit a Special Event Permit application to be acted on by the Story County Board of Supervisors for planned events occurring over a four-hour period and involving more than 250 event staff, volunteers, participants, and spectators. The proposed triathlon will begin with setup at 5 a.m. on June 26, 2022, and tear down will occur by 1 p.m. the same day. They anticipate 300-370 participants, coordinators, and volunteers.

Planning and Development Department staff are to coordinate review of the application with the Sheriff's Office, Fire Chief (Gilbert Fire for bike race), Ambulance District (Mary Greeley), Environmental Health, Engineer's Office, Conservation Office, Emergency Management, and any other applicable agencies such as cities (Ames and Gilbert) within two miles of the event. This event also involves Ames police, fire, and parks and recreation departments and typically one meeting is coordinated between all involved.

Summary of Race

Swim - 500 meters and starts at the north boat ramp area of Ada Hayden Park.
Biking - 15 miles and starts at Ada Hayden. The route is south of Ada Hayden on HWY 69, west on Bloomington Road, north on George Washington Carver, west on Cameron School Road, north on 500th Ave, east on 170th St., south on George Washington Carver, east on 190th St., south on HWY 69 to Ada Hayden Park. No roads will be closed.
Run - 3.1 miles figure eight on the paved trail at Ada Hayden

Ames Fire and the Story County Sheriff's Dive Team will be stationed at the lake during the swim. The water will be tested to ensure it is safe for swimming. Support and rescue boats will be in the water.



PLEASE RECYCLE



Story County Planning and Development Department
Ph. 515-382-7245 Fax: 515-382-7294

Each intersection on the bike course is planned to have cones to direct cyclists/traffic, an event in progress sign, a volunteer, or Ames Police or the Story County Sheriff controlling the intersection. The applicant provided a full list of deputy locations:

- *deputy - Cameron School Road and GW Carver (the applicant is working with the Sheriff's Office to determine if a second deputy is needed)*
- *deputy - Cameron School Road and Y Ave (county line road)*
- *deputy - Y Ave and 170th Street*
- *deputy - GW Carver and 190th Street (the applicant is working with the Sheriff's Office to determine if a second deputy is needed)*
- *deputy - Grand Ave/Hwy 69 north of W 190th to slow traffic*
- *officer/deputy - light at Hyde and 190th requested*

Other Plans and Procedures

For the bike route, the applicant has spoken with Christ Community Church about using their facilities as emergency weather shelters.

Mary Greeley is contracted to provide a dedicated ambulance during the event.

A copy of the certificate of liability insurance was provided.

A weather plan was submitted and the race director has the contact information for the National Weather Service for assistance. The applicant will monitor weather and call the race if necessary.

After approval, Planning and Development will mail notification to property owners along the bike route.

Recommendation

Based on input from the departments and agencies representatives reviewing the Special Event Permit application and applicant's responses, Planning and Development staff recommend the Board of Supervisors approve **the Special Events Permit SE22-000001.**

Alternatives

- 1) **The Story County Board of Supervisors approves the Special Event Permit as put forth in case SE22-000001.**
- 2) The Story County Board of Supervisors approves the Special Event Permit with conditions as put forth in case SE22-000001.
- 3) The Story County Board of Supervisors denies the Special Event Permit as put forth in case SE22-000001.



PLEASE RECYCLE



Story County Planning and Development Department
Ph. 515-382-7245 Fax: 515-382-7294

- 4) The Story County Board of Supervisors tables the Special Event Permit as put forth in case SE22-000001 request back to the applicant and/or staff for further review and/or modifications, and directs staff to place this item on the Board of Supervisor's future meeting agenda.



PLEASE RECYCLE



June 16, 2022

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

Subject: Fiscal Year 2023 Roadway Maintenance Agreement with Story County Board of Supervisors for Roads within Iowa State University

Dear Darren,

Enclosed is a copy of the proposed Fiscal Year 2023 Roadway Maintenance Agreement for routine maintenance on institutional roads within Iowa State University.

This agreement will be effective for the period beginning 7/1/2022 and ending 6/30/2023.

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

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

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

If you have any questions, please contact me at 515-239-1194 or benjamin.adey@iowadot.us.

Sincerely,

Benjamin Adey
District 1 Staff Engineer - North Area

Enclosure

cc: Allison Smyth, IA DOT District 1
Bob Ellis, IA DOT District 1
Cheryl Parrish, IA DOT District 1
Tony Gustafson, IA DOT District 1



Iowa Department of Transportation

ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Iowa State University
AGENCY _____
COUNTY Story
CITY Nevada

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

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

1. ROUTINE MAINTENANCE

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

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

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

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

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

None

2. SPECIAL MAINTENANCE

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

Not applicable

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

Not applicable

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

Not applicable

3. PAYMENT

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

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

- B. Payment for routine maintenance at the rate of \$ 2,000.00 per lane mile per year.
Total lane miles 2.50 at \$ 2,000.00 per lane mile = \$ 5,000.00
- C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2022
Ending Date: 6/30/2023

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

RECOMMENDED FOR APPROVAL:

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

BY [Signature] 6.21.22
TITLE Chair, Story Co Board of Supervisors (DATE)

IOWA DEPARTMENT OF TRANSPORTATION

BY District Engineer (DATE)

Recommended for approval by:

[Signature] 6-16-22
Darren R. Moon, P.E. Date

Institutional Roads maintained by Story County for Iowa State University

#070 – in Sec 17 & 20 – T83N – R24W (2 lane gravel road) 0.25 miles of 2 lane = 0.50 miles

#071 – in Sec 20 & 21 – T83N – R25W (2 lane gravel road) 1.00 miles of 2 lane = 2.00 miles

1.25 miles x 2 lane = 2.50

Total 2.50 miles

CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 1st day of July, 2022, by and between **STORY COUNTY, IOWA**, an Iowa Municipal Corporation whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "County") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called "the AEDC") whose mailing address and telephone number is 304 Main Street, Ames, Iowa 50010, telephone 515-232-2310.

WITNESSETH THAT:

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

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

I

PURPOSE AND INTENT

The purpose of this Agreement is to procure for the County and its citizens in the unincorporated areas of Story County and those communities with 2020 *US Census* population of less than 2,000 persons wholly located in Story County ("Story County and communities") certain economic development-related services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the County for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II

SCOPE OF SERVICES

A. In consideration for the payment of \$85,000 in accordance with Section III, the AEDC shall provide the following economic development related services to the County and its citizens in the unincorporated areas of Story County and those communities with 2020 *US Census* population of less than 2,000 persons wholly located in Story County ("Story County and communities") during the term of this agreement:

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

- 4) The AEDC will serve as the primary marketing entity for business recruitment to highlight Story County and communities.
- 5) The AEDC will deploy an aggressive marketing campaign that will focus on targeted industries such as ag-biotechnology and advanced manufacturing businesses that do not overtax our infrastructure.
- 6) The AEDC will assess, update and implement the economic development recommendations of Story County and communities' Comprehensive Plan(s); the AEDC will educate management, staff and elected officials on market trends affecting Story County and communities' economic condition(s) and provide guidance on policies necessary to improve economic conditions.
- 7) The AEDC will assist communities as needed with key community development and infrastructure initiatives that support or enhance economic development opportunities, providing resources for information to communities for federal, state and local funding programs, and provide information and guidance for new and existing businesses in obtaining financial incentives, if applicable.
- 8) The AEDC will actively pursue new retail, industrial, and commercial businesses to occupy vacant or underutilized properties within Story County and communities.
- 9) The AEDC will develop a database of key contacts for major commercial and industrial companies suitable for recruitment to Story County and communities.
- 10) The AEDC will serve as a liaison for Story County and communities to local businesses to support their retention and to encourage their expansion within Story County and communities.
- 11) The AEDC will develop and maintain a comprehensive database of commercial and industrial properties within Story County and communities available for development or reuse. Story County will receive a current copy of the aforementioned database in a standard format two-weeks before the termination of this contract.
- 12) The AEDC will develop and distribute hardcopy marketing materials and collaborate with Story County and communities' IT professionals for electronic version marketing materials.
- 13) The AEDC will maintain information regarding grants, loans and incentives for business development with Story County and communities.
- 14) The AEDC will report quarterly to the Story County Board of Supervisors on related activities beginning in July 2022.

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

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

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

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

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

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

**III
METHOD OF PAYMENT**

- A. Payment for services will be made by County according to the following schedule:
- | | |
|-----------------|----------|
| July 1, 2022 | \$25,000 |
| October 1, 2022 | \$20,000 |
| January 1, 2023 | \$20,000 |
| April 1, 2023 | \$20,000 |
- B. On or before June 30, 2022, the AEDC will provide electronically, itemization of costs incurred. AEDC will make available all receipts if requested by the County.
- C. The maximum total amount payable by the County under this agreement is \$85,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

**IV
FINANCIAL ACCOUNTING AND ADMINISTRATION**

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

**V
DURATION**

- A. This Agreement shall be in full force and effect from and after July 1, 2022, until June 30, 2023.
- B. **EXTENSION.** If mutually agreeable to County and AEDC, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30 day's prior written notice.

**VI
REQUIREMENTS**

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

**VII
ASSIGNMENT**

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

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

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

**IX
INDEPENDENT CONTRACTOR**

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

**X
INSURANCE AND TAXES**

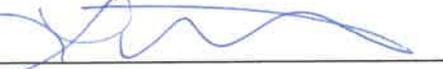
AEDC is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. AEDC is also responsible for payment of State and Federal taxes, and any other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

**XI
CONFIDENTIALITY**

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

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

STORY COUNTY, IOWA

BY 

DATE 6.21.22

ATTEST:



DATE 6.21.22

AMES ECONOMIC DEVELOPMENT COMMISSION

BY 
Daniel A. Culhane, President/CEO

6/10/22
DATE

Print Name:

Daniel A. Culhane

CONTRACT FOR WORKFORCE DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 1st day of July, 2022, by and between **STORY COUNTY, IOWA**, an Iowa Municipal Corporation whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "County") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called "the AEDC") whose mailing address and telephone number is 304 Main Street, Ames, Iowa 50010, telephone 515-232-2310.

WITNESSETH THAT:

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

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

I PURPOSE AND INTENT

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

II SCOPE OF SERVICES

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

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

**III
METHOD OF PAYMENT**

- A. Payment for services will be made by County according to the following schedule:
 - July 31, 2022 - \$15,000
 - October 1, 2022 - \$15,000
 - January 1, 2023 - \$10,000
- B. On or before June 30, 2023, the AEDC will provide electronically, itemization of costs incurred. AEDC will make available all receipts if requested by the County.
- C. The maximum total amount payable by the County under this agreement is \$40,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

**IV
FINANCIAL ACCOUNTING AND ADMINISTRATION**

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

**V
DURATION**

- A. This Agreement shall be in full force and effect from and after July 1, 2022, until June 30, 2023.
- B. EXTENSION. If mutually agreeable to County and AEDC, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30 day's prior written notice.

**VI
REQUIREMENTS**

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

**VII
ASSIGNMENT**

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

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

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

**IX
INDEPENDENT CONTRACTOR**

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

**X
INSURANCE AND TAXES**

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

**XI
CONFIDENTIALITY**

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

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

STORY COUNTY, IOWA



BY
Chairperson, Story County Board of Supervisors

6-21-22
DATE

ATTEST:



Story County Auditor

6-21-22
DATE

AMES ECONOMIC DEVELOPMENT COMMISSION



BY
Daniel A. Culhane, President/CEO

6/10/22
DATE

Print Name:

Daniel A. Culhane



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

Memorandum

To: Story County Board of Supervisors

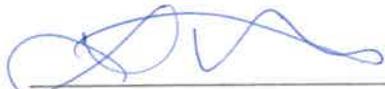
From: Michael D. Cox, Director

Date: June 21, 2022

Re: Consideration of Professional Services Agreement From Shive Hattery for Engineering Services for Construction of a Cabin at Dakins Lake for \$12,800

The attached secures the services of Shive Hattery for civil engineering services for plan design for construction of a cabin at Dakins Lake. Construction is budgeted in FY23

Story County Conservation board urges your approval.



Approval

6-21-22

Date

Disapproval

Date

PROFESSIONAL SERVICES AGREEMENT

ATTN: Michael Cox
CLIENT: Story County Conservation Board
McFarland Park
56461 180th Street
Ames, IA 50010-9451

PROJECT: Story CCB - Dakins Lake Cabin Site Plan

PROJECT LOCATION: Zearing, IA

DATE OF AGREEMENT: June 9, 2022

PROJECT DESCRIPTION

Story County Conservation is planning to construct a cabin at Dakins Lake. Shive-Hattery will assist with the design and layout of the cabin site and utility extensions.

SCOPE OF SERVICES

We will provide the following services for the project:

1. Site Design
 - A. Utilize record documents from the Dakins Lake Campground project as existing conditions files and the basis of our design.
 - B. Site plan
 - i. Prepare a site plan layout of the proposed cabin. Coordinate with Story County Conservation and the cabin provider to determine cabin layout and dimensions.
 - ii. Identify building finished floor elevation and sidewalk connections to doors and parking areas.
 - iii. Update the site layout one (1) time based on review comments.
 - C. Site utility extensions
 - i. Utilize existing record drawings for the sanitary sewer system, domestic water, electrical, and stormwater systems at Dakins Lake Campground.
 - ii. Coordinate with Client and design services extensions to proposed cabin. We assume that the existing utilities onsite are sufficient to serve the proposed building.
 - D. Grading plan
 - i. Develop proposed finish grade information for the proposed building and site improvements.
 - ii. Identify anticipated erosion and sediment controls.
 - E. Permitting
 - i. Assist the Client in obtaining site plan approval from Story County.
 - F. Prepare construction plans and specifications for proposed improvements identified above.
 - G. Prepare opinion of probable costs for the proposed site improvements.



CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Site Design Services	Fixed Fee	\$12,800	Included	\$12,800
TOTAL				\$12,800

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included - Expenses have been included in the Fee amount.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Topographic Survey. We anticipate that the record documents from the Dakins Lake campground project and 2020 LiDAR topographic data will be sufficient for the development of the site plans. If topographic or utility survey is required, it will be handled with an amendment to this agreement.
2. Our proposal assumes that connection to the existing sanitary sewer stub. Design of septic systems or lift stations is an additional service.

3. Site disturbance is assumed to be less than 1 acre. If more than 1 acre of land is impacted, IDNR NPDES Permit and county stormwater ordinances would require additional efforts.
4. The design of exterior ramp or deck structures adjacent to the proposed cabin.
5. Landscaping design/and plan.
6. Architectural, structural, or mechanical engineering services.
7. Bid Phase Services
8. Construction Phase Services

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery April 2022

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or WSM, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment Act (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

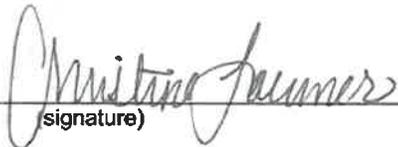
Sincerely,
SHIVE-HATTERY, INC.



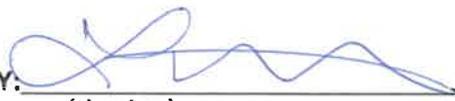
Luke Monat, PE
Project Manager
lmonat@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Story County Conservation Board / Story County Board of Supervisors

BY:  **TITLE:** SCC Board Chair
(signature)

PRINTED NAME: Christine Laumer **DATE ACCEPTED:** 6/13/22

BY:  **TITLE:** chair, Story Co. Board of Supervisors
(signature)

PRINTED NAME: Latifah Faizal **DATE ACCEPTED:** 6-21-22

Closure No. 22-56

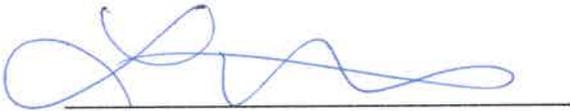
Date June 16, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of weather in section 27/28 Warren Twp on

650th Ave is closed between 150th St and 140th St



Chair, 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 THE BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by 

Closure No. 22-55

Date June 16, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of weather in section 32 Grant & 5 Union Twp on

280th St between R70(580th Ave) and 570th Ave



Chair, 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 THE BOARD	Yea <u>3</u>	Nay <u>0</u>	Absent <u>0</u>
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CHAIRPERSON

Above tabulation made by 

Closure No. 22-54

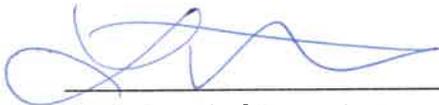
Date June 16, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Weather in section 23/24 Milford Twp on

610th Ave is closed between 210th Street and 220th Street



Chair, 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 THE BOARD

Yea 3 Nay 0 Absent 0



CHAIRPERSON

Above tabulation made by 

Closure No. 22-53

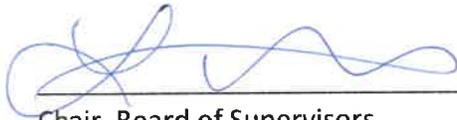
Date June 16, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Weather in section 19/20 Warren Twp on

630th Ave is closed between 130th St and 140th St.



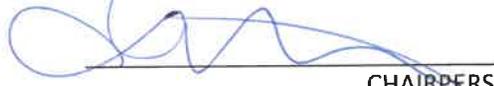
Chair, Board of Supervisors

Attest: 

County Auditor

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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 THE BOARD
Yea 3 Nay 0 Absent 0



CHAIRPERSON

Above tabulation made by 

Closure No. 22-52

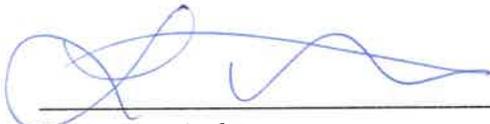
Date June 15, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Weather in section 18 Warren Twp on

130th (E18) is closed between 620th Avenue and 630th Avenue



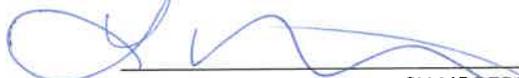
Chair, Board of Supervisors

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 THE BOARD
Yea 3 Nay 0 Absent 0



CHAIRPERSON

Above tabulation made by 

Closure No. 22-51

Date June 15, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Weather in section 18 Washington Twp on

500th Ave is closed between 240th St and Zumwalt Station Rd



Chair, 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 THE BOARD	Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
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CHAIRPERSON

Above tabulation made by 

Closure No. 22-50

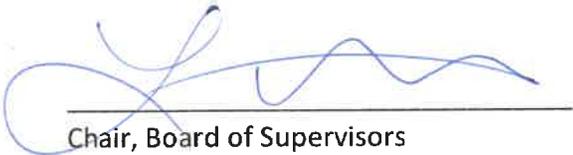
Date June 15, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Weather in section 7 Washington Twp on

500th Ave is closed between Lincoln Highway and 240th St.



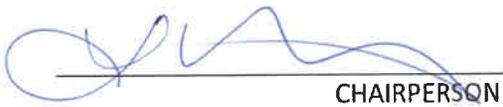
Chair, Board of Supervisors

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

Above tabulation made by 

Closure No. 22-49

Date June 15, 2022

Resolution

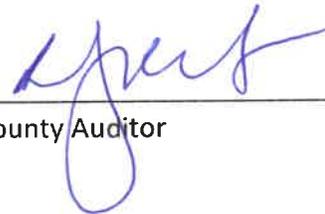
BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 28 & 27 Warren Twp on

650th Ave is closed between 150th St and 140th St



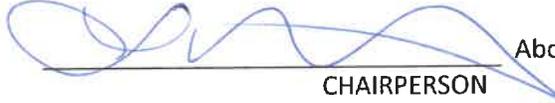
Chair, Board of Supervisors

Attest: 

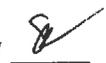
County Auditor

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

Above tabulation made by 

Closure No. 22-48

Date June 14, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Maintenance in section 36 Lafayette; 31 Howard Twp on

560th Avenue is closed just north of 150th St for bridge rail repair



Chair, 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 THE BOARD

Yea 3 Nay 0 Absent 0



CHAIRPERSON

Above tabulation made by 



2022

Mailing Instructions - Page 1

Customer name: Story IA Treasurer

Sales Representative: Becca Bucknell

Mission Manager: Melanie Noblin

Name of this mailing project: Regular Tax Billing

Expected record quantity: 43,900 records, 26500 envelopes

Date you anticipate sending the final production file: Late July

1. Target Mail Date Range: Early Aug To Aug 30

If we complete the project early, are we ok to mail early?

Yes

No

Promise mail date will be based on prior agreement or 7-10 workdays after final data proof approval. Target and promise mail dates are not necessarily the same.

2. Preprinted Stock:

Form size:

Legal

Letter

4 x 6 postcard

4 1/4 x 5 1/2 postcard

Other (list dimensions):

3. Outside mail envelope:

#10 Universal window

#10 custom printed window

Other (list dimensions/size):

None

4. Reply envelope? Yes No

#9 universal window One Two

#9 custom printed One Two

Other One Two

5. Inserts: Will you have any? If yes, please fill out descriptions below. If no, skip to the "Leftover stock" section

Yes No

Insert #1 - Size 8.5 x 3.6

Reference Name for insert eNotice Insert

Insert #2 - Size

Reference Name for insert

Insert #3 - Size

Reference Name for insert

Insert #4 - Size

Reference Name for insert

6. Extra / Leftover stock:

Statements: Would you like any blank statements shipped to you for in-office use?

Yes No How many? 200

What information will print on them?

8.5 x 11 Tax Statements - print ahead of taxes.

Mailing Envelopes: If you are using a custom printed mailing envelope, would you like any printed without our permit and shipped to you?

Yes No How many? _____

Reply Envelopes: If you are using a custom printed reply envelope, would you like any shipped to you?

Yes No How many? _____

Inserts: Would you like any special inserts shipped to you after the mailing?

Yes No Which one(s)/How many?

NOTE: Inserts that require folding for inserting will also be folded when those extras are returned to you.

NOTE: If excess stock is printed that you do NOT want shipped to you after the mailing is completed, we can store them in our inventory until your next mailing. Otherwise they will be recycled. Tell us what items if any you would like us to store:

NOTE: Only full cartons will be stored, no partial cartons. After 12 months these items will be recycled or returned to you. Shipping charges will apply.

7. Data and Address Handling:

CASS and LACS address updates are applied to your data automatically. Based upon legal directives, our default is to NOT apply NCOA/move updates. The charge is 8 cents per NCOA move unless you direct us to update to the "move to" address. We highly discourage NCOA updates as these updates are routinely incorrect.

Update NCOA address: Yes No

Signature Ted Rasmussen

Title Treasurer

8. IMb Trace: (See page 4 for more information on IMb Trace):

Would you like to use IMb Trace at \$0.005 per record?

Yes - for outgoing mail?

Yes - for return mail (must use a #9 window so remit address/ barcode shows through)

No

9. PDFs: Would you like PDFs of every statement we print upon completion of the mailing?

Yes, 1 cent per record, \$50.00 minimum

Yes - and index the file for quick search for 1.5 cents per record

Yes - 1.5 cents per record (individual files)

No thank you

Notes:



Mailing Instructions - Page 2

10. Deduping: (NOT used for statements/invoices mailings)

When you have duplicate records, how would you like those handled?

- Do not remove duplicates – mail to all records
- Remove duplicates on exact name and address match – only 1 mail piece per name per address
- Remove duplicates on address match – only 1 mail piece will go to each address
- Remove duplicates based on this field in our data:

12. eNoticesOnline:

Would you like to use eNotices?

- Yes
- No
- Would like to learn more

Do you want to use eNotices insert? (Strongly recommended for improving registrations by 300-400%)

- Yes
- No

Will you use the ePay option for receipt of payments?

- Yes
- No
- Would like to learn more

13. Data Format and Proofing:

If this is our first mailing for you, or if you have changed software providers since the last time we mailed for you, what software are you currently using?

Tyler

IMPORTANT: If you are adding fields to your data since the last time we mailed for you, PLEASE ADD THE NEW FIELDS TO THE END OF YOUR FILE.

Which accounts will you want to review in your proofs? Give us specific accounts - as many as you have differing account types, including largest dollar amount, smallest dollar amount, a foreign address, longest address, special assessments, etc., etc. You can list the account numbers in an email to your Mission Manager, or in a Word file or Excel Spreadsheet. In addition, we will provide another random sampling of 50 – 100 parcels, but these specific parcels we want to be sure to include since these are the ones that most often are the most challenging to ensure accuracy.

List the names and email addresses of everyone you would like us to include in the art and data proofing emails:

Name: Ted Rasmusson Phone: 515-382-7331 Email: trasmusson@storycountyiowa.gov

Name: Ardy Baldwin Phone: 515-382-7333 Email: abaldwin@storycountyiowa.gov

Name: _____ Phone: _____ Email: _____

Who will be ultimately responsible for making changes and approving the proofs?

Name: Ardy Baldwin Phone: 515-382-7333 Email: abaldwin@storycountyiowa.gov

Who should we contact to discuss data issues? This may be the person above, or someone in your I.T. Department or software provider. Please provide the name, phone number and email address:

Name: Ardy Baldwin Phone: 515-382-7333 Email: abaldwin@storycountyiowa.gov

11. Combining or Householding:

When two or more statements mail to the exact same name and address, our default is to enclose from 2 – 8 statements in commercial size envelopes up to a maximum of 3 envelopes. Only the first envelope will include any collateral material (inserts, reply envelopes, etc.). After that, a large, flat size envelope will be used to enclose all. Tell us how you would like to handle this...

- Combine statements as described above.
- Don't combine statements, mail each record in its own outgoing envelope.
- Other specific criteria you would like to use:

Postcards are not combined - each record will mail as a separate piece.



Mailing Instructions - Page 3

Will OCR scanners be used to process your statement stubs (in-house or at a lockbox)?

Yes No

If you answered yes, what is the address and contact name we should use to ship printed samples for testing?

NOTE: OCR testing is required on every mailing even if we have mailed for you before, unless you provide in writing to your Mission Manager that The Master's Touch will NOT be held responsible for any additional time or costs incurred as a result of failure to read properly in the final mailing.

14. Special Instructions:

Are there any records in your file you want us to suppress from printing and mailing?

Yes No

If you answered yes, what is the criteria you would like us to use (zero balances, mortgage codes, etc.)?

If you use eNotices, would you like us to post these records to eNoticesOnline?

Yes No

IMPORTANT: If you want us to suppress specific records in your file from printing, please provide the complete list of account numbers to your Mission Manager prior to or at the same time you send us your data file. We must have your suppression list prior to processing. We are happy to suppress any records after we process your production file, but there will be an added charge since we will either need to process your file again, or we will need to manually pull those records if already printed. The charge to reprocess a data file is \$110.00. The charge to hand pull records is \$15.00 per record. If these statements are combined in the same mailing envelopes with other statements going to the same name and address, the entire envelope and all its enclosed statements will be pulled and returned to you.

Are there any records in your file you want us to print and ship unfolded and unstuffed to you instead of mailing?

Yes No If Yes, which ones: Ardy may provide a list

If you answered yes, please provide the criteria for this, or send a list of the account numbers to your Mission Manager. If you use eNotices, would you like us to post these records to eNoticesOnline?

Yes No If Yes, which ones: _____

Are there any special instructions regarding multiple files, selective inserts, etc. we need to know about?

Yes No

If you answered yes, please describe:



Standard Terms and Conditions

These Standard Terms and Conditions (“Terms”) are attached to and made a part of the service contract (the “Contract”) between The Master’s Touch, LLC (“TMT”) and (“Customer”). The Terms and the Contract are collectively referred to as the “Agreement.” TMT and Customer are collectively referred to as the “Parties” and each individually as a “Party.”

1. **Terms Control.** In the event of a conflict between the Contract and the Terms, the Terms shall control. 2. **Payments and Late Fees.** TMT, at its option, may impose a late charge of 1.5% per month on all amounts that remain unpaid more than 10 days following the payment due date.

3. **Warranties and Limitations.** 3.1. Customer warrants to TMT on a continuing basis throughout the term of the Agreement that (a) the data it provides to TMT are materially accurate and in conformity with all of the Agreement’s requirements; (b) Customer will diligently review all proofs provided by TMT to Customer and immediately notify TMT of any errors or necessary revisions; and (c) Customer and its representatives are duly authorized to transmit the data provided under the Agreement to TMT and that TMT is duly authorized to receive, use, and disclose data as set forth in the Agreement.

3.2. EXCEPT AS PROVIDED HEREIN, TMT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, TITLE, DESIGN, NONINFRINGEMENT, OPERATION OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM OR USAGE IN TRADE. 3.3. In no event will TMT have any liability for damages that arise out of or that could have been prevented by Customer’s diligent review of proofs provided by TMT to Customer or that are related in any way to Customer’s provision to TMT of inaccurate data. If reprinting and mailing is requested due to such an error, Customer shall pay all costs associated therewith, including postage. 3.4. No claim against TMT of any kind under any circumstances will be made more than 90 days after Customer knows, or in the exercise of reasonable care could know of such claim, an act or omission of TMT that would give rise to such claim, or any material damage caused by or likely to be caused

by such act or omission or to be part of such claim. 3.5. In the event of any defect in the products or services provided under the Agreement arising solely from TMT’s acts or omissions, Customer’s sole and exclusive remedy is that TMT will re-run that portion of the printing and mailing determined to be defective at its expense, but TMT will not be required to pay the cost of postage for the replacement mailings. TMT will not be liable for and will not incur any credit or remedy against it for failure to provide services or functionality with respect to any data that it believes in good faith contains errors, inaccuracies, corrupt, or misleading information.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, TMT WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY. 4. **Remedies Reasonable.** Customer hereby acknowledges on a continuing basis that any exclusive and/or limited remedies available in this Agreement are reasonable and sufficient and that they will not fail of their essential purpose even if Customer may not take advantage of them in some circumstances by their terms.

5. **Forum; Choice of Law.** The Parties acknowledge that TMT is headquartered in Spokane, Washington. Accordingly this Agreement and all amendments to it will be governed by the laws of the State of Washington applicable to agreements made and to be performed wholly within Washington, without regard to conflicts of laws. The Federal District Court for the Eastern District of Washington and the state courts of Spokane County, Washington will be the exclusive venue for any court proceeding between the Parties arising out of, or in connection with, this Agreement. The Parties hereby submit to and consent exclusively and irrevocably to the jurisdiction of such courts for these purposes.

Accepted and Agreed:
The Master’s Touch, LLC
By: Jim Coté
Title: President

Accepted and Agreed:

CUSTOMER: Spokane County
Print Name: Latifah Faisal
Title: Chair, Spok. Co. Board of Supervisors
Date: 6-21-22

I agree to these terms.

Signature: [Handwritten Signature]

By typing my name above, I signify that I am digitally signing this form.

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER #22-96

RESOLUTION BY STORY COUNTY BOARD OF SUPERVISORS
CONSIDERING AMENDMENTS TO THE GENERAL ASSISTANCE MANUAL

WHEREAS, Chapter 20 – General Assistance Program, of the *Story County, Iowa Code of Ordinances* establishes the General Assistance Program with the stated purpose as: “20.01 PURPOSE. It is the position of the County that provision of assistance to needy persons is a matter of public benefit as well as a statutory duty of the County, and to that end general assistance, as defined herein, shall be administered to needy families and individuals, as identified by General Assistance Manual guidelines, promptly, humanely, and equitably, in order to assure those persons decent, healthful living situations. Together, this chapter and the Story County General Assistance Manual fulfill the duties imposed upon the County by Chapter 252 of the Code of Iowa”; and

WHEREAS, General Assistance is emergency assistance for low-income and indigent residents of Story County; and

WHEREAS, General Assistance can assist eligible persons with items such as: burial assistance, emergency medical treatment, food vouchers, prescription drugs, rent, utilities; and other basic needs on a case-by-case basis; and

WHEREAS, Section 20.04 GENERAL ASSISTANCE MANUAL specifies that “Amendments to the General Assistance Manual shall be made by resolution pursuant to Section 331.302 of the Code of Iowa, following publication of notice of the proposed change and opportunity for the public to be heard;” and

WHEREAS, legal notice of the proposed public hearing regarding Resolution No. 22-96 Considering Amendments to the General Assistance Manual in accordance with Section 20.04 of the *Story County, Iowa Code of Ordinance* was published in the official newspapers of Story County on Thursday, June 16, 2022; and

WHEREAS, a summary of the proposed amendments outlined in Resolution No 22-96 is outlined below and the complete text of the proposed amendments attached to this Resolution:

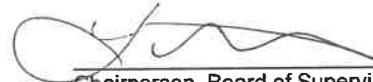
- Added and removed language in Section I General Provisions C. Eligibility
- Removed reference to Community Services throughout the manual
- Added reference to Iowa Code 331.394 in Section IV Eligibility Criteria A. Location
- Clarified frequency of assistance for needy and poor
- Added application time frame for burial assistance
- Added guidelines for Supplemental Security Income Interim Assistance
- Updated reference to appeal sections in General Assistance Program Ordinance

WHEREAS, the Story County Board of Supervisors of Story County, Iowa held a public meeting on this matter on the 21st day of June, 2022.

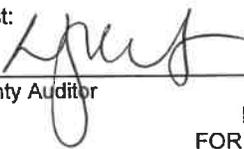
BE IT RESOLVED, THEREFORE, by approving Resolution No. 22-96 Considering Amendments to the General Assistance Manual in accordance with Section 20.04 of the *Story County, Iowa Code of Ordinance*, that the Story County Board of Supervisors approves the proposed amendments as outlined in the attached.

IT IS FURTHER RESOLVED that the Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this 21st day of June 2022.



Chairperson, Board of Supervisors

Attest: 

County Auditor

ROLL CALL
FOR ALLOWANCE

Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
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 

STORY COUNTY

GENERAL

ASSISTANCE

MANUAL

APPROVED

DENIED

Board Member Initials: Y.R.

Meeting Date: 6.21.22

Follow-up action: _____

SECTION I - GENERAL PROVISIONS

- A. LEGAL AUTHORIZATION: The guidelines and procedures set out in this manual implement the provisions of the General Assistance Ordinance of Story County. Together the Ordinance and this manual carry out the duties imposed upon the County by Chapter 252 of the Code of Iowa.
- B. DEFINITIONS: Terms used in this manual shall have the same meanings as provided in the Story County General Assistance Ordinance.
- C. ELIGIBILITY: To be eligible for General Assistance, an applicant must complete an application; the applicant and their family members must comply with the following guidelines established in the General Assistance Manual. requirements:
- ~~1. Agree to use the applicant and their family members own potential resources as specified in Section IV (C) of this manual. Exhaust the resources of those persons charged by law to provide for the applicants support. (See 252.2 and 252.5, Code of Iowa.)~~
 - ~~2. Complete a job search if deemed appropriate by the Director or designee.~~
 - ~~3. Accept available work if health and other circumstances permit as determined by the Director.~~
 - ~~4. Complete an application form.~~
 52. Apply for all other public assistance programs (i.e. Supplemental Nutrition Assistance Program (SNAP), FIP, SSI, SSDI, Medicaid, Iowa Health and Wellness Plan, state insurance exchange, etc.)
 3. If the applicant and their adult family members through action or inaction, has created an ineligibility for assistance or a reduced level of assistance from any federal/state financial assistance programs they will be ineligible for General Assistance until they are eligible for federal/state financial assistance programs.
 4. Applicant who receives Section 8 or subsidized housing is ineligible for rent assistance.

SECTION II – ADMINISTRATION

- A. PERSONNEL: The General Assistance program shall be administered by the ~~Community Services Director~~ who is appointed by and responsible to the Board of Supervisors. The ~~Community Services Director~~ may designate qualified and trained ~~Community Services staff~~ to help administer the program and carry out General Assistance duties. Community Services staff are appointed by and The General Assistance staff are responsible to the Community Services Director.
- B. DUTIES OF PERSONNEL: The Director or designee shall:
1. Accept applications for General Assistance from persons residing in Story County and shall supply standard application forms for this purpose.
 2. Investigate the factual statements presented on each application for General Assistance to determine their accuracy and reliability as appears necessary to the Director under the guidelines of Section III of this manual.
 3. Determine eligibility of each applicant according to the guidelines set out in this manual.
 4. Arrange vendor payments for the applicants determined to be eligible for General Assistance.
 5. Assist applicants to attain self-sufficiency.

SECTION III - GUIDELINES FOR INVESTIGATION AND DETERMINATION OF ELIGIBILITY

The Director or designee shall investigate the factual statements made on an application if it reasonably appears from either the application or from other information made available that the:

1. Applicant's situation indicates potential unused resources.
2. Applicant's property or cash reserves are near or equal to the limitation allowed.

3. Applicant knowingly provides false information on an application for assistance or provides false information during the determination of the applicant's request for assistance.
4. Applicant is transient or someone who changes his/her address frequently, or who has no permanent place of residence, or temporarily relocated for employment purposes.
5. Applicant fails to secure and maintain employment.

General Assistance may then be denied.

SECTION IV - ELIGIBILITY CRITERIA

- A. LOCATION: Applicant must be a resident of Story County to be considered for assistance. A resident is defined as a person who maintains a domicile (home) such as an apartment, townhome, duplex, house, etc where the person can document that they are the lawful renter/owner and that they have paid rent or have possessed a lease, deed or title for a minimum of six (6) consecutive months or is a resident of Story County as defined in Iowa Code 331.394.
- B. ALTERNATE SOURCES OF ASSISTANCE: General Assistance funds shall not be utilized until all other sources of public assistance have been applied for. Applicants shall be referred to programs as appropriate.
- C. PERSONAL AND FAMILY RESOURCES: All real and personal resources of the family, including net income from any source, shall be considered in making determinations for granting General Assistance with the following exceptions:
 1. The applicant's family homestead.
 2. Personal possessions and household furniture.
 3. Tools and equipment used for home and family maintenance or support.
 4. One motor vehicle and any additional vehicle more than ten years old.
- D. EMPLOYMENT SEARCH: Applicants and adult members of the applicant's family shall complete a job search and accept employment when

available. This requirement shall not be enforced when, in the determination of the Director or designee, any of the following conditions exists:

1. The applicant suffers from mental health or physical illness which prevents gainful employment.
2. The applicant is disabled or otherwise unemployable.
3. The applicant is caring for a dependent family member who ~~required~~ requires home care and supervision.

An applicant and their adult family member(s) are not eligible for assistance if unemployed for the purpose of seeking post high school training or education unless that person is participating in a vocational program that is part of an ICP (Individual Comprehensive Plan) developed by their social worker or case manager.

An applicant and their adult family member(s) who are unemployed due to voluntarily quitting a job or are justifiably discharged from a job are not eligible for General Assistance for a period of ~~three months~~ 90 days after leaving the job.

~~If the applicant and their adult family members through action or inaction, has created an ineligibility for assistance or a reduced level of assistance from any federal/state financial assistance programs they will be ineligible for General Assistance until they are eligible for federal/state financial assistance programs.~~

E. COMPUTATION OF INCOME: Net income shall be the aggregate of all income including child support received of household members minus all medical expenses or child support actively paid out of household during the same ~~thirty day~~ thirty-day period of income eligibility.

Single persons living in a roommate situation shall be eligible for their proportionate share of the rent or utilities based on their own income. If the roommate needs help, that person must make an application for General Assistance in their own name.

For burial assistance, Social Security income is disregarded, ~~and if~~ When the applicant or applicant's household is over resources, the funds may be applied toward the burial assistance costs outlined under Burial Assistance in this Manual. Any funds applied shall be disregarded in the determination of resources.

General Assistance income and resource guidelines will be reviewed annually and amended per Board of Supervisor approval.

F. FREQUENCY:

Needy:

1. An individual and their family members are eligible to receive General Assistance once in a six month period.

2. Medical exceptions will be allowed if a physician's statement is provided that exempts the applicant and/or adult family member from any work. The maximum assistance for a medical exemption is three months for the applicant and adult family member in a six month period.

Poor:

1. Supplemental Security Income (SSI) Interim Assistance: Individuals eligible for SSI Interim may receive monthly assistance not to exceed the current General Assistance benefit per month for the duration of eligibility.

SECTION V - DISBURSEMENT OF GENERAL ASSISTANCE

After eligibility is established and verified, disbursement of General Assistance may be granted according to the following categories of need and their listed guidelines:

A. RENT:

1. Rent payment shall only be made to owners of property. Rent shall not be paid to a relative.
2. Rent shall only be paid for housing that is currently being occupied by the applicant and their family.
3. The total amount of rent allowed for a single person is limited to \$450.00 or \$500.00 if utilities are included in rent.

The total amount of rent that General Assistance will pay for a family is \$550.00, or \$600.00 if utilities are included in the rent. A family unit will be the same as a multi-person household.

When a single person has a roommate who pays their portion of the rent and utilities, each person must apply to General Assistance for their portion of the rent.

Rent will be paid for the current month only. If there are months that have been unpaid, verification will be needed to show that the past due amounts have either been paid or resolved with the landlord before a county voucher will be issued.

B. UTILITIES:

1. Utility assistance includes vendor payments to gas companies, light companies, water companies, fuel oil companies and merchants who may provide another type of fuel needed for heating or cooking.
2. The maximum amount authorized will be \$385 for any type of utility. If rent is being authorized also, the maximum amount authorized will not exceed \$500 for a single household or \$600 for a family.
3. Utilities are paid on a current basis, and it is not necessary to have a shut-off notice.
4. Utilities must be in the name of the applicant or another member of the household. If utilities are being shared with a non-applicant, the payment will be pro-rated.

Payment for utilities will be for current usage only. If a shut off notice has been received, verification will be needed of payment of past due amount before payment of current amount will be made.

C. FOOD

Applicants will be referred to food pantries or other sources before issuing a voucher for food. Story County would be the funder of last resort.

1. This category includes food and non-food expendable household items such as soap and paper products, household cleaning supplies and personal grooming supplies.
2. A food voucher may be given to an applicant for an amount of \$40 for a single person and an additional \$10 for each additional person, made out to the grocery store of the applicant's choice.
3. A food voucher will purchase staple food items only. Luxury items such as pop, candy, potato chips, etc. are not authorized.
4. Food vouchers will not be used as a supplement for the applicant and their family who are eligible for the Supplemental Nutrition Assistance Program.

D. MEDICAL ASSISTANCE

1. Prior authorization from the Director or designee must be obtained before obtaining medical assistance. In case of an emergency, when it is impossible to obtain prior authorization, the General Assistance Office must be contacted the first working day following the emergency.
2. Vendor payment may be made for prescriptions and also for some medical needs that require no prescription, such as insulin needles, bandages or gauze, etc. Payment for prescription or nonprescription drugs shall be limited to \$200.00 per eligible family member.
3. Payment may be made for dental work necessary to alleviate pain. Payment for necessary dental work may include dentures and denture repair or replacement. Dental vendor payments are limited to \$200.00 for extractions or restoration and cost of dentures not to exceed \$600.00 for full plate or \$300.00 for a partial set.
4. Vendor payment may be made for exam, refraction and glasses. (Limited to Medicaid frames and lenses only)
5. Vendor payment may be made for prescribed medical supplies not available through other resources, such as hearing aids, special shoes, etc.

E. MISCELLANEOUS

1. Transportation assistance for transients may be in the form of voucher payments not to exceed fifteen (15) gallons of gasoline and 1 qt. of oil OR a voucher payment for bus tickets to the closest designated bus stop across the Iowa border. This assistance will be limited to one time only.
2. Any other type of General Assistance found by the Director to be appropriate may be disbursed under this subsection. Under no circumstances shall the Director find taxes, interest, carrying charges, mortgage payment or any other type of debt to be a current need for which General Assistance may be disbursed.

F. BURIAL ASSISTANCE

1. Covered Funeral Home Expenses for Traditional Burial Include :
Removal from place of death to funeral facility
Embalming

Cloth covered casket
Outer Burial Container (concrete grave liner, non-protective)
Tent/vault set up and delivery
Private viewing (one hour of private family visitation)
Graveside Service – Monday through Friday
Transportation to local cemetery

2. Covered Cemetery Expenses Include:
Opening and Closing of gravesite
3. Covered Funeral Home Expenses for Cremation Include:
Removal from place of death to funeral facility
Cremation of remains/cremation process
Basic alternative cremation container
Private viewing (one hour of private family visitation)
Memorial service at church, funeral home, or graveside – Monday through Friday
Transportation to local cemetery
Fees and permits (incl. medical examiner cremation permit)

The amount to cover the above expenses will be determined on a fiscal year basis through the Board of Supervisor's budget process

4. Additional funding may be supplied by the family in an amount up to the same amount as approved by the Story County Board of Supervisors (note: this is optional and must be agreed to in writing by the next of kin or officially designated representative and the Funeral Home and must be paid to the Funeral Home before the time of service.) for the following:
 - a. Printed materials – register book, service folders
 - b. Clergy or music honorariums
 - c. Hairdresser/Barber
 - d. Flowers
 - e. Certified death certificates
 - f. Luncheon or reception charges
 - g. Obituaries
 - h. Other cash advance items

5. Conditions:

- a. An application for burial assistance shall be submitted to the Story County General Assistance program within two business days from date of death.

b. _____ The assistance available through the Story County General Assistance program is intended to help cover costs of funeral home services associated with burial or cremation, as well as expenses related to the interment of remains (i.e. cemetery fees). The funeral home will work with next of kin or officially designated representative to limit the services to meet the guidelines of this policy.

c. _____ The funeral home shall furnish complete invoices_ to Story County General Assistance as well as the next of kin or officially designated representative. If the total cost of services exceeds the amount approved by the county plus the amount contributed by the family, then the burden for any cost in excess of this total is the responsibility of the funeral home, cemetery, or participating vendors.

a-d. A completed Story County General Assistance Burial Contract with original signatures shall be submitted with the invoice.

b-e. _____ Payment for out of county or out of state funerals will not be provided.

G. SUPPLEMENTAL SECURITY INCOME (SSI) INTERIM ASSISTANCE

Applicant shall have applied for SSI and be in a current appeal for SSI disability benefits with Social Security Administration, applicant needs to be potentially eligible for SSI if determined disabled.

The applicant shall:

1. Meet General Assistance guidelines.
2. Provide documentation of medical condition and inability to work.
3. Complete & sign the Authorization for Reimbursement of Interim Assistance (form 470-1950)
4. Pursue their SSI disability application with Social Security Administration, keep scheduled appointments for state and federal programs, return requested information in a timely manner, and follow through with prescribed medical treatment.
5. Provide contact information for the attorney representing their SSI appeal.

Upon approval for SSI benefits, Social Security Administration will reimburse Story County for the benefit amount determined reimbursable. Any remainder of SSI benefit will be paid directly to the applicant.

SSI Interim Assistance shall terminate upon denial of an application for SSI benefits at the Administrative Law Judge (ALJ) level or for failure to comply with the General Assistance guidelines. A reapplication for disability benefits for the same disability does not qualify the applicant for additional SSI Interim Assistance.

SECTION VI – DISBURSEMENTS AND RECORDS

Eligibility and need shall be determined and any resulting disbursements made as soon as possible after an application is properly completed and all supporting documentation has been received. Disbursement of General Assistance shall be by payment to the vendor.

Adequate records of all disbursements shall be tracked by applicant and by category, together with documentation that supports General Assistance payments.

SECTION V - APPEAL

The applicant may appeal denial of benefits by the director under the procedure set out in Sections 8-20.07 and 9-20.08 of the Story County General Assistance Ordinance.



**STORY COUNTY
BOARD OF SUPERVISORS
LISA HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

June 15, 2022

Story County Board of Supervisors
900 Sixth Street
Nevada, IA 50201

RE: ASSET Request to Carry Over \$50,000 From FY22 to FY23 to Fund Suicide Prevention Programming – YSS

Dear Board of Supervisors,

Attached is YSS' request to carry over ASSET funds from FY22 to FY23. Prior to the pandemic, carry over requests were extremely rare if approved at all. During FY21 and FY22, Funders approved some pandemic-related carry over requests. However, this year, carry over requests have not been approved but each individual Funder makes that decision. YSS has been advised of this.

In response to the recent Community Needs Assessment, suicide prevention was listed as a funding priority for Story County for ASSET dollars in FY22. However, because suicide prevention could be considered to be linked to mental health, I see this as a funding gray area for the County. The County cannot fund mental health services. With this in mind, I reached out to Central Iowa Community Services (CICS) to see if this programming is something CICS would/could fund. I have been advised that CICS leadership will gather more information from YSS on the proposal and likely make a decision later in the summer.

YSS has been successful in bringing requests forward during the year for the Board's consideration. Therefore, if the Board desires to have an opportunity to factor in CICS' position in its consideration of YSS' proposal, YSS could bring the request back later in the year when that additional information is available.

Respectfully,

Sandra King
Sandra King

Director of External Operations and County Services

Attachment
YSS' Carry Over Request

APPROVED **DENIED**

Board Member Initials: *[Signature]*

Meeting Date: 6-21-22

Follow-up action: _____

June 8, 2022



Story County Board of Supervisors.

We are requesting that we carry over \$50,000 of unspent dollars from fiscal year 21-22. We have found that COVID continued to influence schools' desire to have us present our programs to their students. This was compounded by the difficulty we had in hiring skilled positions.

Last year we introduced two new programs to the schools in Story County in an effort to spend last year's carryover. Both programs were overwhelmingly successful, and we had to curtail the efforts during the year because of the staffing issues. We began both Strengthening Families, a substance abuse prevention program as well as a suicide prevention program. Now fully staffed we have begun to book these additional programs to be implemented in the fall.

We would like to use the carryover dollars to help support the increasing demand of the suicide prevention programming in our County. The \$50,000 would allow us to provide 655 units of service, serve 1700 additional youth and employ the equivalent of one full time staff person.

Suicide Prevention was identified as one of the leading issues in our last Community Needs Assessment and we have loss several young people to suicide in the last year. After a year of researching possibilities, we were excited to pilot a prevention program this year to middle schoolers in Roland-Story and Collins-Maxwell School District.

The program we chose to do this much needed work is *Lifelines: A Comprehensive Suicide Awareness and Responsiveness Program for Teens* is Hazelden's evidence-based program for addressing suicide among young people. Lifelines is a whole-school program that educates administrators, faculty and staff, parents, and students on the facts about suicide and their roles in suicide prevention, intervention, and postvention. We have concentrated on the prevention aspect of the program.

The County data from the Iowa Youth Survey was just released. Unfortunately, only 4 of our 7 school districts participated in the survey. What the survey does show us is that those youth who have thought about killing themselves in the last year are higher among 6th and 11th graders in i Story County than in the state. Suicide attempts among students reporting suicidal ideation were higher than the state data among 8th and 11th graders.



Table G17: Suicidal ideation, by grade

	6 th Grade		8 th Grade		11 th Grade	
	State	County	State	County	State	County
Yes	17%	19%	21%	14%	24%	32%
No	83%	81%	79%	86%	76%	68%
# Responding	15,115	168	16,790	211	13,462	164

Question: In the past 12 months, have you thought about killing yourself?

Table G18: Suicide plans among students reporting suicidal ideation, by grade

	6 th Grade		8 th Grade		11 th Grade	
	State	County	State	County	State	County
Yes	47%	45%	54%	72%	49%	58%
No	53%	55%	46%	28%	51%	42%
# Responding	2,605	31	3,460	29	3,244	53

Question: In the past 12 months, have you made a plan about how you would kill yourself?

Table G19: Suicide attempts among students reporting suicidal ideation, by grade

	6 th Grade		8 th Grade		11 th Grade	
	State	County	State	County	State	County
Yes	24%	16%	26%	34%	20%	28%
No	76%	84%	74%	66%	80%	72%
# Responding	2,594	31	3,466	29	3,244	53

Question: In the past 12 months, have you tried to kill yourself?

We spent the last six months of this fiscal year providing presentation, meeting and information to school personnel and have begun booking programming for the fall. What we have seen is that schools are wanting us to provide the programming to children as young as 5th grade and wanting the curriculum in multiple grades within the school district. With the carryover dollars we would be able to meet the growing demand for the curriculum. We do realize that over the next year we will have to make some difficult decisions on how we spend the public education dollars going forward and explore alternative funding streams for the increased demand.

Thank you for your consideration

Gerri L Bugg, MEd
CYFD Director



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- Appendix A: Position/Grade Analysis by Department
- Appendix B: Position/Grade Analysis by Grade
- Appendix C: Salary Survey Summary

Introduction

At the request of Story County, Condrey and Associates, Inc. entered into a contract with the County for the development of a job classification and compensation plan for non-union employees.

The objectives of the study included:

1. Reviewing and revising the current classification system and pay plan for non-union employees;
2. Collecting salary data; and
3. Producing a recommended pay plan based on job analysis, job evaluation, and wage survey data.

The process used to collect the necessary data and develop the classification and compensation plan consisted of several steps or phases. The first step involved the distribution of a position questionnaire to all non-union employees. The questionnaire covered major aspects of the employee's position as well as the physical demands and work environment of the position. After reviewing the information contained in the position questionnaires, Condrey and Associates interviewed employees individually and developed a classification recommendation for each position. Approximately 75% of the County's approximately 125 non-union position incumbents were personally interviewed for the study. Our experience in interviewing the County's employees was a positive one. The County should take pride in its competent and professional workforce.

The next phase in the work plan involved evaluating each classification for grade assignment. In order to provide a reliable set of ratings, all positions were rated by Condrey and

Associates utilizing the Factor Evaluation System (FES). An explanation of FES follows in another section of the report.

The project also involved collecting salary survey information. Condrey and Associates conducted a salary survey of selected organizations specifically for this study. The survey respondents are listed in Table I. Appendix C displays the Salary Survey Summary.

Even after completion of these phases, it will be necessary to reevaluate positions based on a change in duties or on a refocused job description. It is the intention of Condrey and Associates to provide technical assistance in this process.

Table I
Salary Survey Respondents
Story County Personnel Project

Black Hawk County
Clinton County
Dallas County
Dubuque County
Jasper County
Johnson County
Linn County
Polk County
Pottawattamie County
Scott County
Woodbury County
City of Ames
City of Ankeny
City of Urbandale
City of Waukee
City of West Des Moines
State of Iowa
Iowa State University

The Classification Plan

The system used to classify the jobs in Story County is an adapted version of the Factor Evaluation System (FES). FES is considered to be a state-of-the-art system in public human resource management.

FES is a point-factor-comparison evaluation system that uses nine factors for the evaluation of jobs: Knowledge Required by the Position, Supervisory Controls, Guidelines, Complexity, Scope and Effect, Personal Contacts, Purpose of Contacts, Physical Demands, and Work Environment. In order to adapt it to this setting, a tenth factor covering supervisory responsibility was added by Condrey and Associates. The factors are weighted (i.e., Knowledge Required by the Position "counts more" than Physical Demands). Each factor has several levels, and each level is assigned a specified number of points. The combined score on all the factors determines the total number of points for each position and its assignment to a grade in the classification plan. Appendix A depicts the grade level assigned all county positions. The assigned grade levels reflect a combination of data generated by FES, the salary survey, and a review of organizational relationships within the government.

The Compensation Plan

The compensation plan developed for the County is based on an internal value system reflected in the classification plan and on a salary survey of comparable organizations to help assure an externally equitable and competitive pay system.

The pay plan consists of twenty-seven grades. Tables II-A and II-B display the proposed salary scales. The salary range for each grade is approximately forty-five (45) percent. The range is deliberately broad so that problems associated with employees reaching the top of their pay range will be minimized.

In order to keep the proposed salary tables current, an annual market adjustment should be considered. This adjustment should be applied as an increase to the salary schedule and as a general percentage salary increase for all employees when market conditions dictate. An excellent source to determine market conditions is the Employment Cost Index published by the United States Bureau of Labor Statistics. If the County applies approximately 75% - 100% of this index to the salary plans on an annual basis, a review and update of the County's personnel system will not be necessary for three to four years. This market adjustment should be made in addition to employee performance increases. Thus, the County may budget for two annual personnel cost adjustments: 1) an across-the-board increase which would raise every employee salary and every pay range equally when market conditions dictate, and 2) increases linked to employee performance.

Table II – A
Proposed Salary Scale
Story County Personnel Project

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	25,631.38	26,272.16	26,928.97	27,602.19	28,292.25	28,999.55	29,724.54	30,467.66	31,229.35	32,010.08	32,810.33	33,630.59	34,471.36	35,333.14	36,216.47	37,121.88
2	26,928.97	27,602.19	28,292.25	28,999.55	29,724.54	30,467.66	31,229.35	32,010.08	32,810.33	33,630.59	34,471.36	35,333.14	36,216.47	37,121.88	38,049.93	39,001.18
3	28,292.25	28,999.55	29,724.54	30,467.66	31,229.35	32,010.08	32,810.33	33,630.59	34,471.36	35,333.14	36,216.47	37,121.88	38,049.93	39,001.18	39,976.20	40,975.61
4	29,724.54	30,467.66	31,229.35	32,010.08	32,810.33	33,630.59	34,471.36	35,333.14	36,216.47	37,121.88	38,049.93	39,001.18	39,976.20	40,975.61	42,000.00	43,050.00
5	31,229.35	32,010.08	32,810.33	33,630.59	34,471.36	35,333.14	36,216.47	37,121.88	38,049.93	39,001.18	39,976.20	40,975.61	42,000.00	43,050.00	44,126.25	45,229.41
6	32,810.33	33,630.59	34,471.36	35,333.14	36,216.47	37,121.88	38,049.93	39,001.18	39,976.20	40,975.61	42,000.00	43,050.00	44,126.25	45,229.41	46,360.14	47,519.14
7	34,471.36	35,333.14	36,216.47	37,121.88	38,049.93	39,001.18	39,976.20	40,975.61	42,000.00	43,050.00	44,126.25	45,229.41	46,360.14	47,519.14	48,707.12	49,924.80
8	36,216.47	37,121.88	38,049.93	39,001.18	39,976.20	40,975.61	42,000.00	43,050.00	44,126.25	45,229.41	46,360.14	47,519.14	48,707.12	49,924.80	51,172.92	52,452.24
9	38,049.93	39,001.18	39,976.20	40,975.61	42,000.00	43,050.00	44,126.25	45,229.41	46,360.14	47,519.14	48,707.12	49,924.80	51,172.92	52,452.24	53,763.55	55,107.64
10	39,976.20	40,975.61	42,000.00	43,050.00	44,126.25	45,229.41	46,360.14	47,519.14	48,707.12	49,924.80	51,172.92	52,452.24	53,763.55	55,107.64	56,485.33	57,897.46
11	42,000.00	43,050.00	44,126.25	45,229.41	46,360.14	47,519.14	48,707.12	49,924.80	51,172.92	52,452.24	53,763.55	55,107.64	56,485.33	57,897.46	59,344.90	60,828.52
12	44,126.25	45,229.41	46,360.14	47,519.14	48,707.12	49,924.80	51,172.92	52,452.24	53,763.55	55,107.64	56,485.33	57,897.46	59,344.90	60,828.52	62,349.24	63,907.97
13	46,360.14	47,519.14	48,707.12	49,924.80	51,172.92	52,452.24	53,763.55	55,107.64	56,485.33	57,897.46	59,344.90	60,828.52	62,349.24	63,907.97	65,505.67	67,143.31
14	48,707.12	49,924.80	51,172.92	52,452.24	53,763.55	55,107.64	56,485.33	57,897.46	59,344.90	60,828.52	62,349.24	63,907.97	65,505.67	67,143.31	68,821.89	70,542.44
15	51,172.92	52,452.24	53,763.55	55,107.64	56,485.33	57,897.46	59,344.90	60,828.52	62,349.24	63,907.97	65,505.67	67,143.31	68,821.89	70,542.44	72,306.00	74,113.65
16	53,763.55	55,107.64	56,485.33	57,897.46	59,344.90	60,828.52	62,349.24	63,907.97	65,505.67	67,143.31	68,821.89	70,542.44	72,306.00	74,113.65	75,966.49	77,865.65
17	56,485.33	57,897.46	59,344.90	60,828.52	62,349.24	63,907.97	65,505.67	67,143.31	68,821.89	70,542.44	72,306.00	74,113.65	75,966.49	77,865.65	79,812.29	81,807.60
18	59,344.90	60,828.52	62,349.24	63,907.97	65,505.67	67,143.31	68,821.89	70,542.44	72,306.00	74,113.65	75,966.49	77,865.65	79,812.29	81,807.60	83,852.79	85,949.11
19	62,349.24	63,907.97	65,505.67	67,143.31	68,821.89	70,542.44	72,306.00	74,113.65	75,966.49	77,865.65	79,812.29	81,807.60	83,852.79	85,949.11	88,097.84	90,300.28
20	65,505.67	67,143.31	68,821.89	70,542.44	72,306.00	74,113.65	75,966.49	77,865.65	79,812.29	81,807.60	83,852.79	85,949.11	88,097.84	90,300.28	92,557.79	94,871.74
21	72,306.00	74,113.65	75,966.49	77,865.65	79,812.29	81,807.60	83,852.79	85,949.11	88,097.84	90,300.28	92,557.79	94,871.74	97,243.53	99,674.62	102,166.48	104,720.65
22	79,812.29	81,807.60	83,852.79	85,949.11	88,097.84	90,300.28	92,557.79	94,871.74	97,243.53	99,674.62	102,166.48	104,720.65	107,338.66	110,022.13	112,772.68	115,592.00
23	88,097.84	90,300.28	92,557.79	94,871.74	97,243.53	99,674.62	102,166.48	104,720.65	107,338.66	110,022.13	112,772.68	115,592.00	118,481.80	121,443.84	124,479.94	127,591.94
24	97,243.53	99,674.62	102,166.48	104,720.65	107,338.66	110,022.13	112,772.68	115,592.00	118,481.80	121,443.84	124,479.94	127,591.94	130,781.74	134,051.28	137,402.56	140,837.63
25	107,338.66	110,022.13	112,772.68	115,592.00	118,481.80	121,443.84	124,479.94	127,591.94	130,781.74	134,051.28	137,402.56	140,837.63	144,358.57	147,967.53	151,666.72	155,458.39
26	118,481.80	121,443.84	124,479.94	127,591.94	130,781.74	134,051.28	137,402.56	140,837.63	144,358.57	147,967.53	151,666.72	155,458.39	159,344.85	163,328.47	167,411.68	171,596.97
27	130,781.74	134,051.28	137,402.56	140,837.63	144,358.57	147,967.53	151,666.72	155,458.39	159,344.85	163,328.47	167,411.68	171,596.97	175,886.89	180,284.07	184,791.17	189,410.95

**Table II – B
Proposed Salary Scale
Story County Personnel Project**

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	24,410.84	25,021.11	25,646.64	26,287.80	26,945.00	27,618.62	28,309.09	29,016.82	29,742.24	30,485.79	31,247.94	32,029.13	32,829.86	33,650.61	34,491.87	35,354.17
2	25,646.64	26,287.80	26,945.00	27,618.62	28,309.09	29,016.82	29,742.24	30,485.79	31,247.94	32,029.13	32,829.86	33,650.61	34,491.87	35,354.17	36,238.03	37,143.98
3	26,945.00	27,618.62	28,309.09	29,016.82	29,742.24	30,485.79	31,247.94	32,029.13	32,829.86	33,650.61	34,491.87	35,354.17	36,238.03	37,143.98	38,072.58	39,024.39
4	28,309.09	29,016.82	29,742.24	30,485.79	31,247.94	32,029.13	32,829.86	33,650.61	34,491.87	35,354.17	36,238.03	37,143.98	38,072.58	39,024.39	40,000.00	41,000.00
5	29,742.24	30,485.79	31,247.94	32,029.13	32,829.86	33,650.61	34,491.87	35,354.17	36,238.03	37,143.98	38,072.58	39,024.39	40,000.00	41,000.00	42,025.00	43,075.63
6	31,247.94	32,029.13	32,829.86	33,650.61	34,491.87	35,354.17	36,238.03	37,143.98	38,072.58	39,024.39	40,000.00	41,000.00	42,025.00	43,075.63	44,152.52	45,256.33
7	32,829.86	33,650.61	34,491.87	35,354.17	36,238.03	37,143.98	38,072.58	39,024.39	40,000.00	41,000.00	42,025.00	43,075.63	44,152.52	45,256.33	46,387.74	47,547.43
8	34,491.87	35,354.17	36,238.03	37,143.98	38,072.58	39,024.39	40,000.00	41,000.00	42,025.00	43,075.63	44,152.52	45,256.33	46,387.74	47,547.43	48,736.12	49,954.52
9	36,238.03	37,143.98	38,072.58	39,024.39	40,000.00	41,000.00	42,025.00	43,075.63	44,152.52	45,256.33	46,387.74	47,547.43	48,736.12	49,954.52	51,203.38	52,483.47
10	38,072.58	39,024.39	40,000.00	41,000.00	42,025.00	43,075.63	44,152.52	45,256.33	46,387.74	47,547.43	48,736.12	49,954.52	51,203.38	52,483.47	53,795.55	55,140.44
11	40,000.00	41,000.00	42,025.00	43,075.63	44,152.52	45,256.33	46,387.74	47,547.43	48,736.12	49,954.52	51,203.38	52,483.47	53,795.55	55,140.44	56,518.95	57,931.93
12	42,025.00	43,075.63	44,152.52	45,256.33	46,387.74	47,547.43	48,736.12	49,954.52	51,203.38	52,483.47	53,795.55	55,140.44	56,518.95	57,931.93	59,380.22	60,864.73
13	44,152.52	45,256.33	46,387.74	47,547.43	48,736.12	49,954.52	51,203.38	52,483.47	53,795.55	55,140.44	56,518.95	57,931.93	59,380.22	60,864.73	62,386.35	63,946.01
14	46,387.74	47,547.43	48,736.12	49,954.52	51,203.38	52,483.47	53,795.55	55,140.44	56,518.95	57,931.93	59,380.22	60,864.73	62,386.35	63,946.01	65,544.66	67,183.27
15	48,736.12	49,954.52	51,203.38	52,483.47	53,795.55	55,140.44	56,518.95	57,931.93	59,380.22	60,864.73	62,386.35	63,946.01	65,544.66	67,183.27	68,862.86	70,584.43
16	51,203.38	52,483.47	53,795.55	55,140.44	56,518.95	57,931.93	59,380.22	60,864.73	62,386.35	63,946.01	65,544.66	67,183.27	68,862.86	70,584.43	72,349.04	74,157.76
17	53,795.55	55,140.44	56,518.95	57,931.93	59,380.22	60,864.73	62,386.35	63,946.01	65,544.66	67,183.27	68,862.86	70,584.43	72,349.04	74,157.76	76,011.71	77,912.00
18	56,518.95	57,931.93	59,380.22	60,864.73	62,386.35	63,946.01	65,544.66	67,183.27	68,862.86	70,584.43	72,349.04	74,157.76	76,011.71	77,912.00	79,859.80	81,856.30
19	59,380.22	60,864.73	62,386.35	63,946.01	65,544.66	67,183.27	68,862.86	70,584.43	72,349.04	74,157.76	76,011.71	77,912.00	79,859.80	81,856.30	83,902.70	86,000.27
20	62,386.35	63,946.01	65,544.66	67,183.27	68,862.86	70,584.43	72,349.04	74,157.76	76,011.71	77,912.00	79,859.80	81,856.30	83,902.70	86,000.27	88,150.28	90,354.03
21	68,862.86	70,584.43	72,349.04	74,157.76	76,011.71	77,912.00	79,859.80	81,856.30	83,902.70	86,000.27	88,150.28	90,354.03	92,612.89	94,928.21	97,301.41	99,733.95
22	76,011.71	77,912.00	79,859.80	81,856.30	83,902.70	86,000.27	88,150.28	90,354.03	92,612.89	94,928.21	97,301.41	99,733.95	102,227.30	104,782.98	107,402.55	110,087.62
23	83,902.70	86,000.27	88,150.28	90,354.03	92,612.89	94,928.21	97,301.41	99,733.95	102,227.30	104,782.98	107,402.55	110,087.62	112,839.81	115,660.80	118,552.32	121,516.13
24	92,612.89	94,928.21	97,301.41	99,733.95	102,227.30	104,782.98	107,402.55	110,087.62	112,839.81	115,660.80	118,552.32	121,516.13	124,554.03	127,667.88	130,859.58	134,131.07
25	102,227.30	104,782.98	107,402.55	110,087.62	112,839.81	115,660.80	118,552.32	121,516.13	124,554.03	127,667.88	130,859.58	134,131.07	137,484.35	140,921.46	144,444.49	148,055.61
26	112,839.81	115,660.80	118,552.32	121,516.13	124,554.03	127,667.88	130,859.58	134,131.07	137,484.35	140,921.46	144,444.49	148,055.61	151,757.00	155,550.92	159,439.69	163,425.69
27	124,554.03	127,667.88	130,859.58	134,131.07	137,484.35	140,921.46	144,444.49	148,055.61	151,757.00	155,550.92	159,439.69	163,425.69	167,511.33	171,699.11	175,991.59	180,391.38

Cost of Implementation

The following paragraphs present two implementation plans for the County's consideration. The cost figures do not include benefit costs. Thus, the following cost figures do not represent the County's total personnel costs for these positions.

Table III depicts the cost to implement the new compensation plans. The annualized cost to implement classification changes necessitated by Plan A is \$177,934 or 2.51% of current payroll cost (approximately 105% of the relevant labor market for comparable organizations). The new plan places the County's pay scale slightly above the mean of the labor market when compared to similar organizations and should prove to be effective in attracting and retaining a quality workforce. Plan B's cost to implement is \$115,420 or 1.63% of payroll (approximately 100% of the labor market).

Condrey and Associates will be available to assist Story County in implementing either of the plans. Implementing the new plan will result in further pay compression (position salaries grouped closely together regardless of length or quality of service to the organization). To help ameliorate this problem, Condrey and Associates recommends that a one-time longevity adjustment (internal equity adjustment) be applied to employee salaries as outlined in Table III. This may be used to take the place of the county's longevity plan. The cost of the longevity adjustment is approximately 3.69% of adjusted payroll cost.

Table III
 Cost of Implementation
 Story County Personnel Project

	Classification Changes¹	Longevity Adjustment²	Total Implementation Cost
Plan A	\$177,934 (2.51%)	\$271,399 (3.73%)	\$449,333
Plan B	\$115,420 (1.63 %)	\$263,023 (3.65%)	\$378,443

¹ Increases are projected based on current payroll total of \$7,096,314 for non-union employees. Excluded from this figure are salaries for elected officials and contract employees. The figures presented are exclusive of benefit costs.

² Figures presented are the estimated cost for longevity adjustment increases. The calculations for Plans A and B are based on a maximum 1-step increase for employees with 1-3 year(s) of service and a 2-step increase for employees with 4 or more years of service as of June 30, 2022.

Appendix A
Position/Grade Analysis by Department
Story County Personnel Project

DEPT	POSITION	GRADE
AC/1	Animal Control Director	21
AC/2	Animal Control Officer	15
AC/3	Administrative Assistant	12
AC/4	Animal Shelter Attendant	9
AUD/1	Assistant Auditor – Budget Manager	22
AUD/2	Payroll and Accounts Coordinator	16
AUD/3	Clerk to the Board	14
AUD/4	Election Technician	14
AUD/5	Mapping Technician	14
AUD/6	Real Estate Technician	14
AUD/7	Administrative Assistant	12
BOS-EO/1	Director of External Operations and County Services	26
BOS-EO/2	County Outreach and Special Projects Manager	21
BOS-EO/3	Administrative Assistant	12
BOS-IO/1	Director of Internal Operations and Human Resources	26
BOS-IO/2	Human Resources Generalist	18
BOS-IO/3	Human Resources Coordinator	14
CA/1	Assistant County Attorney I	22 ¹
CA/2	County Attorney Operations Manager	21
CA/3	Victim Witness Coordinator	16
CA/4	Legal Assistant	14
CA/5	Fine Recovery and Licensure Reinstatement Coordinator	16
CA/6	Fine Recovery and Licensure Reinstatement Assistant	12
CA/7	Administrative Assistant	12
CONS/1	Director of Conservation	25
CONS/2	Parks Superintendent	22
CONS/3	Vegetation Management Biologist	19
CONS/4	Environmental Education Coordinator	19
CONS/5	Watershed Coordinator	17

¹ May be designated Assistant County Attorney II and placed at grade 23; Senior Assistant County Attorney and placed at grade 24. Please note that no Assistant County Attorney salary can exceed 85% of the County Attorney's salary.

DEPT	POSITION	GRADE
CONS/6	Operations Supervisor	17
CONS/7	Park Ranger	16
CONS/8	Administrative Coordinator	14
EH/1	Environmental Health Director	22
EH/2	Environmental Health Specialist	18
EM/1	Emergency Management Coordinator	22
EM/2	Deputy Emergency Management Coordinator	17
FM/1	Facilities Management Director	23
FM/2	Assistant Facilities Management Director	19
FM/3	Building Service - Maintenance Supervisor	18
FM/4	Administrative Coordinator	14
FM/5	Facilities Maintenance Technician	13 ²
FM/6	Building Service - Maintenance Assistant	9
GA/1	General Assistance Director	22
GA/2	Service Coordinator	16
GA/3	Administrative Assistant	12
IT/1	Information Technology Director	25
IT/2	Network Administrator	22
IT/3	IT Systems Administrator	20
IT/4	System Support Administrator	19
IT/5	Computer Support Specialist	17 ³
IT/6	Network Specialist	18
PD/1	Planning and Development Director	24
PD/2	Planner	18 ⁴
PD/3	Administrative Assistant	12
RD/1	County Engineer	27
RD/2	Assistant County Engineer	24
RD/3	Road Maintenance Superintendent	22
RD/4	Design Engineer	21 ⁵
RD/5	Assistant Road Maintenance Superintendent	19
RD/6	Engineering Technician	18 ⁶

² May be designated Senior Facilities Maintenance Technician and placed at grade 14.

³ May be designated Senior Computer Support Specialist and placed at grade 18.

⁴ May be designated Senior Planner and placed at grade 20.

⁵ May be placed at grade 22 if a professional engineer in the State of Iowa.

⁶ May be designated Lead Engineering Technician and placed at grade 19.

DEPT	POSITION	GRADE
RD/7	Administrative Coordinator	14
RD/8	Administrative Assistant	12
RO/1	Recording Clerk	10 ⁷
SO/1	Sheriff Administrative Manager	21
TR/1	Motor Vehicle Supervisor	14
TR/2	Property Tax Supervisor	14
TR/3	Motor Vehicle - Property Tax Clerk	10 ⁸
VA/1	Director of Veterans Affairs	20

⁷ May be designated Senior Recording Clerk and placed at grade 12.

⁸ May be designated Senior Motor Vehicle - Property Tax Clerk and placed at grade 12.

Appendix B
Position/Grade Analysis by Grade
Story County Personnel Project

DEPT	POSITION	GRADE
RD/1	County Engineer	27
BOS-EO/1	Director of External Operations and County Services	26
BOS-IO/1	Director of Internal Operations and Human Resources	26
CONS/1	Director of Conservation	25
IT/1	Information Technology Director	25
RD/2	Assistant County Engineer	24
PD/1	Planning and Development Director	24
FM/1	Facilities Management Director	23
AUD/1	Assistant Auditor – Budget Manager	22
CA/1	Assistant County Attorney I	22 ¹
EM/1	Emergency Management Coordinator	22
EH/1	Environmental Health Director	22
GA/1	General Assistance Director	22
IT/2	Network Administrator	22
CONS/2	Parks Superintendent	22
RD/3	Road Maintenance Superintendent	22
AC/1	Animal Control Director	21
CA/2	County Attorney Operations Manager	21
BOS-EO/2	County Outreach and Special Projects Manager	21
RD/4	Design Engineer	21 ⁵
SO/1	Sheriff Administrative Manager	21
VA/1	Director of Veterans Affairs	20
IT/3	IT Systems Administrator	20
FM/2	Assistant Facilities Management Director	19
RD/5	Assistant Road Maintenance Superintendent	19

¹ May be designated Assistant County Attorney II and placed at grade 23; Senior Assistant County Attorney and placed at grade 24. Please note that no Assistant County Attorney salary can exceed 85% of the County Attorney's salary.

⁵ May be placed at grade 22 if a professional engineer in the State of Iowa.

DEPT	POSITION	GRADE
CONS/4	Environmental Education Coordinator	19
IT/4	System Support Administrator	19
CONS/3	Vegetation Management Biologist	19
FM/3	Building Service - Maintenance Supervisor	18
RD/6	Engineering Technician	18 ⁶
EH/2	Environmental Health Specialist	18
BOS-IO/2	Human Resources Generalist	18
IT/6	Network Specialist	18
PD/2	Planner	18 ⁴
IT/5	Computer Support Specialist	17 ³
EM/2	Deputy Emergency Management Coordinator	17
CONS/6	Operations Supervisor	17
CONS/5	Watershed Coordinator	17
CA/5	Fine Recovery and Licensure Reinstatement Coordinator	16
CONS/7	Park Ranger	16
AUD/2	Payroll and Accounts Coordinator	16
GA/2	Service Coordinator	16
CA/3	Victim Witness Coordinator	16
AC/2	Animal Control Officer	15
FM/4	Administrative Coordinator	14
RD/7	Administrative Coordinator	14
CONS/8	Administrative Coordinator	14
AUD/3	Clerk to the Board	14
AUD/4	Election Technician	14
BOS-IO/3	Human Resources Coordinator	14
CA/4	Legal Assistant	14
AUD/5	Mapping Technician	14
TR/1	Motor Vehicle Supervisor	14
TR/2	Property Tax Supervisor	14
AUD/6	Real Estate Technician	14
FM/5	Facilities Maintenance Technician	13 ²
AC/3	Administrative Assistant	12
BOS-EO/3	Administrative Assistant	12

² May be designated Senior Facilities Maintenance Technician and placed at grade 14.

³ May be designated Senior Computer Support Specialist and placed at grade 18.

⁴ May be designated Senior Planner and placed at grade 20.

⁶ May be designated Lead Engineering Technician and placed at grade 19.

DEPT	POSITION	GRADE
CA/7	Administrative Assistant	12
GA/3	Administrative Assistant	12
PD/3	Administrative Assistant	12
RD/8	Administrative Assistant	12
AUD/7	Administrative Assistant	12
CA/6	Fine Recovery and Licensure Reinstatement Assistant	12
TR/3	Motor Vehicle - Property Tax Clerk	10 ⁸
RO/1	Recording Clerk	10 ⁷
AC/4	Animal Shelter Attendant	9
FM/6	Building Service - Maintenance Assistant	9

⁷ May be designated Senior Recording Clerk and placed at grade 12.

⁸ May be designated Senior Motor Vehicle - Property Tax Clerk and placed at grade 12.

Appendix C
Salary Survey Summary
Story County Personnel Project

Position Title	Minimum Annual Rate Mean	Minimum Annual Rate Median	Maximum Annual Rate Mean	Maximum Annual Rate Median
Director of Internal Operations & Human Resources	\$108,510	\$112,736	\$151,175	\$153,062
Director of External Operations & County Services	\$104,650	\$104,650	\$162,430	\$162,430
Administrative Assistant	\$44,233	\$43,543	\$60,052	\$59,544
Administrative Coordinator	\$49,229	\$50,769	\$70,013	\$71,111
Animal Control Director	\$71,096	\$71,096	\$105,248	\$105,248
Animal Control Officer	\$48,881	\$48,110	\$64,237	\$61,963
Assistant County Attorney II	\$85,492	\$78,988	\$120,216	\$114,326
Building Service - Maintenance Supervisor	\$59,839	\$59,336	\$83,905	\$82,897
Building Service - Maintenance Assistant	\$35,934	\$35,017	\$46,720	\$46,384
Clerk to the Board	\$51,172	\$51,168	\$68,435	\$67,688
County Engineer	\$120,612	\$124,446	\$165,493	\$163,384
County Outreach & Special Projects Manager	\$71,193	\$70,538	\$93,182	\$94,593
Director of Conservation	\$90,622	\$96,096	\$129,233	\$128,454
Director of Veterans Affairs	\$64,487	\$68,283	\$90,077	\$89,208
Emergency Management Coordinator	\$79,512	\$76,690	\$100,807	\$98,683
Engineering Technician	\$57,697	\$59,416	\$77,937	\$78,728
Environmental Education Coordinator	\$56,673	\$58,968	\$78,795	\$78,589
Environmental Health Director	\$69,275	\$69,649	\$103,247	\$102,799
Environmental Health Specialist	\$56,814	\$57,470	\$74,212	\$78,322
Facilities Maintenance Director	\$77,865	\$76,976	\$108,588	\$101,216
Facilities Maintenance Technician	\$45,915	\$44,602	\$60,191	\$59,467
General Assistance Director	\$75,493	\$70,433	\$110,122	\$111,626
Human Resources Generalist	\$58,478	\$55,349	\$79,627	\$78,890
Information Technology Director	\$98,739	\$98,329	\$140,996	\$137,532
Legal Assistant	\$45,951	\$43,836	\$62,101	\$63,378
Motor Vehicle - Property Tax Clerk	\$39,266	\$36,982	\$51,937	\$48,027
Network Administrator	\$73,458	\$70,493	\$101,111	\$97,327

Position Title	Minimum Annual Rate Mean	Minimum Annual Rate Median	Maximum Annual Rate Mean	Maximum Annual Rate Median
Park Ranger	\$51,823	\$51,355	\$69,676	\$66,784
Parks Superintendent	\$72,763	\$77,941	\$100,818	\$102,746
Payroll & Accounts Coordinator	\$52,312	\$53,196	\$70,115	\$71,136
Planner	\$62,816	\$63,649	\$84,112	\$85,946
Real Estate Technician	\$43,283	\$42,520	\$57,726	\$54,953
Recording Clerk	\$38,983	\$36,982	\$51,535	\$48,027
Road Maintenance Superintendent	\$72,328	\$71,739	\$99,311	\$92,747
Senior Computer Support Specialist	\$56,940	\$54,402	\$77,382	\$79,184
Sheriff Administrative Manager	\$72,112	\$72,112	\$93,745	\$95,595
Victim Witness Coordinator	\$49,746	\$49,755	\$62,952	\$60,226



Board of Supervisors

Story County, Iowa

Classification and Compensation Policy

Approval Date:	Effective Date:	Revision No:
	07/01/2022	03

Reference: BOS Minutes: Initially Adopted: 07/01/2016	Distribution: Employee Handbook, Intranet, S:drive, Policy Book Board Member Initials: <i>[Signature]</i> Meeting Date: <u>6-21-22</u> Follow-up action: <u>on 7 day Review</u>
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GENERAL POLICY

This policy is intended to provide Story County with a system for classifying and compensating its employees to support the recruitment, motivation, success and retention of qualified and productive employees based on the principles of fairness and equity.

SCOPE

This policy is applicable to all Story County employees responsible to the Story County Board of Supervisors; all Story County employees responsible to a county elected office holder with the exception of statutory deputies, and employees covered by a collective bargaining agreement; and all employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors has certified its applicability.

When there is a conflict between this policy and a collective bargaining agreement and/or the Iowa Code, the provisions of a collective bargaining agreement and/or the Iowa Code prevail.

Classification Plan

Story County's classification plan utilizes an adapted version of the Factor Evaluation System (FES). FES is considered to be a state-of-the-art system in public human resource management.

FES is a point-factor-comparison evaluation system that uses nine factors for the evaluation of jobs: Knowledge Required by the Position, Supervisory Controls, Guidelines, Complexity, Scope and Effect, Personal Contacts, Purpose of Contacts, Physical Demands, and Work Environment. In order to adapt it to this setting, a tenth factor covering supervisory responsibility was added by Condrey and Associates. The factors are weighted (i.e., Knowledge Required by the Position "counts more" than Physical Demands). Each factor has several levels, and each level is assigned a specified number of points. The combined score on all the factors determines the total number of points for each position and its assignment to a grade in the classification plan.

Human Resources is responsible for maintaining the job classification plan, including an analysis of the duties and responsibilities assigned to and the qualifications required for each position. Department Heads and Elected Officials shall cooperate with Human Resources in maintaining

an accurate and up-to-date job description for each regular position. New position descriptions or reclassification of existing position descriptions that result in a budgetary impact require approval of the Board of Supervisors. The addition of positions or reclassification of existing positions will normally be accomplished during the County's annual budget review. The Board of Supervisors may consider requests for additional positions or reclassification of existing positions outside the annual budget review in its sole discretion in situations including but not limited to the following: where there is an increase in workload or unanticipated increase in the duties and responsibilities assigned to a given position, the requested change provides greater efficiency of operations, situation where there is a change in key personnel and a reorganization of the department or office is desired, or a situation resulting from a change in external funding.

Compensation Plan

Story County's compensation plan is designed to allow the County to recruit and retain qualified personnel. Human Resources is responsible for maintaining the County compensation plan and administering the pay practices and procedures established in this policy. This shall include periodic salary surveys of comparable positions in other comparable organizations and making recommendations concerning the pay plan to the Board of Supervisors for approval.

Story County's compensation plan will consist of twenty-seven grades with sixteen salary steps for positions within each grade. The salary ranges will be adjusted annually on the first day of the fiscal year by the cost-of-living adjustment approved by the Board of Supervisors.

Hourly pay rates for temporary and seasonal staff shall be established on an as-needed basis. The Human Resources department shall recommend appropriate pay rates for such positions in consultation with the hiring department or office. The Board of Supervisors shall approve the hourly pay rates for temporary and seasonal staff.

Entrance Wage/Salary

The wage/salary for a new non-bargaining employee will normally be established at the minimum of the salary range unless a new employee has credentials, experience or other relevant criteria to warrant a starting salary above the minimum. New employees may be initially placed up to salary step "H", with the approval of the Board of Supervisors. Exceptions for placement above step "H" will only be considered when there are special labor market considerations or in recognition of a candidate's exceptional qualifications. Internal equity with current incumbents of the position, candidate qualifications, and relative success of the current and relevant prior recruitment history shall be used as determining factors for an individual's starting wage/salary. Exceptions can be requested by the department head or elected official by completing the Request for Salary Exception form and returning it to Human Resources for submittal to the Board of Supervisors.

The wage/salary for new non-public safety bargaining unit employees will normally be established at the minimum of the salary range unless the new employee has credentials,

experience or other relevant criteria to warrant a starting salary above the minimum. New non-public safety bargaining unit employees may be initially placed up to salary step 5 on the respective bargaining unit wage scale. Internal equity with current incumbents of the position shall be used as a determining factor for an individual's starting wage/salary.

Pay Increases

The ability of the County to provide wage/salary increases or adjustments for non-bargaining employees is subject to available resources. At its discretion, the Board may authorize one or a combination of the types of pay increases listed below for non-bargaining employees.

1. Across-the-board increases (cost-of-living increases) adjust the pay of all employees on an equal basis. The salary ranges will be adjusted by the cost-of-living. This type of increase does not distinguish or recognize individual employees' performance. All employees on the pay plan are eligible for the COLA adjustment effective the first day of the fiscal year.
2. Step Increases adjust the pay of employees based on the employee's anniversary date and the annual performance review. Employees will receive a step increase on their anniversary date with the County until the maximum step is reached. Performance evaluations shall be completed and submitted to Human Resources on or before an employee's anniversary date in order to process the step increase. Step increases will be effective the pay period following an employee's anniversary date. An employee, who is on a performance improvement plan due to unsatisfactory job performance or receives a "below average" rating on the annual performance evaluation, shall not be eligible for a step increase. If this situation occurs, the employee will be eligible for the step increase six (6) months after the employee's anniversary date if at that time performance is satisfactory and the employee is no longer on a performance improvement plan.

Transfers

When an employee is transferred from one position to another position within the same pay grade, the employee shall continue to receive the same pay rate.

Promotions

When an employee is promoted from a position in a lower pay grade to a different position in a higher pay grade, or the employee's position is moved to a higher pay grade after re-evaluation, the employee shall be placed at the next higher paying step in the new classification compared to the current pay of the position in which the employee is being promoted from. Exceptions to this policy can be made by the department head or elected official completing the Request for Salary Exception form and returning it to Human Resources for submittal to the Board of Supervisors. The Board of Supervisors shall be responsible for reviewing and approving all such requests.

Demotions

When an employee is demoted or voluntarily moves to a job that is graded lower than the previously held position, a pay decrease may occur. Consideration will be given to the reason

for the change, the employee's work history and the difference between the employee's current rate of pay and the pay range of the grade to which the new position is assigned. The employee will be placed at the closest step compared to current pay. This step may be at or below the current pay, depending on the position to which the employee is being demoted.

Compensation for Acting or Interim Department Head Assignments

An employee who is appointed as Acting or Interim Department Head by the Board of Supervisors shall receive an increase to the minimum pay for the position or be placed on a step in the Department Head pay grade which equates to a 5% increase, whichever is greater during the appointment. The Acting or Interim Department Head shall be responsible for all duties and responsibilities of the regular Department Head position. The employee's salary/wage will return to the original rate once the appointment is complete.

Particular dates for each holiday will be determined by the Story County Board of Supervisors at the beginning of each calendar year. Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

Religious Holidays

It is the policy of the County to permit absence from work with compensation for employees who wish to observe religious holidays of their faith, providing previous arrangements are made with the County for establishing an alternative work time. If an alternate work period cannot be arranged, an absence will be charged to vacation leave or to leave without pay.

Holiday Pay

Full and part-time employees will receive their regular compensation for the holidays approved by the Board of Supervisors. Compensation for each designated holiday will consist of eight (8) hours. Employees shall not receive payment for any holiday if they have an unexcused absence or are not on the payroll the working day immediately preceding and following the holiday.

In the case where an employee is required to work on a designated holiday, that employee will be paid at the overtime rate for hours worked on the specific holiday. This shall be in addition to any holiday pay the employee would otherwise receive.

If a recognized holiday falls during an employee's scheduled vacation or any period of approved sick leave scheduled, it will be counted as a holiday and not charged to the employee's accumulated vacation or sick leave bank.

Overtime

Holiday pay is considered work time for the purpose of computing overtime.