

BOARD OF SUPERVISORSDistrict 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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, January 19, 2022

11 a.m.

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

Approve and authorize the Chair to sign a Vacancy Form requesting a temporary part-time 30 hours per week custodian to cover an extended medical leave for the Facilities Department.

Approve and authorize Chair to sign a Vacancy Form requesting a Communications Specialist for Public Health.

Approve and authorize Chair to sign a Vacancy Form requesting a Health Equity Program Manager for Public Health.

Approve and authorize Chair to sign a Vacancy Form requesting a Senior Environmental Chemist for Public Health.

Reports

Receive and place on file the Recorder's Quarterly Report for October 1 through December 31, 2021.

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursement for the month of December, 2021.

Receive and place on file Treasurer's Semi-Annual and Semi-Annual Settlement Reports.

Resolutions

Resolution to approve a Residential Parcel Split for Kettelkamp First Addition, case JPS21-0019.

Resolution to approve a final plat to be named Wall & Walvatne First Addition, case JF21-0027

Contract and Agreements

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the Housing Fund for Linn County for the Linn County Providing Assistance to Community Homeowners (PATCH) Program for up to \$1,000,000 with a performance period of November 17, 2021 through September 30, 2023.

Approve and authorize Linn County Juvenile Detention and Diversion Services Director to electronically sign a Memorandum Of Understanding between Mental Health/Disability Services of the East Central Region and Linn County Juvenile Detention and Diversion Services effective immediately thru June 30th, 2022 for an amount of \$10,000.

Approve and authorize Chair to sign a Decat Contract # DCAT4-22-035 between Linn County and the Iowa Department of Human Services for Professional Development Trainings and Coordination Services, effective February 1, 2022 through June 30, 2023 with a cost not to exceed \$25,000.

Approve purchase order #PO229 to CDWG to purchase 5 Microsoft Surface Pro tablets for Options totaling \$9,782.60.

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 Sustainability and Resiliency Committee member appointments.

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.

Board Member Reports

Legislative Update--Discuss and decide on action related to proposed legislation

Correspondence

Appointments

**1:30
Formal Board Room**

Review of proposed Fiscal Year 2023 budget for Emergency Management Agency

Review of proposed Fiscal Year 2023 budget for the Auditor

Review of proposed Fiscal Year 2023 budget for State Welfare

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.

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: PT30 CUSTODIAN

DEPARTMENT: FACILITIES

SHIFT/HOURS: Monday-Friday 5 PM - 11PM

VACANCY DATE: 1/14/22

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☒ OTHER: _____

NEW POSITION FUNDING SOURCE(S):

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): Kim Humbles is going on medical leave and I need someone to fill her position.

POSITION TYPE:

☐ FULL-TIME ☒ PART-TIME 30 # of hours/week ☒ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☒ Maintenance ☐ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: Becky Marx
DEPARTMENT HEAD (original signature required)

1/7/22

DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: Temporary coverage for medical leave

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Linda Powell
HUMAN RESOURCES DIRECTOR

1-10-22

DATE

APPROVED BY: Bob Jones
FINANCE/BUDGET DIRECTOR

1/11/22

DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

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CEDAR RAPIDS, IA 52404
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LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Communications Specialist

DEPARTMENT: Public Health

SHIFT/HOURS: 8:00 AM - 4:30 PM

VACANCY DATE: ASAP

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☒ OTHER: Community communication

NEW POSITION FUNDING SOURCE(S):

Department reorganization. Eliminated three upper management positions.

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME ____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☒ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: _____

DEPARTMENT HEAD (original signature required)

1.09.2022
DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____

STARTING SALARY: \$53,248 (\$25.60)

HR DIRECTOR COMMENTS: Existing position -

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: _____

HUMAN RESOURCES DIRECTOR

1-12-22
DATE

APPROVED BY: _____

FINANCE/BUDGET DIRECTOR

1/13/22
DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☒ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Health Equity Program Manager

SHIFT/HOURS: 8:00 AM - 4:30 PM

DEPARTMENT: Public Health

NUMBER OF POSITIONS: 1

VACANCY DATE: ASAP

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

NEW POSITION FUNDING SOURCE(S):
Reorganization of department. Eliminating three upper management staff positions.

☐ GRANT FUNDING

☐ OTHER: _____

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☒ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: Pramod Dwivedi
Pramod Dwivedi
c=Prmod Dwivedi, o=Linn County Public Health,
ou=Health Director, email=health@linncounty.org, c=US
2022.01.07 14:34:58 -0500

DEPARTMENT HEAD (original signature required)

DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: 40B STARTING SALARY: \$66,394 (\$31.92)

HR DIRECTOR COMMENTS: Uniq Negotiated with Union & approved @ Draft 40

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: [Signature]
HUMAN RESOURCES DIRECTOR

1-12-22
DATE

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

1/13/22
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☒ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Senior Environmental Chemist

DEPARTMENT: Public Health

SHIFT/HOURS: 8:00 AM - 4:30 PM

VACANCY DATE: ASAP

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if

applicable): ☐ BUDGET OFFER

NEW POSITION FUNDING SOURCE(S):

Tax Dollars already in FY24 Budget

☐ GRANT FUNDING

☒ OTHER: Upgrading position due to add'l responsbi

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME ____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☒ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: Pramod Dwivedi
Pramod Dwivedi
on=Pramod Dwivedi, ce=Linn County Public Health,
ourHealth Director, email=health@linncounty.org, c=US
2022.01.07 14:45:47 -05'00'

DEPARTMENT HEAD (original signature required)

DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: HOB STARTING SALARY: \$66,393 (\$31.92)

HR DIRECTOR COMMENTS: Wage negotiated with union & approved @ grade 40

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Ronald Powell
HUMAN RESOURCES DIRECTOR

DATE 1-12-22

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

DATE 1/13/22

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

DATE

LINN COUNTY RECORDER'S OFFICE

Joan McCalmant | Recorder
Teresa Sackett | Deputy Recorder
Carolyn Siebrecht | Deputy Recorder
Chris Bys | Deputy Recorder

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5420 | FAX: 319-892-5459
LinnCounty.org



January 13, 2022

RECORDER'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

I, Joan McCalmant, Recorder/Registrar of Linn County, Iowa, hereby certify the following fees collected by the Linn County Recorder's Office from October 1, 2021 through December 31, 2021:

Fee type	Amount
Recording	\$ 307,958.00
RVVRS	\$ 5,878.75
Elsi	\$ 485.50
Revenue tax	\$ 154,033.66
UCC's	\$ 170.00
Copies	\$ 619.00
Auditors Transfer	\$ 14,075.00
Vitals	\$ 19,637.00
Passports	\$ 27,385.00
Interest	\$ 205.73
Boat Titles	\$ 490.00
Automation	\$ 13,409.00
Total	\$ 544,346.64

These fees were sent to the Linn County Treasurer's Office on January 13, 2022 and are represented on

CS13116

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Joan A. McCalmant', written over a circular embossed seal.

Joan A. McCalmant

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
RECEIPTS AND DISBURSEMENTS
MONTH OF DECEMBER 2021

RECEIVED

JAN 10 2022

LINN COUNTY AUDITOR

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,924,792.51		\$ 4,135,761.40		\$ 4,135,761.40	\$ 3,924,792.51
USE TAX	\$ 2,609,516.36		\$ 1,928,987.16		\$ 1,928,987.16	\$ 2,609,516.36
SURCHARGE	\$ 23,855.00		\$ 20,650.00		\$ 20,650.00	\$ 23,855.00
AMATEUR RADIO	\$ 75.00		\$ 65.00		\$ 65.00	\$ 75.00
BLACK OUT	\$ 39,433.00		\$ 39,476.00		\$ 39,476.00	\$ 39,433.00
BREAST CANCER	\$ 25.00		\$ 80.00		\$ 80.00	\$ 25.00
BRONZE STAR	\$ 15.00		\$ 10.00		\$ 10.00	\$ 15.00
CATTLEMAN	\$ 60.00		\$ 175.00		\$ 175.00	\$ 60.00
CHOOSE LIFE	\$ 50.00		\$ 30.00		\$ 30.00	\$ 50.00
ISU	\$ 245.00		\$ 265.00		\$ 265.00	\$ 245.00
U OF I	\$ 798.00		\$ 1,175.00		\$ 1,175.00	\$ 798.00
UNI	\$ 60.00		\$ 75.00		\$ 75.00	\$ 60.00
OTHER COLLEGE PL	\$ 135.00		\$ 360.00		\$ 360.00	\$ 135.00
PERS PLATE	\$ 1,937.00		\$ 2,017.00		\$ 2,017.00	\$ 1,937.00
DECAL	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
DUCKS UNLTD	\$ 20.00		\$ 30.00		\$ 30.00	\$ 20.00
EDUCATION	\$ 80.00		\$ 10.00		\$ 10.00	\$ 80.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 5,260.37		\$ 4,226.64		\$ 4,226.64	\$ 5,260.37
FALLEN OFFICER	\$ 105.00		\$ 30.00		\$ 30.00	\$ 105.00
FIREFIGHTER	\$ -		\$ 100.00		\$ 100.00	\$ -
FLY OUR COLORS	\$ 320.00		\$ 335.00		\$ 335.00	\$ 320.00
GOD BLESS	\$ 115.00		\$ 95.00		\$ 95.00	\$ 115.00
GOLD STAR FAMILY	\$ -		\$ -		\$ -	\$ -
HERITAGE	\$ 20.00		\$ -		\$ -	\$ 20.00
IOWA AG LITERACY	\$ -		\$ 20.00		\$ 20.00	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 15.00		\$ 35.00		\$ 35.00	\$ 15.00
MCYCLE RIDER	\$ 35.00		\$ -		\$ -	\$ 35.00
NAT'L GUARD	\$ 5.00		\$ -		\$ -	\$ 5.00
DNR	\$ 3,055.00		\$ 3,265.00		\$ 3,265.00	\$ 3,055.00
ORGAN DONOR	\$ 80.00		\$ -		\$ -	\$ 80.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 30.00		\$ 20.00		\$ 20.00	\$ 30.00

PURPLE HEART	\$ 25.00		\$ 10.00		\$ 10.00	\$ 25.00
PWD	\$ -		\$ 30.00		\$ 30.00	\$ -
USAF AIRFORCE	\$ 30.00		\$ 20.00		\$ 20.00	\$ 30.00
USAF ARMY	\$ 20.00		\$ 135.00		\$ 135.00	\$ 20.00
USAF COAST GUARD	\$ -		\$ -		\$ -	\$ -
USAF MARINES	\$ 5.00		\$ 30.00		\$ 30.00	\$ 5.00
USAF NAVY	\$ 15.00		\$ 35.00		\$ 35.00	\$ 15.00
SHARE THE ROAD	\$ 180.00		\$ 60.00		\$ 60.00	\$ 180.00
SHRINERS	\$ 15.00		\$ 10.00		\$ 10.00	\$ 15.00
SILVER STAR	\$ -		\$ -		\$ -	\$ -
VETERANS	\$ 415.00		\$ 320.00		\$ 320.00	\$ 415.00
VETS CROSS/MEDAL	\$ -		\$ -		\$ -	\$ -
ANATOMICAL FEES	\$ 444.21		\$ 569.62		\$ 569.62	\$ 444.21
ADMIN FEES	\$ -		\$ -		\$ -	\$ -
MAIL PROCESSING	\$ 21,508.00		\$ 20,161.00		\$ 20,161.00	\$ 21,508.00
NSF FEES	\$ 559.00		\$ 334.00		\$ 334.00	\$ 559.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 6,633,358.45	\$ -	\$ 6,159,012.82	\$ -	\$ 6,028,012.82	\$ 6,502,358.45

LINN COUNTY TREASURER

Shaun Long

SEMI-ANNUAL SETTLEMENT
BOARD OF SUPERVISORS
LINN COUNTY, IOWA
FROM JULY 1, 2021, THROUGH DECEMBER 31, 2021

TREASURER: SHARON K. GONZALEZ
AUDITOR: JOEL MILLER

I CERTIFY THE BELOW IS TRUE AND
CORRECT PER CASH BOOK, AS OF
12/31/2021

VERIFIED AND FOUND CORRECT AS OF
12/31/2021

Sharon Gonzalez
COUNTY TREASURER

COUNTY AUDITOR

RECEIVED
JAN 10 2022
LINN COUNTY AUDITOR

FUNDS	TREASURERS	LEDGER BALANCE	PARTICULARS	TOTAL AMOUNT
AUTOMOBILE LICENSE		3,924,792.51	CASH IN BANK**SEE DEPOSITORIES BELOW	\$6,764,401.96
USE TAX		2,609,516.36		
SURCHARGE		23,855.00	SUCCEEDING YEAR DEPOSITS	
AMATEUR RADIO		75.00		
BLACK OUT		39,433.00	BANK SERVICE CHARGES	(657.34)
BREAST CANCER		25.00		
BRONZE STAR		15.00	RECORDER'S ECOMM	11.95
CATTLEMAN'S		60.00		
CHOOSE LIFE		50.00		
ISU		245.00		
U OF I		798.00	OTHER ITEMS - DETAIL	
UNI		60.00		
COLL MISC		135.00	UNCOLLECTED NSF'S	\$3,701.66
PERS PLATE		1,937.00		
DECAL		5.00	DEPOSIT UNRELATED TO BUSINESS	\$113,050.74
DUCKS UNLIMITED		20.00		
EDUCATIONAL		80.00	DEALER ESCROW	(\$378,807.86)
EMS		0.00		
EV/PHEV		5,260.37	PENDING NSF	\$0.00
FALLEN OFFICER		105.00		
FIREFIGHTER		0.00		
FLY OUR COLORS		320.00		
GOD BLESS		115.00		
GOLD STAR FAMILY		0.00		
HERITAGE		20.00		
IOWA AG LITERACY		0.00	TOTAL CASH ON HAND AND IN BANKS	\$6,501,701.11
LEGION OF MERIT		0.00		
LOVE OUR KIDS		15.00	BALANCE IN DEPOSITORIES AS FOLLOWS	
MOTORCYCLE RIDER		35.00		
NATL GUARD		5.00	NAME OF BANK	
DNR		3,055.00	CHECKING	
ORGAN DONOR PLATE		80.00	PROPERTY TAX	
PEARL HARBOR		0.00	DEPOSITS	
POW		0.00	IN-TRANSIT	
PROFESSIONAL FIRE		30.00	ACH	
PURPLE HEART		25.00	OUTSTANDING	
PWD		0.00	CHECKS	
AIR FORCE		30.00	OUTSTANDING	
ARMY		20.00	TREASURER'S	
COAST GUARD		0.00	NET BALANCE	
MARINES		5.00		
NAVY		15.00	US BANK	
SHARE THE ROAD		180.00	\$8,492,603.81	
SHIRNERS		15.00	-\$1,962,574.72	
SILVER STAR		0.00	\$249,885.70	
VETERANS		415.00		
VETS CROSS/MEDAL		0.00		
ANATOMICAL FUND		444.21		
ADMINISTRATIVE		0.00		
MAIL		21,508.00		
NSF FEES		559.00		
AUTO TRANSFERS		(131,000.00)		
BANK SERVICE CHARGES		(657.34)		
TOTAL		6,501,701.11	TOTAL CASH ON HAND AND IN BANKS	\$6,764,401.96

TREASURER'S SEMI-ANNUAL REPORT

FOR PERIOD FROM JULY 1, 2021 THROUGH DECEMBER 31, 2021

PARTICULARS	PREVIOUS BALANCE	RECEIPTS	DISB.	BALANCE	RECEIPTS	AMOUNT	DISBURSEMENTS	AMOUNT
AUTOMOBILE LICENSE	\$4,352,718.40	\$23,752,413.09	\$24,180,338.98	\$3,924,792.51	ON HAND	\$7,986,181.10		
USE TAX	\$3,621,105.51	\$16,773,653.27	\$17,785,242.42	\$2,609,516.36	AUTOMOBILE LICENSE	\$23,752,413.09	AUTOMOBILE LICENSE	\$24,180,338.98
SURCHARGE	\$39,030.00	\$165,245.00	\$180,420.00	\$23,855.00	USE TAX	\$16,773,653.27	USE TAX	\$17,785,242.42
AMATEUR RADIO	\$70.00	\$450.00	\$445.00	\$75.00	SURCHARGE	\$165,245.00	SURCHARGE	\$180,420.00
BLACK OUT	\$58,740.00	\$270,942.00	\$290,249.00	\$39,433.00	AMATEUR RADIO	\$450.00	AMATEUR RADIO	\$445.00
BREAST CANCER	\$25.00	\$427.00	\$427.00	\$25.00	BLACK OUT	\$270,942.00	BLACK OUT	\$290,249.00
BRONZE STAR	\$40.00	\$145.00	\$170.00	\$15.00	BREAST CANCER	\$427.00	BREAST CANCER	\$427.00
CATTLEMAN	\$100.00	\$475.00	\$515.00	\$60.00	BRONZE STAR	\$145.00	BRONZE STAR	\$170.00
CHOOSE LIFE	\$35.00	\$225.00	\$210.00	\$50.00	CATTLEMAN	\$475.00	CATTLEMAN	\$515.00
ISU	\$235.00	\$1,616.00	\$1,606.00	\$245.00	CHOOSE LIFE	\$225.00	CHOOSE LIFE	\$210.00
U OF I	\$1,354.00	\$6,968.00	\$7,524.00	\$798.00	ISU	\$1,616.00	ISU	\$1,606.00
UNI	\$75.00	\$439.00	\$454.00	\$60.00	U OF I	\$6,968.00	U OF I	\$7,524.00
MISC COLL	\$253.00	\$1,677.00	\$1,795.00	\$135.00	UNI	\$439.00	UNI	\$454.00
PERSONALIZED	\$2,644.00	\$12,587.00	\$13,294.00	\$1,937.00	MISC COLL	\$1,677.00	MISC COLL	\$1,795.00
DECAL	\$0.00	\$43.00	\$38.00	\$5.00	PERSONALIZED	\$12,587.00	PERSONALIZED	\$13,294.00
DUCKS UNLIMITED	\$65.00	\$225.00	\$270.00	\$20.00	DECAL	\$43.00	DECAL	\$38.00
EDUCATION	\$10.00	\$210.00	\$140.00	\$80.00	DUCKS UNLIMITED	\$225.00	DUCKS UNLIMITED	\$270.00
EMS	\$0.00	\$25.00	\$25.00	\$0.00	EDUCATION	\$210.00	EDUCATION	\$140.00
EV/PHEV	\$6,126.12	\$30,811.50	\$31,677.25	\$5,260.37	EMS	\$25.00	EMS	\$25.00
FALLEN OFFICER	\$90.00	\$495.00	\$480.00	\$105.00	EV/PHEV	\$30,811.50	EV/PHEV	\$31,677.25
FIREFIGHTER	\$25.00	\$430.00	\$455.00	\$0.00	FALLEN OFFICER	\$495.00	FALLEN OFFICER	\$480.00
FLY OUR COLORS	\$555.00	\$2,396.00	\$2,631.00	\$320.00	FIREFIGHTER	\$430.00	FIREFIGHTER	\$455.00
GOD BLESS	\$145.00	\$645.00	\$675.00	\$115.00	FLY OUR COLORS	\$2,396.00	FLY OUR COLORS	\$2,631.00
GOLD STAR FAMILY	\$5.00	\$5.00	\$10.00	\$0.00	GOD BLESS	\$645.00	GOD BLESS	\$675.00
HERITAGE PLATE	\$0.00	\$35.00	\$15.00	\$20.00	GOLD STAR FAMILY	\$5.00	GOLD STAR FAMILY	\$10.00
IOWA AG LITERACY	\$30.00	\$35.00	\$65.00	\$0.00	HERITAGE PLATE	\$35.00	HERITAGE PLATE	\$15.00
LEGION OF MERIT	\$0.00	\$0.00	\$0.00	\$0.00	IOWA AG LITERACY	\$35.00	IOWA AG LITERACY	\$65.00
LOVE OUR KIDS	\$30.00	\$105.00	\$120.00	\$15.00	LEGION OF MERIT	\$0.00	LEGION OF MERIT	\$0.00
MC RIDER EDUCATION	\$135.00	\$135.00	\$110.00	\$35.00	LOVE OUR KIDS	\$105.00	LOVE OUR KIDS	\$120.00
NATIONAL GUARD	\$0.00	\$25.00	\$20.00	\$5.00	MC RIDER EDUCATION	\$135.00	MC RIDER EDUCATION	\$110.00
DNR	\$4,326.00	\$21,900.00	\$23,171.00	\$3,055.00	NATIONAL GUARD	\$25.00	NATL GUARD	\$20.00
ORGN DONOR	\$80.00	\$255.00	\$255.00	\$80.00	DNR	\$21,900.00	DNR	\$23,171.00
PEARL HARBOR	\$0.00	\$0.00	\$0.00	\$0.00	ORGN DONOR	\$255.00	ORGAN DONOR	\$255.00
POW	\$0.00	\$0.00	\$0.00	\$0.00	PEARL HARBOR	\$0.00	PEARL HARBOR	\$0.00
PROFESSIONAL FIRE	\$10.00	\$125.00	\$105.00	\$30.00	POW	\$0.00	POW	\$0.00
PURPLE HEART	\$5.00	\$210.00	\$190.00	\$25.00	PROFESSIONAL FIRE	\$125.00	PROFESSIONAL FIRE	\$105.00
PWD	\$11.00	\$95.00	\$106.00	\$0.00	PURPLE HEART	\$210.00	PURPLE HEART	\$190.00
AIR FORCE	\$60.00	\$185.00	\$215.00	\$30.00	PWD	\$95.00	PWD	\$106.00
ARMY	\$30.00	\$245.00	\$255.00	\$20.00	AIR FORCE	\$185.00	AIR FORCE	\$215.00
COAST GUARD	\$10.00	\$0.00	\$10.00	\$0.00	ARMY	\$245.00	ARMY	\$255.00
MARINES	\$5.00	\$60.00	\$60.00	\$5.00	COAST GUARD	\$0.00	COAST GUARD	\$10.00
NAVY	\$15.00	\$105.00	\$105.00	\$15.00	MARINES	\$60.00	MARINES	\$60.00
SHARE THE ROAD	\$95.00	\$780.00	\$695.00	\$180.00	NAVY	\$105.00	NAVY	\$105.00
SHRINERS	\$35.00	\$75.00	\$95.00	\$15.00	SHARE THE ROAD	\$780.00	SHARE THE ROAD	\$695.00
SILVER STAR	\$0.00	\$15.00	\$15.00	\$0.00	SHRINERS	\$75.00	SHRINERS	\$95.00
VET PLATES	\$405.00	\$2,380.00	\$2,370.00	\$415.00	SILVER STAR	\$15.00	SILVER STAR	\$15.00
VETS CROSS/MEDAL	\$5.00	\$5.00	\$10.00	\$0.00	VET PLATES	\$2,380.00	VET PLATES	\$2,370.00
ANATOMICAL FUND	\$537.41	\$3,622.22	\$3,715.42	\$444.21	VETS CROSS/MEDAL	\$5.00	VETS CROSS/MEDAL	\$10.00
ADMINISTRATIVE	\$30.00	\$60.00	\$90.00	\$0.00	ANATOMICAL FUND	\$3,622.22	ANATOMICAL FUNDS	\$3,715.42
MAIL PROCESSING	\$28,198.00	\$130,535.50	\$137,225.50	\$21,508.00	ADMINISTRATIVE	\$60.00	ADMINISTRATIVE	\$90.00
NSF	\$465.00	\$2,703.50	\$2,609.50	\$559.00	MAIL PROCESSING	\$130,535.50	MAIL PROCESSING	\$137,225.50
AUTO TRANSFERS	(\$131,000.00)	\$0.00	\$0.00	(\$131,000.00)	NSF	\$2,703.50	NSF	\$2,609.50
BANK SERVICE CHARGES	(\$657.34)	\$0.00	\$0.00	(\$657.34)	AUTO TRANSFERS	\$0.00	BANK SERVICE CHARGES	\$0.00
					BANK SERVICE CHARGES	\$0.00		
					TOTAL	\$49,172,420.18	TOTAL	\$42,670,719.07
					I CERTIFY THE ABOVE IS TRUE AND CORRECT PER		VERIFIED AND FOUND CORRECT AS OF	
					CASH BOOK AS OF 12/31/21			
					Sharon Sengul			
					COUNTY TREASURER		COUNTY AUDITOR	
TOTAL	\$7,986,181.10	\$41,186,239.08	\$42,670,719.07	\$6,501,701.11				

CHECK #	DATE	AMOUNT	NAME	CLEARED	RECD	REISSUED	DATE
20147675	07/10/20	\$73.00	DEAN HENLEY				
20147689	07/13/20	\$18.01	THERESA CHRISTIAN				
20147715	07/15/20	\$10.00	MACK MOFFIT				
20147717	07/15/20	\$17.00	YARTIZA RIVAS				
20147745	07/20/20	\$28.00	BILLION AUTO				
20147749	07/20/20	\$39.30	JOSHUA MATTHESS				
20147770	07/22/20	\$0.00	VOID				
20147777	07/23/20	\$153.53	JAMESON ALEXANDER LITTLE				
20147778	07/23/20	\$9.00	ESPERANCE MBOMA				
20147834	07/29/20	\$300.00	HAWKEYE EXCAVATING INC				
20147859	08/03/20	\$576.00	SCOTT HIMMEL				
20147877	08/06/20	\$7.00	HASSAN SHANE				
20147882	08/07/20	\$51.00	VARUN VAJPEYI				
20147892	08/10/20	\$10.00	MADISON FISCHELS				
20147902	08/11/20	\$6.00	STEVEN GRUNKE				
20147961	08/19/20	\$29.00	INTERSTATE AUTO GROUP/CARHOP				
20147971	08/21/20	\$8.50	BLAIR NEUZIL				
20148016	08/26/20	\$5.00	MYLONNA J DOUGLAS				
20148026	08/27/20	\$11.00	NATHANIAL LUDWIG				
20148042	08/31/20	\$20.00	KAMBALE BOB MAFUTA				
20148043	09/01/20	\$13.00	JOHN P RUNDLE				
20148067	09/03/20	\$9.00	NICHOLAS JOHN POINTER				
20148098	09/12/20	\$10.00	KRISTEN TOW				
20148105	09/12/20	\$24.00	BILLION				
20148118	09/14/20	\$5.00	MARCIA MAYS				
20148122	09/15/20	\$126.00	SANDRA DARLENE CHILD				
20148193	09/26/20	\$16.00	BYRIDER				
20148205	09/29/20	\$8.00	BYRIDER				
20148217	10/01/20	\$32.50	DAVID D CHENSVOLD				
20148242	10/02/20	\$7.50	MIDGE WALTER MOWERY				
20148291	10/07/20	\$38.00	JANET DURBALA				
20148310	10/09/20	\$40.00	MARSHAL YANDA				
20148314	10/09/20	\$51.00	BYRIDER				
20148319	10/10/20	\$27.00	JD BYRIDER				
20148332	10/10/20	\$13.00	BYRIDER				
20148342	10/12/20	\$122.00	BILLION				
20148348	10/13/20	\$10.00	KEITH JOSEPH KINSLEY				
20148395	10/19/20	\$20.00	NOAH DEETTIGNIES				
20148404	10/20/20	\$19.00	EDWARD MILLER				
20148406	10/20/20	\$485.75	BYRIDER				
20148415	10/21/20	\$62.00	BILLION AUTO				
20148416	10/21/20	\$41.20	IAN BARRY WEBER				
20148422	10/22/20	\$66.00	HEATHER LADONN MATHENY				
20148448	10/26/20	\$9.00	JON MICHAEL ROBISON				
20148449	10/26/20	\$9.00	LYNNE KRISTINE SQUIRES				
20148471	10/27/20	\$42.00	HEATHER WAINGROW				
20148516	11/04/20	\$15.00	CARHOP				
20148517	11/04/20	\$7.75	JEAN E SAMPICA				
20148518	11/04/20	\$13.00	BYRIDER				
20148540	11/09/20	\$28.00	BYRIDER				
20148550	11/10/20	\$45.00	SHANE VOGEL				
20148551	11/10/20	\$23.00	BYRIDER				
20148575	11/18/20	\$5.00	ANDRICKA COFFER				
20148625	11/25/20	\$16.00	DERRICK R WARREN				
20148641	12/01/20	\$23.00	INTERSTATE AUTO GROUP/CARHOP				
20148647	12/02/20	\$38.00	BYRIDER				
20148677	12/03/20	\$16.00	INTERSTATE AUTO GROUP/CARHOP				
20148688	12/04/20	\$27.00	BYRIDER				
20148739	12/11/20	\$10.00	BYRIDER				
20148743	12/14/20	\$14.00	RANDALL BEELNER				
20148752	12/16/20	\$34.00	TROY D HENKEL				
20148816	01/05/21	\$8.00	CHRISTOPHER L SMITH				
20148822	01/06/21	\$35.00	BROOK S SPENCER				
20148849	01/12/21	\$42.00	EDWARD ARENS				
20148908	01/20/21	\$7.00	ASHLEY A BERRY				
20148910	01/20/21	\$10.00	ERIKA R SPICER				
20148933	01/22/21	\$11.00	KIERAN W EXBOM				
20148942	01/23/21	\$17.00	BILLION AUTO				
20148950	01/23/21	\$20.00	HOUDEK AUTO CENTER				
20148960	01/25/21	\$7.00	CARHOP				
20148986	01/28/21	\$15.00	ADAM T DESPRES				
20148997	01/29/21	\$25.00	COPART				

20149013	02/01/21	\$12.00 BYRIDER
20149045	02/06/21	\$10.29 SHAMARI DAVENPORT
20149057	02/08/21	\$20.00 TIMOTHY M HENNICK
20149077	02/10/21	\$6.00 BYRIDER
20149089	02/11/21	\$28.01 BILLION AUTO
20149096	02/12/21	\$17.00 MICHELLE D BEADLE
20149110	02/15/21	\$6.00 LUAY K TATI
20149113	02/15/21	\$9.00 CARHOP
20149121	02/16/21	\$25.00 MILDRED PETERS
20149138	02/18/21	\$95.00 CARHOP
20149153	02/19/21	\$35.00 TAMMY L IEKEK
20149155	02/19/21	\$40.00 BYRIDER
20149165	02/22/21	\$27.28 50 STATE DMV
20149166	02/22/21	\$10.00 BRETT RIEHL
20149168	02/22/21	\$25.00 JAMES HERLOCKER
20149214	03/02/21	\$82.00 KRISTOPHER C KRAMME
20149218	03/02/21	\$19.00 BYRIDER
20149219	03/02/21	\$58.00 INTERSTATE AUTO GROUP INC
20149274	03/12/21	\$9.50 CLAUDIA M KLENK
20149278	03/15/21	\$323.00 HONG Y LI
20149301	03/18/21	\$16.00 KRISTINA L FRIEDRICHSEN
20149303	03/18/21	\$10.00 THOMAS E LOWDER
20149335	03/23/21	\$10.00 NATHAN LAURSEN
20149340	03/23/21	\$27.80 AMY L TIGGES
20149354	03/24/21	\$46.00 INTERSTATE AUTO GROUP
20149355	03/24/21	\$10.00 BALANCE POINT LLC
20149377	03/29/21	\$139.00 ALISHA J HESS
20149389	03/31/21	\$8.00 JASON T KIRK
20149398	03/31/21	\$16.34 BRIGITTE TOINGAR
20149435	04/07/21	\$9.00 FLOYD MULKEY
20149450	04/10/21	\$15.00 PAA LLC DBA PLAZA AUTO AUCTION
20149472	04/13/21	\$86.00 CARHOP
20149481	04/14/21	\$10.00 CARSON B WHITFORD
20149501	04/16/21	\$9.00 YOLANDA A IVORY
20149527	04/22/21	\$61.00 RICARDO MAMIREZ
20149530	04/22/21	\$12.00 WILNITA PARKS
20149571	04/29/21	\$34.00 BILLION AUTO
20149578	04/29/21	\$5.50 MICHAEL A PRESUTTI
20149584	04/30/21	\$59.00 JARY SIEGEL
20149593	05/01/21	\$10.00 TAYLOR L JONES
20149594	05/01/21	\$10.00 ELLEN E YOCH
20149601	05/03/21	\$222.00 DOUGLAS DALBY
20149607	05/04/21	\$8.00 DUSTIN G HARGER
20149619	05/05/21	\$44.00 LARRY G KURTH
20149624	05/06/21	\$25.00 SEAN M WIEDNER
20149643	05/10/21	\$58.00 ACTUALLY CLEAN CARPETS LLC
20149645	05/11/21	\$51.00 EVERETT W MUNSELL
20149668	05/14/21	\$51.00 RICARDO L HAVLIK
20149687	05/17/21	\$10.00 MICHAEL L FRANCK
20149689	05/17/21	\$68.00 COMMUNITY MOTOR CO INC
20149719	05/19/21	\$7.00 JENNIFER L JOHNSON
20149735	05/21/21	\$10.00 ERICK A SEEMAN
20149738	05/21/21	\$20.00 LEONARDO REYES CANO
20149748	05/24/21	\$7.50 CORRINA D SNELL
20149791	05/27/21	\$60.00 INTERSTATE AUTO GROUP INC
20149822	06/03/21	\$8.00 KEVIN J KUCHERA
20149837	06/04/21	\$6.00 JUSTIN J BROWER
20149891	06/15/21	\$25.00 MICHAEL J WILLOUGHBY
20149994	07/06/21	\$29.15 ZEIGLER LINCOLNWOOD LLC
20150012	07/08/21	\$25.00 ERIN K EASTER
20150031	07/12/21	\$8.00 JERRY E LINT
20150101	07/21/21	\$150.00 MCGRATH POWERSPORTS
20150119	07/23/21	\$51.00 TREVYN POWER
20150131	07/26/21	\$21.00 KELSEY J CROMPTON
201501122	08/02/21	\$17.00 HOUDEK AUTO CENTER
201501187	08/13/21	\$10.00 JUNGE LINCOLN INC
201501193	08/17/21	\$130.36 RUNDE CHEVROLET INC
201501194	08/17/21	\$26.00 JAMAAL A SMITH
201501196	08/18/21	\$20.00 DEANNA L COLE
201501201	08/19/21	\$36.00 MELIHA GLISIC
201501205	08/20/21	\$5.00 JOSHUA L HAYLER
201501238	08/27/21	\$69.15 MOTOR VEHICLE SOFTWARE CORP
201501239	08/27/21	\$9.00 DOUDOU M MIKUNGA

201501245	08/31/21	\$27.00 JAMES BARKALOW
201501248	08/31/21	\$50.00 BILLION AUTO
201501272	09/03/21	\$23.00 BILLION AUTO
201501287	09/09/21	\$8.00 AKYM K SHOTSHA
201501349	09/16/21	\$6.00 CLIFFORD E CRIMMINS
201501350	09/16/21	\$8.00 ECHO ANGELES
201501380	09/21/21	\$15.00 BILLION HONDA
201501381	09/21/21	\$63.00 JACOB LARSON
201501424	09/28/21	\$51.00 CRAIG A QUINBY
201501432	09/29/21	\$93.81 DEALERTRACK REGISTRATION & TITLING SOLUTIONS
201501494	10/06/21	\$25.00 BYRIDER
201501574	10/21/21	\$15.00 JD BYRIDER
201501600	10/27/21	\$17.00 BYRIDER
201501634	11/03/21	\$180.00 GRIFFIN S CLARK
201501636	11/03/21	\$33.00 KUNES COUNTRY AUTO GROUP OF MOUNT CARROLL
201501648	11/05/21	\$21.00 BROWN INC
201501650	11/08/21	\$5.00 KENNETH PIRC
201501653	11/08/21	\$15.00 LAWRENCE E SLAYMAKER
201501696	11/22/21	\$223.70 DDI TITLE CENTER
201501697	11/22/21	\$36.00 L AND A LLC
201501710	11/29/21	\$69.00 RYDER TRUCK RENTAL
201501714	11/29/21	\$7.00 MEGAN N CLEVINGER
201501717	11/30/21	\$100.00 APC PROPERTIES LLC
201501722	12/01/21	\$10.00 LOGAN HANGARTNER
201501734	12/03/21	\$18.00 DEVIN A HODGES
201501738	12/06/21	\$18.00 MOTOR VEHICLE SOFTWARE CORP
201501740	12/07/21	\$13.00 JOSHUA M WAGNER
201501744	12/07/21	\$347.00 HAWKEYE STATE SCALE INC
201501749	12/08/21	\$34.48 KAROLYN K RAMNANI
201501755	12/09/21	\$10.00 MOSS MOTORS
201501756	12/09/21	\$11.00 MCGRATH DUBUQUE HARLEY DAVIDSON
201501759	12/10/21	\$11.00 MARK R ALLEN
201501761	12/10/21	\$18.00 HOUDEK AUTO CENTER
201501764	12/10/21	\$31.00 KOELKER EXCAVATING INC
201501767	12/10/21	\$2,206.00 COONROD WRECKER AND CRANE SERVICES
201501770	12/13/21	\$50.00 ITC MIDWEST
201501774	12/14/21	\$45.15 SERRA CHAMPAIGN
201501776	12/14/21	\$53.00 ENTERPRISE FM TRUST
201501780	12/14/21	\$30.00 HAI P NGUYEN
201501784	12/15/21	\$5.50 BELL'S AUTO
201501788	12/16/21	\$21.00 DUSIN R PRUISMANN
201501791	12/16/21	\$23.00 JEFF'S CAR CORNER LLC
201501792	12/16/21	\$73.00 VICTORY FORD
201501793	12/16/21	\$29.20 PLUNKETTS
201501794	12/16/21	\$10.00 TROY R RALFS
201501799	12/17/21	\$11.00 RYAN VOLDEN
201501801	12/17/21	\$973.05 WILLIS AUTOMOTIVE
201501803	12/17/21	\$31.00 EMIL VELKY JR
201501804	12/17/21	\$11.00 RED GINGER SUSHI & NOODLE INC
201501805	12/17/21	\$542.00 TRICIA JOHNSON
201501806	12/20/21	\$11.00 NICOLE SCHRAGE
201501807	12/20/21	\$216.00 KELLY CONCRETE COMPANY INC
201501808	12/20/21	\$350.24 STRONG VOLKSWAGEN
201501809	12/20/21	\$11.00 SOUTHTOWN CHRYSLER DODGE JEEP
201501810	12/20/21	\$5.00 DANIEL KANE
201501811	12/21/21	\$32.00 CEDAR RAPIDS TOYOTA
201501812	12/21/21	\$186.00 FREESE MOTORS INC
201501813	12/21/21	\$17.00 CAPPER AUTO CENTER
201501816	12/21/21	\$200.00 MARION AMERICAN AUTO SALES LLC
201501817	12/22/21	\$25.00 TRUCK COUNTRY OF IOWA INC
201501818	12/22/21	\$80.00 KARL CHEVROLET
201501819	12/22/21	\$344.00 DAVE WRIGHT NISSAN SUBARU
201501820	12/22/21	\$1,200.00 DAVE WRIGHT NISSAN SUBARU
201501821	12/22/21	\$11.00 GREENSTATE CREDIT UNION
201501824	12/23/21	\$64.00 CAROUSEL MOTORS
201501825	12/23/21	\$11.00 BYRIDER
201501826	12/28/21	\$79.90 AUTOHAUS BMW OF MAPLEWOOD
201501827	12/28/21	\$15.00 CITIZENS COMMUNITY BANK
201501828	12/28/21	\$227.11 INFINITI OF NAPERVILLE
201501829	12/28/21	\$42.52 SHAKOPEE VALLEY FORD INC
201501830	12/29/21	\$25.00 SCOTT FAMILY MOTORS
201501831	12/29/21	\$51.00 KIMBERLY JAEGER ARJES
201501832	12/29/21	\$22.00 RANDY KUEHL HONDA CARS

201501834	12/29/21	\$12.75 RICHARD C RICH
201501835	12/30/21	\$251.00 PAUL NIELSEN
201501836	12/30/21	\$59.00 NATHAN DUNAHOO
201501837	12/30/21	\$21.00 MIENE SEPTIC SERVICE INC
201501838	12/30/21	\$269.50 RAY CHEVROLET
201501839	12/30/21	\$10.00 DAVE WRIGHT NISSAN SUBARU

Outstanding checks as of 12-31-2021
\$15,512.83

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Kettelkamp First Addition (Case # JPS21-0019) to Linn County, Iowa, containing four (4) lots, numbered lot 1, lettered lot A and lot B, and Outlot A, has been filed for approval, a subdivision of real estate located in the NWSW of Section 11, Township 83 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the NW Corner of the NE ¼SW¼ of said Section 11; thence S01 °14'49"E, 628.59 feet; thence S88°15'35"W, 176.49 feet; thence S04°53'56"E, 801.54 feet to the centerline of Martin Creek Road; thence N76°31 '39"W along said centerline, 269.96 feet; thence S82°15'01 "W along said centerline, 605.11 feet; thence N84°25'08"W along said centerline, 328.25 feet to the west line of said Lot 4 if extended S-ly; thence N01 °13'40"W along said extension and along said west line, 216.01 feet; thence S88°46'20"W along the north line of said Lot 4, 165.00 feet to the SE Corner of Lot 3, said Auditor's Plat No. 86; thence N01°13'40"W along the west line of said Lot 3, 264.00 feet; thence S88°46'20"W along the north line of said Lot 3, 165.00 feet to the centerline Hindman Road; thence N01 °13'40"W along said centerline, 568.63 feet; thence N88°14'27"E, 656.22 feet; thence N01 °18'05"W, 330.55 feet; thence N01 °01 '55"W, 337. 78 feet to the south line of Parcel A, Plat of Survey No. 19; thence N88° 15'35"E along said south line, 656.20 feet; thence S01 °14'49"E, 337.55 feet to the Point of Beginning, containing 38.46 acres which includes 1.80 acres of road right of way.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of August 18, 2021 as last amended on September 20, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, County Standard Specifications, Section 11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 is allowed one access and a second with justification.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Martin Creek Road and Hindman Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. The presence of wet soils indicates a need for subsurface drainage. Existing drains need to be shown on site plan or arrangement for new subsurface drainage is needed. Tile agreement required for any shared tile between adjoining properties.
3. Clarify plans to address potential wetland area with NRCS.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Marion. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The remaining land of the parent parcel will result in a parcel of less than 35 acres. Either combine the remaining land to an adjacent parcel by deed restriction to total 35 acres or more, or include the remaining land as part of the final plat. If included as a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
7. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
8. One original and 3 complete copies of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate

Linn County Board of Supervisors

Resolution # _____

JPS21-0019

January 19, 2022

Page 3 of 4

- (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
- (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
- (xi) Twelve original signed plat drawings
- (xii) A covenant for a secondary road assessment

Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **SEPTEMBER 20, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by January 19, 2023 to be valid.

Passed and approved this 19th day of January, 2022

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Linn County Board of Supervisors

Resolution # _____

JPS21-0019

January 19, 2022

Page 4 of 4

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _____,

on this _____ day of _____, 2022.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Wall & Walvatne First Addition (Case #JF21-0027) to Linn County, Iowa, containing three (3) lots, numbered Lot 1, Lot 2, and Lot A, has been filed for approval, a subdivision of real estate located in the SESW of Section 21, Township 85 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the South Quarter corner of Section 21 and the Northeast Corner of Government Lot 3, Section 28, Township 85 North, Range 8 West of the 5th P.M., Linn County, Iowa; Thence S 00°52'36" W along the East line of said Government Lot 3 to the Southeast Corner of said Government Lot 3 a distance of 1,326.05 feet; Thence S 89°19'54" W along the South line of said Government Lot 3 to the centerline of Wildlife Road a distance of 206.78 feet; Thence Northwesterly along the arc of a 565.00 foot radius curve concaved Southwesterly along said centerline (chord bears N 27°52'29" W a distance of 134.72 feet); Thence N 30°59'07" W along said centerline a distance of 443.34 feet; Thence N 31°33'49" W along said centerline a distance of 524.04 feet; Thence Northwesterly along the arc of a 970.00 foot radius curve concaved Northeasterly along said centerline (chord bears N 26°59'14" W a distance of 180.17 feet); Thence S 89°19'54" W along the North line of the South 1,113.7 feet of that part of said Government Lot 3, lying westerly of said centerline to the East bank of the Cedar River a distance of 758.35 feet; Thence N 37°46'30" W along said East bank a distance of 99.20 feet; Thence N 40°59'20" W along said East bank to the North line of said Government Lot 3 a distance of 178.99 feet; Thence N 89°26'57" E along said North line of Government Lot 3 to the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 21 a distance of 504.01 feet; Thence N 00°28'19" E along the West line of said Southeast Quarter of the Southwest Quarter to the Northwest corner of said Southeast Quarter of the Southwest Quarter a distance of 1,312.65 feet; Thence N 89°28'16" E along the North line to the Northeast corner of said Southeast Quarter of the Southwest Quarter a distance of 1,317.39 feet; Thence S 00°55'51" W along the East line of said Southeast Quarter of the Southwest Quarter to said South Quarter corner and the Point of Beginning a distance of 1,312.37 feet.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of November 17, 2021 as last amended on December 20, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 is allowed one access and a second with justification. Lot 2 is allowed three accesses due to the landlocked parcel at 4000 Wildlife Road and the drainage channel at the south end of the lot.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Wildlife Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.
4. Entrance permits to be applied for at Linn County Secondary Road Department, 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION

1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. This plat lies within the 2-mile jurisdiction of the City of Center Point. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **DECEMBER 20, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
 - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - iii. Surveyor's certificate

- iv. Auditor's certificate
- v. Resolution of the Planning and Zoning Commission
- vi. Resolution of the Board of Supervisors
- vii. Resolution of approval or waiver of review by applicable municipalities
- viii. Treasurer's certificate
 - i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
 - ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - iii. Twelve original signed plat drawings
 - iv. A covenant for a secondary road assessment

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by January 19, 2023 to be valid.

Passed and approved this 19th day of January, 2022

Linn County Board of Supervisors

Chair

Vice Chair

Chair

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _____

on this _____ day of _____, 2022.

Notary Public State of Iowa

ARPA 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: ARPA2021-001

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	Housing Fund for Linn County
935 2 nd Street SW	700 16 th Street NE, Suite 301
Cedar Rapids, IA	Cedar Rapids, IA 52402-4665
	DUNS #: 825903367
Subaward Budget Period Start date: 11/17/2021 End date: 9/30/2023	
Period of Performance Start date: 11/17/2021 End date: 9/30/2023	
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 PATCH 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 **Housing Fund for Linn County** ("Subrecipient") for reimbursement of assistance to homeowners in Linn County who were impacted by the August 10, 2020 Derecho damages to their homes and have since been unable to complete the needed repairs to the dwelling due to labor shortages, material shortages, or loss of income due to the COVID-19 pandemic.

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) December 31, 2024.

3. Grant Funding.

The Subrecipient shall use the Subaward solely for assistance to homeowners in Linn County who were impacted by Derecho damages to their homes and have since been unable to complete the needed repairs to the dwelling due to labor shortages, material shortages, or loss of income due to the COVID-19 pandemic.

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 construction management, administration and repair/replacement to damaged homes. The County shall pay the Grant Funds to the Subrecipient per agreement of 4 installments of \$250,000. Initial installment to be disbursed upon acceptance of this agreement. Additional installments to be disbursed upon verification of 75% use of previous installment funds. All funds to be exhausted by December 31, 2024.

4. Reporting and Invoicing.

The Subrecipient shall submit monthly reports and quarterly reports to account for performance and expenditure of funds to the County. Requests for the required information for these reports will be emailed to the Subrecipient and will be required to be completed on a monthly basis thereafter. Due dates for the quarterly reports are available in 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 EXHIBIT A & A1 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 U.S. 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 close-out 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 close-out 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 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 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.

The Subrecipient agrees to incorporate provisions of this Agreement into subsequent contracts and agreements to as outlined in EXHIBIT B.

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

14. Modification.

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 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 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 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 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 Linn County PATCH 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;
 - 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, Subrecipient 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 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 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

SUBRECIPIENT:
HOUSING FUND FOR LINN COUNTY

Board Chair

Susan Salter
Authorized Representative

Date

Jan. 6, 2022
Date

EXHIBIT A

Statement of Work

The Providing Assistance to Community Homeowners (PATCH) Program will provide assistance to Linn County homeowners who have been impacted by the August 10, 2020 derecho and consequently been exacerbated by the COVID-19 pandemic through the shortage of labor and supplies. These homeowners may have also been unemployed which caused their repair resources to change to a lower priority. The PATCH program will provide financial assistance and construction management assistance to these homeowners. Projected households to be served is 63. The program will operate and follow the attached budget (EXHIBIT A1) as approved and will report to Linn County on a monthly and quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

Year	Quarter	Period Covered	Due Date
2021	4	October 1 - December 31	January 15, 2022
2022	1	January 1 - March 31	April 15, 2022
2022	2	April 1 - June 30	July 15, 2022
2022	3	July 1 - September 30	October 15, 2022
2022	4	October 1 - December 31	January 15, 2023
2023	1	January 1 - March 31	April 15, 2023
2023	2	April 1 - June 30	July 15, 2023
2023	3	July 1 - September 30	October 15, 2023
2023	4	October 1 - December 31	January 15, 2024
2024	1	January 1 - March 31	April 15, 2024
2024	2	April 1 - June 30	July 15, 2024
2024	3	July 1 - September 30	October 15, 2024
2024	4	October 1 - December 31	January 15, 2025
2025	1	January 1 - March 31	April 15, 2025
2025	2	April 1 - June 30	July 15, 2025
2025	3	July 1 - September 30	October 15, 2025
2025	4	October 1 - December 31	January 15, 2026
2026	1	January 1 - March 31	April 15, 2026
2026	2	April 1 - June 30	July 15, 2026
2026	3	July 1 - September 30	October 15, 2026
2026	4	October 1 - December 31	January 15, 2027

EXHIBIT A1

PATCH Program Proposed Budget

PATCH Program Budget to Estimated Completion			Proposal for \$1 million County ARPA Funds				Total Remaining Estimated Project Costs*			
Time Period	Description	Average Amount per Unit	# of Units	Capital	Administration & Construction Management	Total Projected Cost	# of Units	Capital	Administration & Construction Management	Total Projected Cost
11/2021 - 9/2023	Small Projects									
	Average new per month	\$3,000	12	\$ 36,000	\$ 7,920	\$ 43,920	32	\$ 96,000	\$ 21,120	\$ 117,120
	Manufactured Homes									
	Average of 1 per month - mobile homes not previously served	\$7,500	12	\$ 90,000	\$ 19,800	\$ 109,800	35	\$ 262,500	\$ 57,750	\$ 320,250
11/2021 - 9/2023	Average 1-2 per month - mobile homes that have already received some assistance	\$7,500	20	\$ 150,000	\$ 33,000	\$ 183,000	47	\$ 352,500	\$ 77,550	\$ 430,050
11/2021 - 9/2023	Manufactured homes not previously assisted	\$15,000	5	\$ 75,000	\$ 16,500	\$ 91,500	19	\$ 285,000	\$ 62,700	\$ 347,700
11/2021 - 9/2023	Infill Manufactured Homes	\$60,000	4	\$ 240,000	\$ 22,000	\$ 262,000	10	\$ 600,000	\$ 55,000	\$ 655,000
	Manufactured homes subtotal		41				111			
	Revolving Loan Program									
11/2021 - 9/2023	Forgiveable Loan Larger Projects	\$28,411	8	\$ 227,288	\$ 82,492	\$ 309,780	25	\$ 750,000	\$ 195,000	\$ 945,000
	TOTAL NUMBER & COSTS		63	\$ 818,288	\$ 181,712	\$ 1,000,000	168	\$ 2,346,000	\$ 469,120	\$ 2,815,120

Note: The PATCH collaboration may shift dollars among the types of projects, depending on the identified needs as we work with homeowners. *City of Cedar Rapids \$1 million ARPA funds will be applied toward costs

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, 2011).

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;
- e. 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.
- 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.

4. Seat Belt Use.

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

5. Reducing Text Messaging While Driving.

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

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 Form to Report Federal Lobbying" in accordance with its instruction.

This Memorandum of Understanding (hereinafter "MOU") is entered into between Linn County Juvenile Detention & Diversion Services and Mental Health/Disability Services of the East Central Region (ECR).

- I. **Funding of Mental Health and Disability Services.** This MOU establishes an agreement between and ECR for the funding of expenditures for mental health and disability services within the guidelines provided.

In consideration, the following responsibilities are assumed by the participating agencies:

Agency Responsibilities. Linn County Juvenile Detention & Diversion Services, hereinafter referred to as Contractor, agrees to:

- a. Complete projects and spend all requested funds by June 30, 2022. Funds must be spent on items and activities listed in the contractor's grant application and approved by ECR.
- b. Upon receipt of this agreement, **submit an invoice along with a copy of the signed MOU** for 90% of the approved amount to claims@ecriowa.us OR by mail to MHDS of the ECR, 210 5th Avenue NE, Independence, Iowa 50644.
- c. Submit a final invoice for the remaining 10% and receipts for all funds spent to claims@ecriowa.us no later than July 11th, 2022. **All funds not requested by this date will be forfeited by the requesting entity.**
- d. If 100% of the approved funds will not be expended, the contractor will be required to return all unspent amounts to ECR by **07/11/22**, by mail to: MHDS of the ECR, 855 S. Dubuque St., Ste. 202B, Iowa City, IA 52240. Receipts for all expenditure will still be required and should be submitted to claims@ecriowa.us.
- e. Keep detailed records and receipts for five years that show how funds were expended.
- f. Reimburse the funds to ECR if the Contractor uses the funds for a purpose that an audit identifies was not allowable.
- g. Provide information to ECR upon request of the progress and outcomes of the approved project.
- h. Submit a W9 form if a contract with ECR has not already been established, maintain insurance, and be an independent Contractor according to the terms of the MOU.

ECR Responsibilities. ECR agrees to:

- a. Pay requested funds when invoiced with receipts and a copy of the MOU after the application and MOU are approved and funds are expended.
- b. Follow the ECR Management Plan Policies and Procedures for payment of services: J. Service Provider Payment Provisions (p. 27).

- II. **Termination.** This MOU will end June 30, 2022 unless terminated earlier in writing by any party for its convenience upon sixty (60) days prior written notice to the other party. The agreement is subject to revision due to legislation, updated federal or state guidance, change in operating practices and policies of the involved parties, or other factors, as agreed to by the involved parties. It may be amended by mutual written agreement of the parties.

- III. **Indemnification.** Each party agrees to hold harmless all other parties (including its officers, agents, and employees) from and against any and all claims, demands, liabilities and costs

incurred by the indemnified party, including reasonable attorney's fees, directly or indirectly arising out of or in connection with the indemnifying party's performance, or any service, or any other act or omission by or under the direction of the indemnifying party, or its officers, agents or employees.

IV. Approved Project Budget.

Activity/Items	Amount Requested from ECR	Amount of other Funding (if applicable)	Total	Regional Funding %
Ukeru Training – 2 Staff	\$1,650		\$1,650	100%
Airfare – 2 Staff	\$1,000		\$1,000	100%
Salary – 2 Staff	\$0	\$3,000	\$3,000	0%
Lodging/Food – 3 Night/4 Days	\$1,400		\$1,400	100%
Equipment – Pads & Shields	\$2,500		\$2,500	100%
Vehicle Rental	\$800		\$800	100%
Ceiling Painting	\$2,650		\$2,650	100%
Total ECR Funding Awarded:	\$10,000		\$10,000	

OTHER TERMS: Any technology device purchased under this grant will be the property of the grantee and may be checked out for individual use. For accountability purposes, grantee shall send a copy of receipt to the East Central Region upon payment of goods. The device(s) will be property of and retained by the grantee. All devices are considered fixed assets and may not be sold for cash value or used for purposes other than stated in the grantee's application. Retention and depreciation of the fixed asset will be in accordance with the agency's fixed asset policy and procedures or in the absence of a policy, the OMB guidance 200.439.

This agreement has been executed by the parties hereto, through their duly authorized officials, and the effective date of this agreement is the 6th day of January 2022.

ECR Chief Executive Officer:

Provider:

Mae Hingtgen

Print Name: Mae Hingtgen

Print Name: _____

Print Title: ECR Chief Executive Officer

Print Title: _____

Date: January 6, 2022

Date: _____

Submit invoices with a copy of all receipts and a copy of this MOU to claims@ecriowa.us OR by mail to 210 5th Avenue NE, Independence, Iowa 50644 no later than 7/11/22, 2022.

CONTRACT DECLARATIONS AND EXECUTION

Intergovernmental Contract: Non-State Agency

RFP or Informal Solicitation #	Contract #
N/A	DCAT4-22-035

Title of Contract
Professional Development Trainings and Coordination Services

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

Agency of the State (hereafter “Agency”)	
Name/Principal Address of Agency: Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	Agency Billing Contact Name / Address: Kristi Tisl 1240 26th Ave. Court SW Cedar Rapids, IA 52404 Phone: 319-892-6710
Agency Contract Manager (hereafter “Contract Manager”) /Address (“Notice Address”): Kristi Tisl 1240 26th Ave. Court SW Cedar Rapids, IA 52404 Phone: 319-892-6710 E-Mail: ktisl@dhs.state.ia.us	Agency Contract Owner (hereafter “Contract Owner”) / Address: Matt Majeski 1240 26th Ave. Court SW Cedar Rapids, IA 52404 E-Mail: mmajeski@dhs.state.ia.us

Contractor: (hereafter “Contractor”)	
Legal Name: Linn County Board of Supervisors	Contractor’s Principal Address: LCCS - Fiscal 1240 26th Ave. Court SW Cedar Rapids, IA 52404-3402
Tax ID #: 426004338	Organized under the laws of: Iowa
Contractor’s Contract Manager Name/Address (“Notice Address”): Ben Rogers 935 2nd Street SW Cedar Rapids, IA 52404 Phone: (319) 892-5714 E-Mail: ben.rogers@linncountyiowa.gov	Contractor’s Billing Contact Name/Address: Cathy Ryan 1240 26th Ave SW Cedar Rapids, IA 52404-3402 Phone: (319) 892-5603

Contract Information	
Start Date: 02/01/22	End Date of Contract: 06/30/23
Possible Extension(s): N/A	
Contract Contingent on Approval of Another Agency: No	ISPO Number: N/A
	DoIT Number: N/A
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.	Contract Include Sharing SSA Data? No
Contractor a Business Associate? No	Contractor a Qualified Service Organization? No
Contractor subject to Iowa Code Chapter 8F? No	Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No
Contract Payments include Federal Funds? No	

Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

Contractor, Linn County Board of Supervisors	Agency, Iowa Department of Human Services
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name: Ben Rogers	Printed Name: Matt Majeski
Title: Chair, Linn County Board of Supervisors	Title: Service Area Manager
Date:	Date:

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

N/A.

1.2 Contract Purpose.

Professional development trainings and coordination services, conducted with providers and community partners of the Department of Human Services on issues related to child welfare.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

- a) Up to 1.0 FTE Staff to support professional development trainings and planning activities.
- b) Supports to include, but not limited to, contracting for qualified trainers or facilitators, interpreters, sign language services, venues, and materials.
- c) Relevant forms or reports that evaluate the impact of the event attended.
- d) Invoice and claims processing, and fiscal monitoring.
- e) Professional Development Scholarships for allocation of funds remaining after trainings for Department of Human Services and Juvenile Justice System are provided.
- f) Claim process for reimbursement of Professional Development Scholarships. Scholarship participants are to be reimbursed at State approved rates.
- g) Progress Report on the form provided by Linn County Decat Board and by the deadline listed on the report.
- h) Submit an original signature on a DHS claim form (GAX) and documentation of expenses to Linn County Community Services fiscal staff. Linn County Community Services fiscal staff will submit 1 copy of the contract along with the first GAX.

1.3.2 Performance Measures.

- 1) At least one professional development training will be provided in Linn County, either virtually or in person.
- 2) At least 25 participants will attend each training provided.
- 3) 70% of training survey respondents will report an increase in skills, knowledge or awareness of the topic presented.
- 4) Report survey results, from each training provided, in the quarter the results are tabulated.
- 5) Provide summary report of planning activities supported by the 4th quarter.

1.3.3 Monitoring, Review, and Problem Reporting.

1.3.3.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

The Linn County Decat Board will assist the Contract Manager to monitor the performance of the Contractor. The local DHS Service Area Manager is a member of the Linn County Decat Board. Decat Board monitoring activities will include:

- a) Contractor Budget Utilization reviewed at least six (6) times during contract period.
- b) Contractor Progress Report reviewed at least three (3) times during contract period.
- c) Presentation to the Decat Board upon request of the Board.

d) Linn County Community Services fiscal staff will provide fiscal monitoring services on claims and documentation.

1.3.3.2 Agency Review Clause. The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

1.3.3.3 Problem Reporting. As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

1.3.3.4 Addressing Deficiencies. To the extent that Deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

1.3.4 Contract Payment Clause.

1.3.4.1 Pricing. In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$25,000.00 during the entire term of this Contract, which includes any extensions or renewals thereof. Payment will occur as follows:

Payment Table

<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
02/01/22 - 06/30/23	\$25,000.00

1.3.4.2 Payment Methodology.

Failure to meet the performance measures will result in a reduction of payment. Contractor will be reimbursed as follows:

- * Meet 3 or more performance measures = 100% of actual expenses.
- * Meet 2 performance measure = 90% of actual expenses.

* Meet less than 2 performance measure = 50% of actual expenses.

1.3.4.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

1.3.4.4 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

1.3.4.5 Payment of Invoices. The Agency shall verify the Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

1.3.4.6 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

1.3.4.7 Travel Expenses. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210, <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual> and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

1.4 Insurance Coverage.

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

1.5.4 Addressing Concerns. The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

1.6 Reserved. (Labor Standards Provisions.)

1.7 Reserved. (Additional Terms.)

SECTION 2. GENERAL TERMS FOR SERVICE CONTRACTS

2.1 Definitions. When appearing as capitalized terms in this Contract (including any attachments) the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

“Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

“Acceptance Tests” or “Acceptance Testing” mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

“Applicable Law” means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

“Bid Proposal” or “Proposal” means the Contractor’s proposal submitted in response to the Solicitation, if this Contract arises out of a competitive process.

“Business Days” means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

“Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

“Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Service Contracts, and the Contingent Terms for Service Contracts as these documents may be amended from time to time.

“Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” means all of the services, goods, products, work, work product, data, items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract. This includes data that is collected on behalf of the Agency.

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Invoice” means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

“Solicitation” means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

“Special Contract Attachments” means any attachment to this Contract.

“Special Terms” means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts, the Contingent Terms for Service Contracts, and the Special Terms, the Special Terms shall prevail.

“Specifications” means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

“State” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

2.2 Duration of Contract. The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or renewal term.

2.3 Scope of Work. The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

2.4 Compensation.

2.4.1 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or

conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

2.4.2 Erroneous Payments and Credits. The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

2.4.3 Offset Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

2.5 Termination.

2.5.1 Termination for Cause by the Agency. The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

2.5.1.1 The Contractor furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

2.5.1.2 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

2.5.1.3 The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

2.5.1.4 The Contractor terminates or suspends its business;

2.5.1.5 The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

2.5.1.6 The Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

2.5.1.7 The Agency determines or believes the Contractor has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person's life, health, or safety to be jeopardized;

2.5.1.8 The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

2.5.1.9 The Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

2.5.1.10 Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

2.5.2 Termination Upon Notice. Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

2.5.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

2.5.3.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

2.5.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

2.5.3.3 If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.5.3.4 If the Agency's duties, programs or responsibilities are modified or materially altered; or

2.5.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

2.5.4 Other remedies. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

2.5.5 Limitation of the State's Payment Obligations. In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, Termination for Cause by the Agency) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, Termination Due to Lack of Funds or Change in Law, the Agency's obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper proof of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

2.5.5.1 The payment of unemployment compensation to the Contractor's employees;

2.5.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.5.5.3 Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;

2.5.5.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or

2.5.5.5 Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

2.5.6 Contractor's Contract Close-Out Duties. Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, "Close-Out Event"), the Contractor shall:

2.5.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.

2.5.6.2 Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

2.5.6.3 Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.

2.5.6.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.

2.5.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

2.5.7 Termination for Cause by the Contractor. The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of breach.

2.6 Indemnification.

2.6.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office,) and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

2.6.1.1 Any breach of this Contract;

2.6.1.2 Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

2.6.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

2.6.1.4 Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;

2.6.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

2.7 Insurance.

2.7.1 Insurance Requirements. At the Contractor's expense, the Contractor and any subcontractor shall maintain insurance in full force and effect covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. Insurance shall be provided through companies licensed by the State of Iowa, through statutorily authorized self-insurance programs, through local government risk pools, or through any combination of these. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

2.7.1.2. Name the State of Iowa and the Agency as additional insureds or loss payees on the policies for all coverages required by this Contract, with the exception of Workers' Compensation, or the Contractor shall obtain an endorsement to the same effect; and

2.7.1.3 Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation. The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

2.7.2 Types and Amounts of Insurance Required. Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

2.7.3 Certificates of Coverage. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

2.7.4 Notice of Claim. Contractor shall provide prompt notice to the Agency of any claim related to the contracted services made by a third party. If the claim matures to litigation, the Contractor shall keep the Agency regularly informed of the status of the lawsuit, including any substantive rulings. The Contractor shall confer directly with the Agency about and before any substantive settlement negotiations.

2.8 Ownership and Security of Agency Information.

2.8.1 Ownership and Disposition of Agency Information. Any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency's behalf in the course of the performance of this Contract, shall be considered the property of the Agency ("Agency Information"). The Contractor will not use the Agency Information for any purpose other than providing services under the Contract, nor will any part of the information and records be disclosed, sold, assigned, leased, or otherwise provided to third parties or commercially exploited by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor's hosting environment and/or equipment/media.

2.8.2 Foreign Hosting and Storage Prohibited. Agency Information shall be hosted and/or stored within the continental United States only.

2.8.3 Access to Agency Information that is Confidential Information. The Contractor's employees, agents, and subcontractors may have access to Agency Information that is Confidential Information to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with both the State's and the Agency's policies and procedures. In all instances, access to Agency Information from outside of the United States and its protectorates, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

2.8.4 No Use or Disclosure of Confidential Information. Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

2.8.5 Contractor Breach Notification Obligations. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach

of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

2.8.6 Compliance of Contractor Personnel. The Contractor and the Contractor's personnel shall comply with the Agency's and the State's security and personnel policies, procedures, and rules, including any procedure which the Agency's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security incidents and breaches that may involve the Contractor or the Contractor's personnel. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security policies and procedures. By way of example only, see Iowa Code 8B.23, and <https://ocio.iowa.gov/home/standards>.

2.8.7 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

2.8.8 Return and/or Destruction of Information. Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and/or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

2.8.9 Contractor's Inability to Return and/or Destroy Information. If for any reason the Agency Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement by both parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Information inaccessible. The Contractor shall not use or disclose such retained Agency Information for any purposes other than those expressly permitted by the Agency. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the Agency Information inaccessible no later than thirty (30) days after making the information inaccessible. If the Agency provides written permission for the Contractor to retain the Agency Information in the Contractor's information systems, the Contractor will extend the protections of this Contract to such information and limit any further uses or disclosures of such information.

2.9 Intellectual Property.

2.9.1 Ownership and Assignment of Other Deliverables. The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any

claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

2.9.2 Waiver. To the extent any of the Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

2.9.3 Further Assurances. At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.9, Intellectual Property.

2.9.4 Publications. Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of this Contract without the express written consent of the Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of this Contract, subject to confidentiality restrictions, and only after the Agency has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

2.10 Warranties.

2.10.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law.

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.10.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

2.10.2 Contractor represents and warrants that:

2.10.2.1 All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

2.10.2.2 The Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and

2.10.2.3 The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

2.10.3 The Contractor represents and warrants that:

2.10.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

2.10.3.2 The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Subsection 2.10.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

2.10.4 The Contractor represents and warrants that the Deliverables shall:

2.10.4.1 Be free from material Deficiencies; and

2.10.4.2 Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section. During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency's satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

2.10.5 The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

2.10.6 The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

2.10.7 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

2.11 Acceptance of Deliverables.

2.11.1 Acceptance of Written Deliverables. For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials (“Written Deliverables”). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency’s Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

2.11.2 Notice of Acceptance and Future Deficiencies. The Contractor’s receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency’s rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

2.12 Contract Administration.

2.12.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

2.12.2 Incorporation of Documents. To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the

conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

2.12.3 Intent of References to Bid Documents. To the extent this Contract arises out of a Solicitation, the references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

2.12.4 Compliance with the Law; Nondiscrimination in Employment. The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor's provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

2.12.4.1 The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

2.12.4.2 The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

2.12.4.3 In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.12.9, Use of Third Parties, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

2.12.4.4 Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

2.12.5 Procurement. The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

2.12.6 Non-Exclusive Rights. This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

2.12.7 Amendments. With the exception of the Contract end date, which may be extended in the Agency's sole discretion, this Contract may only be amended by mutual written consent of the parties. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract.

This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

2.12.8 No Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

2.12.9 Use of Third Parties. The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

2.12.10 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

2.12.11 Assignment and Delegation. The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

2.12.12 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

2.12.13 No Drafter. No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

2.12.14 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

2.12.15 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

2.12.16 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for

carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

2.12.17 Supersedes Former Contracts or Agreements. This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

2.12.18 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

2.12.19 Notice. Any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party's Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party. Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;
- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
- Within five (5) days after it is deposited in the U.S. Mail.

2.12.20 Cumulative Rights. The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

2.12.21 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

2.12.22 Time is of the Essence. Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

2.12.23 Authorization. The Contractor represents and warrants that:

2.12.23.1 It has the right, power, and authority to enter into and perform its obligations under this Contract.

2.12.23.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

2.12.24 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

2.12.25 Records Retention and Access.

2.12.25.1 Financial Records. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a

period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

2.12.25.1.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

2.12.25.1.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

2.12.25.1.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

2.12.25.1.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

2.12.25.2 The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code § 614.1(9), whichever is greater.

2.12.26 Audits.

2.12.26.1 The Agency may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Agency within thirty (30) days of its issuance, unless specific exemption is granted in writing by the Agency. The Contractor shall submit with the audit report a copy of the separate letter to management addressing a deficiency in internal control and/or material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

2.12.26.2 The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

2.12.26.3 Reimbursement of Audit Costs. If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor's noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall bear the cost of the Auditor's review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

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

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

2.12.28 Solicitation. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

2.12.29 Obligations Beyond Contract Term. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, Erroneous Payments and Credits; (2) Section 2.5.5, Limitation of the State's Payment Obligations; (3) Section 2.5.6, Contractor's Contract Close-Out Duties; (4) Section 2.6, Indemnification, and all subparts thereof; regardless of the date any potential claim is made or discovered by the Agency or any other Identified Party; (5) Section 2.8, Ownership and Security of Agency Information, and all subparts thereof; (6) Section 2.9, Intellectual Property, and all subparts thereof; (7) Section 2.12.10, Choice of Law and Forum; (8) Section 2.12.16, Joint and Several Liability; (9) Section 2.12.20, Cumulative Rights; (10) Section 2.12.24 Successors In Interest; (11) Section 2.12.25, Records Retention and Access, and all subparts thereof; (12) Section 2.12.26, Audits; (13) Section 2.12.34, Repayment Obligation and (14) Section 2.12.37, Use of Name or Intellectual Property.

2.12.30 Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

2.12.31 Delays or Potential Delays of Performance. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

2.12.32 Delays or Impossibility of Performance Based on a Force Majeure. Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a force majeure. The term "force majeure" as used in this Contract includes

an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the Contractor; claims or court orders that restrict the Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

If a delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

If a Force Majeure delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency.

The party seeking to exercise this provision and not perform or delay performance pursuant to a Force Majeure shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

2.12.33 Right to Address the Board of Directors or Other Managing Entity. The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

2.12.34 Repayment Obligation. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

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

2.12.36 Public Records. The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

2.12.37 Use of Name or Intellectual Property. The Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

2.12.38 Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on the Contractor's employees' wages. The State is exempt from State and local sales and use taxes on the Deliverables.

2.12.39 No Minimums Guaranteed. The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

2.12.40 Conflict of Interest. The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

2.12.40.1 Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or

2.12.40.2 Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

2.12.40.3 Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

2.12.41 Certification Regarding Sales and Use Tax. By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

SECTION 3: CONTINGENT TERMS FOR SERVICE CONTRACTS

3.1 Reserved. *(Federal Certifications and Terms)*

3.2 Reserved. *(Business Associate Agreement)*

3.3 Reserved. *(Qualified Service Organization)*

3.4 Reserved. *(Certification Regarding Iowa Code Chapter 8F)*

3.5 Reserved. *(Software Contracts)*

SPECIAL CONTRACT ATTACHMENTS

The Special Contract Attachments in this section are a part of the Contract.

N/A