

The Board of Supervisors met on 7/26/22 at 10:00 a.m. in the Story County Administration Building. Linda Murken, and Lisa Heddens, with Murken presiding. Latifah Faisal absent. (all audio of meetings available at storycountyowa.gov).

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

**STORYTIME CHILDCARE CENTER ANNUAL REPORT:** submitted written report only.

**PROCLAMATION RECOGNIZING AUGUST 2022 AS WATER QUALITY MONTH IN STORY COUNTY:** The Board read the proclamation in full. Heddens moved, Murken seconded the approval of the Proclamation Recognizing August 2022 as Water Quality Month in Story County. Roll call vote. (MCU). Murken reported on background information for best practices and upcoming items in Story County.

**MINUTES:** 7/19/22 Minutes – Heddens moved, Murken seconded approval of the Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 8/8/22, in a) Secondary Roads for Shawn Birdsall @ \$21.24/hr; 2) pay adjustment, effective date 7/31/22, a) Secondary Roads for Alex Golly @ \$28.71/hr; b) Sheriff Office for Nicholas Lennie @ \$21.60/bw lump sum. Heddens moved, Murken seconded approval of Personnel Actions as presented. Roll call vote. (MCU)

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

1. Contract for Highway Right-of-Way with D.R.A. Properties LC for the purchase of temporary easement for \$194.37 (E57 Culvert Boring)
2. Memorandum of Understanding (MOU) between the City of Ames and Story County for the Justice Assistance Grant (JAG) Program Award for \$16,121.00
3. Resolution #23-07, to Refund Erroneous Taxes for Assessment Years 2019 and 2020 due to Misclassification by the Ames City Assessor
4. Contract between the Sheriff's Office and Maxwell Old Settlers Steering Committee for security, effective 8/5/22-8/6/22, for \$65.00/hour
5. Quarterly Report: Treasurer
6. Treasurer's Semi-Annual & Annual Report
7. Agreement and Statement of Work between Language Line Services, Inc. and Story County General Assistance for phone interpreting services, effective 8/1/22
8. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and the Boys & Girls Club of Story County for the Re-Building Great Futures project for up to \$275,000.00 with a performance period of 1/25/22–12/31/26
9. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and Project Iowa for the Cultivating Careers Program for up to \$100,000.00 with a performance period of 1/25/22–12/31/26
10. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and the City of Roland for the storm sewer upgrades and water main looping project for up to \$1,000,000.00 with a performance period of 1/25/22–12/31/26
11. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and the City of Story City for the Story City ARPA projects for up to \$302,500.00 with a performance period of 1/25/22–12/31/26
12. Renewal fees between Story County and IP Pathways for VMware renewal, effective 9/23/22-9/22/23, for \$11,888.00
13. Renewal fees between Story County and Solarwinds for performance monitor and log analyzer, effective 8/19/22-8/19/23, for \$2,968.00
14. Road Closure Resolution: #23-01

Roll call vote. (MCU)

**PURCHASE ORDER FOR 2022 TOTAL PATCHER VORTEX FROM HAMPTON EQUIPMENT INC. FOR \$94,805.47:** Darren Moon, Engineer, reported he budgeted \$75,000.00 but equipment is now 15-20% more.

Additionally, the new patcher also comes with an air compressor, allowing Secondary Roads to replace a 21-year-old unit, as well as other additional capabilities. Heddens moved, Murken seconded the approval of purchase order for 2022 Total Patcher Vortex from Hampton Equipment Inc. for \$94,805.47. Roll call vote. (MCU)

**RESOLUTION #23-08 FOR PARTICIPATION IN FEDERAL SAFE STREETS AND ROADS FOR ALL (SS4A)**

**GRANT APPLICATION:** Darren Moon, Engineer, reported this is one of the new competitive federal grants. The Iowa County Engineers Association (ICEA) will apply for the SS4A grant in one application for all 99 counties in Iowa. The Department of Transportation (DOT) might contribute the 20% match. Moon recommends participation.

Heddens moved, Murken seconded the approval of Resolution #23-08, for Participation in SS4A Grant Application. Roll call vote. (MCU)

**ADDITIONAL ALTERNATIVE ANALYSIS WITH HOUSTON ENGINEERING INC. FOR HANNUMS MILL DAM FOR \$5,000.00 (UNBUDGETED):** Mike Cox, Conservation Director, provided history and stated the request is for an alternate design for Hannums Mill low-head dam to mitigate the dangers posed by the dam. He stated Houston Engineering Inc. (HEI) will develop an estimate. Cox stated funding will come from a dam mitigation grant and the Energy Transfer Fund. Heddens moved, Murken seconded the approval of additional alternative analysis with Houston Engineering Inc. for Hannums Mill Dam for \$5,000.00 from the Energy Transfer Fund. Roll call vote. (MCU)

**ANIMAL CONTROL QUARTERLY REPORT:** Director Anna Henderson reported on intakes, group volunteers, adoption events, foster programs, events, staff training and certifications, the potential of microchip and vaccination clinics, and foster care.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** All Board members listed multiple upcoming meetings and commitments.

Heddens moved, Murken seconded to adjourn at 10:30 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Meeting Agenda  
Administration Building  
900 6th St., Nevada, IA  
7/26/22

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](http://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. AGENCY REPORTS:

- I. Storytime Childcare Center Annual Report - Submitted Report

Department Submitting Auditor

Documents:

STORYTIME RPT.PDF

7. Consideration Of Proclamation Recognizing August 2022 As Water Quality Month In Story County

Department Submitting Board of Supervisors

Documents:

PROCLAMATION WATER QUALITY.PDF

8. CONSIDERATION OF MINUTES:

I. 7/19/22 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

- 1) new hire, effective 8/8/22, in a) Secondary Roads for Shawn Birdsall @ \$21.24/hr;
- 2) Pay adjustment, effective date 7/31/22, a) Secondary Roads for Alex Golly @ \$28.71/hr; b) Sheriff Office for Nicholas Lennie @ \$21.60/bw lump sum;

Department Submitting HR

10. CONSENT AGENDA:

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

I. Consideration Of Contract For Highway Right Of Way With D.R.A. Properties LC For The Purchase Of Temporary Easement For \$194.37 (E57 CULVERT BORING)

Department Submitting Engineer

Documents:

ROW CTR DRA PROPERTIES.PDF

II. Consideration Of MOU Between The City Of Ames And Story County For The Justice Assistance Grant (JAG) Program Award For \$16,121.00

Department Submitting Sheriff

Documents:

AMES JAG 2022.PDF

III. Consideration Of Resolution #23, To Refund Erroneous Taxes For Assessment Years 2019 And 2020 Due To Misclassification By The Ames City Assessor – Northcrest, Inc.

Department Submitting Auditor

Documents:

RES2307.PDF

IV. Consideration Of Contract Between Sheriff's Office And Maxwell Old Settlers Steering Committee For Security, Effective 8/5/22-8/6/22, For \$65.00/Hr

Department Submitting Sheriff

Documents:

SERVICE.PDF

V. Consideration Of Quarterly Report For The Following: Treasurer

Department Submitting Auditor

Documents:

TREA QTR.PDF

VI. Consideration Of Semi-Annual & Annual Report

Department Submitting Auditor

Documents:

TREA ANNUAL SEMI.PDF

VII. Consideration Of Agreement And Statement Of Work Between Language Line Services, Inc. And Story County General Assistance For Phone Interpreting Services Effective August 1, 2022.

Department Submitting General Assistance

Documents:

LANGUAGE LINE SOW.PDF  
LANGUAGE LINE MSA.PDF

VIII. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And Boys And Girls Club Of Story County For The Re-Building Great Futures Project For Up To \$275,000 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

BOYSANDGIRLSBOS.PDF

IX. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And Project Iowa For The Cultivating Careers Program For Up To \$100,000 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

PROJECTIONWAFORBOS.PDF

X. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And City Of Roland For The Storm Sewer Upgrades And Water Main

Looping Project For Up To \$1,000,000 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

ROLANDBOS.PDF

XI. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And City Of Story City For The Story City ARPA Projects For Up To \$302,500 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

STORYCITYBOS.PDF

XII. Consideration Of Renewal Fees Between Story County And IP Pathways For VMware Renewal Effective 9/23/22 - 9/22/23 For \$11,888.00

Department Submitting Information Technology

Documents:

IP PATHWAYS VMWARE.PDF

XIII. Consideration Of Renewal Fees Between Story County And Solarwinds For Performance Monitor And Log Analyzer Effective 8/19/22 - 8/19/23 For \$2,968.00

Department Submitting Information Technology

Documents:

SOLARWINDS.PDF

XIV. Consideration Of Road Closure Resolution(S): #23-01

Department Submitting Engineer

Documents:

RC 23 01.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Purchase Order For 2022 Total Patcher Vortex From Hampton Equipment Inc For \$94,805.47 (FY 23) - Darren Moon

Department Submitting Engineer

Documents:

2022 PATCHER.PDF

II. Consideration Of Resolution #23-08 For Participation In SS4A Grant Application - Darren Moon

Department Submitting Engineer

Documents:

RES 23 08.PDF

III. Consideration Of Additional Alternative Analysis With Houston Engineering Inc. For Hannums Mill Dam For \$5,000 (Unbudgeted) - Mike Cox

Department Submitting Conservation

Documents:

HOUSTON CONTRACT.PDF

13. DEPARTMENTAL REPORTS:

I. Animal Control Quarterly Report - Anna Henderson

Department Submitting Auditor

Documents:

AC QUARTER.PDF

14. OTHER REPORTS:

15. UPCOMING AGENDA ITEMS:

16. 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.

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

18. 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

7/26/22

NAME

ADDRESS

Greg Pikkapp  
Emily Schwickerson  
Anna Henderson  
DARREN moir  
Sandhaling  
Sara Carmichael  
Casey Strucker

Ames Chamber / EDC  
Cong. Randy Feenstra - IA-04  
Animal Control  
EN 6.  
BOS  
Conservation  
Conservation

## STORYTIME CHILDCARE REPORT

Jayne Underhill – Director

Mandy Lindemoen -Assistant Director

Storytime is a licensed, non-profit daycare in Maxwell. Storytime provides Infant Care, Fulltime, Pre-School and Before/Afterschool care to families in Maxwell, Collins and surrounding areas.

Storytime is licensed for 42 children when the Pandemic started in 2020 we were down to 6 kids in March 2020. Storytime Closed from March to May 18, 2020 due to Parents working from home and Parents not wanting their children around others. By July 2020 we had 16 back and as of June 2021 we are almost at capacity of 42 with 38 children enrolled.

Storytime has stayed on track with our enrollment, and is back to a waiting list for the Babyroom and running at capacity in the other age groups. The summer of 2022 is the first time Storytime has ever felt the crunch of the worker shortage in the world.

Storytime Employees are pulling together, working thru the sicknesses we have had throughout the year, vacations and employee shortage but we have always kept providing excellent Childcare Services for all the families in Southern Story County that we serve.

Thank you so much for the financial support to Storytime Childcare.

Jayne Underhill

Mandy Lindemoen

**PROCLAMATION**  
***National Water Quality Month***

**August 2022**

**WHEREAS**, National Water Quality month is dedicated to protecting bodies of clean water such as lakes, rivers, groundwater, aquifers, and streams; and

**WHEREAS**, Even though water makes up 70% of the Earth's surface, only around 3% of the water supply is freshwater with 1% of which is easily accessible; and

**WHEREAS**, Clean water is essential to our health, agriculture needs, and our environment; and

**WHEREAS**, Implementing conservation practices in urban and rural areas can improve soil health and water quality; and

**WHEREAS**, Virtually everything on our planet relies on clean water

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim August 2022 as Water Quality Month in Story County. To protect our waters for years to come, we encourage everyone to continue best practices like picking up after a pet, disposing of chemicals correctly, and using the right amount of fertilizer.

*[Handwritten Signature]*

SIGNATURE

*7/26/22*

DATE

*[Handwritten Signature]*

SIGNATURE

*7/26/22*

DATE

SIGNATURE

DATE



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: 13-02-100-250  
PROJECT No: E57 CULVERT BORING  
ROAD No: E57 (280<sup>th</sup> Ave.)

THIS AGREEMENT made and entered into this 5<sup>th</sup> day of July, A.D. 20 22 by and between

D.R.A. PROPERTIES, L.C.

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

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

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 ALSO 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>194.37</u>  | on right of possession       |
| \$ |                | on conveyance of title       |
| \$ |                | on surrender of possession   |
| \$ |                | on possession and conveyance |
| \$ | <u>194.37</u>  | <b>TOTAL LUMP SUM</b>        |

| BREAKDOWN:           | ac.=acres   | sq.ft.=square feet |                  |   |    |
|----------------------|-------------|--------------------|------------------|---|----|
| Land by Fee Title    |             | ac./sq.ft.         | \$               | Buildings & Improvements                              | \$ |
| Underlying Fee Title |             | ac./sq.ft.         | \$               | Fence <u>    </u> rods woven                          | \$ |
| Permanent Easement   |             | ac./sq.ft.         | \$ <u>194.37</u> | Fence <u>    </u> rods barb                           | \$ |
| Temporary Easement   | <u>0.05</u> | ac./sq.ft.         | \$               |   |    |
| Damages for:         |             |                    |                  |   | \$ |
|                      |             |                    |                  | <u>Future Abstract Entry in the amount of \$25.00</u> |    |

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 Tara Meredith  
sec.

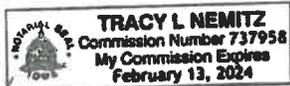
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such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

**Additional Right of Way Agreements:**

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 5 day of July, 20 22, before me, the undersigned, personally appeared Tara Meredith

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.



Tracy L Nemitz  
Notary Public in and for the State of Iowa

**BUYER'S APPROVAL**

[Signature]

7-15-22

Recommended by: Darren Moon P.E., Story County Engineer

(Date)

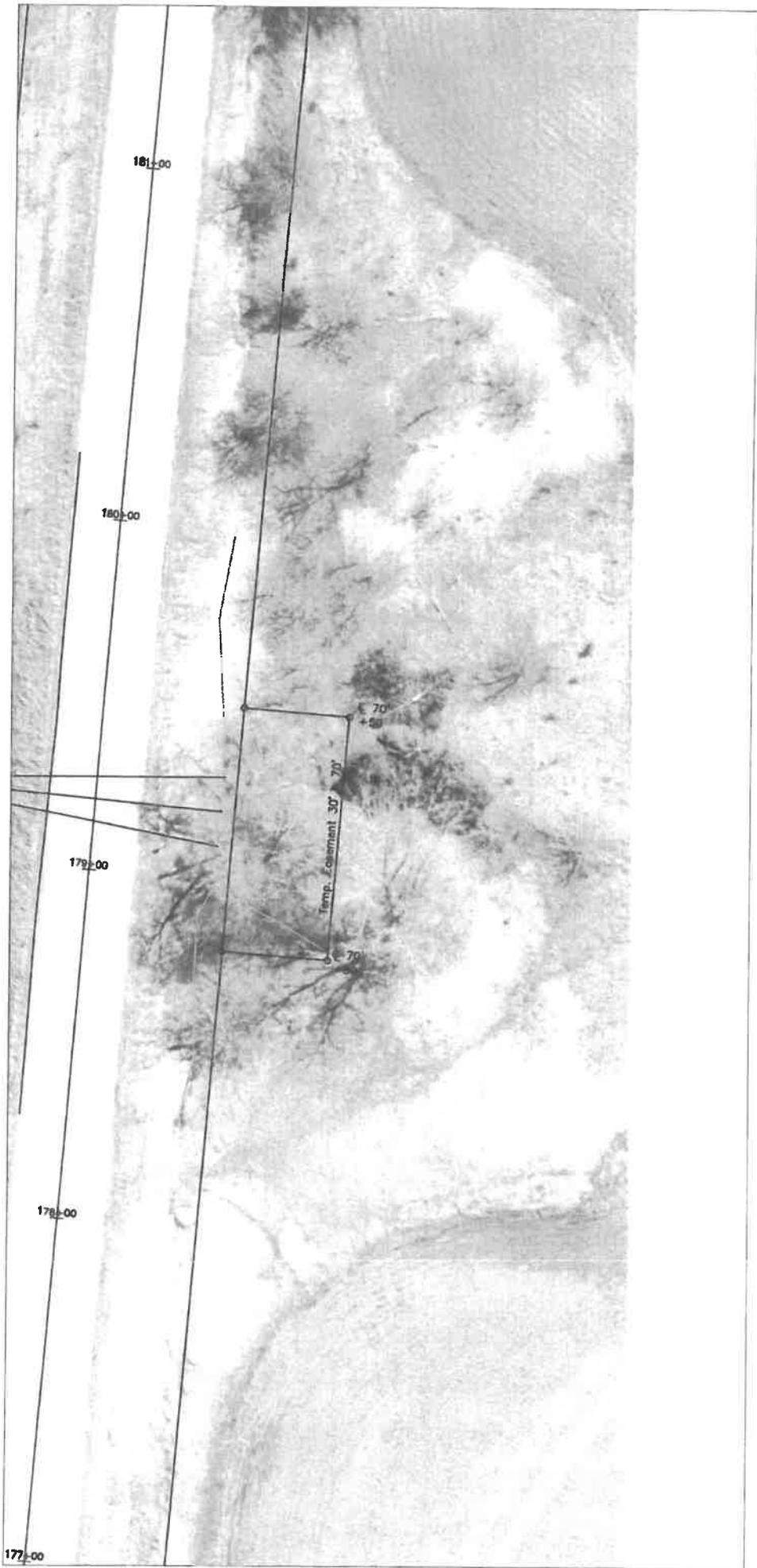
[Signature]

7/26/22

Approved by: Chairperson, Story County Board of Supervisors

(Date)

# E57 (280th) Culvert Boring



THE STATE OF IOWA  
COUNTY OF STORY

KNOW ALL BY THESE PRESENT

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE CITY OF AMES, IOWA, AND STORY COUNTY, IOWA**

**JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Story County, Iowa, acting by and through the Chairman of the County Board of Supervisors as an authorized agent for the county, hereinafter referred to as COUNTY, and the City of Ames, acting by and through the Mayor as an authorized agent for the city, hereinafter referred to as AMES, both of Story County, State of Iowa, witnesseth:

**WHEREAS**, under the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance 2022 Edward Byrne Memorial Justice Assistance Grant Formula Program, Local Solicitation, hereinafter referred to as GRANT, funds have become available to the parties for use in improving law enforcement programs; and

**WHEREAS**, the GRANT requires that the COUNTY and AMES agree on process for filing an application for the acquisition, administration and expenditure of those funds; and,

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of funds and costs is equitable;

**NOW THEREFORE, AMES and COUNTY agree as follows:**

**Section 1.**

The parties are eligible for funding through the GRANT of up to \$16,121.00. The parties agree that AMES will file a single application on behalf of both parties that provides for distribution of funds as follows:

To AMES - \$16,121.00 to support the community and officer wellness program and to purchase outer vest carriers for officer comfort and health.

**Section 2.**

AMES shall be designated as the fiscal agent for the purposes of this GRANT and shall be responsible for all administrative support to meet the requirements of the GRANT. COUNTY shall not be responsible for any costs associated with the administration of the GRANT.

**Section 3.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 4.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 5.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; nor do they intend to create a separate legal entity for the purposes of this GRANT, specifically they do not intend to create a legal entity authorized by Chapter 28E of the Code of Iowa; further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

**Story County**

By: Latifah Faisal, Chair  
Story County Board of Supervisors

  
Signature

**City of Ames**

By: John A. Haila, Mayor  
City of Ames

\_\_\_\_\_  
Signature

**RESOLUTION #23-07**  
**TO REFUND ERRONEOUS TAXES FOR ASSESSMENT YEARS 2019 AND 2020**  
**DUE TO MISCLASSIFICATION BY THE AMES CITY ASSESSOR**

**WHEREAS**, the property described below is currently owned by Northcrest Inc., and;

**WHEREAS**, Northcrest, Inc. is incorporated as a non-profit tax-exempt organization under *Code of Iowa* Chapter 504, and;

**WHEREAS**, pursuant to §427.1(8).7 of the *Code of Iowa*, Northcrest, Inc. is exempt from property taxes, and;

**WHEREAS**, the Ames City Assessor assessed property taxes on said property for Assessment Years 2019 and 2020, and;

**WHEREAS**, Northcrest, Inc. protested the property tax assessment with the Ames City Board of Review and was denied, and;

**WHEREAS**, as the Iowa District Court in and for Story County subsequently reversed the denial by the Ames Board of Review in the matter of *Northcrest, Inc. vs. The Ames City Board of Review* by decree issued on May 18, 2022 for case numbers EQCV051402, EQCV051901, and EQCV052367 and amended on June 10, 2022, and approved the property's exempt status pursuant to *Code of Iowa* Chapter 427, and;

**WHEREAS**, Northcrest, Inc., pursuant to *Code of Iowa* §445.60, requested a refund of the property taxes for the erroneous assessment of taxes for Assessment Years 2019 and 2020, that were paid in full for fiscal years 2021 and 2022, and;

**WHEREAS**, pursuant to *Code of Iowa* §445.60, the Story County Board of Supervisors shall direct the County Treasurer to refund any tax found to have been erroneously paid if a request is made within two years of the final decision, now therefore;

**BE IT HEREBY RESOLVED**, that a refund shall be issued once tax collections for the current fiscal year begins and the applicable taxing authorities have received the funds necessary to issue a full refund in the amount of \$345,208.00 to Northcrest, Inc. on the following described real estate:

**05-23-153-010** - Parcel A Northcrest Subdivision Lot 1, AND the W 1/2 of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Thirty-four (34), Township Eighty-four (84) North, Range Twenty-four (24) West, of the 5th P.M., Story County, Iowa except the North 35.00 feet thereof and containing 25.86 acres.

Adopted this 26<sup>th</sup> day of July, 2022

  
 \_\_\_\_\_  
 Chairperson, Board of Supervisors

Attest:   
 \_\_\_\_\_  
 County Auditor

|               |                |     |                                     |     |                          |        |                                     |
|---------------|----------------|-----|-------------------------------------|-----|--------------------------|--------|-------------------------------------|
| ROLL CALL     | Latifah Faisal | Yea | <input type="checkbox"/>            | Nay | <input type="checkbox"/> | Absent | <input checked="" 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

  
 \_\_\_\_\_  
 CHAIRPERSON

Yea 2 Nay 1 Absent 1  
 Above tabulation made by 

**STORY COUNTY SHERIFF  
SERVICE AGREEMENT  
# 22-07**

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

**Definitions:**

**The Agreement** is this four page agreement identified by the numerical designation and any and all attachments reference.

**Story County Sheriff**, hereinafter (the “Service Provider”) agrees to provide the services as listed in this agreement.

**The Maxwell Old Settlers Steering Committee**, hereinafter (the “Contractor”) agrees to employ the Service Provider as set forth by the terms listed in this agreement.

**The Parties**, refers to the “Service Provider” and the “Contractor”.

**Additional Terms**, if none then state “none”:

None \_\_\_\_\_

**Terms**

Service Provider:  
**Story County Sheriff’s Office**  
1315 South B Avenue  
Nevada, IA 50201  
515-382-7457

Contractor Address:  
**Maxwell Old Settlers Steering Committee**  
PO Box 108  
Maxwell, IA 50161  
515-491-6172

**I Description of Services**

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergency. Specific instructions for services shall be included in division II for “Additional Services”. This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff’s Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

**II Additional Services**

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)

**1. 3 Full-Time Deputies**

**III Times and location(s)**

The Contractor requires the services of the Service Provider at the following location: (For more than one location list in section C and make attachments as necessary.)

Location: **Maxwell City Park**  
Time: **2200 – 0030hrs**

**A. If the services is to continue for an indefinite period complete this section only.**

State date of service: \_\_\_\_\_  
Day Month Year

**B. If the service is to be for a single date complete this section only.**

Date of service: **5<sup>th</sup> and 6<sup>th</sup>** **August** **2022**  
Day Month Year

**C. If the service is for more than one date or is to continue on different dates at different locations use the chart below.**

Start date of service: \_\_\_\_\_  
Day Month Year

**Chart**

| <b>Days</b>     | <b>Times</b>  |
|-----------------|---|
| Monday _____    | _____ a.m. to _____ p.m. and _____ p.m. to _____ a.m. |
| Tuesday _____   | _____ a.m. to _____ a.m. and _____ p.m. to _____ a.m. |
| Wednesday _____ | _____ a.m. to _____ p.m. and _____ p.m. to _____ a.m. |
| Thursday _____  | _____ a.m. to _____ p.m. and _____ p.m. to _____ a.m. |
| Friday _____    | _____ a.m. to _____ p.m. and _____ p.m. to _____ a.m. |
| Saturday _____  | _____ a.m. to _____ p.m. and _____ p.m. to _____ a.m. |
| Sunday _____    | _____ a.m. to _____ p.m. and _____ p.m. to _____ a.m. |

**Additional Locations:**

Address:  
City/rural:

(If necessary attach additional descriptions)

**IV Duration of Agreement**

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements it shall remain in effect until terminated in accordance with the section VII of this agreement.

**V Fees**

The Contractor agrees to pay:

**Sixty five dollars (\$65.00) per hour for a minimum of two (2) hours** for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Thirty two dollars and 50 cents (\$32.50) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

**VI Payment**

Contractor agrees to pay for \_\_\_ one time/or multiple event in advance; or pay on a **XX** as invoiced by the Story County Sheriff. (Check which payment)

**VII Changes or Termination during the Agreement**

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires \_\_\_ days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

**VIII Confidentiality**

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by law. The Contractor should be mindful of the public's right to know.

**IX Liability**

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

**X Acts of God and Acts of Others**

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

**XI Hazards**

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

**XII Inconsistent Terms**

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

**XIII Representative**

The Contractor designates **Becky Pointer** as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

Service Provider Representative

Contractor Representative

**Sgt. Elizabeth Quinn**  
515-382-7473

**Becky Pointer**  
515-490-6804

**Address:**

**Story County Sheriff**  
1315 South B Avenue  
Nevada, IA 50201  
515-382-7457  
[equinn@storycountyiowa.gov](mailto:equinn@storycountyiowa.gov)

**Maxwell Old Settlers Steering Committee**  
PO Box 108  
Maxwell, IA 50161  
515-490-6804  
[rjgjp@iowatelecom.net](mailto:rjgjp@iowatelecom.net)

**Billing Address:**

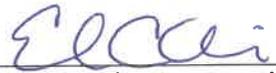
Contact Person: Same as above.  
Contractor Billing Address: Same as above

Make payment payable to: **Story County Treasurer**

Mail Payments to: **Story County Sheriff's Office  
1315 South B Avenue  
Nevada, IA 50201**

**Service Agreement Signatures**

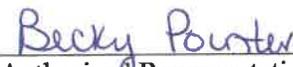
Service Provider

  
Authorized Representative

Sergeant, Support Services  
Title

7 / 18 / 2022  
Date

Contractor

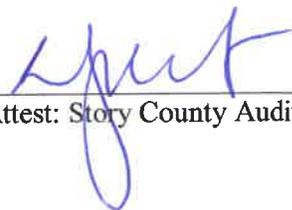
  
Authorized Representative

Director of Sports and Competitions  
Title

7 / 18 / 2022  
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 7 / 26 / 22

  
Board of Supervisors

  
Attest: Story County Auditor

(Staple attachments to back)



**Story County Treasurer's Office**  
**Ted Rasmusson, Treasurer**

P.O. Box 498  
Nevada, IA 50201  
Phone 515-382-7330  
Fax 515-382-7336  
storycountyiowa.gov/treasurer  
treasurer@storycountyiowa.gov

**Treasurer's Quarterly Report**

FY2022-Q4

Tuesday, July 19, 2022

Prepared by:

Ted Rasmusson, Treasurer

Ardis A Baldwin, Finance Deputy

Lori McDonald, Operations Deputy

**APPROVED** **DENIED**  
Board Member Initials: AM  
Meeting Date: 7-26-22  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Narrative**

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Treasurer – Ted Rasmusson

**April, May, June 2022**

The Treasurer's Office was excited to spend the entire Fourth Quarter of FY22 fully staffed and had a very productive quarter. We are hopeful that the turnover in the department is coming to an end as we have assembled a good team; and thanks to the recent compensation study, we feel our more competitive wages combined with solid benefits should help retain that team. The quarter saw the first real rise in interest rates at banks, as many banks are taking a conservative approach to returns and are slow to commit to higher interest rates even in the face of inflation.

Property tax collections went quite well during fourth quarter. We ended 3<sup>rd</sup> quarter with approximately 2% of taxes outstanding, and sent a complimentary notice to our taxpayers at the start of April that saw funds come in quickly. This was our second year doing an online tax sale and it went quite smoothly. We had 132 Real Estate Parcels and 99 Mobile Homes go to tax sale, which is very low, and we sold 127 Real Estate Parcels and 28 Mobile Homes. We had 1,122 total bidders and collected \$211,549.93 in delinquent taxes.

We were caught up on same day mail processing for all Motor Vehicle mail for the entire quarter. While motor vehicle sales continue to slightly lag behind historical trends, we are seeing a slight uptick in customers. We have now spent six months operating with Contiguous County titling for the DOT, but have not really seen any impacts as the amount of out county customers is still quite small.

Our office faced multiple unexpected challenges in the Fourth Quarter as we prepared for legislative changes and our vendor's ability to make the updates in time. When stacked on top of our normal year-end processing, this made for a stressful June. Our biggest impacts included the new Elderly Tax Credit and the elimination of the county mental health fund. We were also facing some challenges with Mobile Homes and Mobile Home Park records that owners had not kept up to date. We wanted to get those sorted out before a new year of property taxes were applied to them.

To begin FY23, we feel our office is in a very solid position. We are full staffed, have worked through the year-end accounting processes, and have worked hard to address the ongoing challenge of Mobile Homes. An outstanding threat from the Fourth Quarter of FY22 is the tax return incurred from the Ames Assessor's Office losing their case against Northcrest. We will have to refund approximately \$350,000 of property taxes, once we have collected sufficient funds in our September collection period. Otherwise, our office continues to work hard providing excellent customer service, look for profitable investment opportunities, and safeguard our county's assets.

**Data/Tables/Statistics**

**Cash and Investments**

| Invested Funds Summary           |                 |            |                 |            |                 |            |
|----------------------------------|-----------------|------------|-----------------|------------|-----------------|------------|
|                                  | 4/30/2022       |            | 5/31/2022       |            | 6/30/2022       |            |
| Type                             | Amount          | Percentage | Amount          | Percentage | Amount          | Percentage |
| Cash & Bank Accounts             | \$27,222,318.42 | 34.36%     | \$30,665,690.11 | 44.37%     | \$30,550,096.75 | 42.26%     |
| Iowa Public Agency Investment Tr | \$47,627,482.74 | 60.11%     | \$33,694,324.76 | 48.75%     | \$37,956,557.58 | 52.51%     |
| Certificates of Deposit          | \$4,388,016.15  | 5.54%      | \$4,760,143.19  | 6.89%      | \$3,783,442.35  | 5.23%      |
| Totals                           | \$79,237,817.31 | 100.00%    | \$69,120,158.06 | 100.00%    | \$72,290,096.68 | 100.00%    |

Matured CD's - April      **New Rate**  
 None  
 Matured CD's - May  
 None  
 Matured CD's - June  
 South Story Bank - Cashed In

| Tax Collections             |                        |
|-----------------------------|------------------------|
| April Total Tax Collections | \$10,314,629.62        |
| May Total Tax Collections   | \$429,580.30           |
| June Total Tax Collections  | \$438,155.40           |
| <b>Quarterly Total</b>      | <b>\$11,182,365.32</b> |

LISTING OF CERTIFICATES OF DEPOSIT & OTHER INVESTMENTS  
 Story County Treasurer- as of June 30, 2022

Total \$3,783,442.35

| Purchase Date | Maturity Date | Purchase Amount | Cash In Amount  | Interest Rate | Term | Certificate Number | Bank               | Ann Anticp Interest | Interest Received | Notes                 |
|---------------|---------------|-----------------|-----------------|---------------|------|--------------------|--------------------|---------------------|-------------------|-----------------------|
| 5/2/2012      |               | \$6,101,472.66  | \$2,818,205.66  |               |      |                    | Peaks Investment   |                     | \$406,296.93      |                       |
| 2/28/2012     |               | \$60,175.35     | \$60,000.00     |               |      |                    | Drainage Certs     |                     |                   | 12/20/2017/09/14/2018 |
| 1/3/2019      | 1/3/2020      | \$1,000,000.00  | \$1,000,000.00  | 2.85%         | 365  | 35954              | IPAIT              | \$28,505.00         | \$28,504.33       | Renewed               |
| 3/19/2019     | 8/2/2021      | \$30,521,153.87 | \$30,521,153.87 |               |      |                    | IPAIT              |                     |                   | Rolling CD            |
| 9/15/2019     | 9/15/2020     | \$500,000.00    | \$500,000.00    | 1.90%         | 365  | 7877               | Maxwell State Bank | \$9,500.00          | \$9,526.01        | Renewed               |
| 10/21/2019    | 10/21/2020    | \$511,299.77    | \$511,299.77    | 2.25%         | 365  | 20450              | South Story Bank   | \$11,504.24         | \$11,299.77       | Renewed               |
| 10/21/2019    | 10/21/2020    | \$511,299.77    | \$511,299.77    | 2.25%         | 365  | 20451              | South Story Bank   | \$11,504.24         | \$11,299.77       | Renewed               |
| 12/24/2019    | 12/24/2020    | \$509,983.70    | \$509,983.70    | 2.00%         | 365  | 20511              | South Story Bank   | \$10,199.67         | \$9,983.70        | Renewed               |
| 12/30/2019    | 12/30/2020    | \$510,077.67    | \$510,077.67    | 2.00%         | 365  | 20956              | South Story Bank   | \$10,201.55         | \$10,077.67       | Renewed               |
| 12/31/2019    | 12/31/2020    | \$510,077.67    | \$510,077.67    | 2.00%         | 365  | 20519              | South Story Bank   | \$10,201.55         | \$10,077.67       | Renewed               |
| 1/6/2020      | 1/5/2021      | \$1,000,000.00  | \$1,000,000.00  | 1.61%         | 365  | 35954              | IPAIT              | \$16,100.00         | \$16,004.19       | Cashed In             |
| 2/21/2020     | 11/21/2020    | \$507,168.94    | \$507,168.94    | 1.90%         | 270  | 22142              | South Story Bank   | \$7,128.16          | \$7,168.94        | Cashed In/Now #22294  |
| 2/21/2020     | 2/21/2021     | \$509,520.78    | \$509,520.78    | 1.90%         | 365  | 22143              | South Story Bank   | \$9,680.89          | \$9,520.78        | Renewed               |
| 2/21/2020     | 2/21/2021     | \$509,520.78    | \$509,520.78    | 1.90%         | 365  | 22144              | South Story Bank   | \$9,680.89          | \$9,520.78        | Renewed               |
| 3/2/2020      | 12/2/2020     | \$1,014,284.62  | \$1,014,284.62  | 1.90%         | 270  | 22152              | South Story Bank   | \$14,255.56         | \$14,284.62       | Cashed In/Now #22297  |
| 3/2/2020      | 12/2/2020     | \$1,014,284.62  | \$1,014,284.62  | 1.90%         | 270  | 22153              | South Story Bank   | \$14,255.56         | \$14,284.62       | Cashed In/Now #22298  |
| 3/5/2020      | 3/5/2021      | \$1,528,483.95  | \$1,528,483.95  | 1.90%         | 365  | 22154              | South Story Bank   | \$29,041.20         | \$28,483.95       | Renewed               |
| 6/22/2020     | 6/22/2021     | \$1,006,544.06  | \$1,006,544.06  | 0.65%         | 365  | 20196              | South Story Bank   | \$6,542.54          | \$6,544.06        | Cashed In/Now #22345  |
| 6/26/2020     | 6/26/2021     | \$510,081.25    | \$510,081.25    | 0.65%         | 365  | 20868              | South Story Bank   | \$3,315.53          | \$3,317.48        | Cashed In             |
| 9/15/2020     | 9/15/2021     | \$500,000.00    | \$500,000.00    | 0.45%         | 365  | 7877               | Maxwell State Bank | \$2,250.00          | \$2,249.99        | Renewed               |
| 10/21/2020    | 10/21/2021    | \$502,506.03    | \$502,506.03    | 0.50%         | 365  | 20450              | South Story Bank   | \$2,512.53          | \$2,506.03        | Cashed In             |
| 10/21/2020    | 10/21/2021    | \$502,506.03    | \$502,506.03    | 0.50%         | 365  | 20451              | South Story Bank   | \$2,512.53          | \$2,506.03        | Cashed In             |
| 11/23/2020    | 11/23/2021    | \$502,522.40    | \$502,522.40    | 0.50%         | 365  | 22294              | South Story Bank   | \$2,512.61          | \$2,522.40        | Cashed In             |
| 12/2/2020     | 12/2/2021     | \$1,005,006.25  | \$1,005,006.25  | 0.50%         | 365  | 22297              | South Story Bank   | \$5,025.03          | \$5,006.25        | Cashed In             |
| 12/2/2020     | 12/2/2021     | \$1,005,006.25  | \$1,005,006.25  | 0.50%         | 365  | 22298              | South Story Bank   | \$5,025.03          | \$5,006.25        | Cashed In             |
| 12/24/2020    | 12/24/2021    | \$502,021.25    | \$502,021.25    | 0.40%         | 365  | 20511              | South Story Bank   | \$2,008.09          | \$2,021.25        | Cashed In             |
| 12/30/2020    | 12/30/2021    | \$502,004.75    | \$502,004.75    | 0.40%         | 365  | 20956              | South Story Bank   | \$2,008.02          | \$2,004.75        | Cashed In             |
| 12/31/2020    | 12/31/2021    | \$502,002.00    | \$502,002.00    | 0.40%         | 365  | 20519              | South Story Bank   | \$2,008.01          | \$2,002.00        | Cashed In             |
| 2/21/2021     | 2/21/2022     | \$501,025.37    | \$501,025.37    | 0.20%         | 365  | 22143              | South Story Bank   | \$1,002.05          | \$1,025.37        | Cashed In             |
| 2/21/2021     | 2/21/2022     | \$501,025.37    | \$501,025.37    | 0.20%         | 365  | 22144              | South Story Bank   | \$1,002.05          | \$1,025.37        | Cashed In             |
| 3/5/2021      | 3/5/2022      | \$1,503,026.21  | \$1,503,026.21  | 0.20%         | 365  | 22154              | South Story Bank   | \$3,006.05          | \$3,026.21        | Cashed In             |
| 6/26/2021     | 6/26/2022     | \$1,002,001.00  | \$1,002,001.00  | 0.20%         | 365  | 22345              | South Story Bank   | \$2,004.00          | \$2,001.00        | Cashed In             |
| 9/15/2021     | 9/15/2022     | \$500,000.00    |                 | 0.60%         | 365  | 7787               | Maxwell State Bank | \$3,000.00          |                   |                       |
|               |               | \$57,866,082.37 | \$54,082,640.02 |               |      |                    |                    |                     |                   |                       |

## Motor Vehicle Statistics

|              | Title Transfers | Registration Renewals | CC/DOR Debt Revenue | Revenue Generated   | Total Revenue       | Expenses           | Net to County General Fund |
|--------------|-----------------|-----------------------|---------------------|---------------------|---------------------|--------------------|----------------------------|
| Apr-22       | 1,633           | 8,994                 | \$0.00              | \$63,697.50         | \$63,697.50         | \$31,424.93        | \$32,272.57                |
| May-22       | 1,651           | 9,560                 | \$0.00              | \$66,163.27         | \$66,163.27         | \$25,995.01        | \$40,168.26                |
| Jun-22       | 1,724           | 9,841                 | \$0.00              | \$68,239.98         | \$68,239.98         | \$27,742.18        | \$40,497.80                |
| <b>Total</b> | <b>5,008</b>    | <b>28,395</b>         | <b>\$0.00</b>       | <b>\$198,100.75</b> | <b>\$198,100.75</b> | <b>\$85,162.12</b> | <b>\$112,938.63</b>        |

## In Office Payment Statistics

April-June 2022

| Receipt Type          | Receipts Debit & Credit |  |  | Totals              |
|-----------------------|-------------------------|--|--|---------------------|
| Tax                   | 14                      |  |  | \$8,694.00          |
| Vehicle               | 920                     |  |  | \$197,517.10        |
| Misc                  | 2                       |  |  | \$310.00            |
| <b>Total Receipts</b> | <b>936</b>              |  |  | <b>\$206,521.10</b> |

## Collections for CC/DOR

|              | Clerk of Court | Dept of Rev   |  | Totals        |
|--------------|----------------|---------------|--|---------------|
| April-22     | \$0.00         | \$0.00        |  | \$0.00        |
| May-22       | \$0.00         | \$0.00        |  | \$0.00        |
| June-22      | \$0.00         | \$0.00        |  | \$0.00        |
| <b>Total</b> | <b>\$0.00</b>  | <b>\$0.00</b> |  | <b>\$0.00</b> |

| DATE         | #MV CUST    | #MV RENEW   | REGISTRATION FEES     | ORGAN DONOR     | SERVICE FEES      | TOTAL MV & FEES       | DATE         | #TAX CUST   | #TAX PARCEL | TAX PAID              | SERVICE FEES      | TOTAL TAX & FEES      | TOTAL CUST  | TOTAL TO COUNTY       | TOTAL SERVICE FEES |
|--------------|-------------|-------------|-----------------------|-----------------|-------------------|-----------------------|--------------|-------------|-------------|-----------------------|-------------------|-----------------------|-------------|-----------------------|--------------------|
| Apr-22       | 1855        | 2760        | \$456,097.00          | \$158.00        | \$2,904.04        | \$459,160.04          | Apr-22       | 704         | 906         | \$1,014,325.43        | \$1,218.80        | \$1,015,544.23        | 2559        | \$1,470,581.43        | \$4,122.84         |
| May-22       | 1810        | 2727        | \$447,026.50          | \$132.50        | \$2,927.21        | \$450,086.21          | May-22       | 346         | 453         | \$285,845.90          | \$315.63          | \$286,161.53          | 2156        | \$733,004.90          | \$3,242.84         |
| Jun-22       | 1848        | 2744        | \$468,501.00          | \$122.00        | \$2,958.46        | \$471,581.46          | Jun-22       | 287         | 378         | \$123,056.96          | \$190.84          | \$123,247.80          | 2135        | \$591,679.96          | \$3,149.30         |
| <b>TOTAL</b> | <b>5513</b> | <b>8231</b> | <b>\$1,371,624.50</b> | <b>\$413.50</b> | <b>\$8,789.71</b> | <b>\$1,380,827.71</b> | <b>TOTAL</b> | <b>1337</b> | <b>1737</b> | <b>\$1,423,228.29</b> | <b>\$1,725.27</b> | <b>\$1,424,953.56</b> | <b>6850</b> | <b>\$2,795,266.29</b> | <b>\$10,514.98</b> |

Certification Date July 14, 2022

Ted Rasmussen, Treasurer - Story County Treasurer, Nevada, IA  
For the period from July 01, 2021 - June 30, 2022, Inclusive  
Statement of Account By Fund

| Fund                              | Balance<br>July 01, 2021 | Revenues       | Total to be<br>Accounted for | Disbursements  | Fund Balance<br>June 30, 2022 | Auditor's Warrants<br>Outstanding |
|-----------------------------------|--------------------------|----------------|------------------------------|----------------|-------------------------------|-----------------------------------|
| 01 General Basic                  | 14,671,634.57            | 32,449,000.73  | 47,120,635.30                | 23,416,766.65  | 23,703,868.65                 | 316,734.18                        |
| 02 General Supplemental           | 2,268,777.81             | 6,129,508.93   | 8,398,286.74                 | 5,434,742.97   | 2,963,543.77                  | 1,675.91                          |
| 03 Rural Services Basic           | 2,173,867.43             | 7,376,211.67   | 9,550,079.10                 | 7,036,728.52   | 2,513,350.48                  | 9,587.65                          |
| 04 Tax Increment Financing (TIF)  | 78,306.98                | 869,211.26     | 947,518.24                   | 876,341.10     | 71,177.14                     | .00                               |
| 05 Secondary Road                 | 5,656,787.83             | 8,733,528.26   | 14,390,316.09                | 6,720,752.41   | 7,679,563.68                  | 4,497.20                          |
| 06 E911 Service Commission        | 1,420,922.15             | 625,392.90     | 2,046,315.05                 | 776,267.51     | 1,270,047.54                  | .00                               |
| 07 Recorder's Records Management  | 67,183.67                | 14,638.67      | 81,822.34                    | 15,141.00      | 66,681.34                     | .00                               |
| 08 Resources Enhancement & Protec | 106,521.32               | 33,351.91      | 139,873.23                   | .00            | 139,873.23                    | .00                               |
| 09 State General Fund             | .00                      | .00            | .00                          | .00            | .00                           | .00                               |
| 10 Motor Vehicle Mailing Fees     | 7,389.20                 | 78,863.50      | 86,252.70                    | 78,996.70      | 7,256.00                      | .00                               |
| 11 MH-DD Services                 | 407,373.24               | 1,893,877.32   | 2,301,250.56                 | 2,292,603.07   | 8,647.49                      | 8,647.49                          |
| 12 Capital Projects               | 2,561,557.70             | 355,000.00     | 2,916,557.70                 | 1,195,264.09   | 1,721,293.61                  | .00                               |
| 13 Debt Service                   | 2,947.78                 | 735,782.44     | 738,730.22                   | 666,957.38     | 71,772.84                     | .00                               |
| 14 Drainage Control               | 223,059.70               | 300,204.24     | 523,263.94                   | 311,264.56     | 211,999.38                    | .00                               |
| 15 Emergency Management Agency    | 404,623.25               | 323,293.53     | 727,916.78                   | 319,055.20     | 408,861.58                    | 41.69                             |
| 16 County Hospital                | 24,240.28                | 4,729,778.84   | 4,754,019.12                 | 4,742,823.44   | 11,195.68                     | .00                               |
| 17 T. B. Brad/Bangs               | 56.92                    | 14,095.93      | 14,151.95                    | 14,132.15      | 19.80                         | .00                               |
| 18 Township Control               | 4,587.50                 | 805,824.89     | 810,412.39                   | 806,980.32     | 3,432.07                      | .00                               |
| 19 Corporation Control            | 223,843.23               | 52,452,998.05  | 52,676,841.28                | 52,574,530.56  | 102,310.72                    | .00                               |
| 20 School Control                 | 396,825.22               | 83,514,220.77  | 83,911,045.99                | 83,711,788.15  | 199,257.84                    | .00                               |
| 21 Area School Control            | 16,956.03                | 3,679,524.51   | 3,696,480.54                 | 3,687,765.07   | 8,715.47                      | .00                               |
| 22 Employee Wellness              | 666.46                   | .00            | 666.46                       | 666.46         | .00                           | .00                               |
| 23 Special Law Enforcement        | 644,350.86               | 84,197.11      | 728,547.97                   | 145,263.54     | 583,284.43                    | 648.87                            |
| 24 Jail Commissary                | 122,771.21               | 44,246.43      | 167,017.64                   | 41,274.47      | 125,743.17                    | 3.60                              |
| 25 Conserv Land Dev & Acquisition | 744,182.09               | 164,682.70     | 908,864.79                   | 10,000.00      | 898,864.79                    | .00                               |
| 26 County Assessor                | 289,678.89               | 1,051,385.43   | 1,341,064.32                 | 891,683.42     | 449,380.90                    | .00                               |
| 27 Co Agri. Extension             | 2,122.88                 | 411,016.49     | 413,139.37                   | 412,166.53     | 972.84                        | .00                               |
| 28 City Assessor                  | 402,690.30               | 1,296,209.16   | 1,698,899.46                 | 896,510.40     | 802,389.06                    | 6,969.17                          |
| 29 City Special Assessments       | 4,477.02                 | 274,080.16     | 278,557.18                   | 270,617.27     | 7,939.91                      | .00                               |
| 30 Motor Vehicle Trust            | 1,479,452.14             | 16,206,205.72  | 17,685,657.86                | 16,327,550.19  | 1,358,107.67                  | .00                               |
| 31 Use Tax Trust                  | 1,218,176.12             | 11,272,803.36  | 12,490,979.48                | 11,502,686.85  | 988,292.63                    | .00                               |
| 32 Tax Redemption Trust           | 69,706.91                | 487,543.42     | 557,250.33                   | 504,205.29     | 53,045.04                     | .00                               |
| 33 Future Real Estate Payments    | 305,891.35               | 526,118.37     | 832,009.72                   | 461,978.88     | 370,030.84                    | .00                               |
| 34 Holding Fund                   | 909.29                   | 289.12         | 6,082.76                     | .00            | 6,082.76                      | .00                               |
| 35 Employee Ins                   | 2,786,906.28             | 501,395.49     | 502,304.78                   | 502,304.78     | 3,561,108.58                  | .00                               |
| 36 State Tax Credits              | .00                      | .00            | 7,048,833.78                 | 3,487,725.20   | 3,561,108.58                  | .00                               |
| 37 Fiduciary Fund                 | 281,345.76               | 761,780.36     | 1,043,126.12                 | 856,348.91     | 186,777.21                    | 9,055.68                          |
| 38 Refunds                        | 47.13                    | 200,563.42     | 200,610.55                   | 196,564.88     | 4,045.67                      | .00                               |
| 39 Friends Of Conservation        | 1,138,590.98             | 152,819.75     | 1,291,410.73                 | 120,839.18     | 1,170,571.55                  | .00                               |
| 40 Friends Of Animals             | 117,717.82               | 33,738.45      | 151,456.27                   | 51,252.09      | 100,204.18                    | .00                               |
| 41 Recorder Elect. Trans Fee      | 1,341.00                 | 14,470.00      | 15,811.00                    | 14,713.00      | 1,098.00                      | .00                               |
| 42 Central IA Dying Task Force    | 46,398.46                | 75,083.37      | 121,481.83                   | 70,765.60      | 50,716.23                     | 121.50                            |
| 43 Sheriff Security Fund          | 32,352.97                | 1,716.25       | 34,069.22                    | .00            | 34,069.22                     | .00                               |
| 44 Homeland Security Region 1     | 10,562,688.38            | 18,490,421.54  | 29,053,109.92                | 8,676,177.23   | 20,376,932.69                 | 767,996.77                        |
| 45 DRUG ENDANGERED CHILDREN DONAT | .00                      | .00            | .00                          | .00            | .00                           | .00                               |
|                                   | 50,975,719.75            | 261,427,001.05 | 312,402,720.80               | 240,110,195.12 | 72,292,525.68                 | 1,607,982.32                      |

Nevada, IA 50201  
July 14, 2022 Balance on Hand \$72,292,525.68

I, Ted Rasmussen, Treasurer of Story County Treasurer,  
do hereby certify that the report given is a correct summary of the  
business transacted by me as said during the period therein specified.



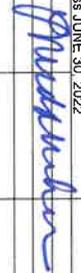
SEMI-ANNUAL SETTLEMENT OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA  
WITH TED RASMUSSEN, TREASURER OF SAID COUNTY FOR THE PERIOD FROM JANUARY 01, 2022 THROUGH JUNE 30, 2022

| FUNDS                               | AUDITOR'S LEDGER BALANCE | WARRANTS OUTSTANDING | TREASURER'S LEDGER BALANCE | ASSETS IN HAND OF COUNTY TREASURER AT CLOSE OF BUSINESS JUNE 30, 2022 | LIABILITIES AT CLOSE OF BUSINESS JUNE 30, 2022 | NET BALANCE          |                     |                         |
|-------------------------------------|--------------------------|----------------------|----------------------------|---|--|----------------------|---------------------|-------------------------|
| GENERAL AUDITOR'S STATEMENT         |                          |                      |                            |   |  |                      |                     |                         |
| GENERAL BASIC                       | \$23,387,134.47          | \$316,734.18         | \$23,703,868.65            | CASH IN BANKS (SEE SCHEDULE BELOW)                                    |  | \$2,429.00           |                     |                         |
| GENERAL SUPPLEMENTAL                | \$2,961,867.86           | \$1,675.91           | \$2,963,543.77             | CASH IN VAULT   |  | \$72,290,096.68      |                     |                         |
| MH-DD SERVICES                      | \$0.00                   | \$9,647.49           | \$9,647.49                 | INTEREST BEARING FUNDS  |  | \$72,292,525.68      |                     |                         |
| URBAN RENAISSANCE PROJECTS          | \$137,213.07             | \$0.00               | \$137,213.07               | TOTAL CASH ON HAND IN BANKS   |  |                      |                     |                         |
| RURAL BASIC SERVICES                | \$2,503,762.83           | \$0.00               | \$2,503,762.83             | BALANCE IN DEPOSITORIES AT CLOSE OF JUNE 30, 2022                     |  |                      |                     |                         |
| TAX INCREMENT FINANCING             | \$71,177.14              | \$0.00               | \$71,177.14                | NAME OF BANK  | CASHIERS' CERTIFICATES                         | INTEREST OUTSTANDING | DEPOSITS IN TRANSIT | TREASURER'S NET BALANCE |
| SECONDARY ROADS                     | \$7,675,066.48           | \$4,497.20           | \$7,679,563.68             | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| SPECIAL LAW ENFORCEMENT             | \$64,219.61              | \$64,487             | \$64,968.48                | STATE BANK & TRUST-AUD  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| RESOURCES ENHANCEMENT & PROT        | \$139,873.23             | \$0.00               | \$139,873.23               | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| MOTOR VEHICLE MAINTENANCE FEES      | \$7,295.00               | \$0.00               | \$7,295.00                 | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| EMPLOYEE WELLS                      | \$0.00                   | \$0.00               | \$0.00                     | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| EMPLOYEE WELLS                      | \$0.00                   | \$0.00               | \$0.00                     | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| RECORDS RECORDS MGMT/ELECTR FEES    | \$87,779.34              | \$0.00               | \$87,779.34                | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| JAIL INMATE COMMISSARY              | \$125,735.17             | \$0.00               | \$125,735.17               | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| DEBT SERVICE                        | \$71,772.84              | \$0.00               | \$71,772.84                | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| CAPITAL PROJECTS                    | \$477,428.92             | \$0.00               | \$477,428.92               | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| CAPITAL PROJECTS-SECONDARY ROAD     | \$174,532.95             | \$0.00               | \$174,532.95               | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| CAPITAL PROJECTS-TIF                | \$519,331.74             | \$0.00               | \$519,331.74               | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| SHERIFF RESERVE OFFICERS FUND       | \$34,069.22              | \$0.00               | \$34,069.22                | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| CO ATTORNEY FINE COLLECTION         | \$346,375.12             | \$0.00               | \$346,375.12               | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| SCHOOL READY CHILD/EARLY CHILD PROG | \$177,326.53             | \$0.00               | \$177,326.53               | STATE BANK & TRUST-FERT   | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| CENTRAL IA DRUG TASK FORCE          | \$50,594.73              | \$121.50             | \$50,716.23                | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| HOMELAND SECURITY REGION 1          | \$0.00                   | \$0.00               | \$0.00                     | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| STATE GENERAL FUND                  | \$34,827.76              | \$0.00               | \$34,827.76                | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| HOLDING -SEIZED FUNDS               | \$19,808,935.92          | \$767,996.77         | \$20,576,932.69            | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| CENTRAL IOWA COMMUNITY SERVICE      | \$265,643.92             | \$477,642.70         | \$743,286.62               | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| DRAINAGE                            | \$785,419.89             | \$6,983.17           | \$792,403.06               | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| CITY ASSESSOR & SPECIAL APPR        | \$448,844.59             | \$736.31             | \$449,580.90               | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| COUNTY ASSESSOR & SPECIAL APPR      | \$408,819.89             | \$41.89              | \$408,861.78               | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| EMERGENCY MANAGEMENT AGENCY         | \$395.00                 | \$0.00               | \$395.00                   | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| ANATOMICAL GIFT AWARENESS           | \$11,195.68              | \$0.00               | \$11,195.68                | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| CO HOSPITAL/FICAPERS/AMBULANCE      | \$370,050.64             | \$0.00               | \$370,050.64               | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| PROPERTY TAX AGENCY                 | \$37,432.07              | \$0.00               | \$37,432.07                | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| TOWNSHIPS                           | \$102,310.72             | \$0.00               | \$102,310.72               | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| CORPORATIONS                        | \$207,973.31             | \$0.00               | \$207,973.31               | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| SCHOOLS & AREA SCHOOLS              | \$1,270,047.54           | \$0.00               | \$1,270,047.54             | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| E911 SERVICE COMMISSION             | \$872.84                 | \$0.00               | \$872.84                   | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| CO AG EXTENSION ORDER               | \$2,069,436.34           | \$0.00               | \$2,069,436.34             | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| CONSERVATION AND ACQUIS/ CAPT PROG  | \$100,204.18             | \$0.00               | \$100,204.18               | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| FRIENDS OF ANIMALS                  | \$7,939.91               | \$0.00               | \$7,939.91                 | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| SPECIAL ASSESSMENTS                 | \$1,358,107.67           | \$0.00               | \$1,358,107.67             | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| MOTOR VEHICLE TRUST                 | \$988,292.63             | \$0.00               | \$988,292.63               | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| USE TAX TRUST                       | \$53,045.04              | \$0.00               | \$53,045.04                | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| TAX REDEMPTION TRUST                | \$3,567,484.96           | \$3,623.60           | \$3,571,108.56             | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| EMPLOYEES INSURANCE                 | \$6,082.76               | \$0.00               | \$6,082.76                 | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| DEFERRED COMPENSATION               | \$4,045.67               | \$0.00               | \$4,045.67                 | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| HOLDING FUND/REFUNDS                | \$70,684,543.96          | \$1,807,982.32       | \$72,492,526.28            | STATE BANK & TRUST  | NEVADA   | NEVADA               | NEVADA              | NEVADA                  |
| TOTAL                               |                          |                      |                            |   |  |                      |                     |                         |

NET AMOUNT AT CLOSE OF BUSINESS JUNE 30, 2022

Story County, Iowa, do hereby certify that the foregoing statement shows the conditions of the funds and assets in the hands of the Treasurer at the close of business JUNE 30, 2022

Ted Rasmussen, Treasurer  
  
 Board of Supervisors

Story County Auditor  


# Master Service Agreement

Client Name ("Customer"): **Story County General Assistance**

Client # (if applicable):

Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services provided by LanguageLine to Customer under this Agreement.

## TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Statement(s) of Work, each of which is made a part of this Agreement. This Agreement and each of the Services the Customer chooses to receive from LanguageLine will become effective upon signing by both Parties and will continue in effect until terminated under Section 12 ("Termination"), provided that if LanguageLine is requested to and provides any Services to Customer prior to Customer's signing this Agreement, the terms and conditions of this Agreement will apply as if the Agreement had been signed by Customer. If Customer continues to request and receive Services after this Agreement has expired or has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.
- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Payment can be made by check, ACH, wire, debit card or credit card. Any fees charged by a credit card provider for use of the card will be paid for by Customer. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of LanguageLine) or (iii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com. If Customer will not be paying for any specific affiliate(s), those affiliate(s) must be identified on **Schedule A** of this Agreement and each such affiliate must enter into a separate Master Service Agreement with LanguageLine. An "affiliate" is any entity under Customer's full or partial control or otherwise related to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, or health information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties

relating to the Services.

5. **LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are located within and outside of the United States (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.
6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
8. **INDEMNIFICATION.** To the extent permitted by law, the Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the fraudulent or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party, except that nothing herein shall be construed to require either Party to indemnify the other Party from that Party's own negligence. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party, provided, however, that Customer may not assign this Agreement to any other

language services company or portfolio company that owns a 5% or more interest in a language services company.

10. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.
11. **TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
12. **ADDITIONAL TERMS.**
  - a. **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
  - b. **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
  - c. **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.
  - d. **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by Iowa law relating to contracts made in the State of Iowa and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
  - e. **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.
  - f. **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.
  - g. **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.
  - h. **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.
  - i. **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageline.com with a copy to ContractAdministrationTeam@languageline.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.
  - j. **COMPLIANCE.** Language Line Services, Inc. is an equal opportunity employer and federal

contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 13. ENTIRE AGREEMENT.** This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

| Customer   | LanguageLine                   |
|--|--------------------------------|
| Accepted and agreed to date: 7/26/22   | Accepted and agreed to date:   |
| Signature:  | Signature:                     |
| Name: LINDA MURREN   | Name: Bonaventura A. Cavaliere |
| Title: VICE CHAIR BO OF SUPS   | Title: CFO                     |

# Master Service Agreement

## Schedule A – Excluded Affiliates

Please identify any affiliates whose use of the Services will not be paid by the Customer:

|                                  |
|----------------------------------|
| <b>AFFILIATE #1</b>              |
| Name:                            |
| Address, City, State, and Zip:   |
| Contact Name, Phone, and E-mail: |
| <b>AFFILIATE #2</b>              |
| Name:                            |
| Address, City, State, and Zip:   |
| Contact Name, Phone, and E-mail: |
| <b>AFFILIATE #3</b>              |
| Name:                            |
| Address, City, State, and Zip:   |
| Contact Name, Phone, and E-mail: |
| <b>AFFILIATE #4</b>              |
| Name:                            |
| Address, City, State, and Zip:   |
| Contact Name, Phone, and E-mail: |
| <b>AFFILIATE #5</b>              |
| Name:                            |
| Address, City, State, and Zip:   |
| Contact Name, Phone, and E-mail: |

Additional affiliates can be listed in a separate page and attached to this document.

|  |                           |
|--|---------------------------|
| Client Name ("Customer"): <b>Story County General Assistance</b> | Client # (if applicable): |
|--|---------------------------|

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

**1. LANGUAGELINE PHONE INTERPRETING**

**1.1. SCOPE OF WORK**

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

**1.2. PHONE INTERPRETING FEES**

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts ..... Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID ..... Waived
- (c) **MONTHLY MINIMUM** per CID ..... Waived
- (d) **PLATFORM ACCESS FEE** per call ..... Waived
- (e) **THIRD PARTY DIAL OUT FEE** per call ..... Waived
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 ..... Waived
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment..... \$200.00
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

| Language Tiers | Languages  | Per Minute Charge |
|----------------|--|-------------------|
| 1              | Spanish  | \$1.05            |
| 2              | Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese  | \$1.05            |
| 3              | Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese | \$1.05            |
| 4              | Farsi, Tagalog, Thai, Urdu, and all other languages                                  | \$1.05            |

**1.3. PHONE INTERPRETING EQUIPMENT**

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
  - 1Solution™ Analog Dual Handset Phone.....\$4.50
  - 1Solution Dual Handset IP Phone .....\$12.50

- (c) Panasonic® Cordless Phone with Dual Handsets .....\$10.50  
**PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.
  - 1Solution Analog Dual Handset Phone .....\$60.00
  - 1Solution Dual Handset IP Phone .....\$150.00
  - Panasonic Cordless Phone with Dual Handsets .....\$85.00
  - Panasonic Headset.....\$25.00
  - Handsets.....\$10.00
  - Handset Splitters (price per unit) .....\$6.00
  - Wall Splitters (price per unit) .....\$6.00

**2. LANGUAGELINE INSIGHT VIDEO INTERPRETING**

**2.1. SCOPE OF WORK**

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer’s service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the “App”) or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

**2.2. INSIGHT VIDEO INTERPRETING FEES**

- (a) **ACTIVATION** ..... Waived
  - Monthly Service Fee applied per Client Identification (“CID”) service account based on the total number of activated devices:
    - Up to 10 Activated Devices .....\$30.00/month
    - Up to 100 Activated Devices ..... \$75.00/month
    - 101+ Activated Devices .....\$200.00/month
  - OR**
  - One-time Activation Fee applied per Customer for unlimited activated devices ..... \$2,500.00/one-time fee
- (b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting

| Language Tiers | Languages     | Per Minute Charge |
|----------------|---------------|-------------------|
| 1              | Sign Language | \$2.95            |

| Language Tiers | Languages              | Per Minute Charge |
|----------------|------------------------|-------------------|
| 2              | Spanish                | \$1.85            |
| 3              | Other Spoken Languages | \$1.95            |

**2.3. INSIGHT VIDEO INTERPRETING EQUIPMENT**

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase (“Customer-Owned”) and lease (“LanguageLine-Owned”) options are available for the equipment identified below for use with InSight Services (collectively, the “Equipment”). All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.  
 LanguageLine-Owned: Leased by the Customer from LanguageLine.  
 Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.  
 Customer-Owned: Purchased by the Customer from LanguageLine.
- (b) **INSIGHT EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine (“LanguageLine-Owned”).  
 iPad and LanguageLine Rolling Cart.....\$75.00/month  
 iPad and Table Top Stand.....\$45.00/month
- (c) **INSIGHT EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement (“Customer-Owned”). Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased Equipment is covered by the following replacement warranties from the manufacturers: (i) iPads: 1-year; (ii) LanguageLine Rolling Cart: 3 years standard warranty, plus an additional 1 year on all mechanical items except wheels; and (iii) Table Top Stands: 1-year. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.  
 32GB 8th Generation iPad (10.2-inch, Wi-Fi Only) with Screen Protector (iPad Model: MHNG3LL/A or MYLA2VC/A) ..... \$425.00  
 128GB iPad Pro (12.9-inch, Wi-Fi Only) with Screen Protector (iPad Model: MY2J2LL/A) ..... \$1,250.00  
 10.2-inch Screen Protector (Model: SP-AGF-APL-ID2019-2 or AWV102GL)..... \$15.00  
 12.9-inch Screen Protector (Model: AWV330GL) ..... \$40.00  
 LanguageLine Rolling Cart with 10.2-inch LanguageLine TrueSound<sup>SM</sup> (Model: 478-00197) ..... \$1,195.00  
 Table Top Stand with Enclosure (Models: 303W75-LL/185-01065, 303W299PSENW-LL or 303W290SENV-LL)..... \$275.00  
 Table Top Stand without Enclosure (Models: 303W-LL or 303W75-LL)..... \$145.00  
 LanguageLine TrueSound® Enclosure for 10.2-inch iPad (Models: 185-00999 or 185-01064) ..... \$195.00  
 12.9-inch Non-TrueSound iPad Enclosure (Models: 290SENV-LL or 299PSENW-LL) ..... \$130.00

**2.4. ADDITIONAL TERMS AND CONDITIONS FOR INSIGHT VIDEO INTERPRETING**

- (a) **TERMS REGARDING SOFTWARE APPLICATION.** The InSight video interpretation Services (the “Services”) are provided by LanguageLine through a proprietary desktop and/or tablet Application owned by LanguageLine (the “App”). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Subsection (g) below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Subsection (h) below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; (b) that it will only download the App onto any iPad, tablet, or other digital computer device that is (i) Customer-Owned, (ii) LanguageLine-Owned, or (iii) purchased by Customer from an authorized seller of such devices, excluding other language

- services providers. Further, Customer will not use any iPad, tablet, or other digital computer device on which the InSight App is installed with any equipment provided by other language service providers; and (c) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.
- (b) **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound, Notepad™, InSight, and Interpreter on Wheels trademarks (collectively, the “Trademarks”), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer’s use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the “LanguageLine Properties”). Customer expressly agrees that it shall not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine’s rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.
- (c) **ENCRYPTION.** Encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement (“BAA”) with respect to the Services. LanguageLine does not record any phone or video calls and therefore has no record of the call content. With respect to the App’s electronic Notepad™ function, written information relayed during the call is encrypted. As with the live video, no recording or storing is made of information written on the Notepad™ and therefore this information cannot be retrieved after the call’s completion.
- (d) **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
- (e) **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.
- (f) **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.
- (g) **PURCHASED EQUIPMENT ADDITIONAL TERMS** (applies to the InSight App with Customer-Owned Equipment option only): Customer agrees that (a) the TrueSound patented technology and related audio equipment will not be used with any non-LanguageLine equipment/devices, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and Apps).
- (h) **LEASED EQUIPMENT ADDITIONAL TERMS:** Under this option, LanguageLine will lease Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly fee. The Parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The Parties agree that the Equipment will be used for the sole and exclusive purpose of the Services and may not be configured, fixed and/or altered for any other

purpose without express prior written consent from LanguageLine. Customer may not use any leased Equipment or the InSight App with any equipment, app, software or language services provided (through purchase, lease or otherwise) by a language services provider other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine’s MDM (Mobile Device Management) system. As a condition of the lease on LanguageLine-Owned Equipment, location services must be enabled “on” at all times, with “Always Allow Location Access” selected within the Hub application. Customer agrees that Equipment will be kept only at the Customer locations listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours’ notice to Customer, LanguageLine, during a Customer’s regular business hours, may enter the Customer’s premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder.

- (i) **LIMITED WARRANTIES FOR EQUIPMENT.** LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) the Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, or (ii) the Equipment has been used by a person or entity other than the Customer or other permitted users. LANGUAGELINE DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED AND EXPRESS WARRANTIES OF EVERY KIND AND NATURE. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment. Customer waives any and all legal claims for damages in connection with the Equipment.

**3. OTHER FEES**

- 3.1. FINANCE FEE.** Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.
- 3.2. OPTIONAL PAPER INVOICE.** Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer ..... \$1.75
- 3.3. OPTIONAL CUSTOMIZATIONS**
  - (a) Report configuration per hour ..... Waived
  - (b) Report maintenance per month ..... Waived
  - (c) Training assistance on site per day per training ..... Waived
  - (d) Training materials development per hour ..... Waived

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

| Customer                     | LanguageLine                 |
|------------------------------|------------------------------|
| Accepted and agreed to date: | Accepted and agreed to date: |

|  |                                |
|--|--------------------------------|
| Signature:  | Signature:                     |
| Name: LINDA MURREN   | Name: Bonaventura A. Cavaliere |
| Title: Vice Chair, Bd of Sups  | Title: CFO                     |

Grant Agreement  
**CONTRACT FOR RE-BUILDING GREAT FUTURES FOR STORY COUNTY KIDS - BOYS AND GIRLS CLUB OF  
STORY COUNTY, ARPA SUBRECIPIENT NO. 3  
Non-Profit Organizations**

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and Boys & Girls Clubs of Story County, hereinafter referred to as “Subrecipient”, whose mailing address and telephone number is 210 South 5<sup>th</sup> Street, Ames, Iowa 50010, telephone 515-233-1872.

**1. PURPOSE AND INTENT.**

The purpose of the agreement is for the Subrecipient “To expand Club spaces, programming, infrastructure, and services to address the academic, social/emotional, and foundational life-skills needs of school aged-youth, ages 6-18, created by the public health emergency with afterschool and summer academic support programming to address learning loss and install fiber optic internet and upgrade Club technology for club programming and services” as outlined in Exhibits A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*” dated February 28, 2022, version 3.0.)

**2. REPRESENTATION OF THE SUBRECIPIENT.**

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate

existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.
- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management (“SAM”) and confirms that the Unique Entity Identifier (“UEI”) or Taxpayer Identification Number (“TINS”) listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management (“SAM”) they will be required to register and provide the County with their Unique Entity Identifier (“UEI”) before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

### 3. GRANT INFORMATION.

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
  - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
  - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for expending the County’s SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30, 2024 so that funding may be relocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless , by June 30,

2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

- (C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).
- a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.
  - b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

4. **AFFIRMATIVE COVENANTS.**

- (A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.
- (B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.
- (C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.
- (E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and

expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

- (F) **Recordkeeping.** The Subrecipient shall maintain accounts and records with respect to the Project and Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the Project and Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine-readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

(H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the 26<sup>th</sup> day of July, 2022

(A) **Termination.**

a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:

- i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
- ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.

b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.

c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6<sup>th</sup> Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and

the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

**7. 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 with 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, with venue in Story County District Court. 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.

STORY COUNTY, IOWA (County)

By: 

Chairperson of the Board of Supervisors

Dated: 7/26/22

Boys and Girls Clubs of Story County  
(Subrecipient)

By: 

Dated: 7-13-22

**Schedule A**  
**Reporting Requirements and Schedule**

**Event Reporting**

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (A) The inclusion of the Subrecipient, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (B) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

**On Demand Reporting**

The Subrecipient shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

**Scheduled Reporting**

- (A) Quarterly Reporting. Using the forms provided and, in the manner, as provided by Story County, the Subrecipient shall provide quarterly reports as of the end of each quarter. Such reports shall be delivered to the County not later than the third (3<sup>rd</sup>) business day following the end of each quarter and shall contain:
  - a. Project Status
    - i. Not started
    - ii. Completed less than 50%
    - iii. Completed 50% or more
    - iv. Completed
  - b. Obligations and Expenditures
    - i. Total Cumulative Obligations
    - ii. Total Cumulative Expenditures
    - iii. Current Period Obligations
    - iv. Current Period Expenditures
  - c. Program Income: Any program income earned and expended to cover eligible project costs, if applicable.
  - d. Project Demographic Distribution
    - i. What Impacted and/or Disproportionally Impacted population does this project primarily serve?
    - ii. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, select up to two additional populations served.
  - e. For the Applicable Expenditure Category, Subrecipient will provide mandatory performance indicators and programmatic data as follows:
    - i. Household Assistance (EC 2.1-2.8) and Housing Support (EC 3.10-3.12):
      - Number of people or households receiving eviction prevention services (including legal representation)

- Number of affordable housing units preserved or developed
  - Number of individuals/families provided food assistance
  - ii. Negative Economic Impacts (EC1.1-3.5):
    - Number of workers enrolled in sectoral job training programs
    - Number of workers completing sectoral job training programs
    - Number of people participating in summer youth employment programs
  - iii. Education Assistance (EC 3.1-3.5):
    - Number of students participating in evidence-based tutoring programs
  - iv. Healthy Childhood Environments (EC 3.6-3.9):
    - Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)
    - Number of families served by home visiting
  - f. Certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Subrecipient is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or has delivered to the County in writing a full accounting of all instances of noncompliance); and
  - g. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s) as specified in Exhibit C.
- (B) Annual Reporting. The Subrecipient shall provide an annual, in-person report to the Board of Supervisors.
- (C) Close Out Reporting. The Subrecipient shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

**Story County, Iowa  
American  
Rescue Plan Act**



**Project and Program  
Proposals  
External Community  
Organizations**

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**AWARD NOTIFICATION**

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**Project ID:**  
3

**Name of Project:**  
Re-Building Great Futures for Story County Kids

**Organization Name:**  
Boys and Girls Club of Story County  
**Official Name of Organization (to be used on contracts):**

**Organization Address:**  
210 South 5th Street Ames IA 50010  
Boys and Girls Club of Story County

**Official Address of Organization (to be used on contracts):**

210 South 5th Street Ames IA 50010

**Name of CEO/Individual Appointed to Sign Contracts:**

Ryan Santi  
Chief Executive Officer

**Contact Person Name, Title, Email and Phone Number:**  
Ryan Santi , Chief Executive Officer, [rsanti@bgcstory.org](mailto:rsanti@bgcstory.org), 515-518-5431  
**Amount of Award**

\$275,000.00

**Project Summary Narrative**

To expand Club spaces, programming, infrastructure, and services to address the academic, social/emotional, and foundational life-skills needs of school aged-youth, ages 6-18, created by the public health emergency  
July 5, 2022

**Date of Award Notification**

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**For Office Use Only**

**Date Distributed:** July 5, 2022 Via Email

**EXHIBIT B**  
**Subrecipient Application**

Subrecipient Name: Boys and Girls Club of Story County

Award #: 3

Award Amount:

\$275,000.00

Date Preliminary Award Acted Upon by the Story County Board of Supervisors: January 25, 2022

*Application submitted by Subrecipient to Story County, Iowa follows.*

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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### **Checklist**

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

(Initial each statement after reading)

- EP Did you sign the certification page and initial all the certification statements?
  
- EP If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified.
  
- EP I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964.
  
- EP I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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## Certification

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

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

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

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

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

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

Erika Peterson

CEO

Print Name

Title

  
Signature

10/15/2021

Date

## ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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### APPLICANT INFORMATION

Organization Name: Boys & Girls Clubs of Story County  
Organization Address: 210 South 5th Street, Ames IA 50010

Contact Person Name, Title, Email and Phone Number: Erika Peterson, CEO  
epeterson@bgcstory.org  
515.233.1872  
Organization Website: bgcstory.org

IRS Designation: 501(c)3  
Federal Tax ID: 42-0888428

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

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

**What is the intended purpose/use of the funds?**

To expand Club spaces, programming, infrastructure, and services to address the academic, social/emotional, and foundational life-skills needs of school aged-youth, ages 6-18, created by the public health emergency; 1)provide afterschool and summer academic support programming to address learning loss exacerbated by the pandemic school closures 2)install fiber optic internet and upgrade Club technology for club programming and services; contract IT and tech services to maintain ongoing safety and security of said technology; 3)remodel and expand our serving kitchen to create space for adequate meal preparation and service, as well as learning opportunities for basic life skills development for children and teens.

## ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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Has applicant received previous funding from Story County?

Yes

Date and amount of last funding receipt. 9/30/2021  
\$2,075.39

No

### PROJECT/PROGRAM INFORMATION

**Project/Program Name:**

Re-building Great Futures for Story County Kids

**Project/Program Purpose:**

To expand Club spaces, programming, infrastructure, and services to address the academic, social/emotional, and foundational life-skills needs of school aged-youth, ages 6-18, created by the public health emergency; 1)provide afterschool and summer academic support programming to address learning loss exacerbated by the pandemic school closures 2)install fiber optic internet and upgrade Club technology for club programming and services; contract IT and tech services to maintain ongoing safety and security of said technology; 3)remodel and expand our serving kitchen to create space for adequate meal preparation and service, as well as learning opportunities for basic life skills development for children and teens;

**Requested Story County ARPA funding amount:** \$500,000

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

Support the public health response

Address negative economic impacts caused by the public health emergency

Invest in water, sewer, and broadband infrastructure

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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

Yes

No

**Can your project be completed by December 2026?**

Yes

No

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

The public health response to close schools or move school instruction online increased learning loss in school age children and exacerbated it in youth who were already behind in school. Our afterschool and club academic programs emphasize reading, math, and life skills development, helping youth to maintain or gain progress in schools.

Project Goals

- 1) update technology infrastructure to provide state of the art technology resources to underserved children and teens, and to enhance academic learning opportunities
- 2) expand academic support programs to serve more youth at Ames and Nevada Clubs
- 3) establish data sharing agreements, with parent permission, with local school districts to share academic progress of Club members
- 4) expand and remodel the 200 sqft kitchen at the Ames Club to provide for necessary and adequate space to properly prepare and serve meals, and to provide meal preparation programming for youth to address food insecurity

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

The success of our program will be evaluated by tracking academic progress of youth who attend the Club regularly. The desired impact is that all Club members who are food insecure have access to healthy meals and snack, and gain skills to cook for themselves.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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

The Director of Operations is responsible for the outcomes of this project and programs. He has over 20 years experience in youth program development and oversight.

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

Elements of this project were raised as opportunities and discussed in our strategic planning session in April 2021.

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

We work with local school districts and families as our primary stakeholders and partners in our youth development programming. We anticipate information sharing agreements with local school districts to aid in the program development. For financial support, we will continue to seek public and private donations for programming and project support.

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

If we did not receive 100% of the funding of from Story County, we would need to scale back the project and programming, or eliminate certain portions of the plan.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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

Our current strategies for ongoing program support including adding a dedicated development person to our team. This individual will assist with fundraising for our ongoing operations.

**Describe the project/program timeline and milestones.**

Spring 2022

- work with board on facility designs, including kitchen remodel
- explore data sharing opportunities with local school districts
- install fiber optics and upgraded computers

Summer 2022

- run summer learning programs and track progress

Fall 2022

- begin data sharing with districts to identify Club member academic needs and develop Club program strategies for academic success
- seek funding for remodel project

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

Investing in children is investing in our future. By providing for adequate meals for Story County youth we are taking hunger out of the child development equation and helping kids to be kids. Likewise, ensuring all children have the opportunities to be successful academically is critical for their long term success, AND for the community's stability as well. Equipping Club kids to be successful citizens tomorrow, begins today with academic support programming and healthy meals and snacks.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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## FINANCIAL INFORMATION

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

What percentage of your budget is for administrative or management fees? 0

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

Yes     *Sources*  
private corporate and individual donors

No

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

Yes     *Describe match*

No

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

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

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

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

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

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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*Please use the space below for any additional information.*

### **Additional Information:**

We are in the early phases of exploring a potential facility expansion at our Ames location. The kitchen remodel could be a part of that project as well as other essential needs to be addressed. If the expansion project were to come to fruition, the funds from the grant for the kitchen project would be applied. If the project were not to happen, we could still complete a remodel of our kitchen with grant funds.



**Story County, Iowa  
American  
Rescue Plan Act**



**Project and Program  
Proposals  
External Community  
Organizations**

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**PERFORMANCE MEASURES**

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**Project ID:**

3

**Name of Project:**

Re-Building Great Futures for Story County Kids

**Organization Name:**

Boys and Girls Club

**Performance Measures:**

- On quarterly basis report on current project timeline and benchmarks
- Existing and new sharing agreements with school districts
- Academic progress of youth who attend the Club regularly
- Internet speeds pre-upgrade and post
- New programming and services developed to address life skill needs
- New programming and services developed to address learning loss
- How internet access and improved technology has improved services
- Success stories

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**For Office Use Only**

**Date Distributed:** July 5, 2022 Via Email

Grant Agreement  
**CONTRACT FOR PROJECT IOWA – Cultivating Careers**  
**ARPA SUBRECIPIENT NO. 21**  
**Non-Profit Organizations**

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and Project Iowa, hereinafter referred to as “Subrecipient”, whose mailing address and telephone number is 4801 Franklin Room 106, Des Moines, Iowa 50310, telephone 515-280-1502.

**1. PURPOSE AND INTENT.**

The purpose of the agreement is for the Subrecipient to *“The project purpose is to recruit, train, and employ 30 Story County residents who have been negatively impacted by the COVID-19 pandemic in livable wage careers, in order to increase their financial stability for themselves and their families. We hope to address the negative economic impacts caused by COVID-19 through empowering individuals in our career training and assisting them in finding a career that offers a livable wage and stability”* as outlined in Exhibits A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from *“Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds”* dated February 28, 2022, version 3.0.)

**2. REPRESENTATION OF THE SUBRECIPIENT.**

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate

existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.
- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

### 3. GRANT INFORMATION.

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
  - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
  - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for expending the County's SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30, 2024 so that funding may be relocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless , by June 30,

2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

(C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).

a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.

b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

#### 4. **AFFIRMATIVE COVENANTS.**

(A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.

(B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.

(C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.

(D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.

(E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and

expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

- (F) **Recordkeeping.** The Subrecipient shall maintain accounts and records with respect to the Project and Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the Project and Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine-readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

(H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the 26<sup>th</sup> day of July, 2022

(A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
  - i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
  - ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6<sup>th</sup> Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and

the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

**7. 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 with 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, with venue in Story County District Court. 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.

STORY COUNTY, IOWA (County)

By: 

Chairperson of the Board of Supervisors

Dated: 7/26/22

Project Iowke (Subrecipient)

By:   
Executive Director

Dated: 7/13/22

**Schedule A**  
**Reporting Requirements and Schedule**

**Event Reporting**

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (A) The inclusion of the Subrecipient, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (B) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

**On Demand Reporting**

The Subrecipient shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

**Scheduled Reporting**

- (A) Quarterly Reporting. Using the forms provided and, in the manner, as provided by Story County, the Subrecipient shall provide quarterly reports as of the end of each quarter. Such reports shall be delivered to the County not later than the third (3<sup>rd</sup>) business day following the end of each quarter and shall contain:
  - a. Project Status
    - i. Not started
    - ii. Completed less than 50%
    - iii. Completed 50% or more
    - iv. Completed
  - b. Obligations and Expenditures
    - i. Total Cumulative Obligations
    - ii. Total Cumulative Expenditures
    - iii. Current Period Obligations
    - iv. Current Period Expenditures
  - c. Program Income: Any program income earned and expended to cover eligible project costs, if applicable.
  - d. Project Demographic Distribution
    - i. What Impacted and/or Disproportionately Impacted population does this project primarily serve?
    - ii. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, select up to two additional populations served.
  - e. For the Applicable Expenditure Category, Subrecipient will provide mandatory performance indicators and programmatic data as follows:
    - i. Household Assistance (EC 2.1-2.8) and Housing Support (EC 3.10-3.12):
      - Number of people or households receiving eviction prevention services (including legal representation)

- Number of affordable housing units preserved or developed
  - Number of individuals/families provided food assistance
  - ii. Negative Economic Impacts (EC1.1-3.5):
    - Number of workers enrolled in sectoral job training programs
    - Number of workers completing sectoral job training programs
    - Number of people participating in summer youth employment programs
  - iii. Education Assistance (EC 3.1-3.5):
    - Number of students participating in evidence-based tutoring programs
  - iv. Healthy Childhood Environments (EC 3.6-3.9):
    - Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)
    - Number of families served by home visiting
  - f. Certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Subrecipient is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or has delivered to the County in writing a full accounting of all instances of noncompliance); and
  - g. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s) as specified in Exhibit C.
- (B) Annual Reporting. The Subrecipient shall provide an annual, in-person report to the Board of Supervisors.
- (C) Close Out Reporting. The Subrecipient shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

**Story County, Iowa  
American  
Rescue Plan Act**



**Project and Program  
Proposals  
External Community  
Organizations**

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**AWARD NOTIFICATION**

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**Project ID:**  
21

**Name of Project:**  
Cultivating Careers

**Organization Name:**

Project Iowa

**Organization Address:**

4801 Franklin Room 106, Des Moines, Iowa 50310

**Official Name of Organization (to be used on contracts):**

Project Iowa

**Official Address of Organization (to be used on contracts):**

4801 Franklin Room 106, Des Moines, Iowa 50310

**Name of CEO/Individual Appointed to Sign Contracts:**

Julie Fugenschuh, Executive Director

**Contact Person Name, Title, Email and Phone Number:** Julie Fugenschuh, Executive Director

Mary Kelley, Director of Operations, [juliefugenschuh@projectiowa.org](mailto:juliefugenschuh@projectiowa.org),

[marykelley@projectiowa.org](mailto:marykelley@projectiowa.org), 515-280-1502; 515-280-1274

**Amount of Award**

\$100,000.00

**Project Summary Narrative**

The project purpose is to recruit, train, and employ 30 Story County residents who have been negatively impacted by the COVID-19 pandemic in livable wage careers, in order to increase their financial stability for themselves and their families. We hope to address the negative economic impacts caused by COVID-19 through empowering individuals in our career training and assisting them in finding a career that offers a livable wage and stability.

**Date of Award Notification**

July 11, 2022

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**For Office Use Only**

**Date Distributed:** July 11, 2022 Via Email

**EXHIBIT B**

**Subrecipient Application**

Subrecipient Name: Project Iowa

Award #: 21

Award Amount:

\$100,000.00

Date Preliminary Award Acted Upon by the Story County Board of Supervisors: January 25, 2022

*Application submitted by Subrecipient to Story County, Iowa follows.*

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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## Checklist

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

(Initial each statement after reading)

- JF Did you sign the certification page and initial all the certification statements?
  
- N/A If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified.
  
- JF I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964.
  
- JF I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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## Certification

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

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

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

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

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

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

Julie Fugenschuh

Executive Director

Print Name

Title

  
Signature

10/14/2021

Date

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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## APPLICANT INFORMATION

Organization Name:

Project Iowa

Organization Address:

1420 Mulberry Street, Des Moines, IA 50309

Contact Person Name, Title, Email  
and Phone Number:

Julie Fugenschuh, Executive  
Director,  
juliefugenschuh@projectiowa.org  
515-280-1274

Organization Website:

www.projectiowa.org

IRS Designation:

501c3

Federal Tax ID:

80-0731028

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

Yes *(Please note: funds eligibility depends on the intended use of the funds and compliance with Iowa Code requirements. Please continue completing the application and a preliminary determination of eligibility will be communicated to you upon submission.)*

No

**What is the intended purpose/use of the funds?**

The intended purpose of the funds is to provide Project Iowa's career training and employment placement services to Story County residents in order to address the negative impacts of the Covid-19 pandemic has had on workforce. The Covid-19 pandemic caused many to lose employment or have to find new employment, which has had negative economic impacts on individuals and families of Story County and their financial stability. Project Iowa wants to offer Story County residents our free, 8-week career training program to prepare individuals for the workforce and then assist them in finding livable wage careers, leading them to financial stability.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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Has applicant received previous funding from Story County?

- Yes      Date and amount of last  
funding receipt.
- No

## PROJECT/PROGRAM INFORMATION

**Project/Program Name:**

Cultivating Careers

**Project/Program Purpose:**

The project purpose is to recruit, train, and employ 30 Story County residents who have been negatively impacted by the Covid-19 pandemic in livable wage careers, in order to increase their financial stability for themselves and their families. We hope to address the negative economic impacts caused by Covid-19 through empowering individuals in our career training and assisting them in finding a career that offers a livable wage and stability.

**Requested Story County ARPA funding amount:** \$100,000.00

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

- Support the public health response
- Address negative economic impacts caused by the public health emergency
- Invest in water, sewer, and broadband infrastructure

## ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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

Yes

No

**Can your project be completed by December 2026?**

Yes

No

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

The project goals are to train 30 Story County residents in our career training program and employment placement services. We will have an 85% training completion rate and an 80% employment placement rate for those trained. This proposal will fill a public need that has been exacerbated by the Covid-19 pandemic because of its negative impact on workforce. Either individuals losing their jobs due to potential medical risks/exposure risks or closures happening in their industry as well as assisting individuals with the desire to switch career pathways following burnout in the fields they were in previously. The project will achieve these goals by using our connections through AMOS (A Mid-Iowa Organizing Strategy), who founded Project Iowa, to connect with Story County clergy/nonprofit leaders and AMOS members to enroll Story County residents into Project Iowa's virtual training program. We will supply the technology needed, under this proposal, in order to serve those who do not have the technology necessary to attend a virtual program. Individuals will attend the 8 week course, with wrap around supports and one-on-one staff member assigned to work with them towards their career goals. We will then assist them in getting placed in a career.

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

The success of our program will be evaluated by the number of Story County residents that complete our 8-week training, as well as how many are placed in a career following training completion. For the individuals trained, Project IOWA will have a training completion rate of 85% or higher. The method the completion rate will be calculated is by taking the total number of participants who start our training (4 days a week, for 1.5 hours) by the total number of participants who graduate our program. We will also have a 80% employment rate, the method in which this will be calculated will be by counting the number of graduates who have been placed in careers. Finally, those placed in careers will be making on average \$15.00 an hour or higher. We will collect this data by assisting graduates gain employment and then collecting their employment details following placement. The data will be measured by averaging all graduates starting wages.

The desired community impact is to increase the number of Story County residents who are financially stable following the negative impacts of the Covid-19 pandemic.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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

Project Iowa and AMOS will be responsible for performing the work and achieving the stated goals and objectives. Project Iowa is qualified by being a nonprofit that has offered career training for over 9 years, training 700 individuals. Project IOWA has a training completion rate of 86%. More importantly, 79% of all of our graduates are employed in livable wage careers. The careers our graduates have attained offer almost \$6.59 more an hour than the minimum wage in Iowa. Project IOWA graduates are making on average \$13.84 an hour. In our last fiscal year, our average wage of our graduates was \$17.56 an hour. AMOS will be responsible for assisting Project Iowa in recruiting in Story County specifically, as they have connections through their member congregations.

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

Yes, our Board of Directors has approved this proposal on 10/14/2021. Email conversation providing approval included with proposal.

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

We will be working in partnership with AMOS to implement this program. The congregations in Story County that are a part of AMOS that are willing to support Project Iowa are: Ames UCC, Bethesda Lutheran, Collegiate UMC, Good Neighbor Emergency Assistance, The Bridge Home, First Baptist Church of Ames, First Christian Church of Ames, St. Cecilia Catholic Church, St. Thomas Aquinas Catholic Church and Unitarian Universalist Fellowship of Ames. We also have a partnership with DHS through SNAP Employment and Training to recruit individuals receiving food stamps and offer training, so we will utilize their networks to reach individuals in Story County that are currently receiving food assistance dollars. We have received financial support for this project from PwC (PricewaterhouseCoopers) of \$25,000.00 and \$15,000.00 from an Anonymous Donor for our training and \$5,000.00 in individual donations to expand into Story County. We were also provided \$5,000.00 in in-kind technology resources.

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

If we did not receive 100% of the requested funding, we would use what funds we do receive in order to train as many individuals as possible. It costs us around \$5,000.00 to recruit, train, and provide employment placement services to an individual. Out of the 30 total individuals we intend to serve with this program, our ask with this proposal is to provide the funding to train 20 of those individuals over a 2 year timeframe (as we have already secured the other \$50,000.00 needed to train the other 10 individuals). We are requesting for ARPA funds is to pay to train 10 individuals a year at \$50,000.00, totaling \$100,000.00 over a two year period. If we do not receive full funding, we will use what funds we do receive to train as many individuals as possible.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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

The sustainability plan for continuing this program is to continue to secure additional funding streams. Since Project Iowa is now offering virtual programming (a change we have made since the pandemic) we are able to serve communities we couldn't before. We would like to use this opportunity to deliberately recruit Story County residents to complete our training. However, once we have a set recruitment base in Story County we will continue to serve those individuals through our other organizational grants we have secured. Our Board of Directors is also working on establishing additional revenue streams from Businesses who benefit from employing trained and competent employees we have trained.

**Describe the project/program timeline and milestones.**

May 2022 - Begin to recruit in Story County through AMOS membership congregations and relationships, as well as reaching out to non-profit organizations and social service programs that serve those in need of a livable wage career.

July 2022 - Offer our first cohort of 8 week training virtually, with the Story County residents enrolled.

We will offer 3 cohorts of training the first year (once every 3 months) and train 15 total Story County residents from July 2022-April 2023

May 2023-April 2024 - Offer 4 cohorts of training the second year, training 15 Story County residents in this time frame

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

This project would make a significant, long-term difference in the quality of life for Story County residents by providing livable wage careers to those we have trained and placed in a career. Our average wage for our graduates last year was \$17.56 an hour. With 56% of those individuals starting our program unemployed and others working part-time jobs or full time careers that they felt undervalued and unappreciated in, while making low wages. Increasing hourly wage that drastically makes long-term changes in individuals' well-being and stability. Having members of the community that feel aligned with their purpose and having careers they enjoy, while making enough to provide for their families will make a huge difference for the Story County residents we serve and will reduce the negative effects that Covid-19 has had on them long-term.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

## FINANCIAL INFORMATION

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

What percentage of your budget is for administrative or management fees? 5%

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

- Yes    *Sources*  
PwC - \$25,000.00  
Annoymous Donor \$15,000.00  
Individual Donations - \$5,000.00
- No

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

Yes    *Describe match*

No

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

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

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

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

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

## ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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*Please use the space below for any additional information.*

**Additional Information:**



RECEIVED

JUL 15 2022

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County, Iowa  
American  
Rescue Plan Act**



**Project and Program  
Proposals  
External Community  
Organizations**

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**PERFORMANCE MEASURES**

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**Project ID:**

21

**Name of Project:**

Cultivating Careers

**Organization Name:**

Project Iowa

**Performance Measures:**

- On a quarterly reporting basis, address:
    - Number of individuals enrolled in cohort
    - Number of individuals completing training
    - How targeted completion rate of 85% or higher is being achieved
    - Number of participants placed in careers and length of time in careers
    - How targeted 80% employment rate is being achieved
    - Average starting wages of graduates and previous wages
    - Annual participant survey of experience once employed conducted in 2022, 2023, 2024, 2025, and 2026
    - Success stories
- 

**For Office Use Only**

**Date Distributed:** July 11, 2022 Via Email

Grant Agreement  
**CONTRACT FOR Storm Sewer Upgrades and Water Main Looping,  
ARPA SUBRECIPIENT NO. 31  
Municipalities**

THIS AGREEMENT ("Agreement") is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the City of Roland, Iowa, the Municipality, a political subdivision of the State of Iowa located within the territorial boundaries of Story County, listed in the application attached hereto as Exhibit A hereinafter referred to as "Subrecipient", whose mailing address and telephone number is 208 N. Main Street, P.O. Box 288, Roland, Iowa 50236, telephone (515) 388-4861.

**1. PURPOSE AND INTENT.**

The purpose of the agreement is for the Subrecipient to "To improve deteriorated storm sewers which help decrease street flooding and possible flooding of private properties caused by the non-working or non-existing storm water intakes. The funds will also be used to create DNR recommended looping of dead-end water mains which will improve water quality, provide higher water pressure, increase fire protection, and increase reliability of water service of the dead-end line customers by having water flow into the line from two directions rather than just one" as outlined in Exhibit A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from "*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*" dated February 28, 2022, version 3.0.)

**2. REPRESENTATION OF THE SUBRECIPIENT.**

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the

execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.
- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management (“SAM”) and confirms that the Unique Entity Identifier (“UEI”) or Taxpayer Identification Number (“TINS”) listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management (“SAM”) they will be required to register and provide the County with their Unique Entity Identifier (“UEI”) before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

### 3. GRANT INFORMATION.

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
  - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
  - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for expending the County’s SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30,

2024 so that funding may be relocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30, 2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

- (C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).
- a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.
  - b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

#### 4. AFFIRMATIVE COVENANTS.

- (A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.
- (B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.
- (C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.
- (E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively,

“Indemnified Persons”) from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys’, accountants’ and other professionals’ fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

- (F) **Recordkeeping.** The Subrecipient shall maintain accounts and records with respect to the Project and Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the Project and Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine-readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury’s Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the “SAA”). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000

in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

(H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
  - i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
  - ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6<sup>th</sup> Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the

case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the Subrecipient may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex

(including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

**7. 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 with 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, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

[Remainder of page intentionally left blank; signature page follows.]

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

By: [Signature]  
Chairperson of the Board of Supervisors

Dated: 7/26/22

[Signature] (Subrecipient)  
By:  
Mayor, City of Roland

Dated: 7/20/22

**Schedule A**  
**Reporting Requirements and Schedule**

**Event Reporting**

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (A) The inclusion of the Subrecipient, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (B) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

**On Demand Reporting**

The Subrecipient shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

**Scheduled Reporting**

- (A) Quarterly Reporting. Using the forms provided and, in the manner, as provided by Story County, the Subrecipient shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the third (3<sup>rd</sup>) business day following the end of each quarter and shall contain:
  - a. Project Status
    - i. Not started
    - ii. Completed less than 50%
    - iii. Completed 50% or more
    - iv. Completed
  - b. Obligations and Expenditures
    - i. Total Cumulative Obligations
    - ii. Total Cumulative Expenditures
    - iii. Current Period Obligations
    - iv. Current Period Expenditures
  - c. Program Income: Any program income earned and expended to cover eligible project costs, if applicable.
  - d. Project Demographic Distribution
    - i. What Impacted and/or Disproportionally Impacted population does this project primarily serve?
    - ii. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, select up to two additional populations served.
  - e. For the Applicable Expenditure Category, Subrecipient will provide mandatory performance indicators and programmatic data as follows:
    - i. Household Assistance (EC 2.1-2.8) and Housing Support (EC 3.10-3.12):
      - Number of people or households receiving eviction prevention services (including legal representation)

- Number of affordable housing units preserved or developed
  - Number of individuals/families provided food assistance
  - ii. Negative Economic Impacts (EC 1.1-3.5):
    - Number of workers enrolled in sectoral job training programs
    - Number of workers completing sectoral job training programs
    - Number of people participating in summer youth employment programs
  - iii. Education Assistance (EC 3.1-3.5):
    - Number of students participating in evidence-based tutoring programs
  - iv. Healthy Childhood Environments (EC 3.6-3.9):
    - Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)
    - Number of families served by home visiting
  - v. Water and sewer projects (EC 5.1-5.18)
    - National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
    - Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
    - Median Household Income of service area
    - Lowest Quintile Income of the service area
    - Certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Subrecipient is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and
  - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s) as specified in Exhibit C.
- (B) Close Out Reporting. The Subrecipient shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

Grant Agreement  
CONTRACT FOR Story City ARPA Projects, ARPA SUBRECIPIENT NO. 15  
Municipalities

THIS AGREEMENT ("Agreement") is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the City of Story City, Iowa, the Municipality, a political subdivision of the State of Iowa located within the territorial boundaries of Story County, listed in the application attached hereto as Exhibit A hereinafter referred to as "Subrecipient", whose mailing address and telephone number is 504 Broad Street, Story City, Iowa, 50248, telephone 515-733-2121.

**1. PURPOSE AND INTENT.**

The purpose of the agreement is for the Subrecipient to "To make necessary and needed investment in sewer and water infrastructure systems in order to meet costly health standards. Specifically, to: 1) lining and related work of sewer mains to prevent the inflow and infiltration of rain and ground water into the sanitary sewer system, and 2) replacement of aging water mains" as outlined in Exhibit A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from "*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*" dated February 28, 2022, version 3.0.)

**2. REPRESENTATION OF THE SUBRECIPIENT.**

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.
- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

3. **GRANT INFORMATION.**

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
  - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
  - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for expending the County's SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30, 2024 so that funding may be relocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30, 2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

- (C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).
- a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.
  - b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

#### 4. AFFIRMATIVE COVENANTS.

- (A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.
- (B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.
- (C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.
- (E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts

payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

- (F) **Recordkeeping.** The Subrecipient shall maintain accounts and records with respect to the Project and Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the Project and Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine-readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

(H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
  - i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
  - ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6<sup>th</sup> Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the Subrecipient may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and

the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

**7. 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 with 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, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

[Remainder of page intentionally left blank; signature page follows.]

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

By: 

Chairperson of the Board of Supervisors

Dated: 7/26/22

Story City, IA (Subrecipient)

By: 

Mayor, City of Story City

Dated: 07/19/2022

**Schedule A**  
**Reporting Requirements and Schedule**

**Event Reporting**

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (A) The inclusion of the Subrecipient, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (B) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

**On Demand Reporting**

The Subrecipient shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

**Scheduled Reporting**

- (A) Quarterly Reporting. Using the forms provided and, in the manner, as provided by Story County, the Subrecipient shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the third (3<sup>rd</sup>) business day following the end of each quarter and shall contain:
  - a. Project Status
    - i. Not started
    - ii. Completed less than 50%
    - iii. Completed 50% or more
    - iv. Completed
  - b. Obligations and Expenditures
    - i. Total Cumulative Obligations
    - ii. Total Cumulative Expenditures
    - iii. Current Period Obligations
    - iv. Current Period Expenditures
  - c. Program Income: Any program income earned and expended to cover eligible project costs, if applicable.
  - d. Project Demographic Distribution
    - i. What Impacted and/or Disproportionally Impacted population does this project primarily serve?
    - ii. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, select up to two additional populations served.
  - e. For the Applicable Expenditure Category, Subrecipient will provide mandatory performance indicators and programmatic data as follows:
    - i. Household Assistance (EC 2.1-2.8) and Housing Support (EC 3.10-3.12):
      - Number of people or households receiving eviction prevention services (including legal representation)

- Number of affordable housing units preserved or developed
  - Number of individuals/families provided food assistance
  - ii. Negative Economic Impacts (EC 1.1-3.5):
    - Number of workers enrolled in sectoral job training programs
    - Number of workers completing sectoral job training programs
    - Number of people participating in summer youth employment programs
  - iii. Education Assistance (EC 3.1-3.5):
    - Number of students participating in evidence-based tutoring programs
  - iv. Healthy Childhood Environments (EC 3.6-3.9):
    - Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)
    - Number of families served by home visiting
  - v. Water and sewer projects (EC 5.1-5.18)
    - National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
    - Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
    - Median Household Income of service area
    - Lowest Quintile Income of the service area
    - Certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Subrecipient is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and
  - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s) as specified in Exhibit C.
- (B) Close Out Reporting. The Subrecipient shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

**Story County, Iowa  
American  
Rescue Plan Act**



**Project and Program  
Proposals  
External Community  
Organizations**

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## AWARD NOTIFICATION

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**Project ID:**  
15

**Name of Project:**  
Story City ARPA Projects

**Organization Name:**

City of Story City

**Official Name of Organization (to be used on contracts):**

**Organization Address:**

504 Broad Street, Story City, Iowa, 50248

City of Story City

**Official Address of Organization (to be used on contracts):**

504 Broad Street, Story City, Iowa, 50248

**Name of CEO/Individual Appointed to Sign Contracts:**

Mike Jensen, Mayor

**Contact Person Name, Title, Email and Phone Number:**

Mark A. Jackson, City Administrator, [majackson@cityofstorycity.org](mailto:majackson@cityofstorycity.org), (515) 733-2121

**Amount of Award**

\$302,500.00

**Project Summary Narrative**

To make necessary and needed investment in sewer and water infrastructure systems in order to meet costly health standards. Specifically, to:

- 1) lining and related work of sewer mains to prevent the inflow and infiltration of rain and ground water into the sanitary sewer system, and
- 2) replacement of aging water mains.

**Date of Award Notification**

July 5, 2022

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**For Office Use Only**

**Date Distributed:** July 5, 2022 Via Email

**EXHIBIT B**  
**Subrecipient Application**

Subrecipient Name: City of Story City, Iowa

Award #: 15

Award Amount:

\$302,500.00

Date Preliminary Award Acted Upon by the Story County Board of Supervisors: January 25, 2022

*Application submitted by Subrecipient to Story County, Iowa follows.*

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

### **Checklist**

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

(Initial each statement after reading)

- maj Did you sign the certification page and initial all the certification statements?
  
- maj If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified.
  
- maj I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964.
  
- maj I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project.

# **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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## **Certification**

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

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

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

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

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

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

Mark A. Jackson

City Administrator

Print Name

Title

  
Signature

10/14/21  
Date

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

### **APPLICANT INFORMATION**

Organization Name: City of Story City  
Organization Address: 504 Broad Street  
Story City, Iowa 50248

Contact Person Name, Title, Email and Phone Number: Mark A. Jackson, City Administrator  
majackson@cityofstorycity.org  
(515) 733-2121  
Organization Website: www.cityofstorycity.org

IRS Designation:  
Federal Tax ID:  
42-6005262

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

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

**What is the intended purpose/use of the funds?**

To make necessary and needed investment in sewer and water infrastructure systems in order to meet costly health standards. Specifically, to: 1) Lining and related work of sewer mains to prevent the inflow and infiltration of rain and ground water into the sanitary sewer system, and 2) Replacement of aging water mains.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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**Has applicant received previous funding from Story County?**

- Yes      Date and amount of last  
funding receipt.
- No

### **PROJECT/PROGRAM INFORMATION**

**Project/Program Name:**

Story City ARPA Projects

**Project/Program Purpose:**

To improve the overall quality of life for decades by making necessary and needed investment in clean and safe drinking water.

**Specifically:**

- 1) Lining, and related work, of sewer mains in order to prevent inflow and infiltration of rain and ground water into the sanitary sewer system.
- 2) Replacement of aging water mains on Larson Avenue, Market Avenue, Washington Street, and Eighth Street.

**Requested Story County ARPA funding amount:** \$302,500

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

- Support the public health response
- Address negative economic impacts caused by the public health emergency
- Invest in water, sewer, and broadband infrastructure

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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

Yes

No

**Can your project be completed by December 2026?**

Yes

No

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

Prior to the COVID-19 pandemic, the investment on improving an aging water and sewer infrastructure system was already substantial and financing these projects will be a financial hardship for some residents of Story County.

The COVID-19 pandemic has caused a significant increase in the cost of water and sewer infrastructure projects. This is primarily due to: 1) Increase in material cost, 2) Labor shortage, and 3) The delay in construction projects that were originally scheduled in 2020.

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

Story City as already expended millions of dollars on improving its aging water and sewer infrastructure system and is and will be mandated to spend millions more in order to meet the Clean Water Act and the Safe Drinking Water Act.

Success is complying with the ever changing and costly mandates of these Acts.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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

The City will be contracting out the work to qualified contractors who perform these type of infrastructure improvement projects.

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

Yes. The City Council, at its October 4th meeting, adopted a Resolution allocating ARPA funds to sanitary sewer main lining projects and toward water and sewer infrastructure improvements. The City Council, at a special meeting on October 14th approved the submission of the application.

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

No

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

Investment in an aging water and sewer infrastructure system is substantial. If the City does not receive 100% of the requested funding then the City would be unable to make needed water and sewer infrastructure improvements and/or depending upon available funds, would need to delay sanitary sewer lining and water main replacement projects.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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

As previously stated, the City would be unable to make needed infrastructure improvements and/or depending on available funds, would need to delay sanitary sewer lining and water main replacement projects.

**Describe the project/program timeline and milestones.**

The City has identified the lining and related work of sanitary sewer mains. The City has also identified the replacement of water mains on Larson Avenue, Market Avenue, Washington Street, and Eighth Street. These projects would be completed in 2022-23.

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

An investment from Story County will help towards restoring the health of our waterways within Story County (South Skunk River flows through Story City) and help improve clean and safe drinking water

Story County ARPA funding will allow the city to utilize its financial resources for other water and sewer infrastructure system projects that will make additional benefits in improving clean and safe drinking water.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

## FINANCIAL INFORMATION

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

What percentage of your budget is for administrative or management fees? 0

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

Yes Sources

The City will utilize its ARPA funding and bonds for these projects.

No

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

Yes Describe match

No

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

Yes - June 30, 2020. The 2021 is being completed by our auditing firm.

Is your organization required to file IRS Form 990? If yes, please provide your most recent filing. No

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

Apply

Receive

Yes

Yes

No

No

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

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

*Please use the space below for any additional information.*

### **Additional Information:**

The State of Iowa has adopted rules which impact a city's wastewater treatment system. These rules impose strict limits on the allowable discharge from wastewater treatment plants. Compliance with these rules is very costly. Story City has been working to minimize the future impact these new rules will have. The most cost effective way to comply with the new discharge mandate is to prevent rainwater and groundwater from entering the sanitary sewer system. This way the treatment will only have to treat sewage and not the combined sewage and clear water. In addition, the city has had numerous water main breaks over the years to its aging water system that impacts the water system.

This is an opportunity to make an investment in clean and safe drinking water.



**Story County, Iowa  
American  
Rescue Plan Act**



**Project and Program  
Proposals  
External Community  
Organizations**

---

**PERFORMANCE MEASURES**

---

**Project ID:**

15

**Name of Project:**

Story City ARPA Projects

**Organization Name:**

City of Story City

**Performance Measures:**

- On quarterly basis report on project timeline and benchmarks
- In the past quarter, please report if the project has experienced delays, and describe the nature of the delay, how far delayed, and any changes to completion date?
- Reduction in peak flow volumes in the sewer system
- Reduction in the number of main breaks
- Change in status of Significant Non-Compliance by the IDNR
- Are there any cost savings to residents?

---

**For Office Use Only**

**Date Distributed:** July 5, 2022 Via Email

## Proposal Summary

### VMware Renewal - 1 Year

**Prepared by:**

Iowa  
Tim Carstens  
515.422.9310  
tcarstens@ippathways.com

**Prepared for:**

Story County  
Barb Steinback  
900 6th Street  
Nevada, IA 50201  
bsteinback@storycountyiowa.gov

**Quote Information:**

Quote #: 17044  
Version: 1  
Date: 06/13/2022  
Expiration Date: 09/22/2022

*A VMware reinstatement fee will be applied if not renewed by the expiration date of product support.*

### Summary

Support Expiring September 2022

Amount

\$11,888.00

Total: \$11,888.00

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. Balance is due upon receipt with Net 30 terms. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included -- unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature: Barbara Steinback

Date: 7/18/2022

**APPROVED**

**DENIED**

Board Member Initials: JS

Meeting Date: 7/26/22

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



Closure No. 23-01

Date July 18, 2022

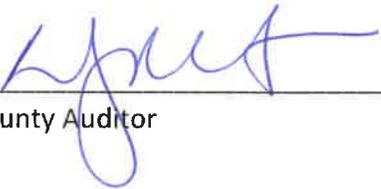
## Resolution

### 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 19,20, 29, 30 Lincoln Twp on

690th Ave is Closed between 135th St and 150th St

  
Chair, Board of Supervisors

Attest:   
County Auditor

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

|                 |  |     |          |     |          |        |          |
|-----------------|--|-----|----------|-----|----------|--------|----------|
| ALLOWED BY VOTE |  | Yea | <u>2</u> | Nay | <u>0</u> | Absent | <u>1</u> |
| OF THE BOARD    |  |     |          |     |          |        |          |

  
CHAIRPERSON

Above tabulation made by 



HAMPTON EQUIPMENT INC.

www.hamptonequipment.com



504 S McGOWN ST  
RAYMOND, ILL. 62560  
PHONE/ FAX: 217-229-4448

E-mail: [hamptonequipment@consolidated.net](mailto:hamptonequipment@consolidated.net)

**CUSTOMER QUOTATION**

|                          |                    |                        |  |
|--------------------------|--------------------|------------------------|--|
| <b>Customer Name:</b>    | STORY CO HWAY DEPT | <b>Phone No:</b>       | 515-450-1195   |
| <b>Address:</b>          | 837 N AVENUE       | <b>Cell No:</b>        |  |
| <b>City:</b>             | NEVADA             | <b>Fax No:</b>         |  |
| <b>STATE:</b>            | IOWA               | <b>E-Mail Address:</b> | <a href="mailto:storymech@gmail.com">storymech@gmail.com</a> |
| <b>Zip Code:</b>         | 50201              |                        |  |
| <b>Point of Contact:</b> | CHARLIE            | <b>SUBMITTED</b>       | TOM HAMPTON<br>HAMPTON EQUIPMENT                             |
|                          |                    | <b>DATE:</b>           | 07/18/2022   |

**EQUIP REF: TOTAL PATCHER VORTEX**

**REF#: 007182022-V**

| Description  | \$/Unit. | \$Total   |
|--|----------|-----------|
| NEW 2022 TOTAL PATCHR VORTEX   |          | 89,500.00 |
| ALL STANDARD EQUIPMENT   |          |           |
| REGEN ENGINE SYSTEM  |          |           |
| EMULSION TANK FILL PORT SCREEN SYSTEM  |          | N/C       |
| TRUCK TAIL GATE SETUP  |          | N/C       |
| ALL MANUALS  |          | N/C       |
| TRAINING   |          | N/C       |
| <b>OPTIONS:</b>  |          |           |
| WATER FLUSH SYSTEM   |          | 1622.87   |
| 25 FT CRACK SEAL REEL WITH FLEXIBLE SQUEEGEE APPLICATOR  |          | 1932.60   |
| STEPS TO WORK PLATFORM AND LOCKABLE TOOL BOX   |          | 280.00    |
| EMULSION TANK QUANTITY MEASURING SYSTEM  |          | 1170.00   |
|  |          |           |
|  |          |           |
| <b>NOTE:</b>   |          |           |
| PRICES WILL BE VALID FOR 14 DAYS FROM QUOTE DATE<br>THIS IS DUE TO MATERIAL COST AND COMPONENT PRICE<br>FLUCTUATIONS |          |           |
| DELIVERY FUEL SURCHARGE DUE TO CURRENT FUEL PRICES   |          | 300.00    |

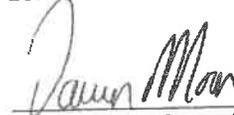
SIGNATURE OF ACCEPTANCE:

**TOTAL QUOTE:** \$94,805.47

Approved by:

Recommended for approval by:

  
Board of Supervisors      7/26/22  
Date

  
Darren R. Moon, P.E.      7-20-22  
Date

**RESOLUTION #23-08**

**RESOLUTION FOR PARTICIPATION IN SS4A GRANT APPLICATION**

**WHEREAS**, as part of the new Federal Transportation Bill, Infrastructure Investment and Jobs Act (IIJA), there is over \$1B of roadway safety funding available in the form of Safe Streets and Roads for All (SS4A) grants. To be an eligible applicant for this new safety funding, a county **MUST** have an eligible Action Plan in place; and

**WHEREAS**, the Iowa County Engineers Association (ICEA) plans to apply for a SS4A grant to develop and supply all 99 counties in Iowa with an eligible Action Plan at no cost to the counties. ICEA encourages all 99 counties to participate in this grant application; and

**WHEREAS**, the Story County Board of Supervisors will commit to achieve significant declines in roadway fatalities and serious injuries in Story County; and

**WHEREAS**, the Story County Board of Supervisors recognizes the Action Plan and will assist the County Engineer's department in achieving the goal of a dramatic decrease in roadway fatalities and serious injuries and zero roadway fatalities and serious injuries by the years 2030 and 2050, respectively; and

**WHEREAS**, the Story County Board of Supervisors, after consulting with the Story County Engineer, desires to participate in a joint SS4A grant to develop and receive an eligible Action Plan for Story County.

**THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF STORY COUNTY** that this County does hereby request to be included in the statewide SS4A grant to develop Actions Plans for all 99 counties in Iowa.

Resolution adopted this 26th day of July, 2022.

Recommended by:

Darren Moon      7-19-22  
Darren R. Moon, P.E.      Date  
County Engineer

[Signature]  
Chairperson, Board of Supervisors

Attest: [Signature]  
County Auditor

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

ALLOWED BY VOTE OF THE BOARD

|     |          |     |          |        |          |
|-----|----------|-----|----------|--------|----------|
| Yea | <u>2</u> | Nay | <u>0</u> | Absent | <u>1</u> |
|-----|----------|-----|----------|--------|----------|

[Signature] Above tabulation made by [Signature]  
CHAIRPERSON



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

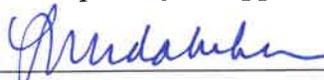
Memorandum

To: Story County Board of Supervisors  
From: Michael D. Cox, Director  
Date: July 26, 2022  
Re: Consideration of Additional Alternative Analysis with Houston Engineering Inc. for \$5,000 (unbudgeted).

The attached professional services agreement with Houston Engineering Inc. is for additional design and analysis services for an alternate design plan for the mitigation of the Hannums Mill. SCC is currently exploring the possibility of removing the Hannums Mill dam and installing rock let down structures to mitigate the dangers posed by the dam itself.

HEI will review the dam mitigation alternative proposed by staff and review its feasibility. HEI will develop an estimate of construction quantities and a construction cost estimate for the proposed alternative. This analysis will be summarized in an email. HEI will incorporate one round of comments with revisions into the final concept map and cost estimate. This contract is for \$5,000. Funding for this contract will come from the Energy Transfer Fund

Staff requests your approval of this contract.

  
Approval

\_\_\_\_\_  
Disapproval

  
Date

\_\_\_\_\_  
Date

July 21, 2022

Pat Shehan  
Special Projects Ranger  
Story County Conservation  
56461 180<sup>th</sup> St  
Ames, IA 50010

**Subject: Hannum's Mill Dam Mitigation Additional Alternative Analysis**

Pat:

It is our understanding that additional engagement with adjacent landowners and the DNR has yielded an alternative not presented in the report Hannum's Mill Dam Mitigation, Phase 1: Exploratory, Dated February 28<sup>th</sup>, 2020. This additional alternative consists of a modified version of Alternative 2: Dam Removal with Rock Arch Rapids. To continue the project momentum, Story County Conservation requires a conceptual figure and cost estimate for the proposed additional alternative, which will facilitate grant applications.

The project tasks are described in the attached Scope of Services.

Thank you for the opportunity to provide engineering services to Story County Conservation. If you have any questions, please feel free to contact us.

Sincerely,

HOUSTON ENGINEERING, INC.



Greg Bowles  
Principal-in-charge  
Direct: 763-493-6670  
gbowles@houstoneng.com



Lisa Odens, PE  
Project Manager  
Direct: 763-493-6667  
lodens@houstoneng.com



HEI – Maple Grove
7550 Meridian Circle North, Suite 120
Maple Grove, MN 55369
P: (763) 493-4522

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: Hannum's Mill Dam Mitigation Additional Alternative Analysis
HOUSTON JOB NO.: R010318-0001 (Additional Tasks) HOUSTON PROJ. MGR.: Lisa Odens
CLIENT/OWNER NAME: Story County Conservation
CLIENT/OWNER ADDRESS: 56461 180th St, Ames, IA 50010
CLIENT/OWNER PHONE NO.: CLIENT/OWNER CONTACT: Pat Shehan

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this July, 2022, by and between HOUSTON ENGINEERING, INC. ("Houston") and Story County Conservation ("Client").

Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as Hannum's Mill Dam Mitigation Additional Alternative Analysis (2022) ("Project").
B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Houston and Client agree as follows:

- 1. Services. Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.
2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on the 31 day of December, 2021, unless terminated earlier pursuant to the terms and conditions of this Agreement.
3. Attachments. The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:

- [X] ATTACHMENT A - SERVICES
[X] ATTACHMENT B - GENERAL TERMS AND CONDITIONS
[ ] ATTACHMENT C -
[ ] ATTACHMENT D -
[X] FEE SCHEDULE - DATED 2022.
[ ] ALTA/NSPS LAND TITLE SURVEY RIDER

- 4. Compensation.
\$ 5,000 Lump Sum Fee - Based on the Services defined herein
\$ Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule
\$ Percentage of Estimated Construction Cost
\$ Other

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

HOUSTON ENGINEERING, INC.

BY: [Signature]
AUTHORIZED REPRESENTATIVE

BY: [Signature]
AUTHORIZED REPRESENTATIVE

TITLE: 7/26/22 Vice Chair B.O.S.

TITLE: Project Manager

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE ADDRESS ABOVE

**ATTACHMENT A – SCOPE OF SERVICES**

Scope of Services to Be Completed By Houston Engineering, Inc. (HEI)

1. Attendance by one person at SCC Board meeting and Stakeholder conference call. HEI attended the June SCC Board meeting to provide technical responses to any Board or audience questions. HEI also virtually attended a stakeholder meeting on July 19, 2022.
2. Analysis of Additional Alternative. HEI will review the dam mitigation alternative proposed by Story County Conservation (SCC) and the DNR. HEI will review the feasibility and utilize previously developed geomorphic data to develop a concept design and discuss via conference call with the Iowa DNR. A GIS figure will be developed to show the layout and extent of the concept project components. HEI will develop an estimate of construction quantities and a construction cost estimate for the proposed alternative. This analysis will be summarized in an email. HEI will incorporate one round of comments revisions into the final concept map and cost estimate.

Assumptions

- Costs do NOT include: Environmental, Cultural, or Historic review of the proposed alternative.
- Costs do NOT include: additional Public Engagement, meetings, or presentations
- Costs do NOT include: CAD sheets, survey, field work, or modeling.
- Costs do NOT include a comparison of the proposed alternative to the project goals.
- Cost do not include coordination with entities outside of SCC and the Iowa DNR.
- One round of comments will be provided by SCC and one round of revisions will be incorporated into the final deliverable.
- SCC and the DNR will provide comments in a timely manner.

Additional deliverables (photo rendering, additional maps, tables, or alternatives) may be provided on a time and materials basis if requested in writing by SCC.

Deliverables

- Draft GIS figure showing the layout of the proposed alternative
- Draft Construction cost estimate for the proposed alternative
- Final GIS figure showing the layout of the proposed alternative
- Final Construction cost estimate for the proposed alternative

Cost Estimate and Timeline

HEI will perform the professional services identified on a lump sum basis. Estimated costs for the described scope is \$5,000.

| <b>Task</b>  | <b>Cost</b> |
|--|-------------|
| Additional Analysis of Proposed Alternative and Attendance at Meetings | \$5,000     |

HEI will not exceed the scope and budget for the completion of this work without prior authorization from SCC. The estimated cost is based upon the project approach and the assumptions. Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Invoices will include the amount of work currently performed on the total project costs for that given period.

HEI will provide the above deliverables prior to the August SCC Board meeting.

## General Terms and Conditions

---

### 1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

### 2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

### 3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination, and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

### 4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

### 5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days written notice to the other party, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

### 6. LIMITATION OF LIABILITY

In no event shall Houston be liable for incidental, indirect or consequential damages of any kind. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

### 7. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

### 8. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

### 9. INDEMNIFICATION

Client shall indemnify, and hold harmless Houston, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Houston's breach of this Agreement or Houston's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

### 10. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

**11. PROJECT SITE**

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the work, means or methods of contractors or their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents or subcontractors on a site shall not imply that Houston controls the operations of others nor shall it be construed to be an acceptance by Houston of any responsibility for job-site safety.

**12. CONFIDENTIALITY**

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

**13. RE-USE OF DOCUMENTS**

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston.

**14. REMEDIES**

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

**15. PROPRIETARY DATA**

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

**16. GOVERNING LAW**

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

**17. DATA PRACTICES ACT REQUESTS**

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

**18. FORCE MAJURE**

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

**19. WAIVER OF JURY**

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

**20. NOTICES**

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; or if deposited in the United States Mail, certified or registered, postage prepared, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service. Notices, demand or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

**21. MISCELLANEOUS**

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

# 2022 FEE SCHEDULE



## LABOR RATES

The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1<sup>st</sup> of each year (typically no more than 5%).

| Category            | 2022 Rates | Category                       | 2022 Rates | Category              | 2022 Rates |
|---------------------|------------|--------------------------------|------------|-----------------------|------------|
| Engineering Intern  | \$104      | Technician Intern              | \$91       | Project Assistant 1   | \$74       |
| Engineer 1          | 126        | Technician 1                   | 104        | Project Assistant 2   | 85         |
| Engineer 2          | 133        | Technician 2                   | 111        | Project Assistant 3   | 91         |
| Engineer 3          | 140        | Technician 3                   | 119        | Project Assistant 4   | 95         |
| Engineer 4          | 146        | Technician 4                   | 126        | Project Assistant 5   | 101        |
| Engineer 5          | 156        | Technician 5                   | 133        | Project Assistant 6   | 106        |
| Engineer 6          | 166        | Technician 6                   | 140        | Planner 1             | \$146      |
| Engineer 7          | 175        | Technician 7                   | 147        | Planner 2             | 160        |
| Engineer 8          | 184        | Technician 8                   | 155        | Planner 3             | 174        |
| Engineer 9          | 193        | Technician 9                   | 162        | Planner 4             | 202        |
| Engineer 10         | 202        | Technician 10                  | 170        | Planner 5             | 212        |
| Engineer 11         | 211        | Technician 11                  | 177        | Land Surveyor 1       | \$133      |
| Engineer 12         | 221        | GIS Intern                     | \$64       | Land Surveyor 2       | 152        |
| Engineer 13         | 230        | GIS Analyst 1                  | 99         | Land Surveyor 3       | 168        |
| Scientist 1         | \$123      | GIS Analyst 2                  | 109        | Land Surveyor 4       | 180        |
| Scientist 2         | 133        | GIS Analyst 3                  | 119        | Land Surveyor 5       | 202        |
| Scientist 3         | 146        | GIS Analyst 4                  | 130        | Land Surveyor 6       | 221        |
| Scientist 4         | 157        | GIS Analyst 5                  | 140        | CAD Technician 1      | \$91       |
| Scientist 5         | 167        | GIS Analyst 6                  | 150        | CAD Technician 2      | 97         |
| Scientist 6         | 196        | Project Manager 1 – Technology | 152        | CAD Technician 3      | 104        |
| Scientist 7         | 221        | Project Manager 2 – Technology | 168        | CAD Technician 4      | 111        |
| Hydrogeologist 1    | \$133      | Project Manager 3 – Technology | 196        | CAD Technician 5      | 119        |
| Hydrogeologist 2    | 147        | Software Engineer 1            | \$115      | CAD Technician 6      | 126        |
| Hydrogeologist 3    | 167        | Software Engineer 2            | 129        | Drone Pilot           | \$141      |
| Hydrogeologist 4    | 208        | Software Engineer 3            | 139        | Drone Visual Observer | 56         |
| Hydrogeologist 5    | 221        | Software Engineer 4            | 149        | Landscape Architect 1 | \$121      |
| Senior Consultant 1 | \$187      | Software Engineer 5            | 160        | Landscape Architect 2 | 131        |
| Senior Consultant 2 | 233        | Software Engineer 6            | 170        | Landscape Architect 3 | 141        |
| Senior Consultant 3 | 243        | Computer Technician            | \$161      | Landscape Architect 4 | 151        |
| Senior Consultant 4 | 252        |                                |            | Landscape Architect 5 | 161        |
| Senior Consultant 5 | 262        |                                |            |                       |            |

## SURVEY CREWS & REIMBURSABLE EXPENSES

| Category                       | 2022 Rates                                | Category  | 2022 Rates        |
|--------------------------------|---|---|-------------------|
| Survey Crews:                  |   | ATV/Snowmobile/<br>Boat                           | \$15/hour         |
| 1-Person Crew (plus equipment) | \$162/hour                                | ATV w/Tracks                                      | \$30/hour         |
| 2-Person Crew (plus equipment) | \$197/hour                                | Hydrone RCV                                       | \$50/hour         |
| 3-Person Crew (plus equipment) | \$244/hour                                | Small UAS (Drone)                                 | \$25/hour         |
| 4-Person Crew (plus equipment) | \$273/hour                                | Large UAS (Drone)                                 | \$50/hour         |
| Meals                          | Actual Cost                               | Deliveries/Postage/Printing                       | Actual Cost       |
| Hotel                          | Actual Cost                               | Surveying Materials: Lath, Hubs,<br>Pipe, etc.    | Actual Cost       |
| Mileage – Vehicles:            |   | Special Equipment and Other<br>Materials Required | Actual Cost       |
| 2-Wheel Drive                  | IRS Standard Mileage<br>Rate              | Subconsultants                                    | Actual Cost + 10% |
| 4-Wheel Drive                  | IRS Standard Mileage<br>Rate + \$.20/Mile |   |                   |
| GPS Equipment                  | \$25/hour/unit                            |   |                   |
| Robotic Total Station          | \$40/hour                                 |   |                   |



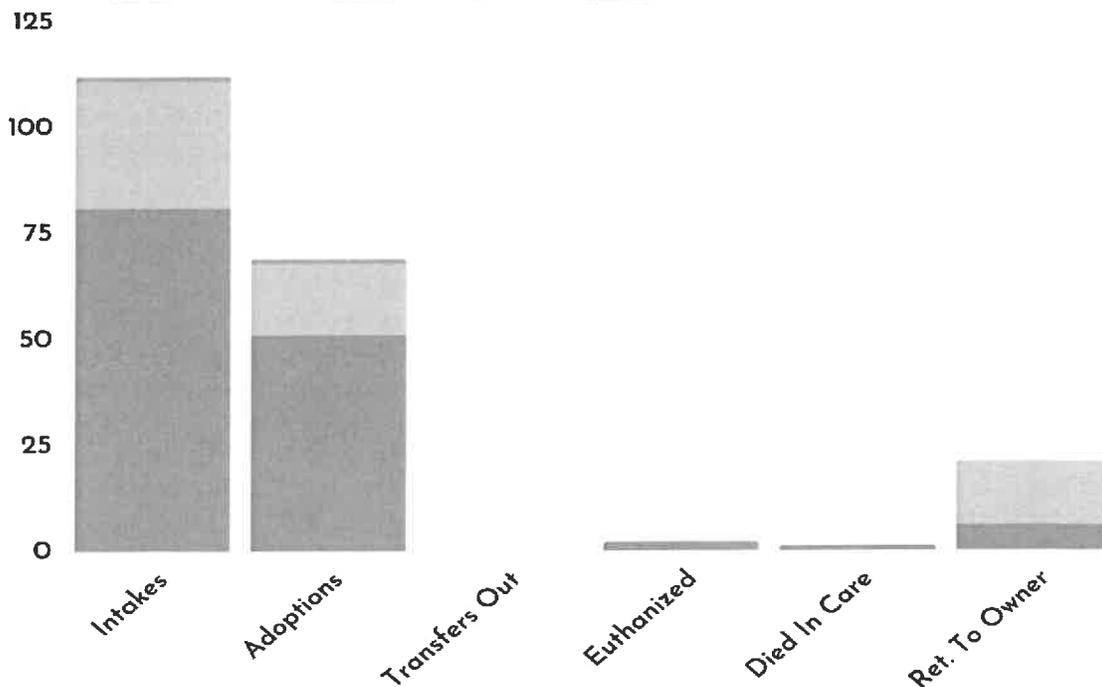
## Story County Animal Control and Shelter Quarterly Report: April 1<sup>st</sup>, 2022 – June 30<sup>th</sup>, 2022

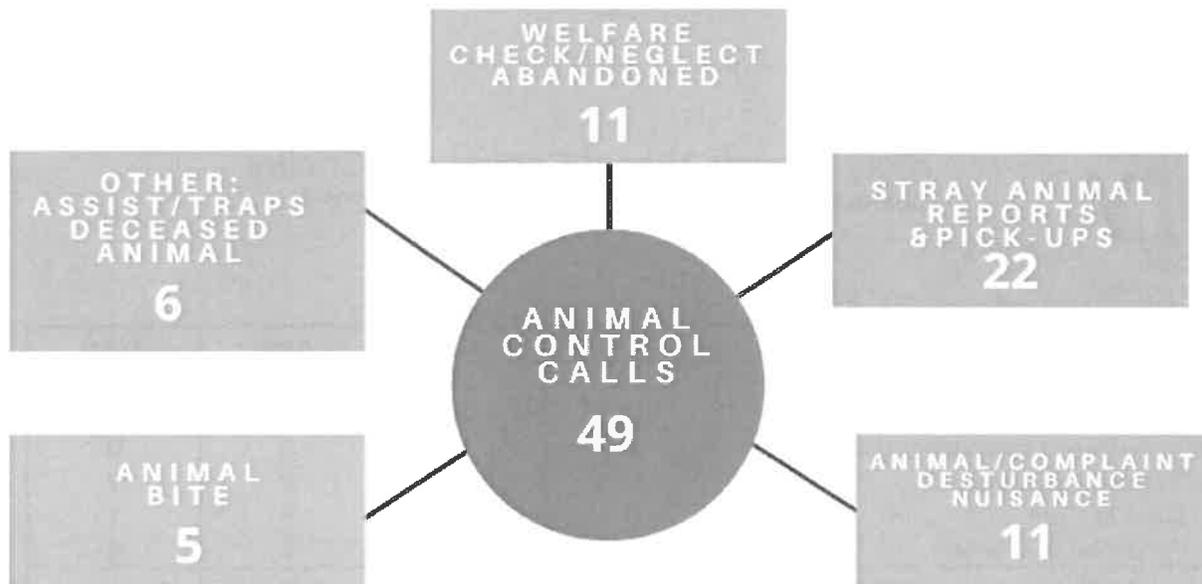
|                                    | April | May | June | Total |
|------------------------------------|-------|-----|------|-------|
| Cat Intakes                        | 26    | 22  | 33   | 81    |
| Cats Adopted                       | 17    | 20  | 14   | 51    |
| Cats Transferred to another rescue | 0     | 0   | 0    | 0     |
| Cats Euthanized(medical)           | 0     | 0   | 2    | 2     |
| Cats Died in Care                  | 0     | 1   | 0    | 1     |
| Cats Returned to Owner             | 2     | 3   | 1    | 6     |
| <hr/>                              |       |     |      |       |
| Dog Intakes                        | 8     | 11  | 11   | 30    |
| Dogs Adopted                       | 6     | 7   | 4    | 17    |
| Dogs Transferred to another rescue | 0     | 0   | 0    | 0     |
| Dogs Euthanized(medical)           | 0     | 0   | 0    | 0     |
| Dogs Euthanized(behavior)          | 0     | 0   | 0    | 0     |
| Dogs Died in Care                  | 0     | 0   | 0    | 0     |
| Dogs Returned to Owner             | 3     | 6   | 6    | 15    |
| <hr/>                              |       |     |      |       |
| Other Animal Intakes               | 0     | 0   | 1    | 1     |
| Other Animals Transferred          | 0     | 0   | 0    | 0     |
| Other Animals Adopted              | 0     | 0   | 1    | 1     |



### A LOOK AT OUR NUMBERS

Cats
  Dogs
  Other





**Current Animal Population 07/21/2022: Dogs - 9, Cats -99, G. Pigs - 2**

| Donations Received: | April      | May        | June       | Total      |
|---------------------|------------|------------|------------|------------|
|                     | \$3,144.00 | \$1,114.00 | \$2,152.46 | \$5,316.90 |

### Looking Back

The second quarter of 2022 kept shelter staff busy. Colo-Nesco TAG Students stopped by the shelter with a donation of tie blankets! They were able to learn about a little bit of what the Story County Animal Shelter does and briefly met with some of the adoptable cats! We appreciate the hard work that went into making them and know how much the cats will love snuggling into their new beds!

REG (Renewable Energy Group) reached out to us as one of the organizations they wanted to provide some community service for. Several employees from REG came for a day and helped with animal socialization, small tasks around the shelter, and enclosure cleaning. Plucky Paws also reached out to ask about assisting the shelter with certain tasks as well. They cleaned, socialized with current canine residents and donated pools and pool toys for summer fun.

Carpet One held an adoption event for us in June. With animal adoptions slowing down, shelter staff will be finding ways to have more adoption events the remainder of the year to hopefully gain a greater reach for more potential homes for our adoptable animals. Another way we hope to reach more people is to expand our foster program to include more "foster to adopt" homes. This is where an approved foster home fosters an adult cat or dog for a few weeks or a weekend to either give the animal a break from shelter life. Kind of like a mini vacation.

We held our first ever Kids learning day for interested youth in our community. We had the kids participate in different activities which included making hand puppets, making dog treats, learning about animals and the shelter and meeting some of them, and at the end, the kids enjoyed a snack and watched a couple of videos. A big thank you to the volunteers who helped where needed. We look forward to having other events like this one in the future.

Shelter staff enjoyed an afternoon of professional development with Erin from Topp Canine Solutions and learned about dog body language and defensive handling. We also had two staff members complete their ACO I certification and one staff member complete ACO II certification through the National Animal Care and Control Association.

## Looking Ahead

In the coming months we are going to continue to find ways to gain more interest in foster homes, adoptions, and volunteer opportunities. I will be looking into what is needed to start microchipping our adoptable animals before adoption as well as potential microchip and vaccination clinics. Kitten season finally caught up with us and this week. We took in 21 animals in three days. Chasin Tails, one of our biggest fundraiser events/opportunities will be held this September 17<sup>th</sup>. We are excited to collaborate again for the 8<sup>th</sup> year! We currently have 2 dogs and 17 cats/kittens in foster care.

## Colo-Nesco TAG tie blanket donation



## Kids Day (positive animal interactions)

