

**BOARD OF SUPERVISORS**

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Louis J. Zumbach**

**JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCounty.org



**LINN COUNTY BOARD OF SUPERVISORS  
MEETING AGENDA**

Monday, June 7, 2021

11 a.m.

Formal Board Room—Jean Oxley Public Service Center  
935 2nd St. SW, Cedar Rapids, IA

**Call to Order**

**Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

**Minutes**

Discuss and decide on meeting minutes.

Discuss appropriation requests for economic development organizations from FY22 budgeted funds totaling \$50,000.00

Discuss Fiscal Year 2021 Eide Bailly Audit Engagement Letter

**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.

**Payroll Authorizations**

Discuss and decide on Employment Change Roster (payroll authorizations).

**Claims**

Discuss and decide on claims.

**Correspondence**

**Appointments**

**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@linncounty.org](mailto:bd-supervisors@linncounty.org).



May 13, 2021

Linn County Supervisors  
935 2<sup>nd</sup> Street SW  
Cedar Rapids, IA 52404

Dear Board of Supervisors,

I am writing to request Economic Development Funding. The Marion Chamber is moving from City Hall to a highly visible historic building at 1070 7<sup>th</sup> Avenue. This move will allow us to expand our operations and provide more opportunities for the business community. Our new space will have a large conference room with an occupancy of 30, a smaller conference room with 8- person occupancy, a café space for networking and the most exciting addition is a visitor's center and retail space. With the addition of Prospect Meadows, Marion is benefitting from the new visitor traffic and we want to make sure they have a good experience when they are in the area.

Our renovations, signage and start up retail product budget is \$78,000. The Marion Chamber would like Linn County's partnership on this new endeavor and request assistance in the \$15,000-\$25,000 range which would be a significant boost as we make this growth move. This is an exciting time for Marion and Linn County. We appreciate your continued partnership!

Sincerely,

A handwritten signature in black ink that reads "Jill Ackerman". The signature is written in a cursive, flowing style.

Jill Ackerman  
President



May 21, 2021

Linn County Board of Supervisors  
935 2<sup>nd</sup> St. SW  
Cedar Rapids, IA 52404

Dear Board of Supervisors:

Thank you for the many years of support provided to the Economic Alliance. Our partnership has yielded strong results in economic growth, business support and community development – perhaps more than ever in the unprecedented past year.

We ask your consideration of a \$32,500 investment in our organization for FY 22, still less than the \$40k to \$50k levels of most prior years but building back up from the \$25k provided last year.

The Economic Alliance serves more than 1,200 business members representing 92,000 employees, almost entirely in Linn County. The last year has been a surprisingly strong one for economic development projects. The \$548 million in projects was the second best in the last five years, and that number doesn't include residential projects nor service industry or small business projects that add to economic impact. We had more state awards for job-creation projects in the past year than any other region in the state, even besting Des Moines. Brownfield grant awards to redevelopment projects neared record levels, too.

The work we do has a direct correlation to growing the tax base that drives revenue to deliver Linn County services and keeps taxes in check. But it's not just the dollars and cents. With small business in dire straits from the pandemic, for example, we shifted resources to write grants, provide information on ever-changing programs and pandemic conditions, and bring technical and financial assistance to the smallest of businesses. Whatever the circumstance, we are going to be there to help businesses and help the community in various ways.

Our current strategic plan is attached. The growth goals are aggressive, and we'd like to come to the Board periodically to update you on progress and be accountable to each and every priority. We hope our efforts are deemed worthy of your investment and your continued partnership with us.

Sincerely,

Doug Neumann, Executive Director  
Cedar Rapids Metro Economic Alliance

319/398.5317

501 First Street SE  
Cedar Rapids, IA 52401

cedarrapids.org

## VISION:

TO BE THE TOP ECONOMIC GROWTH REGION IN THE COUNTRY.

## MISSION:

TO DRIVE ECONOMIC, WORKFORCE AND POPULATION GROWTH STRATEGIES, AND TO HELP BUSINESSES SUCCEED.

## VALUES:

WE VALUE OUR MEMBERS AND STRIVE TO EXCEED THEIR EXPECTATIONS.

WE EMBRACE INNOVATION IN OUR WORK.

WE FOCUS ON COLLABORATIVE RELATIONSHIPS IN EVERYTHING WE DO.

WE ARE COMMITTED TO A HIGH-PERFORMANCE CULTURE, CENTERED ON CORE COMPETENCIES.

PROUD TO BE IN





**Our Mission**  
To drive economic, workforce and population growth strategies, and to help businesses succeed.

**Our Vision**  
To be the top economic growth region in the country.

## STRATEGIC PLAN 2021

Key Indicators: GDP Growth - Workforce Growth - Member Satisfaction

### Economic Development & Workforce

**The Economic Alliance leads regional efforts to attract, retain and expand growth-oriented businesses and the regional workforce.**

- **Lead efforts to secure financial incentives and promote initiatives related to economic growth**
  - » Assist companies and developers to create, in the next five years 4,000 jobs and 15 new businesses as part of \$2 billion in total capital investment
  - » Assist in development of a 5-Year Regional Economic Development Plan, collaborating with businesses, developers, cities, counties and economic development partners to determine a post-Covid pandemic economic growth strategy for the region
  - » Transition former coalitions of ICR Iowa (Diversity/Inclusion, Talent/Workforce) to sustain momentum of the coalitions and ensure focus on initiatives directly related to inclusive economic growth
- **Attract business and grow workforce in our seven-county region**
  - » Provide services or connections that substantively add to workforce of at least three area companies, including direct assistance to crafting and submitting proposals for state funding programs such as the Employer Innovation Fund and other components of Future Ready Iowa
  - » Connect area college students and interns to economic opportunity and quality of life experiences that improve the likelihood they will take or keep jobs in the region by creating an early-career Talent Hub with at least 50 students, conducting Ignite ICR programming that attracts at least 200 participants and offering other programs that grow the talent development pipeline and encourage internship programs
  - » Lead regular meetings of rural and urban economic developers in the ICR region, providing training, programming, public policy connections, project leads and any necessary assistance to help drive business and workforce growth
- **Provide expert resources and data, and connect members to additional resources, as needed, from local governments, economic and community development organizations**
  - » Complete 410 substantive meetings with corporate decisionmakers, differentiating strategies for out-of-state vs. ICR-area headquartered companies; analyze collective information and communicate trends and highlights to business community
  - » Increase by 10% the number of businesses referred to job training, property redevelopment, job creation/capital investment and other economic incentive programs
  - » Conduct quarterly programs on emerging issues / strategies of value and through other communications vehicles provide at least six times a year information on economic trends and data related to existing industries and emerging business opportunities



## Public Policy

**The Economic Alliance educates, engages and advocates for economic growth policies on the local, state and federal levels.**

- **Align and partner with like-minded organizations to advocate as one voice and promote Economic Alliance public policy priorities**
  - » Work with others in multiple efforts to advocate and educate for the protection of tax credit programs and other economic development incentives from local, state & federal programs including Research Activities Credits, Brownfield/Grayfield grants and housing programs
  - » Use our leadership positions through our involvement in statewide and national organizations to promote Economic Alliance public policy priorities
  - » Build and strengthen relationships with and among urban and rural stakeholders, advocates and legislators throughout the region to advance our shared interests
- **Strategically engage to drive major initiatives that lead to transformational improvement locally, regionally and statewide**
  - » Demonstrate legislative progress on fair chance hiring, childcare solutions, the hemp industry, criminal justice reform and immigration as a part of our efforts to grow a skilled workforce and open new markets
  - » Gain agreement among broad stakeholders on policy positions and funding assistance that would impact population growth through placemaking and quality of life projects
  - » Explore options to determine our role in championing the extension of Linn County's Local Option Sales Tax, which has generated municipal revenue for infrastructure, community improvements and tax relief that help drive economic growth
- **Educate and connect our members and stakeholders to leverage their influence**
  - » Encourage members to communicate our message of civility and cooperative debate at all levels of government and support elected officials who work together to focus on serving our communities
  - » Provide members with opportunities to echo Economic Alliance advocacy messages with elected officials during crucial times of decision-making, particularly with issues listed in our strategic plan
  - » Garner appointments of regional leaders in alignment with the Economic Alliance to targeted boards, commissions or task forces



May 14, 2021

To: Linn County Board of Supervisors  
CC: Brent Oleson, Deputy Director of Policy & Community Relations  
Re: Request FY 2022 Economic Development Investment

Dear Chairman Walker and the Linn County Board of Supervisors:

On behalf of Marion Economic Development Corporation and our Board of Directors, thank you for your partnership and investment in the economic development initiatives that MEDCO leads in the community. We are grateful for the Board of Supervisor's continued partnership as a valued investor in the community and organization.

As I presented to the board on February 22, 2021, we reflected on a highly challenging yet very rewarding year supporting existing industry and attracting new investment to the community, while continuing to drive new programs through Community Promise in partnership with our K-12 educators. Please take time to review our annual report at [www.medcoiowa.org/annualreport](http://www.medcoiowa.org/annualreport).

We are pleased to have Supervisor Zumbach seated on the MEDCO Board of Directors and thankful to have the voice of the Supervisors always represented on our leadership team. Over the past several years, your continued financial partnership as a "Leadership Level Investor" has recognized the strong ROI that our work brings not only to the Marion community, but all of Linn County.

**We respectfully request that the Board of Supervisors approve financial support of \$12,500 for FY2022 as a Leadership Level Investor (see attached).**

Thank you for your consideration. Please contact me with any additional questions.

Sincerely,

A handwritten signature in blue ink that reads "Nick Glew".

Nick Glew, President  
Marion Economic Development Corporation

## Leadership Level Investor \$11,000+

- Leadership level investors receive the highest level of recognition for demonstrating superior commitment to the community
- Free table sponsorship and admission for 10 to the MEDCO Annual Business Luncheon
- Premier advertising and complimentary listing as 'Leadership Investor' on all MEDCO marketing platforms
- Prospective business development updates (access to unpublished details)
- Recognition at all events hosted by MEDCO
- All Diamond Investor Benefits

## Diamond Investor - \$7,500 - 10,999

- Company logo prominently displayed in MEDCO lobby
- Invitation to participate in annual strategic planning
- All Platinum Investor Benefits

## Platinum Investor \$5,500 - \$7,499

- Seat on MEDCO Leadership Council – This group of business leaders meets twice a year to lend support and expertise that further the MEDCO mission. This team is also called upon to serve as community ambassadors when hosting state and federal officials as well as business prospects.
- Complimentary advertising on MEDCO homepage
- Free admission for four company executives to MEDCO Annual Business Luncheon
- Logo displayed at all MEDCO events
- Annual Business feature included in print newsletter
- All Gold Investor benefits

## Gold Investor \$2,750 - \$5,499

- First privilege to sponsor MEDCO events
- Annual VIP reception with community leaders
- Enhanced online business directory listing
- All Silver Investor benefits

## Silver Investor \$1,100 - \$2,749

- Listed as 'Investor of the Week' on biweekly MEDCO E-Newsletter
- Opportunity to be nominated and elected to MEDCO Board of Directors
- Eligibility to serve on ad hoc board committees and other MEDCO work groups
- All Bronze Level benefits

## Bronze Investor \$550 - \$1,099

- Invitations to all MEDCO events
- Recognized in Annual Report
- Recognized as an investor on website (with logo)
- Online business directory listing (with logo) – Reach 16,000 unique visitors per year
- Special recognition gift for investing in MEDCO

## Community Promise 10% Voluntary Contribution



MEDCO Partners have the opportunity to contribute additional dollars to exclusively fund Community Promise. This is our community strategy to support workforce development, the greatest challenge identified by our business partners. This voluntary contribution will be added to annual investor invoices.



June 4, 2021

Ms. Dawn Jindrich, Finance Director  
Board of Supervisors  
County of Linn, Iowa  
Administrative Office Building  
935 2nd Street SW  
Cedar Rapids, IA 52404

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the County of Linn, Iowa (County) as of June 30, 2021, and for the year then ending, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. In addition, we will audit the entity's compliance over major federal award programs for the period ending June 30, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of the County's Proportionate Share of the Net Pension Liability.
4. Schedule of County Contributions (Pension).
5. Schedule of Changes in County's Total OPEB Liability and Related Ratios.

Supplementary information other than RSI will accompany the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:



1. Combining Fund Financial Statements.

### **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section – No opinion or any assurance provided.
2. Statistical Section – No opinion or any assurance provided.

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the County's basic financial statements. Our report will be addressed to the governing body of the County. We cannot provide assurance that any unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on compliance for each major federal program and report on internal control over compliance required by the Uniform Guidance upon completion of our audit.

### **Audit of Major Program Compliance**

Our audit of the County's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;

10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to any nonattest services we perform, we agree to perform the following:

- Completion of the auditee's portion of the Data Collection Form

The County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Fees and Timing**

Brian Unsen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in June 2021.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered monthly and are payable upon presentation. We agree that our gross fee, including expenses, for the audit will not exceed \$63,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

### **Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the State and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. The parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

*Government Auditing Standards* require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

## **DISPUTE RESOLUTION**

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

### ***Mediation***

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Dubuque, Iowa.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

**INDEMNITY**

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of the Board of Supervisors, elected officials, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

**ASSIGNMENTS PROHIBITED**

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Brian Unsen, CPA  
Partner

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**RESPONSE:**

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the County of Linn, Iowa by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_