Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today’s agenda.

Consent Agenda
Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Reports
Receive and place on file the Recorder’s Quarterly Report for October 1 through December 31, 2022

Resolutions

Contract and Agreements
Approve an Agreement between Linn County and Mercy Medical Center to apply for 340 B status to participate in the Federal Drug Pricing Program through the Health Resources and Services Administration retroactive to January 10, 2023.

Approve and authorize Chair to sign a Linn County American Rescue Plan Act Grant Closeout Agreement between Linn County and Discovery Living, Inc.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Kirkwood Community College for the Linn County Adastra Scholarship Program in the amount of $1,000,000.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Indian Creek Nature Center for the Education Expansion at Indian Creek Nature Center in the amount of $250,000.00.

Award bid and approve purchase order PO430 for entrance culverts to Advanced Drainage Systems, Inc in the amount of $11,100.00 for the Secondary Road Department

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda
Minutes
Discuss and decide on meeting minutes.

Claims
Discuss and decide on claims.

Discuss and decide on a **resolution fixing the January 1, 2022 Utility Valuations** payable in 2023-2024

Discuss a resolution changing Deputy Auditor positions to professional management positions.

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

Correspondence

Appointments

1:30
**Formal Board Room**

Review of proposed Fiscal Year 2024 budget for Human Resources

Review of proposed Fiscal Year 2024 budget for the Capital Improvement Projects II

Review of proposed Fiscal Year 2024 budget for the Engineer

Other budget discussions if necessary.

Adjournment

---

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncountyiowa.gov.
January 13, 2023

RECORER’S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

I, Carolyn Siebrecht, Recorder/Registrar of Linn County, Iowa hereby certify the following fees collected by the Linn County Recorder’s Office from October 1, 2022 through December 31, 2022:

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recording Fees</td>
<td>$174,455.40</td>
</tr>
<tr>
<td>Vehicles/Vessels (RVVRS)</td>
<td>$5,577.00</td>
</tr>
<tr>
<td>Hunting/Fishing (ELSI)</td>
<td>$426.50</td>
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<tr>
<td>Documentary Revenue Tax</td>
<td>$128,122.66</td>
</tr>
<tr>
<td>UCC’s</td>
<td>$430.00</td>
</tr>
<tr>
<td>Copies</td>
<td>$575.00</td>
</tr>
<tr>
<td>Auditor’s Transfer Fees</td>
<td>$10,650.00</td>
</tr>
<tr>
<td>Vital Statistics</td>
<td>$18,908.00</td>
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<tr>
<td>Passports</td>
<td>$34,285.00</td>
</tr>
<tr>
<td>Interest</td>
<td>$421.94</td>
</tr>
<tr>
<td>Boat Titles</td>
<td>$340.00</td>
</tr>
<tr>
<td>Recorder’s Automation</td>
<td>$8,041.00</td>
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<tr>
<td>TOTAL</td>
<td>$382,232.50</td>
</tr>
</tbody>
</table>

These fees were sent to the Linn County Treasurer’s Office on January 13, 2023.

Respectfully submitted,

Carolyn Siebrecht
AGREEMENT

BETWEEN

LINN COUNTY, IOWA

AND

MERCY MEDICAL CENTER, CEDAR RAPIDS, IOWA

THIS AGREEMENT is made this 10th day of January, 2023 by and between LINN COUNTY, IOWA ("COUNTY"), located at 123 5th Street SE, Cedar Rapids, Iowa 52401 and MERCY MEDICAL CENTER, CEDAR RAPIDS, IOWA ("Hospital"), a nonprofit corporation organized and existing under the laws of the State of Iowa, located at 701 10th Street SE, Cedar Rapids, Iowa 52403.

RECITALS:

WHEREAS, Hospital is a nonprofit hospital that plays a vital role in the health care safety net by supporting programs that benefit the indigent, uninsured, and underinsured population in Linn County, Iowa;

WHEREAS, Hospital desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program, Hospital must contract with a unit of state or local government pursuant to which Hospital commits to provide healthcare services to low-income individuals who are neither entitled to benefits under Medicare (Title XVIII of the Social Security Act (SSA)) nor eligible for assistance under Medicaid (Title XIX of the SSA);

WHEREAS, Hospital desires to make such a formal commitment to Linn County, Iowa; and

WHEREAS, Linn County, Iowa agrees to accept such commitment on behalf of the citizens of Linn County, Iowa.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good a valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:

1. **Commitment of Hospital to Provide Care to the Indigent, Uninsured, and Underinsured.**

   During the term of this Agreement, Hospital agrees to continue its historic
commitment to the provision of healthcare to indigent, uninsured and underinsured residents of Linn County, Iowa, including low-income residents who do not qualify for Medicaid or Medicare. In 2022, this commitment totaled approximately $48,380,000 in care. Pursuant to this commitment, the Hospital’s commitment to provide care to indigent, uninsured and underinsured resident of Linn County, Iowa, including low-income residents who do not qualify for Medicaid or Medicare, during the term of this Agreement will range generally between $35,000,000 and $55,000,000 million annually. In any event, Hospital will assure that all patients will receive necessary care, as required by law, regardless of ability to pay.

2. **Acceptance and Acknowledgements of Linn County, Iowa.**

   a. Linn County, Iowa accepts the commitment of Hospital set forth above; and
   b. Linn County, Iowa shall provide to Hospital the name, title, email address, and phone number of a government official who can confirm the status of this Agreement.

3. **Representations of Hospital.**

   Hospital represents that as of the date hereof:

   a. Hospital is a corporation duly organized and validly existing in good standing under the laws of the State of Iowa with the corporate power and authority to enter into and perform its obligations under this Agreement; and
   b. Hospital is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Iowa.

4. **Term and Termination.**

   The term of this Agreement shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days’ prior written notice to the other party.

**Notice.**

All notices required or permitted to be given under this Agreement shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

- **Sent to:** Linn County Board of Supervisors
  **Attention:** ________________________________
  123 5th Street SE
  Cedar Rapids, Iowa 52401

- **Sent to:** Mercy Medical Center,
  Cedar Rapids, Iowa
5. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, excepting any conflict of law provisions which would serve to defeat application of Iowa substantive law.

**IN WITNESS WHEREOF,** Hospital and Linn County, Iowa have executed this Agreement as of the day and year first written above by their duly authorized representatives.

**MERCY MEDICAL CENTER,**
**CEDAR RAPIDS, IOWA:**

____________________________
Name: Nathan Van Genderen
Title: Executive Vice President & CFO/COO

**LINN COUNTY, IOWA:**

____________________________
Name: Ben Rogers
Title: Linn County Supervisor, District 2
LINN COUNTY AMERICAN RESCUE PLAN ACT GRANT CLOSEOUT AGREEMENT

Between

Linn County, Iowa

And

Discovery Living, Inc.

(Organization)

This agreement sets forth the terms for final disposition and conditions associated the closeout of Linn County American Rescue Plan Act Grant to Discovery Living, Inc., and any applicable amendments and waivers. The Subrecipient certifies that to the best of its knowledge:

- All activities as authorized by this grant and any applicable amendments, Notices, alternative requirements, and waivers have been completed as described in the grantee's final performance report dated 01/06/2023.
- Any fraud, waste, or mismanagement that may have occurred in the administration of this award has been adequately addressed in accordance with the Subaward Agreement.
- All grant-financed costs associated with these activities have been incurred.
- Proper provisions have been made for the payment of all unpaid costs and unsettled third-party claims.
- Linn County is under no obligation to make any payment to the Subrecipient in excess of the amount identified in the subaward agreement.

Further, the Subrecipient hereby acknowledges the remaining obligation(s) under the terms of the subaward agreement and agrees as follows:

- All records and documents pertaining to this grant will be maintained for a period of five (5) years after execution of this close-out agreement or the period
required by other applicable laws and regulations related to the American Rescue Plan Act.

- Any real property within the Subrecipient’s control which is acquired or improved in whole or part using American Rescue Plan Act funds is governed by the principles described in 2 C.F.R. §200.311 Real Property.

Linn County maintains the right to conduct future monitoring of this grant, either on site or by review of information or copies of documents requested from the Federal awarding agency. The Subrecipient acknowledges that a finding of non-compliance resulting from such a review and failure to take appropriate corrective action satisfactory to Linn County may result in one or more of the following actions:

- Disallowance (that is, denial of use of funds) of all or part of the cost of the activity or action not in compliance.
- Subrecipient may be required to repay Linn County any disallowed costs based on the results or findings.
- Linn County may take action to recommend suspension or debarment proceeding to the Federal awarding agency.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:
Discovery Living, Inc.

Authorized Representative

Date

1/4/23
Final Performance Report

Organization Name: Discovery Living, Inc.
Project Name: Healthy, Safe Homes for Individuals with ID
Report Date: 01/06/2023

Expenditures not Previously Reported on Quarterly Reports

<table>
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<tr>
<th>Date</th>
<th>Vendor/Payee</th>
<th>Description of Expenditure</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>River Ridge Escrow Co</td>
<td>Property Purchase - 2882 Meadow Ct, Hiawatha, IA</td>
<td>$65,000.00</td>
</tr>
</tbody>
</table>

Total of Expenditures Not Previously Reported: $65,000.00
Cumulative Expenditures Reported on Previous Quarterly Reports
Total Cumulative Expenditures (Enter below): $65,000.00

Grant Award Amount: $50,000.00
Total Cumulative Expenditures: $65,000.00
Grant Award Balance: -$15,000.00

Final Progress Report

Please attach a performance narrative. This may include Project Activities, Results & Impact, Lessons Learned, Future Plans & Sustainability, and any other additional information you feel may be important to Linn County.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature: [Signature]
Title: [Title]
Date: 01/06/23
Performance Narrative

We initially planned to locate a residential lot and build an accessible house. However, due to significant increase in cost of materials, labor, and the instability of the supply chain, we were able to find a new construction home that met our needs. This home was a three-bedroom, three bath, open floor plan with plans for smooth flooring and, since early in the build, we were able to have accessible showers installed in all bathrooms. We used a local contractor to build out two-bedroom in the basement and an entry ramp in the garage. Five individuals with intellectual disabilities moved into this home on September 22, 2022.

Overall, although we had to switch directions, we are very pleased with this house. This house meets the needs of the five individuals that now call this home.
AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

Federal Awarding Agency: U.S. Department of the Treasury

Federal Award Number: SLFRP0336

Assistance Listing (CFDA): 21.027 Coronavirus State and Local Fiscal Recovery Fund

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-208

<table>
<thead>
<tr>
<th>Pass-Through Entity (PTE):</th>
<th>Subrecipient:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linn County, Iowa</td>
<td>Kirkwood Community College</td>
</tr>
<tr>
<td>935 2nd Street SW</td>
<td>6301 Kirkwood Blvd SW</td>
</tr>
<tr>
<td>Cedar Rapids, IA</td>
<td>Cedar Rapids, IA 52404</td>
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<tr>
<td>UEI #: TC2YRNMM13L5</td>
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</tbody>
</table>

Subaward Budget Period
Start date: 1/1/2023 End date: 12/31/2024

Period of Performance
Start date: 1/1/2023 End date: 12/31/2024

Amount of federal funds obligated by this action: $1,000,000.00

Total amount of the federal funds obligated to the Subrecipient: $1,000,000.00

Total amount of the federal funds committed to the Subrecipient: $1,000,000.00

Project Title: Linn County Adastra Scholarship Program

Is Project for Research & Development? ☐ Yes ☒ No

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to Kirkwood Community College ("Subrecipient") for the Linn County Adastra Scholarship Program.

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa ("State") and federal regulations.
Subrecipient’s performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the “Uniform Guidance.”

2. **Term of Agreement.**

This Agreement shall be effective upon full execution by the Parties (the “Effective Date”) and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) 12/31/2026

3. **Grant Funding.**

The Subrecipient shall use the Subaward solely for the Linn County Adastra Scholarship Program.

The County agrees to provide up to $1,000,000.00 to the Subrecipient from the County’s share of its ARPA allotment, to be used for the allocation of this needs-based grant to Linn County residents enrolled in credit programs at Kirkwood Community College who meet the eligibility requirements as outlined in Exhibit A1. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. **Reporting and Invoicing.**

The Subrecipient may submit invoices and or detailed reports to account for expenditure of funds to the County on a monthly basis, but no less than quarterly. Due dates for the quarterly reports are available on EXHIBIT A.

Invoices and reports shall be submitted to:

Linn County Finance & Budget  
Attn: Sonia Evans, Senior Accountant  
935 2nd Street SW  
Cedar Rapids, IA 52404  
Sonia.evans@linncountyiowa.gov

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information reasonably requested by the County.

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:
“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

5. **Monitoring.**

Subrecipient shall permit the County to monitor the Subrecipient, including:

   a. Reviewing financial and performance reports required by the County.

   b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.

   c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower-level Subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

6. **Maintenance of Records.**

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

7. **Closeout.**

The closeout report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs.

Each party’s obligation to the other shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as required herein, unspent cash advances, program income balances, and
accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

8. **Events of Default.**

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

a. A breach of any term of this Agreement

b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement

c. Failure to comply with applicable federal, state, and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement

d. Any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information

e. Engaging in conduct that has or may expose the other party to liability

9. **Notice of Default.**

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the remedies outlined in paragraph 10, either concurrently or consecutively.

10. **Remedies.**

If an Event of Default occurs and remains uncured, the County may:

a. Exercise any corrective or remedial actions, to include but not be limited to:

   i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance;

   ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or

   iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question

b. Temporarily withhold cash payment pending correction of the deficiencies
c. Disallow all or part of the cost of the activity or action not in compliance

d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds

e. Recommend suspension or debarment proceedings by U.S. Treasury

f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

11. Termination.

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

12. Procurement.

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”) of the Uniform Guidance.

13. Conflicts of Interest.

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated, except in writing with the consent of both parties.

15. **Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. **Notices**

Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely on the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

17. **Defense and Indemnification.**

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient’s performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

The County agrees, only to the extent permitted by the Iowa Constitution and laws of the State of Iowa, to indemnify, hold harmless, and defend Subrecipient, its officers, directors, trustees, and employees from any and all claims, liabilities, demands, judgments, costs (including reasonable attorney’s fees) and expenses arising out of or in connection with its acts, omissions, or conduct and that of its employees.

18. **Severability.**

The parties acknowledge and agree that if any paragraph, provision, or term of this Agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

19. **Status of Subrecipient.**

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of
the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

20. **Assignment.**

Subrecipient agrees that neither this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

21. **Entire Agreement.**

This agreement constitutes the entire agreement between the parties for the Linn County Adastra Scholarship Program and shall be binding upon true successors and assignees of the parties to this Agreement.

22. **Compliance with Applicable Laws and Regulations.**

The Subrecipient declares that to its best knowledge, it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including but not limited to all of the following:

a. Section 501;

b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;

c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25
and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part
25 is hereby incorporated by reference;

e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part
170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part
170 is hereby incorporated by reference;

f. OMB Guidelines to Agencies on Government wide Debarment and Suspension
(Non-procurement), 2 C.F.R. Part 180 and Treasury’s implementing regulation
at 31 C.F.R. Part 19.

g. Recipient Integrity and Performance Matters, pursuant to which the award term
set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by
reference;

h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

i. New Restrictions on Lobbying, 31 C.F.R. Part 21;

j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource
Conservation and Recovery Act;

k. Statutes and regulations prohibiting discrimination applicable to this award,
include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and
Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit
discrimination on the grounds of race, color, or national origin under
programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. §
3601 et seq.), which prohibits discrimination in housing on the basis of
race, color, national origin, sex, familial status, or disability;

794), which prohibits discrimination on the basis of handicap under any
program or activity receiving or benefitting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et
seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which
prohibit discrimination on the basis of age in programs or activities
receiving federal financial assistance; and

12101 et seq.), which prohibits discrimination on the basis of disability
under programs, activities, and services provided or made available by
state and local governments or instrumentalities or agencies thereto.
23. **Publications.**

Subrecipient agrees that any publications produced with funds from this award must display the following language:

“This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury.”

24. **Protections for Whistleblowers.**

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

a. A member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court of grand jury; and/or

g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. **Seat Belt Use.**

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

26. **Reducing Text Messaging While Driving.**
Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.


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

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

28. Eligibility.

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at https://www.sam.gov/.

29. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.
IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the
last date signed below:

Dated this __________ day of ______________, 2023.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

_____________________________
Board Chair

_____________________________
Date

SUBRECIPIENT:
KIRKWOOD COMMUNITY COLLEGE

_____________________________
Matthew Falcione
Authorized Representative

1/11/23

_____________________________
Date
Kirkwood Community College, Office of Financial Aid will allocate the Linn County Adastra Scholarship funds to Linn County residents enrolled in credit programs at Kirkwood Community College. The program will operate and follow the grant eligibility criteria as outlined in EXHIBIT A1 as approved and will report to Linn County on a quarterly basis.

### Quarterly Reporting Timelines for Project and Expenditures Reports

<table>
<thead>
<tr>
<th>Year</th>
<th>Quarter</th>
<th>Period Covered</th>
<th>Due Date</th>
</tr>
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<tbody>
<tr>
<td>2021</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2022</td>
</tr>
<tr>
<td>2022</td>
<td>1</td>
<td>January 1 - March 31</td>
<td>April 15, 2022</td>
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<tr>
<td>2022</td>
<td>2</td>
<td>April 1 - June 30</td>
<td>July 15, 2022</td>
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<tr>
<td>2022</td>
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<td>October 15, 2022</td>
</tr>
<tr>
<td>2022</td>
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<td>October 1 - December 31</td>
<td>January 15, 2023</td>
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<td>2023</td>
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<td>January 1 - March 31</td>
<td>April 15, 2023</td>
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<tr>
<td>2023</td>
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<td>2025</td>
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<tr>
<td>2026</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2027</td>
</tr>
</tbody>
</table>
Linn County Grant

Recognizing that 85% of Kirkwood Community College’s students have need as defined by the federal government, Linn County and Kirkwood Community College have entered into a partnership to provide educational funding to students with financial need.

This need-based Linn County Grant provides financial assistance to Linn County residents enrolled credit programs at Kirkwood Community College. This $3000 grant is pro-rated based on enrollment level.

Eligibility

1) Students must be admitted into a Title IV eligible program at Kirkwood Community College and taking classes that fulfill requirements of the program.
2) Students must be a resident of Linn County.
3) Student must complete a FAFSA and have been offered federal and state aid.
4) Students must have an Expected Family Contribution (EFC) of 7,000 or less.
5) Students must maintain Satisfactory Academic Progress (SAP).

Awarding

Students will be awarded the Linn County Grant after being awarded their federal and state aid. The initial amount for all students is $3000 for the spring 2023 semester. The grant is pro-rated based on enrollment level. Only classes that fulfill a requirement on the student’s degree audit are considered when determining enrollment level. The student’s enrollment level is based on the enrollment level at the Pell Recalculation Date.

<table>
<thead>
<tr>
<th>Awarding Parameters</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 3,000.00</td>
</tr>
<tr>
<td>$ 2,250.00</td>
</tr>
<tr>
<td>$ 1,500.00</td>
</tr>
<tr>
<td>$ 750.00</td>
</tr>
</tbody>
</table>

Funding

This grant is based on available county funding. If the total amount for all eligible students exceeds the available funding, students will be awarded on a first come, first serve basis based on FAFSA file date. Linn County and Kirkwood reserve the right to reduce grants awards based on available funding.

Awarding is planned for the spring 2023 semester. Additional grants may be awarded for summer 2023 and fall 2023 semesters if there is funding.
EXHIBIT B

Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees (“Recipient”) of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

1. **Compliance with Applicable Laws and Regulations.**

   The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

   a. *Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions (“Treasury Guidance”), the most recent revision of which is dated November 15, 2021;*

   b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;

   c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

   d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;


   f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;

   g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

   h. New Restrictions on Lobbying, 31 C.F.R. Part 21;

   i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Publications.

Recipient agrees that any publications produced with funds from this award must display the following language:

“This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury.”

3. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

a. A member of Congress or a representative of a committee of Congress;

b. An Inspector General;
c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court of grand jury; and/or

g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.


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

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
# AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

**Federal Awarding Agency:** U.S. Department of the Treasury  
**Federal Award Number:** SLFRP0336  
**Assistance Listing (CFDA):** 21.027 Coronavirus State and Local Fiscal Recovery Fund  
**Federal Award Date:** May 19, 2021  
**Subaward Number:** ARPA2022-205

<table>
<thead>
<tr>
<th>Pass-Through Entity (PTE):</th>
<th>Subrecipient:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linn County, Iowa</td>
<td>Indian Creek Nature Center</td>
</tr>
<tr>
<td>935 2nd Street SW</td>
<td>5300 Otis Rd SE</td>
</tr>
<tr>
<td>Cedar Rapids, IA</td>
<td>Cedar Rapids, IA 52403-7100</td>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

**Subaward Budget Period**  
Start date: 5/1/2022  
End date: 12/31/2024

**Period of Performance**  
Start date: 5/1/2022  
End date: 12/31/2024

**Amount of federal funds obligated by this action:** $250,000.00

**Total amount of the federal funds obligated to the Subrecipient:** $250,000.00

**Total amount of the federal funds committed to the Subrecipient:** $250,000.00

**Project Title:** Education Expansion at Indian Creek Nature Center

**Is Project for Research & Development?**  
☐ Yes  ☒ No

## 1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to INDIAN CREEK NATURE CENTER ("Subrecipient") for the Education Expansion at Indian Creek Nature Center Project.

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.
Subrecipient’s performance under this Agreement is subject to the applicable requirements published in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the “Uniform Guidance.”

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the “Effective Date”) and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) 12/31/2026

3. Grant Funding.

The Subrecipient shall use the Subaward solely for the Education Expansion at Indian Creek Nature Center Project.

The County agrees to provide up to $250,000.00 to the Subrecipient from the County’s share of its ARPA allotment, to be used for the Education Expansion at Indian Creek Nature Center Project. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. Reporting and Invoicing.

The Subrecipient may submit invoices and or detailed reports to account for expenditure of funds to the County on a monthly basis, but no less than quarterly. Due dates for the quarterly reports are available on EXHIBIT A.

Invoices and reports shall be submitted to:

Linn County Finance & Budget  
Attn: Sonia Evans, Senior Accountant  
935 2nd Street SW  
Cedar Rapids, IA 52404  
Sonia.evans@linncountyiowa.gov

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:
"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5. **Monitoring.**

Subrecipient shall permit the County to monitor the Subrecipient, including:

a. Reviewing financial and performance reports required by the County.

b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.

c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower-level Subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

6. **Maintenance of Records.**

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

7. **Closeout.**

The closeout report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as require herein, unspent cash advances, program income balances, and
accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

8. **Events of Default.**

   The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:
   
   a. A breach of any term of this Agreement;
   
   b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement
   
   c. Failure to comply with applicable federal, state, and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
   
   d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information
   
   e. Engaging in conduct that has or may expose the other Party to liability

9. **Notice of Default.**

   The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outline in paragraph 9, either concurrently or consecutively.

10. **Remedies.**

   If an Event of Default occurs, the County may:
   
   a. Exercise any corrective or remedial actions, to include but not be limited to:
      
      i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance;
      
      ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
      
      iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question.
   
   b. Temporarily withhold cash payment pending correction of the deficiencies
c. Disallow all or part of the cost of the activity or action not in compliance

d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds

e. Recommend suspension or debarment proceedings by U.S. Treasury

f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

11. Termination.

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

12. Procurement.

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”) of the Uniform Guidance.

13. Conflicts of Interest.

Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated except in writing with the consent of both parties.

15. **Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. **Notices**

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notifies at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely on the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

17. **Defense and Indemnification.**

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

18. **Severability.**

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

19. **Status of Subrecipient.**

Nothing in this agreement constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this agreement prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and,
except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

20. Assignment.

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

21. Entire Agreement.

This agreement constitutes the entire agreement between the parties for the Education Expansion at Indian Creek Nature Center Project and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

The Subrecipient declares that to its best knowledge, it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including but not limited to all of the following:

a. Section 501;

b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;

c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;

d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;

h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

i. New Restrictions on Lobbying, 31 C.F.R. Part 21;

j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

23. Publications.

Subrecipient agrees that any publications produced with funds from this award must display the following language:
"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

24. **Protections for Whistleblowers.**

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

a. A member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court of grand jury; and/or

g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. **Seat Belt Use.**

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

26. **Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

27. **Certification Regarding Government-Wide Restrictions on Lobbying.**

The Subrecipient certifies, to the best of his or her knowledge and belief, that:
a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

28. Eligibility.

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at https://www.sam.gov/.

29. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.
IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this __________ day of __________________, 2022.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

__________________________________________________
Board Chair

__________________________________________________
Date

SUBRECIPIENT:
INDIAN CREEK NATURE CENTER

__________________________________________________
Authorized Representative

1/11/23

__________________________________________________
Date
EXHIBIT A

Statement of Work

The goal of the Education Expansion at Indian Creek Nature Center Project is to increase the number of children served daily and expand access to all families. The Project funds will be used to prepare for and aid in the construction of an outdoor classroom. The program will operate and follow the estimated budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

<table>
<thead>
<tr>
<th>Year</th>
<th>Quarter</th>
<th>Period Covered</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2022</td>
</tr>
<tr>
<td>2022</td>
<td>1</td>
<td>January 1 - March 31</td>
<td>April 15, 2022</td>
</tr>
<tr>
<td>2022</td>
<td>2</td>
<td>April 1 - June 30</td>
<td>July 15, 2022</td>
</tr>
<tr>
<td>2022</td>
<td>3</td>
<td>July 1 - September 30</td>
<td>October 15, 2022</td>
</tr>
<tr>
<td>2022</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2023</td>
</tr>
<tr>
<td>2023</td>
<td>1</td>
<td>January 1 - March 31</td>
<td>April 15, 2023</td>
</tr>
<tr>
<td>2023</td>
<td>2</td>
<td>April 1 - June 30</td>
<td>July 15, 2023</td>
</tr>
<tr>
<td>2023</td>
<td>3</td>
<td>July 1 - September 30</td>
<td>October 15, 2023</td>
</tr>
<tr>
<td>2023</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2024</td>
</tr>
<tr>
<td>2024</td>
<td>1</td>
<td>January 1 - March 31</td>
<td>April 15, 2024</td>
</tr>
<tr>
<td>2024</td>
<td>2</td>
<td>April 1 - June 30</td>
<td>July 15, 2024</td>
</tr>
<tr>
<td>2024</td>
<td>3</td>
<td>July 1 - September 30</td>
<td>October 15, 2024</td>
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<tr>
<td>2024</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2025</td>
</tr>
<tr>
<td>2025</td>
<td>1</td>
<td>January 1 - March 31</td>
<td>April 15, 2025</td>
</tr>
<tr>
<td>2025</td>
<td>2</td>
<td>April 1 - June 30</td>
<td>July 15, 2025</td>
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<tr>
<td>2025</td>
<td>3</td>
<td>July 1 - September 30</td>
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</tr>
<tr>
<td>2025</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2026</td>
</tr>
<tr>
<td>2026</td>
<td>1</td>
<td>January 1 - March 31</td>
<td>April 15, 2026</td>
</tr>
<tr>
<td>2026</td>
<td>2</td>
<td>April 1 - June 30</td>
<td>July 15, 2026</td>
</tr>
<tr>
<td>2026</td>
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<td>2026</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2027</td>
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</table>
## Indian Creek Nature Center
### Education Expansion Budget

<table>
<thead>
<tr>
<th>Category</th>
<th>ARPA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expansion Planning</td>
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</tr>
<tr>
<td>Architectural Professional Services for Schematic Design</td>
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<td>$45,000</td>
</tr>
<tr>
<td>Marketing Strategy, Planning, and Implementation</td>
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<td>$45,000</td>
</tr>
<tr>
<td>Site Preparation</td>
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<td></td>
</tr>
<tr>
<td>Site Preparation for Outdoor Classroom Area</td>
<td>$75,000</td>
<td>$75,000</td>
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<tr>
<td>Site Expansion/Outdoor Classroom/Facility Expansion</td>
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<tr>
<td>Project Management</td>
<td>$60,000</td>
<td>$60,000</td>
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<tr>
<td>Administrative Overhead</td>
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<td></td>
</tr>
<tr>
<td>Overhead</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
<tr>
<td></td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
</tbody>
</table>
EXHIBIT B

Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

1. Compliance with Applicable Laws and Regulations.

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

a. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;

b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;

c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;


f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;

g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

h. New Restrictions on Lobbying, 31 C.F.R. Part 21;

i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

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b. An Inspector General;
c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

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6. **Certification Regarding Government-Wide Restrictions on Lobbying.**

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

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Fcrm to Report Federal Lobbying" in accordance with its instruction.
Purchase Order
#: PO430
1/10/2023

Vendor
ADVANCED DRAINAGE SYSTEMS INC
4640 TRUEMAN BLVD
HILLIARD OH 43026
United States

TOTAL
$11,100.00
Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. Important This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless asserted to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

<table>
<thead>
<tr>
<th>Department</th>
<th>Department Contact</th>
<th>Contact Telephone</th>
<th>Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>61-ENGINEER</td>
<td>JERAD KELLEY</td>
<td>(319) 892-6430</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Units</th>
<th>Item</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>FT</td>
<td>CULVERT - PLASTIC</td>
<td>HDPE ROUND PIPE - 15&quot;X20'</td>
<td>$187.40</td>
<td>$4,685.00</td>
</tr>
<tr>
<td>25</td>
<td>FT</td>
<td>CULVERT - PLASTIC</td>
<td>HDPE ROUND PIPE - 18&quot;X20'</td>
<td>$256.60</td>
<td>$6,415.00</td>
</tr>
</tbody>
</table>

Memo: HDPE CULVERTS

Total $11,100.00

Bill To
Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To
SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States
### Entrance Culverts

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Diam(in)</th>
<th>Length(ft)</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HDPE Round Pipe</td>
<td>15</td>
<td>20</td>
<td>25</td>
<td>$187.40</td>
<td>$4,685.00</td>
<td>$218.00</td>
<td>$5,450.00</td>
<td>$5,150.00</td>
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<td>2</td>
<td>HDPE Round Pipe</td>
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<td>$6,415.00</td>
<td>$289.00</td>
<td>$7,225.00</td>
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<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$11,100.00</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$11,900.00</strong></td>
</tr>
</tbody>
</table>

**Note:**
- **ADS Pipe**
  - 2761 Old Quaas Rd
  - Alburnett, IA
  - (319) 270-2271

- **Metal Culverts, Inc.**
  - PO Box 330
  - Jefferson City, MO 65102
  - (573) 636-7312

- **Northern Iowa Const Products**
  - PO Box 631
  - Cedar Falls, IA 50613
  - (319) 290-4821

---

**Contact Information:**
- samuel.kuster@ads-pipe.com
- sales@metalculverts.com
- niemannkp@hotmail.com
RESOLUTION NO. 2023-1-

RESOLUTION FIXING THE 1/1/2022 UTILITY VALUATIONS PAYABLE 2023-2024

WHEREAS, Iowa Code Sections 434.22 (railway), 437.10 (electric) and 438.15 (pipeline) establishes that the county board of supervisors shall enter into the minute book an order describing and fixing the miles, assessed valuations, and taxable valuations for state assessed utilities; and

WHEREAS, the Iowa Department of Revenue fixes and publishes a schedule of the miles, assessed valuations, and taxable valuations annually on their public website for the County Auditor to retrieve and input into their local tax system; and

WHEREAS, the miles, assessed valuations, and taxable valuations for the 1/1/2022 utilities payable in 2023-2024 are as follows:

<table>
<thead>
<tr>
<th>Utility</th>
<th>Miles</th>
<th>Assessed Valuation</th>
<th>Rollback</th>
<th>Taxable Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pipeline/Water/Steam</td>
<td>n/a</td>
<td>$18,759,157</td>
<td>100%</td>
<td>$18,759,157</td>
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<tr>
<td>Railroad</td>
<td>94.210</td>
<td>$82,586,266</td>
<td>Two Tier</td>
<td>$74,126,594</td>
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<tr>
<td>Total Centrally Assessed</td>
<td></td>
<td>$101,345,423</td>
<td></td>
<td>$92,885,751</td>
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<tr>
<td>1-Electric</td>
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<td>$1,078,244,848</td>
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<td>$184,196,868</td>
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<tr>
<td>2-Production</td>
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<td>$414,752,986</td>
<td>n/a</td>
<td>$52,045,148</td>
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<tr>
<td>3-Gas</td>
<td>n/a</td>
<td>$112,481,151</td>
<td>n/a</td>
<td>$30,614,376</td>
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<tr>
<td>6-Transmission</td>
<td>n/a</td>
<td>$524,119,969</td>
<td>n/a</td>
<td>$108,089,277</td>
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<tr>
<td>7-Distribution</td>
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<td>$59,313,955</td>
<td>n/a</td>
<td>$5,560,094</td>
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<td>Total Gas and Electric</td>
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<td>$2,188,912,909</td>
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<td>$380,505,763</td>
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<tr>
<td>Grand Total</td>
<td></td>
<td>$2,290,258,332</td>
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<td>$473,391,514</td>
</tr>
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</table>

WHEREAS, the Linn County Auditor has a detailed listing of the above by company and taxing district on file; now

THEREFORE BE IT HEREBY RESOLVED by the Board of Supervisors of Linn County, Iowa, that it is hereby ordered that the above stated miles, assessed valuations, and taxable valuations in Linn County, Iowa, are hereby ordered and fixed accordingly.

PASSED AND APPROVED this 18th day of January, 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Vice Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

AYE:          NAY:          ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor