

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

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, July 28, 2021

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.

Reports**Resolutions**

Approve resolution to set a public hearing to determine whether Linn County will convey to Tom A. and Kimberly J. Sindelar, whatever interest Linn County may have in vacated right-of-way along a portion of Boy Scouts Road in section 17 described as Parcel A, Plat of Survey No. 2548, on August 2, 2021 at 11:00 AM.

Resolution approving Temporary Use Permit, Case JTU21-0010, Tim and Pattie Fox, owners; and Traveling Tapster, c/o Jayme Tegeler, petitioner; requesting permission to operate a RAGBRAI Beer Sales event, located at 3463 Central City Road, Center Point, Iowa.

Resolution to approve Final Plat for Hillview Addition, case JF21-0011

Contract and Agreements

Approve and authorize Chair to electronically sign the annual Equitable Sharing Agreement and Certification between the Linn County Sheriff's Office and Departments of Justice and Treasury ending June 30, 2021.

Approve and authorize Chair to sign a contract between Linn County Child Development Center and Hawkeye Area Community Action Program (HACAP) on behalf of Linn County Community Services Child & Youth Development Center for a Family Support Worker to support dually eligible enrolled children effective September 1, 2021 through August 31, 2022 in the amount of \$29.56 per hour.

Approve and authorize Chair to sign contract LPHS_LCCS_2022 between Linn County Community Services – Home Health and Linn County Board of Health-Public Health for the period of July 1st, 2021 to June 30, 2022 for a total contract total equaling \$216,701.

Approve and authorize Chair to sign a contract with Waypoint Services to administer emergency rent assistance at the Linn County Courthouse.

Approve Purchase Order P0152 to Welter Storage Equipment Co. in the amount of \$6,358.00, to purchase office task chairs for the Secondary Road Department.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Public hearing on Urban Revitalization Plan Amendment

Discuss and decide on a Resolution amending the Linn County Urban Revitalization Plan for the Linn County Urban Revitalization Area.

Discuss and decide on a [Resolution](#) amending the Linn County Urban Renewal Plan for the Linn County Urban Renewal Area.

Discuss, decide and authorize Supervisor Stacey Walker to sign a Consent of Linn County, Iowa to the Inclusion of an area outside the City of Cedar Rapids Corporate Limits to be in the City of Cedar Rapids Commerce Park Urban Renewal Area of Operation to make road and related improvements in connection with proposed development projects.

Discuss, decide and authorize Supervisor Stacey Walker to sign a Consent of Linn County, Iowa to the Inclusion of an area outside the City of Cedar Rapids Corporate Limits to be in the City of Cedar Rapids American Prairie Urban Renewal Area of Operation to make road and related improvements in connection with proposed development projects.

Discuss and decide on revisions to Board of Supervisors policy OP-19, Access to Secondary Roads.

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

Correspondence

Appointments

Adjournment

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

Prepared By & Return To: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302 (319) 892-6400

RESOLUTION # _____

SET PUBLIC HEARING FOR CONVEYANCE OF VACATED RIGHT-OF-WAY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under authority of §331.361, Code of Iowa, to dispose of the interest of Linn County, Iowa, in real property, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, has vacated portions of right-of-way described as:

LEGAL DESCRIPTION

Part of the Northeast quarter of the Southwest quarter, Section 17, Township 85 North, Range 5 West of the Fifth Principal Meridian, Linn County, Iowa, and more particularly described as follows:

Quit claim all of Parcel A, Plat of Survey No. 2548.

Said area contains 0.26 acres more or less, subject to easement and restrictions of record.

and

WHEREAS, Tom A. and Kimberly J. Sindelar, owner of real property adjacent to the above described parcel of vacated right-of-way desire to obtain whatever interest Linn County may have in the above described parcel of vacated right-of-way.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that a public hearing shall be held for the purpose of determining whether Linn County, Iowa, will convey to Tom A. and Kimberly J. Sindelar, whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way.

BE IT FURTHER RESOLVED that said hearing shall be held on the 2nd day of August, 2021, at 11 o'clock, in the Formal Board Room on the lower level of the Jean Oxley Linn County Public Service Center, 935 2nd St SW, Cedar Rapids, Iowa, for the above stated purpose and that notice of the time and place of said public hearing shall be published in accordance with §331.305, Code of Iowa.

Dated at Cedar Rapids, Linn County, Iowa, this ____ day of _____, 20____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

STATE OF IOWA)
COUNTY OF LINN)SS

I, _____, County Auditor of Linn County, Iowa, Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing resolution was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this ____ day of _____, 20____.

Notary Public, State of Iowa

Prepared by and to be returned to: MIKE TERTINGER, Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 (319) 892-5130

RESOLUTION APPROVING A TEMPORARY USE

RESOLUTION # _____

WHEREAS, Tim and Pattie Fox, owners; and Traveling Tapster, c/o Jayme Tegeler, petitioner; Case JTU21-0010, have requested the Linn County Board of Supervisors' permission to operate a RAGBRAI Beer Sales event, located at 3463 Central City Road, Center Point, Iowa located within the SW ¼ SE ¼ of 06-85-7.

WHEREAS, said temporary use request and attachments thereto have been examined by the Linn County Board of Supervisors and approval of the request is subject to the following conditions:

WHEREAS, the Board of Supervisors makes the following Findings of Facts:

1. Planning & Development received the Temporary Use Permit application on Wednesday, July 14, 2021.
2. The parcel is currently zoned AG (Agricultural) containing 26.36 acres.
3. The subject parcel has a Rural Land Use Map designation of AA (Agricultural Area).
4. The outdoor event will be held on Thursday July 29, 2021 at 3463 Central City Rd between the hours of 10am and 4pm.
5. Setup for the event will begin on Thursday July 29th, 2021.
6. The event will include a beer trailer provided by Traveling Tapster to sell beer to RAGBRAI bicycle riders.
7. The event will not include onsite food sales. Bottled water will be available for purchase on the property.
8. The applicant will provide portable toilets, and a hand washing station.
9. Parking is available for staff only. General public parking will not be permitted on the property.
10. Appropriate licensing, permits and insurance are required by various departments.

AND WHEREAS, the Linn County Technical Review Committee has examined the application and all conditions of approval are listed as part of this Resolution;

AND WHEREAS, the temporary use application has been examined by the Linn County Board of Supervisors at a public meeting on July 26, 2021, all interested persons having been heard;

WHEREAS, said temporary use request and attachments thereto have been examined by the Linn County Board of Supervisors and approval of the request is subject to the following conditions:

LINN COUNTY PLANNING & DEVELOPMENT – Zoning Division

1. The Temporary Use may be reviewed at any time during the duration of the permit to ensure that all conditions have been or are being met.
2. Evidence of liability insurance coverage has been provided for the event dates, through Insurance Providers Group of Illinois LLC.
3. Signage shall conform to Article V, Section 107-94, subsection (j). Temporary off site signs may be allowed, provided that:
 - a. No sign is placed on public property, or within a road right-of-way.
 - b. Sign size shall not exceed 16 sq. ft., or 6' in width, nor 5' in height.
 - c. All temporary signs are required to be removed on the day following the final event date.
4. The owner and petitioner shall sign an "Acceptance of Conditions" form which provides assurance that all conditions will be met prior to the Board of Supervisors Resolution of Approval, and specifically agrees to hold Linn County harmless from any and all damages or claims for damages that might arise or accrue by reason of approval of the Temporary Use permit by the Linn County Board of Supervisors. Further, by signing the "Acceptance of Conditions" form, the petitioner shall agree to allow employees of the County reasonable access to the property for inspection and for submission of documents to verify any additional information.

LINN COUNTY PLANNING & DEVELOPMENT – Building Division

1. All electrical wiring shall be in compliance with the National Electrical Code.
2. Platforms or structures planned for this event are required to meet building code requirements.

LINN COUNTY CONSERVATION DEPARTMENT

1. No conditions to be met.

LINN COUNTY ENGINEERING DEPARTMENT

1. Access shall be from the existing entrance on Central City Road.
2. No parking is allowed on Central City Road.

IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Contact Linn County Public Health (892-6000) if selling food and/or beverages at the event.
2. Continuously maintain all requirements of the Health Department throughout the event.
3. Portable toilets and hand-washing stations are strongly recommended.

LINN COUNTY SHERIFF'S OFFICE

1. An after-hour's call list shall be supplied to the Linn County Sheriff's Office for emergency situations.
2. If a traffic problem would occur, contact shall be made to the Linn County Sheriff's Office to help alleviate the problem.
3. Traffic control is to be provided by the applicant during operation. Traffic shall be maintained on Prairieburg Road at all times.

LINN COUNTY EMERGENCY MANAGEMENT

1. A tone alert weather radio is required to be available on site and in use at any time the public is using the facility.
2. The applicant shall submit a Severe Weather Plan for approval by the Linn Co. Emergency Management Agency.

WHEREAS, failure to submit and/or comply with any of the conditions in a timely manner will revoke this Temporary Use Permit.

NOW, THEREFORE, BE IT RESOLVED, by the Linn County Board of Supervisors that said temporary use is hereby approved.

Passed and approved this 28th day of July 2021.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

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 and ___ Absent from voting.

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, on this 28th of July, 2021.

Notary Public State of Iowa



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: IA0570000
Agency Name: Linn County Sheriff's Office
Mailing Address: 310 2nd Ave SW
Cedar Rapids, IA 52404

Type: Sheriff's Office

Agency Finance Contact

Name: Riniker, Douglas
Phone: 3198926102

Email: doug.riniker@linncounty.org

Jurisdiction Finance Contact

Name: Jindrich, Dawn
Phone: 319-892-5116

Email: Dawn.Jindrich@linncounty.org

ESAC Preparer

Name: Riniker, Douglas
Phone: 3198926102

Email: doug.riniker@linncounty.org

FY End Date: 06/30/2021

Agency FY 2022 Budget: \$26,663,123.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$301,508.58	\$65,150.89
2	Equitable Sharing Funds Received	\$9,654.13	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$1,593.18	\$343.54
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$11,247.31	\$343.54
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$312,755.89	\$65,494.43

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$0.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:****Company:** Eide Bailly**Phone:** 563 556 1790**Email:** Tnorby@eidebailly.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☐ NO ☒

Prior year Single Audit Number Assigned by Harvester Database:

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Gardner, Brian D.
Title: Sheriff
Email: Sheriff@linncounty.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Walker, Stacey
Title: Chair-- Board of Supervisors
Email: Stacey.Walker@linncounty.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

COOPERATIVE AGREEMENT
BETWEEN
HAWKEYE AREA COMMUNITY ACTION PROGRAM, INC.
AND
LINN COUNTY CHILD DEVELOPMENT CENTER

EFFECTIVE DATE: September 1, 2021 through August 31, 2022

PURPOSE OF AGREEMENT:

This agreement is made to provide financial assistance and housing for Hawkeye Area Community Action Program Inc. (HACAP) Family Support Worker to support dually-eligible enrolled children at Linn County Child Development Center located at 1020 6th Street SE, Cedar Rapids, Iowa. Dually-eligible is defined as children who meet the eligibility requirements of both HACAP Head Start and Linn County Child Development Center (LCCDC).

HACAP Head Start will provide all responsibility for provision of comprehensive, non-classroom Head Start services to Head Start enrolled children. Comprehensive services will include:

- Social Services to families
- Parent Involvement activities
- Health Screening and follow up
- Special Services referral
- Provision of a parent handbook that explains the Head Start comprehensive services

RESPONSIBILITIES:

Linn County Child Development Center agrees:

1. To reimburse HACAP for the Family Support Worker hours worked at \$29.56 per hour, twenty hours weekly.
2. To provide use of space located at 1020 6th Street SE for comprehensive, non-classroom Head Start services.
3. To provide office space for the HACAP Family Resource Center staff.
4. To work with HACAP Family Support Worker to coordinate Policy Council involvement.

HACAP agrees:

1. To provide supervision of the .5 FTE Head Start Family Support Worker for the hours employed by Head Start.
2. To provide equipment and supplies for all FSW Head Start activities.
3. To maintain cleanliness of space assigned to HACAP Head Start.
4. To provide liability insurance coverage on equipment and persons involved in the programs.
5. Prohibit smoking in the building and on the grounds by staff.

The parties further agree that:

HACAP will send LCCDC a monthly invoice, for which payment will be made by the County within 30 days of receipt. The monthly invoice should be sent to the following address: Linn County Community Services, 1240 26th Avenue Court S.W. Cedar Rapids, Iowa 52404

The parties agree that the Family Support Worker may work up to 40 hours per week the month of August for the enrollment process and upon both parties approval.

Equipment at the Center may be the property of LCCDC or HACAP with each retaining all rights and control of its respective property. The parties agree to use reasonable care to protect supplies and equipment, which belong to either party to protect against unreasonable service and cost.

LCCDC and HACAP agree to hold each other harmless from liability for injury or damages on any type, or any other losses to any person or organization whatsoever, that may arise from the use of the premises in connection with the operations of the herein described activities.

Either party may terminate this agreement at any time for any reason by providing (30) day's advance written notice.

This agreement constitutes the entire agreement between the parties and shall be binding upon true successors and assignees of HACAP, and the administrators, successors, and assignees of LCCDC.

This agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

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

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

Authorized Representative(s) for Linn County Child Development Center

Chair, Linn County Board of Supervisors Date

Gloria Witzberger Date
Director Linn County Child & Youth Development Services

Authorized Representatives of Hawkeye Area Community Action Program, Inc.:

Jane Drapeaux, Chief Executive Director Date

Christi Regan, Early Childhood Program's Director Date

**AGREEMENT BETWEEN
LINN COUNTY BOARD OF HEALTH / PUBLIC HEALTH
AND LINN COUNTY COMMUNITY SERVICES / HOME HEALTH
FOR FY22 LOCAL PUBLIC HEALTH
SERVICES STATE APPROPRIATION FUNDS
AGREEMENT NUMBER: LPHS_LCCS_2022**

This Agreement is entered into this _____ day of _____ 2021, between the Linn County Board of Health / Public Health, hereinafter referred to as "LCPH", and Linn County Community Services/Linn County Home Health, hereinafter referred to as "Agency."

WHEREAS, Linn County Board of Health is authorized pursuant to § 137.103, 137.104, 2010 Code of Iowa to have jurisdiction over public health matters within the county and to provide personal health services as may be deemed necessary for the protection and improvement of the public health, and;

WHEREAS, in furtherance of the above stated goals LCPH has obtained funding from the Iowa Department of Public Health (hereinafter referred to as IDPH) to provide Home Health services, as defined in Title 641 of the Iowa Administrative Code, Chapter 80, to Linn County residents in need, and

WHEREAS, IDPH has authorized LCPH to contract with an agency to provide said Home Health services, and

WHEREAS, Linn County Home Health is an appropriate agency that has agreed to provide said Home Health services to Linn County residents in need.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, LCPH and Agency agree as follows:

I. AGENCY DUTIES

A. Service responsibilities:

1. Agency shall provide Home Health services (see "Approved Activity" chart below) that meet the standards outlined in IAC 641-80 to urban and

rural Linn County residents who meet the service priorities.

B. Program administration:

1. Agency shall administer the Home Health services program.
2. Agency agrees to adhere to all applicable conditions detailed in the FY21 Local Public Health Services Contract Special Conditions between LCPH and IDPH, a copy of which is attached hereto as Exhibit I and incorporated herein by this reference. An amendment extends the FY21 contract until the June 30, 2022, attached as Exhibit III.
3. Agency agrees to adhere to all applicable conditions detailed in the Iowa Department of Public Health Contract General Conditions (07-01-2019), a copy of which is attached hereto as Exhibit II and incorporated herein by this reference.
4. Agency shall cooperate with LCPH in providing information necessary to ensure compliance with this agreement, to evaluate performance of Agency in the provision of services, and to evaluate progress of Agency towards outcomes as identified below, or any additional outcome measures identified by IDPH.
5. The Agency agrees that it will not allow smoking or tobacco use within any portion of any indoor facility it leases, rents, or owns, and over which it has the authority to establish policy. The Agency agrees that it shall comply with Iowa's Smokefree Air Act, contained at Iowa Code chapter 142D.
6. Agency agrees to notify LCPH in writing within ten (10) working days of any changes in key personnel. The written notification shall include the name and title of the successor.

<u>APPROVED ACTIVITY</u>	<u>BILLING UNIT</u>	<u>OUTCOME MEASURE</u>
Home Care Aide (Homemaker)	One Hour of Service	% of consumers who responded to a data collection method and reported that homemaker services helped them remain in their home

7. Agency shall provide LCPH, IDPH and any of their duly authorized representatives with access to any documents, papers and records of the Agency, which are pertinent to this Agreement for the purpose of audit and examination.
8. Agency shall complete at a minimum an annual cost analysis, using a costing methodology approved by IDPH and supply LCPH and the IDPH Regional Community Health Consultant with a copy of the current cost report for the unit cost. The Agency may re-evaluate its cost semi-annually. Reimbursement will be based on the lower of cost or charges for each of the activities funded by the contract.
9. Agency shall submit monthly reimbursement claims for units of Home Health services provided up to a maximum allocation of **Two Hundred Sixteen Thousand Seven Hundred One Dollars (\$216,701)**.

Reimbursement claims shall be received by LCPH on or before the 10th day of the month following the month of service.

II. LCPH DUTIES:

- A. LCPH shall make available to Agency a maximum of Two Hundred Sixteen Thousand Seven Hundred One Dollars (\$216,701) for Home Health services on the condition that said funds are made available to LCPH by the Iowa Department of Public Health.

- B. LCPH shall be responsible for submitting billings for reimbursement to the Iowa Department of Public Health.
- C. LCPH shall monitor the Home Health services programs to ensure compliance with this agreement.
- D. LCPH shall work cooperatively with Agency to assure eligibility criteria are meeting the identified needs of County residents and are within funding allocations.
- E. LCPH shall assist Agency in establishing priority criteria and alternative service delivery options in the event of drastic funding reductions or increased service requests.

III. AGREEMENT ADMINISTRATION:

- A. During the Agreement term, the Director of LCPH shall be the agreement liaison for LCPH. The Executive Director of Linn County Community Services shall be the agreement liaison for Agency.
- B. The Agreement shall be amended only upon a written agreement executed by both parties, except upon a reduction in the amount of grant funds budgeted by the Iowa Department of Public Health. **UPON NOTICE OF A REDUCTION OF GRANT AMOUNTS RECEIVED BY LCPH FROM THE STATE, THIS AGREEMENT SHALL BE CONSIDERED AMENDED TO INCLUDE THE REDUCED GRANT AWARD.**
- C. The agreement may be terminated for cause upon the provision of sixty (60) days written notice. Causes for termination are:
 - 1. Mutual agreement of the parties.
 - 2. Determination by LCPH that insufficient funds are available to continue the services involved.
 - 3. Failure of either party to abide by the provisions of this Agreement.
 - 4. Reasonable cause to believe that there has been abuse or maltreatment of any persons receiving services by the employees or agents of Agency.

- D. All notices provided to be given hereunder shall be addressed to the Director of LCPH, 1020 6th St SE, Cedar Rapids, Iowa 52401 and to the Linn County Board of Health, or to such other places as LCPH or Agency shall designate by appropriate notice in writing and shall be sent by United States registered mail, postage prepaid.
- E. Agency entered into this Agreement pursuant to and by authority of its Board of Directors at its meeting of _____, 2021.
- F. This Agreement shall be effective **July 1, 2021 and terminate June 30, 2022.**

Health Director, Linn County Public Health

Chair Person, Linn County Board of Supervisors

1020 6th Street SE

Cedar Rapids, IA 52401

Address

Address

Date

Date

BOH-LCHH LPHS Contract FY22.docx
REV. 3/20

EXHIBIT I

Contract Declarations & Execution Page

CONTRACT #: 5881CO57	PROJECT TITLE: FY21 Local Public Health Services
CONTRACTOR LEGAL NAME AND ADDRESS: Linn County Board of Health 935 2nd St SW Cedar Rapids, IA 52404	PROJECT PERIOD: July 1, 2020 through June 30, 2021
STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: 00002127867	CONTRACT PERIOD: July 1, 2020 through June 30, 2021
Warrant/payment mailing address (if different from legal address): 1020 6th Street SE, Cedar Rapids, IA 52401	TOTAL CONTRACT AMOUNT: \$419,419.00
	FUNDING SOURCE: FEDERAL: \$0 STATE: \$419,419.00 OTHER:\$0 Interagency State: \$0 Interagency Federal: \$0 Private/Fees/Other:\$0
	Federal Subrecipient Addendum Needed? NO
IOWA CODE CHAPTER 8F DESIGNATION: This contract is NOT covered by Iowa Code chapter 8F	
The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application. The Contractor has reviewed and agrees to the Iowa Department of Public Health General Conditions Effective July 1, 2019 as posted on the Department's website under Funding Opportunities or as available by contacting Diane M Anderson at telephone (515) 242-6522. The Contractor specifies no changes have been made to the Special Conditions or General Conditions.	

The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the Department:

For and on behalf of the Contractor:

By: _____

By: _____

Sarah G. Reisetter, J.D.

Linn County Board of Health

Deputy Director, Iowa Department of Public Health

Special Conditions for Contract # 5881CO57

Article I- Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Department) and the Contractor, as identified on the contract face sheet.

Article II - Designation of Authorized State Official:

Sarah Reisetter, Deputy Director, Division of Deputy Director's Office is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to Diane M Anderson at telephone (515) 242-6522.

Article III - Designation of Contract Designation of Project Director:

1. The Contractor, as listed on the Contract Face Sheet, is responsible for financial and administrative matters of this Contract.
2. The Project Director, as designated by the Contractor and listed in Article IV – Key Personnel for Project Implementation, has the authority to manage the contract and the legal responsibility to assure compliance with all contract conditions. Negotiations concerning this contract should be referred to the Project Director.
3. The Project Director will receive key communications from the Department and will be responsible for keeping the Contractor and all Authorized Agencies informed of any relevant contract issues.
4. It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking site components including contractual forms such as work plans, personnel, budgets, and reporting forms, and claims submission. The Contractor designates **Pramod Dwivedi** as the Grantee Contact in IowaGrants (www.IowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

Article IV – Key Personnel:

The following individual(s) shall be considered key personnel for purposes of this contract:

Department Personnel

Name	Title	Email Address
Marisa Roseberry	Bureau Chief	marisa.roseberry@idph.iowa.gov
Becky Nowachek	Program Consultant	becky.nowachek@idph.iowa.gov
Diane M Anderson	Contract Manager	diane.m.anderson@idph.iowa.gov

Key Contractor Personnel

Name	Title	Email Address
Pramod Dwivedi	Project Director	health@linncounty.org

The Contractor shall notify the department in writing within ten (10) working days of any change of Key Personnel identified in this section. The Contractor is **required** to provide a request to the program contract manager through the correspondence section of the grant site, for the negotiation of the corresponding grant site component (s).

Article V - Statement of Contract Purpose:

The purpose of this contract is to provide partial financial support to local boards of health to assure core public health functions and essential public health services are delivered and to also increase the capacity of local boards of health to promote healthy people and healthy communities in compliance with 641 IAC 77 and 641 IAC 80.

Article VI - Description of Work and Services:

In compliance with the Department-approved work plan within IowaGrants, the Contractor along with its authorized agency(ies) shall:

1. Provide essential public health services and activities as determined by the local board of health.
2. Assure those services and activities provided conform with legislative requirements as directed by state appropriations from the 2020 General Assembly and 641 IAC 77 and 641 IAC 80.
3. Assure linkages between community partners, including at a minimum those partners receiving Department funding, as the Board of Health performs its role and responsibilities as defined in 641 IAC 77 (137).
4. Comply with all contract documents.
5. Report on activities, units, and costs in the manner required.
6. Be responsible for financial and administrative matters of the contract.
7. Designate an authorized agency(ies), a nonprofit or governmental entity, to provide one or more of the activities utilizing LPHS funds.
8. Maintain current contact information for all Board of Health members for the calendar year, including identification of new members and the Board of Health physician.

Article VII – Performance Measure

The contract performance measure is the completion and submission of the Governmental Public Health Survey, conducted by the Iowa Department of Public Health. The FY21 LPHS Performance Measure Documentation Report must be completed and submitted by the deadline of August 31, 2020.

The Department will review the Performance Measure Documentation Report for timely submission and for completion. The Department may request additional information to ensure satisfaction of all items in the performance measure document. The Contractor shall follow-up with the additional information or resubmission within the reasonable timeframe provided by the Department. If the Contractor fails to submit the Performance Measure Documentation Report by August 31, 2020 or is unable to verify or re-submit to the satisfaction of the Department within the designated time frame, a financial disincentive of \$800 will be withheld from the contractors' budget.

Questions concerning the Performance Measure Report should be referred to the assigned Regional Community Health Consultant (RCHC).

The Contractor shall submit any documentation required for the performance measure into the Progress Reports component of the grant site within IowaGrants.gov.

Article VIII – Reports:

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants.

Report Title	Form Frequency/Type	Date Due
Local Board of Health Meeting Minutes	Board Minutes	Within 2 weeks of BOH approval
LPHS Final Report	Final Report	September 30, 2021
Performance Measure Documentation Report	Performance Measure Documentation	August 31, 2020
Subcontract Documents	Subcontract Documents	Prior to submission of 1st claim.

Article IX - Budget:

The LPHS Contract is funded through Essential Public Health Services appropriation.

The Contractor shall receive written approval from the Department prior to spending the final three (3) percent of all funds awarded.

Article X - Payments:

1. Submission of Claims for contract period:
The Contractor shall complete and submit a monthly claim via IowaGrants within 45 days of the month of expenditures.
2. The Contractor shall be reimbursed on a unit cost basis for the provision of essential public health services. Using costing methodology approved by the Department, each Authorized Agency shall complete and submit a current annual cost analysis for each activity to be billed to the Contract.

The Department shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Department may elect not to pay claims that are considered untimely.

3. End of State Fiscal Year Claims Submission: Notwithstanding the time frames above, and absent:
 - i. longer timeframes established in federal law or
 - ii. the express written consent of the Department,the Contractor shall submit all claims to the Department by August 10th for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Department will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10th, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Department may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

4. The Department shall pay all approved invoices/claims in arrears. The Department 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.
5. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.
6. Warrants (payments) for services provided under this contract will be made payable to the Contractor and mailed to the Contractor at the Contractors Legal Address as listed on the contract face page.
 - a. If the Contractor authorizes payments under this contract to be mailed to an address other than the Contractor's Legal Address, the Contractor shall provide that address to the Department in the Alternate Mailing Address portion of the Business Organization Form – Contact Information section of the grant site form found in IowaGrants.

- b. This address will be inserted in the 'Warrant/payment mailing address (if different from legal address)' field on the contract face page.
7. All funding payable to the Contractor must be received by the County Treasurer Office [Iowa Code 331.552(1)] and credited to the general fund of the county [Iowa Code 331.427(1)]. If the Department is made aware the funding payable to the Contractor is deposited into an account other than County Treasury, all current and future contractual funds issued by the Department (regardless of contractual program) will be delivered to the Contractor only via Electronic Fund Transfer (EFT) or by mailing the warrant to the Contractor if the EFT option has not been activated by the Contractor.

Article XI – Additional Conditions

1. The local board of health shall assure linkages between community partners, including at a minimum those partners receiving Department funding, as the board of health performs its role and responsibilities as defined in 641 IAC 77(137).
2. The local board of health minutes shall be available for all Department staff to view on www.iowaGrants.gov
3. The Contractor shall assure and support the plan for utilization of the LPHS contract funds.
4. A revised reimbursement rate for an activity may be proposed by submitting an approved costing methodology and current cost analysis to the Contractor's assigned Regional Community Health Consultant for review and approval. The cost analysis must include a minimum of six months of data. Reimbursement rates may be changed a maximum of two times per contract year.
5. An Authorized Agency for LPHS Contract is a nonprofit or governmental entity authorized by the Contractor to provide one or more activities utilizing funds included in the contract.
 - a. If the Contractor is the governing body of an Authorized Agency a written subcontract for services is not required.
 - b. If the Contractor is not the governing body of an Authorized Agency providing services with these contract allocations, an annual subcontract must be executed by and between the Contractor and the Authorized Agency; refer to the Department's General Conditions section 5. The subcontract must be approved by the RCHC at least annually.
6. In addition to the provisions of Section 18, Withholding of Support, of the Department's General Conditions, the following provision shall apply to this Contract: The Department shall withhold payment of LPHS Contract allocations to the Contractor if:
 - a. Contractor fails to submit required contractual reports as outlined by the Department until reports have been submitted in a timely manner, received, verified and approved by the Department.
 - b. Contractor fails to submit required sub contract between the Contractor and an Authorized Agency for approval by the Department.
 - c. An Authorized Agency is found to be noncompliant with 641 IAC chapter 80(137) and fails to submit and implement a corrective action plan in a timely manner.
7. A request to modify the Contract or sections of the approved application will be handled through a negotiation process within Grant Tracking. Request should be submitted through correspondence.
8. Alternative plans must be submitted by the Contractor and approved by the Department. The Department reserves the ability to reconsider the use and submission of alternative plans for

Essential Public Health Service funds due to any unforeseen circumstance (s) or an event that may result in the utilization of funds that deviate from the historical pattern or trend.

9. In addition to the reallocation process as defined in 641 IAC 80 (135), the Department may reallocate Essential Public Health Service funds at any time during the contract year. If a Contractor fails to expend 75% of funds awarded for expenses incurred through March 31, 2021 the difference between funds remaining and 25% may revert to the Department for possible reallocation at the Department's discretion. A Contractor's eligibility to receive reallocated funds will be determined by the Contractor's timely submission of claims by February 15, 2021.
10. Local public health agencies can request limited WIC participant data from their local WIC agencies. The WIC participant data that can be disclosed includes the following:
 - Participant name,
 - Address,
 - Phone number,
 - Date of birth, and
 - WIC participant category (i.e. infant, child, pregnant, breastfeeding, not breastfeeding).

Records and data regarding participants, applicants, and vendor information for the Iowa WIC Program are confidential (Iowa Code Section 22.7(2), 641 IAC 73.25(135), and 7 CFR 246). According to the Federal Register (7 CFR 246.26(h) (3) (ii) and 7 CFR 246.26(h)(3)(i)) , "The receiving organizations may use the confidential applicant and participant information only for:

- a. Establishing the eligibility of WIC applicants or participants for the programs that the organization administers;
- b. Conducting outreach to WIC applicants and participants for such program;
- c. Enhancing the health, education, or well-being of WIC applicants or participants who are currently enrolled in such programs, including the reporting of known or suspected child abuse or neglect that is not otherwise required by State law;
- d. Streamlining administrative procedures in order to minimize burdens on staff, applicants, or participants in either the receiving program or the WIC Program; and/or
- e. Assessing and evaluating the responsiveness of a State's health system to participants' health care needs and health care outcomes."

The receiving organizations will assure that it will not use the information for any other purpose or disclose the information to a third party.

EXHIBIT II

IOWA DEPARTMENT OF PUBLIC HEALTH GENERAL CONDITIONS Effective 07.01.2019

1. General

a. This is an integrated contract between the Department and the Contractor which consists of the specifications, terms, and conditions of all solicitation documents issued by the Department, the Contractor's proposal, the Special Conditions, these General Conditions, and any written amendments made in accordance with the provisions herein. In the event of a conflict between or among the provisions of the Contract Documents, the governing language shall be from the Contract Document listed first in the following list: (1) Written amendment mutually executed by the parties; (2) Special Conditions; (3) General Conditions; (4) Request for Proposal (RFP) or other solicitation document; and (5) Contractor's proposal.

b. The Contractor shall provide the necessary facilities, materials, services, and qualified personnel to satisfactorily perform and provide all the work and services set forth in this contract. The Contractor shall provide Deliverables that comply with and conform to the Specifications. The contract budget shall be the basis for the Contractor's expenditure of the contract amount.

2. Definitions

a. "Contract" means the collective documentation memorializing the terms of the agreement between the Department and the Contractor identified on the Contract Declarations & Execution Page(s) and includes the signed Contract Declarations & Execution Page(s), the Special Conditions, the RFP or other solicitation document, Contractor's approved proposal, these General Conditions, any Special Contract Attachments and Amendments, and all other attachments and amendments to the Contract Declarations & Execution Page(s).

b. "Contractor" means the organization or individual contracting with the Department.

c. "Department" means the Iowa Department of Public Health.

d. "Deliverables" means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.

e. "Records" means all of the documents, papers, sound recordings or other material, regardless of physical form or characteristics and including electronic records, made, produced, executed or received pursuant to law in connection with the transaction of official business of state government.

f. "Related party transaction" means a contractual arrangement for the provision of services with an employee, consultant, or member of a governing body of the Contractor who has a family, business, or other tie to the service to be provided.

g. "Special Conditions" means the Contract attachment entitled "Special Conditions" that contains terms specific to this Contract, including but not limited to the Scope of Work, contract payment terms, and any amendments to these General Conditions. If there is a conflict between the General Conditions and the Special Conditions, the Special Conditions shall prevail.

h. "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 RFP or other solicitation document, and the Proposal. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

- i. "State" means the State of Iowa.

3. Accounts and Records

a. The Contractor shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. Cash contributions made by the Contractor and third party in-kind (property or service) contributions shall 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.

b. The Contractor shall maintain accounting records supported by source documentation including but not limited to cancelled checks, paid bills, payrolls, time and attendance records, and contract award documents.

c. 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.

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

e. The Contractor shall retain all accounting and financial records, programmatic records, supporting documents, statistical records and other records reasonably considered as pertinent to the contract, for a period of five (5) years from the day the Contractor submits its final expenditure report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) 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 five (5) year period, whichever is later. Client records which are non-medical must be maintained for a period of five (5) years.

f. The Contractor shall retain all medical records for a period of six (6) years from the day the Contractor submits its final expenditure report; or in the case of a minor patient or client, for a period of one (1) year after the patient or client attains the age of majority, whichever is later.

g. The Contractor shall maintain the confidentiality of all records of the project in accordance with state and federal laws, rules, and regulations, and the terms of section 9 of these general conditions.

4. Equipment

a. Definition of Equipment. Any item costing \$5,000 or more and having an anticipated life of one year or more.

b. Title and Disposition. Title to equipment purchased in whole or in part with Department funds resides with the Department. Upon contract expiration or termination the Department reserves the right to transfer title to the equipment to the State, the Contractor, or another contractor. The Contractor must receive written approval from the Department before disposing of any equipment during the contract period.

c. Records. The Contractor shall maintain inventory control records and maintenance procedures for all equipment purchased in whole or in part with Department funds or obtained from state surplus or the Department. Equipment records shall include the following for each item: state tag number (or Contractor inventory number if no state tag has been assigned); description; physical location; name of the contract purchased under; percentage of total cost of item paid for by Department funds; and, if available, vendor name, manufacturer's serial number, purchase price, date of acquisition, date of disposition, disposition price, and type of disposition.

d. Control System. A control system (including an annual physical inventory) shall be implemented to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be investigated, fully documented, and reported to the Department. The Contractor shall also report suspected theft to local law enforcement. Where the Contractor is authorized to sell the equipment, sale procedures shall provide for competition to the extent practicable and result in the highest possible disposition price.

5. Procurement Standards and Subcontracting

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

b. Subcontracting. None of the work or services relating to this contract shall be subcontracted to another organization or individual without specific prior written approval by the Department except for subcontracts under \$2000. To obtain approval, the Contractor shall submit to the Department the proposed contract or written agreement between the parties. The proposed contract or agreement shall contain:

- (1) A list of the work and services to be performed by the subcontractor.
- (2) The contract policies and requirements.
- (3) Provision for the Department, the Contractor, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
- (4) The amount of the subcontract.
- (5) A line item budget of specific costs to be reimbursed under the subcontract or agreement or other cost basis for determining the amount of the subcontract as appropriate.
- (6) A statement that all provisions of this contract are included in the subcontract including audit requirements.
- (7) Period of performance.
- (8) Any additional subcontract conditions.

c. Any subcontract or other written agreement shall not affect the Contractor's overall responsibility and accountability to the Department for the overall direction of the project.

d. If during the course of the subcontract period the Contractor or subcontractor wishes to change or revise the subcontract, prior written approval from the Department is required.

e. The Contractor shall maintain a contract administration system which ensures that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

f. The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of any subcontract. 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.

6. Program Income

a. Program income means gross income earned by the Contractor from sources other than the Department that is directly generated by a contract-supported activity or is earned as a result of the contract agreement. It includes, but is not limited to, income in the form of fees for services performed during the contract or subcontract period, proceeds from the sale of tangible personal or real property or equipment, usage or rental fees, and patent or copyright royalties.

b. Program income may be retained by the Contractor and shall be used for the program in accordance with the conditions of the contract unless the Special Conditions of the contract specify otherwise. Program income may be used to meet the cost sharing or matching requirement of the contract.

c. When prior year refunds or rebates result from the expenditure of Department provided funds, they shall be returned to the Department in the same proportion that the Department funds are to the project's total income or income related to any subcontract, as appropriate.

d. Cash advances, whether permanent or in the form of working capital, must be maintained in interest bearing accounts. Interest earned by the Contractor on cash advances shall be allocated by the Contractor to the program for which the cash advance was received. All interest earned on cash advances shall be remitted to the Department on a quarterly basis, or more frequently if requested by the Department. Interest amounts up to \$250 per contract period in the aggregate for all federal funded programs may be retained by the Contractor for administrative expenses only.

7. Non-Supplanting Requirement

Federal and State funds made available under this contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and State funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.

8. Publications, Copyrights and Rights in Data, and Patents

a. Publications. The Contractor shall not publish the results of contract activity without prior written approval by the Department. Such publication (written, visual, or audio) shall contain an acknowledgment of Department contract support. A copy of any such publication shall be furnished to the Department at no cost.

b. Rights in Data. Records and data provided by or collected on behalf of the Department pursuant to this contract shall remain the property of the Department at all times.

c. Ownership and Assignment of Other Deliverables. Contractor agrees that the State and Department shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to the State and the Department 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. Contractor represents and warrants that the State and the Department 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 Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of 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 Department and the payment of such royalties or other compensation as the Department deems appropriate. Unless otherwise requested by Department, upon completion or termination of this Contract, Contractor will immediately turn over to Department all Deliverables not previously

delivered to Department, and no copies thereof shall be retained by Contractor or its employees, agents, subcontractors or affiliates, without the prior written consent of Department. To the extent any of 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, 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.

c. Patents. If any patentable invention is developed by an employee of the Contractor in the course of employment related to this contract, such invention shall be reported to the Department. The Department shall be entitled to a share, proportionate to Department funding, of rights to said invention, including title to and license rights under any patent application or patent which may be issued.

d. Use of Department identifiers. Any use of the Department's name, logo, or other identifying information must have prior written approval from the Department.

9. Release of Information and Confidentiality of Records and Data

a. Release of Contract Information to the Department. The Contractor agrees to provide to the Department, upon request, all records related to the contract including, but not limited to, client records, statistical information, data, board and other administrative records, and financial records, including budget, accounting activities, financial statements, and the annual audit in accordance with Code of Federal Regulations, Title 45.

b. Confidentiality of Client Records. The Contractor's policies and procedures shall provide that records regarding the identity, diagnosis, prognosis, and services provided to any client in connection with the performance of the contract are confidential and that such records shall be disclosed only under the circumstances expressly authorized under state or federal confidentiality laws, rules or regulations. The Contractor shall maintain all identifiable and personal indicators related to records and data as strictly confidential and shall not use or release such records or data for any purpose unless authorized by the contract. The Contractor may not link the data provided by the Department or collected by the Contractor with any other datasets without prior written permission from the Department.

c. Security of Client Files and Data. The Contractor's employees, agents, and subcontractors shall be allowed access to confidential records only as necessary for the performance of their duties related to the contract and in accordance with the policies and procedures of the custodian of the records. The Contractor shall maintain policies and procedures for safeguarding the confidentiality of such data, and may be liable civilly or criminally under state or federal confidentiality laws, rules or regulations for the unauthorized release of such information.

d. Unauthorized Disclosure. The Contractor shall maintain the confidentiality of all records related to this contract in accordance with state and federal laws and regulations. The Contractor shall protect from unauthorized disclosure all confidential records and data, including but not limited to the names and other identifying information of persons receiving services pursuant to this contract, except for statistical information not identifying any client. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract. The Contractor shall promptly transmit to the Department all requests for disclosure of such identifying information to anyone other than the Department and the Contractor shall not disseminate such information without prior written authorization from the Department. For purposes of this paragraph, the term "identifying" shall include, but not be limited to, name, identifying number, symbol, or other identifier particularly assigned to the individual. The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information. The Contractor's obligations under this section shall survive termination of this contract.

e. The Contractor's obligations under this section of the Contract shall survive termination or expiration of this Contract.

10. Confidentiality, IT Standards and Security

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

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

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

b. The Contractor will take all precautions and actions necessary to: (i) prevent unauthorized access to the Department's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the Department's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Contractor agrees that it will not copy, reproduce, transmit, or remove any Department (or State) information or data without the prior written consent of the Department. Contractor agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the Department or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Contractor or Contractor's employees, agents and subcontractors. Breaches of security include, but are not limited to:

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

c. The Contractor shall immediately report to the Department any such breach of security. In the event of a breach of this section or any breach of security as described herein, the Department may terminate this Agreement

immediately without penalty or liability to the Department and the State and without affording Contractor any opportunity to cure.

11. Conflict of Interest

a. The provisions of Iowa Code Chapter 68B shall apply to this agreement. In the event a conflict of interest is proven to the Department, the Department shall terminate the contract, and the Contractor shall be liable for any excess costs to the Department as a result of contract default.

b. 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.

c. The Contractor shall report any related party transaction to the Department. Written approval from the Department shall be required prior to such transaction.

d. The Contractor represents and warrants that no relationship exists or will exist during the Contract period between the Contractor and the Department that is a conflict of interest. No employee, officer, or agent of the Contractor or a subcontractor shall participate in the selection, award, or administration of a contract or subcontract if a conflict of interest exists.

12. Private Consultation

Employees of the Contractor whose salaries are paid by Department funds shall not engage in private consultation during the hours that are paid for by Department funds.

13. Qualifications of Staff

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.

14. Insurance

The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. 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 Department shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable. Unless otherwise requested by the Department 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 addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

15. Audit or Examination of Records

a. Contractors that expend \$750,000 or more in a fiscal year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single Audits must be completed and the data collection

form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. The contractor shall submit to the Department one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor.

b. Contractors that are independently audited but not required to submit the audit report per the criteria above, Article 15.a. shall submit one (1) copy of the audit report to the Department within thirty (30) working days of its issuance, unless specific exemption is granted in writing by the Department. To be submitted with the audit is a copy of the separate letter to management addressing non-material findings, if provided by the auditor

c. The Department 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 Department within thirty (30) working days of its issuance, unless specific exemption is granted in writing by the Department. The Contractor shall submit with the audit report a copy of the separate letter to management addressing non-material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

d. The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Department. When the Department has agreed in writing to pay for the required audit services, the Department reserves the right to refuse payment for audit services which do not meet Federal or State requirements.

e. The Department may require a pre-award survey by the State Auditor for contractors.

f. The Contractor agrees that the Department, Auditor of the State or any 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, shall have access to, and the right to examine, audit, excerpt and transcribe any pertinent books, documents, paper, and records of the Contractor related to order, invoices, payments or other documentation pertaining to this contract.

g. The Contractor agrees that the Department or its authorized representatives may have access to medical records and quality assurance materials for purposes of an independent audit of quality assurance and quality of care.

h. The Contractor shall not charge the Department a fee to audit, inspect or examine Contractor's records.

16. Contract Performance

a. The Department reserves the sole right to monitor Contractor performance through site visits, reports, or other means deemed necessary by the Department. The Contractor agrees that the Department may conduct site visits to review contract compliance, assess management controls, assess relevant services and activities, and provide technical assistance. The Contractor agrees to ensure the cooperation of the Contractor's employees, agents, and board members in such efforts and provide all requested information to the Department in the manner determined by the Department.

b. Following each site visit or review of requested information, the Department may submit a written report to the Contractor which identifies the findings. A Corrective Action Plan with a timetable to address any deficiencies or problems noted in the report may be requested. The Corrective Action Plan shall be submitted to the Department for approval within the timelines outlined in the written report. The Contractor agrees to implement the plan after it is approved by the Department. Failure to do so may result in suspension or termination of the contract.

17. Availability of Funds

The disbursement of funds under this contract is contingent upon the continued availability of federal, state, or private funds to the Department.

18. Withholding of Support

a. With five (5) working days written notice, the Department may temporarily withhold payment of Department funds. The Contractor may be required to submit a corrective action plan for approval by the Department. Reasons for withholding payment of funds may include, but are not limited to:

- (1) Delinquency in submitting required reports.
- (2) Failure to show satisfactory progress in achieving the objectives of the project or failure to meet the terms and conditions of the contract.
- (3) Failure to provide adequate management of contract funds or equipment.
- (4) Failure of any Deliverable to meet or conform to any applicable Specifications.

b. Temporary withholding of funds does not constitute just cause for the Contractor to interrupt services to clients or to otherwise cease work under this Contract. No interest shall accrue or be paid to the Contractor on any amounts withheld or retained by the Department under this Contract.

19. Suspension

a. When, as determined by the Department, a Contractor has materially failed to comply with the terms and conditions of the contract, the Department may suspend the contract, in whole or in part, upon written notice. The notice of suspension shall state the reason(s) for the suspension, any corrective action required, and the effective date.

b. The Department shall have the right to suspend the contract without penalty by providing ten (10) days written notice to the Contractor if any of the following conditions exist:

- i. The legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- ii. Adequate funds are de-appropriated, reduced, or not allocated or available or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason;
- iii. The Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department;
- iv. The Department's duties are substantially modified.

c. A suspension shall be in effect until the Contractor has provided evidence satisfactory to the Department that corrective action has been or will be taken, until the contract is terminated; or until sufficient funding is reallocated to the Department, as determined by the Department in its sole discretion.

d. Obligations incurred by the Contractor during the suspension period shall not be allowed unless expressly authorized in the notice of suspension or otherwise expressly approved by the Department. Necessary costs which the Contractor could not reasonably avoid during the suspension shall be allowed only if the Contractor had a prior obligation for those expenses.

20. Termination

a. This Contract may be terminated by the Contractor upon sixty (60) days advance written notice only for the failure of the Department to comply with any material term, condition, or provision of this Contract, including but not limited to the failure to make timely payment for work performed on the Deliverables. In this event, the Contractor shall deliver to the Department written notice specifying the nature of the Department's default. The Department shall have the sixty day notice period to correct the problem that resulted in the default notice.

b. This Contract may be terminated effective immediately by either party when circumstances beyond the control of the Department or the Contractor make continuation of this contract impossible.

c. This Contract may be terminated solely by the Department for any of the following reasons:

(1) Default by the Contractor. The failure of the Contractor to comply with any material term, condition, or provision of this contract shall constitute a default by the Contractor. In this event, the Department shall deliver to the Contractor written notice specifying the nature of the Contractor's default. The Department's notice shall also include any penalties due for late or unsatisfactory performance. The Department may make termination of the contract effective immediately. If the notice of default sent by the Department does not indicate that the contract shall be terminated effective immediately, the Contractor shall have ten (10) days after receipt of such notice to correct the problem which resulted in the default notice and to submit payment for the fine imposed. The Department may thereafter issue a notice of immediate termination if the default is not corrected to the satisfaction of the Department or payment of the proposed fine is not received within the ten-day period.

(2) The Convenience of the Department. The Department may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor whenever, for any reason, the Department shall determine that such termination is in the best interest of the State. In this event, the Department shall issue a termination notice to the Contractor at least ten (10) days prior to the effective termination date. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract up to and including the date of termination.

(3) Bankruptcy or Insolvency. Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:

i. 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;

i. Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;

ii. Making an assignment for the benefit of creditors;

iii. 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 Contractor's performance of its obligations under this Contract; or

iv. Taking any action to authorize any of the foregoing.

(4) Lack of Funds or Change in Law. Notwithstanding anything in this Contract to the contrary, the Department shall have the right to terminate this contract without penalty by providing ten (10) days written notice to the Contractor if any of the following conditions exist:

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

ii. Adequate funds are de-appropriated, reduced, or not allocated or available or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason;

iii. The Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department;

iv. The Department's duties are substantially modified.

(5) Conflict of interest. In the event that the Contractor is proven to have a conflict of interest, as defined in section 11 of this contract, the Department shall immediately terminate this contract.

d. In addition, the Department may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

i. Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or other solicitation document or the Proposal that is false, deceptive, or materially incorrect or incomplete;

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

iii. Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;

iv. Contractor terminates or suspends its business;

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

vi. 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;

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

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

ix. Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy.

e. In the event of termination, the Contractor shall be reimbursed by the Department only for those allowable costs incurred or encumbered up to and including the termination date, subject to the continued availability of funds to the Department. Upon receipt of notice of termination the Contractor shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Contractor shall also immediately cease using and return to the Department any personal property, equipment, or materials provided by the Department to the Contractor and shall immediately return to the Department any payments made by the Department for services that were not rendered by the Contractor.

f. In the event of termination, the Contractor agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, reports, and models. The Contractor shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Contractor fails to ensure a smooth transition of services to clients, the Department may, at its sole discretion, place the Contractor on its list of contractors barred from entering into any contract with the Department and immediately terminate all other existing contracts between the Department and the Contractor. The Contractor shall cooperate in good faith with the Department and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider. The Contractor shall immediately return to the Department any payments made by the Department for Deliverables that were not rendered or provided by Contractor. The Contractor shall immediately deliver to the Department any and all Deliverables for which the Department 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 as that time.

g. Should this contract be terminated under subsection 20(c)(1) ("Default by the Contractor") or subsection 20(c)(3) ("Bankruptcy or Insolvency" of the Contractor), or should the Contractor fail to ensure a smooth transition of services to clients as required by subsection 20(f), the Department may, at its sole discretion, place the Contractor on its list of contractors barred from entering into any contract with the Department. Such placement may be permanent or for an indefinite period of time with no possibility of reinstatement for a fixed period of time, at the sole discretion of the Department. The Department may also, at its sole discretion, immediately terminate all contracts between the Department and Contractor if the Contractor is placed on the barred list of contractors.

h. The Department shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates; any costs incurred by 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; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract; any taxes 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.

i. The Department reserves all administrative, contractual and legal remedies which are available in the event that the Contractor violates or breaches the terms of this contract.

j. In the event that Contractor owes the Department or 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 Department may, in its sole discretion, set off any such sum against: (1) any sum invoiced by, or owed to, Contractor under this Contract, or (2) any sum or amount owed by the State to Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

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

21. Recovery of funds

If the Department or any state or federal agency determines that the Contractor has been reimbursed for any cost that is unallowable, unallocable, or unreasonable under this contract, the Contractor shall repay those funds within thirty (30) business days of receiving written notice from the Department. The Department may additionally withhold any payment under this contract if the Contractor fails to repay those funds by the established deadline. The Contractor's obligation to repay funds survives the termination of this contract.

22. Indemnification

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

- a. Any violation of this contract.
- b. Any negligent, intentional, or wrongful act or omission of the Contractor, its officers, employees, agents, board members, contractors or subcontractors, or any other person in connection with this project.
- c. Any infringement of any patent, trademark, trade dress, trade secret, copyright, or other intellectual property right.
- d. The Contractor's performance or attempted performance of this contract.
- e. Any failure by the Contractor to comply with all federal, state, and local laws and regulations.
- f. 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.
- g. The death, bodily injury or damage to property of any enrollee, agent, employee, business invitee or business visitor of the Contractor or any of its subcontractors.
- h. Any failure by the Contractor to adhere to the confidentiality provisions of this contract.

23. Changes of Key Personnel

The Contractor's personnel specified by name and title in Article IV of the Special Conditions are considered to be essential to the work or services being performed. If, for any reason, substitution or elimination of a specified individual becomes necessary, the Contractor shall provide written notification to the Department. Such written notification shall include the successor's name and title. The Contractor shall notify the Department in writing within ten (10) working days of any change of key personnel. A copy of the resume for a director hired during the course of the contract shall also be sent to the Department within ten (10) working days from the date of hire.

24. Assignment

a. This contract shall not be assigned, transferred, or conveyed in whole or in part by the Contractor to any third party or parties without written approval in advance by the Department. The Department reserves the right to not contract with a new contractor.

b. A written agreement with the Contractor to relinquish all rights to the project, and a written agreement with the new contractor to accept all the terms and conditions of the contract shall be submitted to and approved in writing by the Department prior to the date of transfer.

25. Changes in Location

The Department shall be notified of any change in office or service location from that shown in the contract at least ten (10) working days prior to such change

26. Changes in Service

Changes in the services to be provided by the Contractor as outlined in the contract require prior written approval by the Department. Discontinuation of any service may result in a decrease in the contract amount or termination of the contract.

27. Warranties

a. Construction of Warranties Expressed in this Contract with Warranties Implied by Law. Warranties made by the Contractor in this Contract, whether: (a) this Contract specifically denominates the Contractor's promise as a warranty; or (b) 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 Department, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through 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. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

b. The Contractor represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by 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 Department hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the Department hereunder or under any license agreement related hereto without violating any rights of any third party; (ii) 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 Department herein; and (iii) the Department shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

c. The Contractor represents and warrants that: (i) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (ii) the Department'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. 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. Contractor shall inform the Department in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Contractor shall, at the Department's request and at the Contractor's sole expense: (i) procure for the Department the right or license to continue to use the Deliverable at issue; (ii) replace

such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to the Department all fees, charges and any other amounts paid by the Department with respect to such Deliverable. In addition, 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 Contractor in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Department and shall survive termination of this Contract.

d. The Contractor represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Special Terms. During the Warranty Period 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 Department or within such other period as the Department specifies in the notice. In the event Contractor is unable to repair, correct or replace such Deliverable to the Department's satisfaction, 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 Department shall be entitled to pursue any other available contractual, legal or equitable remedies. Contractor shall be available at all reasonable times to assist the Department with questions, problems and concerns about the Deliverables, to inform the Department 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 Deliverable may have been accepted by the Department, and provide the Department with all necessary materials with respect to such repaired or corrected Deliverable.

e. 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 Department notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to the Department, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, Contractor shall reimburse the Department any fees or compensation paid to Contractor for the unsatisfactory services.

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

g. 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 Department will not have any obligations with respect thereto.

28. Contract Administration

a. Invalidity. If any provision of this contract is in conflict with any state or federal law or shall be declared to be invalid by any state or federal court of record, such invalidity shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion shall continue to be in effect.

b. Status of Contractor. The Contractor shall at all times be deemed an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency, Department, or division of the state. The Contractor shall be responsible for all its withholding taxes, social security, unemployment, worker's compensation and other taxes and shall hold the Department harmless for any claims for same. If the Contractor is a non-profit organization or affiliated with a government organization, the Contractor shall file all required state and federal reports to maintain such status.

c. Compliance with the law.

- i. The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, or rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, executive orders, and orders when performing the work and services under this Contract, including without limitation the following: all laws applicable to the prevention of discrimination in employment (including Iowa Code section 19B.7 and chapter 216), all laws applicable to the nondiscriminatory provision of services or benefits, all laws applicable to accessibility of facilities, and all laws applicable to the use of targeted small businesses as subcontractors or suppliers.
- ii. The Contractor, its employees, agents, and subcontractors shall also comply with all federal, state, and local laws regarding permits and licenses that may be required to carry out the work and services to be performed under this Contract.
- iii. The Contractor may be required to submit its affirmative action plan, containing goals and time specifications and accessibility plans and policies, to the State to comply with the requirements of 11 IAC chapter 121.
- iv. In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.
- v. The Contractor agrees that compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the Department of Administrative Services prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor, its successors, and assignees. Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the Department may cancel, terminate, or suspend, in whole or in part, this Contract. The Department may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law.
- vi. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables. Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

d. Not a Joint Venture. Nothing in this contract shall be construed as creating or constituting the relationship of a partnership or joint venture between the parties hereto. Each party shall be deemed to be an independent contractor acting toward the mutual benefits expected to be derived herefrom. 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.

e. Joint Entity. 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, and for any default of such activities and obligations.

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

g. Waiver. Except as specifically provided for in a written waiver signed by duly authorized representatives of the Department 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 breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

h. Headings or Captions. The section and subsection headings or captions are for identification purposes only and do not limit or construe the contents of the sections and subsections.

i. Supersedes former Contracts. This contract supersedes all prior contracts between the Department and the Contractor for work and services provided in connection with this contract.

j. 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.

k. Amendments. This agreement may be amended in writing by mutual consent of the parties. All amendments to this agreement must be fully executed by the parties.

l. Integration. This agreement represents the entire agreement between the parties and none of the parties are relying on any representation that may have been made which is not included in this agreement.

m. 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. 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. The party seeking to exercise this provision 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.

n. Obligations beyond contract term. This contract shall remain in full force and effect to the end of the specified term or until terminated or cancelled pursuant to this contract. All obligations of the Department and the Contractor incurred or existing under this contract as of the date of expiration, termination or cancellation shall survive the termination, expiration, or conclusion of this contract.

o. Authorization. Each signatory to this Contract or subsequent Contract amendments represents and warrants to the other parties that:

- i. The signatory has the right, power, and authority to enter into this agreement and to bind the party represented by the signatory to this agreement
 - ii. The party has the right, power, and authority to perform its obligations under the agreement;
 - iii. The party has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this agreement and this agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- p. **Immunity from Liability.** Every person who is a party to the Contract is hereby notified and agrees that the State, the Department, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.
- q. **Public Records.** The laws of the State require procurement records to be made public unless otherwise provided by law.
- r. **Taxes.** The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.
- s. **Legislative Changes.** The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Department liable in any manner for the resulting changes. The Department shall use best efforts to provide thirty (30) days written notice to the Contractor of any legislative change. During the thirty (30) day time period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative changes. Nothing in this subsection shall affect or impair the Department's right to terminate the Contract pursuant to the termination provisions.
- t. **Right to Address Board of Directors or Other Managing Entity.** The Department reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding Contract performance, expenditures, or any other issue as deemed appropriate by the Department.

29. Contractor's Certification regarding Suspension and Debarment

The Contractor certifies pursuant to 31 CFR part 19 that neither it nor its principles are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal Department or agency. The Contractor further agrees to comply with the regulations implementing executive order 12549 regarding debarment and suspension.

30. Contractor's Certification regarding Lobbying

The Contractor certifies that:

- a. No Federal appropriated funds or Other funds originating as Federal 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 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- i. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- ii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code of Federal Regulations. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

b. No State appropriated funds or Other funds originating as State appropriated funds shall be used for the compensation of a lobbyist. For purposes of this section, "lobbyist" means the same as defined in Iowa Code Section 68B.2; however, "lobbyist" does not include a person employed by a state agency of the executive branch of state government who represents the agency relative to the passage, defeat, approval, or modification of legislation that is being considered by the general assembly.

c. The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

31. Contractor's Certification regarding Brokering

The Contractor certifies 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 by the Contractor for the purpose of securing business. For breach or violation of this certification, the Department shall have the right to terminate this contract without liability, or in its discretion, to deduct from the contract price or to otherwise recover the full amount of such commission, percentage, brokerage, or contingency.

32. Contractor's Certification regarding a Drug Free Workplace

The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the Department within five (5) working days after the conviction.

33. Contractor's Certification Regarding Environmental Tobacco Smoke

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the

imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

b. The Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

c. The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$ 1000 per day.

34. Tobacco Free Environment

The Contractor agrees that it will not allow smoking or tobacco use within any portion of any indoor facility it leases, rents, or owns, and over which it has the authority to establish policy. The Contractor agrees that it shall comply with Iowa's Smokefree Air Act, contained at Iowa Code chapter 142D.

35. Compliance with Iowa Code chapter 8F.

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

36. Compliance with Federal Funding Accountability and Transparency Act

If the Contract is subject to the provisions of 2 CFR Chapter 1 Part 170, the Contractor certifies it will comply with the requirements of this Act. The Contractor shall forward any required documentation, including but not limited to certifications to the Department.

37. Enhancement of Contractor Employee Whistleblower Protections

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

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

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

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

- A member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,

- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

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

EXHIBIT III

CONTRACT #: 5881CO57	AMENDMENT : 2
CONTRACTOR: Linn County Board of Health	PROJECT TITLE: FY21 Local Public Health Services

Pursuant to the Proclamation of Disaster Emergency for COVID-19, Section 147, the Iowa Department of Public Health (IDPH) is suspending service procurement process for this contract and waiving or altering conditions and expectations of the above-mentioned contract as outlined herein. This flexibility is meant to mitigate the direct and indirect effects of this public health disaster on our contractors and IDPH staff.

The contract is amended to provide for a one-year extension. The contract period for this extension is **July 1, 2021 through June 30, 2022**. The new contract number for the extension period will be **5881CO57E**. The end date of the project period is now **June 30, 2022**. The contract amount for this extension will be **\$421,154.00**. The funding source will be State.

Notice: The funds and budget outlined in the SFY21 contract must be expended by **June 30, 2021** or they will revert to the Department. None of those funds will carry over with this extension.

Article VII – Performance Measure will now read:

The contract performance measure is the completion and submission of the Public Health System Assessment, conducted by the Iowa Department of Public Health. The LPHS Performance Measure Documentation Report must be completed and submitted by the deadline of August 31, 2021.

The Department will review the Performance Measure Documentation Report for timely submission and for completion. The Department may request additional information to ensure satisfaction of all items in the performance measure document. The Contractor shall follow-up with the additional information or resubmission within the reasonable timeframe provided by the Department. If the Contractor fails to submit the Performance Measure Documentation Report by August 31, 2021 or is unable to verify or re-submit to the satisfaction of the Department within the designated period, a financial disincentive of \$800 will be withheld from the contractors' budget.

Questions concerning the Performance Measure Report should be referred to the assigned Regional Community Health Consultant (RCHC).

The Contractor shall submit any documentation required for the performance measure into the Progress Reports component of the grant site within IowaGrants.gov.

Article VIII – Reports will now read:

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants.

Report Title	Form Type	Date Due
Subcontract Documents	Subcontract Documents	Submit for Department approval Prior to submission of 1st claim.
Local Board of Health Meeting Minutes	Board Minutes	Within 2 weeks of BOH approval
Performance Measure Documentation Report	Performance Measure Documentation	August 31, 2021

Contractors will be expected to complete the work and service expectations as outlined in the contract and as modified here or through additional contract amendment. Reimbursement is based on provision of services and the contractor shall maintain documentation for expenses in compliance with normal accounting practices and be able to reconcile costs.
All other conditions and terms of the contract remain in effect.

All other conditions and terms of the contract remain in effect. The contractor specifies no additional changes have been made to the Special Conditions or General Conditions. The parties hereto have executed this contract amendment on the day and year last specified below.

For and on behalf of the Department:

By: _____
Sarah G. Reisetter, J.D.
Deputy Director
Iowa Department of Public Health

For and on behalf of the Contractor:

By: _____
Linn County Board of Health



Date: July 16, 2021

To: Linn County Secondary Road
1888 County Home Road
Marion, IA 52302

Ph: 319-892-6405
E-Mail: Nichole.Brown@linncounty.org
Attn: Nichole

From: Ana Lindsey

Subject: Quote for New and Used Office Furniture

Model #	Item Description	Item Qty	List Price	Unit Price	Total Price
8014NS/7700/9106	Drone Coolmesh High Back w/arms - Fabric - Black	19	\$618.00	\$322.00	\$6,118.00
<i>Note: Could be backordered until Sept.</i>					

Installation:	\$190.00
Subtotal:	\$6,308.00
Tax:	
Delivery:	\$50.00
Total:	\$6,358.00

Thank you for requesting a quote!

1945 Blairs Ferry Road NE
Cedar Rapids, IA 52402
319-393-4043 phone
319-393-6240 fax

Visit us at www.welterstorage.com

Brown, Nichole

From: Brenda Lindemann <Brenda-Lindemann@SaxtonInc.com>
Sent: Wednesday, July 21, 2021 10:38 AM
To: Brown, Nichole; Hutchins, Britt
Cc: Lori Hennessey; Ann Dombroski
Subject: RE: Chair Proposal

Perfect!

Budget price is \$331 each. This is using the OMNIA purchasing agreement.

\$331.00 x \$6,289.00

Installation Services to receive, inspect, deliver, and install=\$573.75

Project total=\$6,862.75

Current production time is 4 weeks + 1 week for shipping

Thank you,

Brenda Lindemann IIDA, NCIDQ
Senior Designer



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600 3rd St SE, Studio 300, Cedar Rapids, IA 52401

d 319.730.0124 p 319.365.6967 | saxtoninc.com | [Linkedin](#) | [Facebook](#)



From: Brown, Nichole <Nichole.Brown@linncounty.org>
Sent: Wednesday, July 21, 2021 10:19 AM
To: Brenda Lindemann <Brenda-Lindemann@SaxtonInc.com>; Hutchins, Britt <Britt.Hutchins@linncounty.org>
Cc: Lori Hennessey <Lori-Hennessey@SaxtonInc.com>; Ann Dombroski <Ann-Dombroski@SaxtonInc.com>
Subject: RE: Chair Proposal

External Email: Use caution when opening attachments from external senders.

An e-mail with everything noted will be fine.



NICHOLE L. BROWN

Financial Analyst/Office Manager

SECONDARY ROAD DEPARTMENT

1888 County Home Road | Marion, IA 52302

Ph: 319-892-6405 | Fax: 319-892-6419

LinnCounty.org

From: Brenda Lindemann <Brenda-Lindemann@SaxtonInc.com>

Sent: Wednesday, July 21, 2021 10:17 AM

To: Brown, Nichole <Nichole.Brown@linncounty.org>; Hutchins, Britt <Britt.Hutchins@linncounty.org>

Cc: Lori Hennessey <Lori-Hennessey@SaxtonInc.com>; Ann Dombroski <Ann-Dombroski@SaxtonInc.com>

Subject: RE: Chair Proposal

Hi Nichole,

Do you need an official quote or can I send you a budget with everything noted?

Price and Install

Thanks,

Brenda Lindemann IIDA, NCIDQ

Senior Designer



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600 3rd St SE, Studio 300, Cedar Rapids, IA 52401

d 319.730.0124 p 319.365.6967 | saxtoninc.com | [LinkedIn](#) | [Facebook](#)



From: Brown, Nichole <Nichole.Brown@linncounty.org>

Sent: Tuesday, July 20, 2021 3:31 PM

To: Brenda Lindemann <Brenda-Lindemann@SaxtonInc.com>; Hutchins, Britt <Britt.Hutchins@linncounty.org>

Cc: Lori Hennessey <Lori-Hennessey@SaxtonInc.com>; Ann Dombroski <Ann-Dombroski@SaxtonInc.com>

Subject: RE: Chair Proposal

External Email: Use caution when opening attachments from external senders.

Brenda,

Can you please provide a full quote? I have to obtain multiple quotes since the amount is over \$5,000.

Thanks,



NICHOLE L. BROWN

Financial Analyst/Office Manager

SECONDARY ROAD DEPARTMENT

1888 County Home Road | Marion, IA 52302

Ph: 319-892-6405 | Fax: 319-892-6419

LinnCounty.org

From: Brenda Lindemann <Brenda-Lindemann@SaxtonInc.com>

Sent: Tuesday, July 20, 2021 11:12 AM

To: Brown, Nichole <Nichole.Brown@linncounty.org>; Hutchins, Britt <Britt.Hutchins@linncounty.org>

Cc: Lori Hennessey <Lori-Hennessey@SaxtonInc.com>; Ann Dombroski <Ann-Dombroski@SaxtonInc.com>

Subject: RE: Chair Proposal

Hi Nichole,

Here is what I am suggesting.

The Knoll KTask chair.

It has a sliding seat pan, adjustable lumbar support, height adjustable arms.

12-year warranty

This chair is what is used at the Linn County Community Service building.

Budget price is \$331 each. This is using the OMNIA purchasing agreement.

Let me know if you would like a quote for 19 chairs and receiving and delivery.

Have a great day!



Brenda Lindemann IIDA, NCIDQ
Senior Designer



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d 319.730.0124 p 319.365.6967 | saxtoninc.com | [LinkedIn](#) | [Facebook](#)

Reimagine the Workplace

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From: Brown, Nichole <Nichole.Brown@linncounty.org>

Sent: Monday, July 19, 2021 12:24 PM

To: Brenda Lindemann <Brenda-Lindemann@SaxtonInc.com>; Hutchins, Britt <Britt.Hutchins@linncounty.org>

Cc: Lori Hennessey <Lori-Hennessey@SaxtonInc.com>; Ann Dombroski <Ann-Dombroski@SaxtonInc.com>

Subject: RE: Chair Proposal

External Email: Use caution when opening attachments from external senders.

Brenda,

Can you please provide me a quote for a comparable chair to this? We will be purchasing 19 of these.



Drone CoolMesh Executive
High Back with Arms,
Adjustable Lumbar Support
& Seat Slider (New) 8014NS



NICHOLE L. BROWN

Financial Analyst/Office Manager

SECONDARY ROAD DEPARTMENT

1888 County Home Road | Marion, IA 52302

Ph: 319-892-6405 | Fax: 319-892-6419

LinnCounty.org

From: Brenda Lindemann <Brenda-Lindemann@SaxtonInc.com>

Sent: Tuesday, June 29, 2021 11:44 AM

To: Brown, Nichole <Nichole.Brown@linncounty.org>; Hutchins, Britt <Britt.Hutchins@linncounty.org>

Cc: Lori Hennessey <Lori-Hennessey@SaxtonInc.com>; Ann Dombroski <Ann-Dombroski@SaxtonInc.com>

Subject: Chair Proposal

Hi Nicole and Britt!

Please see the attached proposal for the conference chairs.

Approve and send us your purchase order and we will get them ordered.

Thank you so much for your business!

Brenda Lindemann IIDA, NCIDQ
Senior Designer



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d 319.730.0124 p 319.365.6967 | saxtoninc.com | [LinkedIn](#) | [Facebook](#)



LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

**Resolution Finally Adopting the Amended and Restated Urban Revitalization Plan
for the Linn County Urban Revitalization Area**

WHEREAS, by Resolution 2021-2-21 adopted February 17, 2021, the Linn County Board of Supervisors Approved the Linn County Urban Revitalization Plan ("Original Plan") and subsequently adopted Ordinance 5-3-2021, on March 3, 2021, creating the Linn County Urban Revitalization Area ("Area" or "Revitalization Area") subject to said plan ; and

WHEREAS, a proposed Amended and Restated Linn County Urban Revitalization Plan (the "Amended and Restated Plan") has been prepared, the purpose of which is to remove commercial property from applicable property and to remove commercial property from the tax exemption schedules; and

WHEREAS, pursuant to the Amended and Restated Plan, no new property has been added to the Urban Revitalization Area; and

WHEREAS, notice of this meeting was published in accordance with Chapter 404 of the Code of Iowa;

NOW, THEREFORE, be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. That the proposed Amended and Restated Plan is adopted in the form attached as Exhibit 1 to this Resolution; and

Section 2. All resolutions or parts of resolution in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved July 28, 2021.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

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 _____, 2021.

Notary Public State of Iowa

Exhibit 1

LINN COUNTY, IOWA

AMENDED AND RESTATED URBAN REVITALIZATION PLAN

July, 2021

INTRODUCTION

In 1979, the Iowa legislature enacted into law the Urban Revitalization Act ("Act") giving county governing bodies the authority to designate an area or areas of a county as urban revitalization areas. Under the Act, qualified real estate within the designated area may be eligible to receive a total or partial exemption from property taxes on improvements for a specified number of years. The primary intent of the Act is to provide communities with a long-term increase or stabilization in their tax base by encouraging rehabilitation or new construction which might not otherwise have occurred.

Specifically, the Act provides Linn County the opportunity to influence its growth by stimulating investment from the private sector. After the tax exemption schedule is completed, the individual property will be fully taxed, thus completing the philosophy that tax incentives are used to encourage individuals to improve their property with the long-term goal of increasing the tax base. Certain criteria have been established which must be met by a county exercising the authority conferred in the Act. Section 404.1 of the Code of Iowa provides that the Board of Supervisors may designate an area of the county as a revitalization area if that area is any of the following:

1. An area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and which is detrimental to the public health, safety, or welfare.
2. An area which by reason of the presence of substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use.
3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture, or significance should be preserved or restored to productive use.

4. An area which is appropriate as an economic development area as defined in section 403.17.

5. An area designated as appropriate for public improvements related to housing and residential development or construction of housing and residential development, including single or multifamily housing.

In adopting the Urban Renewal Plan and Urban Renewal Area in March 2017 for this same property, the Board of Supervisors found that this area meets the definition of an economic development area as defined in section 403.17. In adopting the this Urban Revitalization Plan, the Board of Supervisors further affirms economic development of the Revitalization Area is necessary in the interest of the public health, safety or welfare of the residents of the County and meets the criterion of Iowa Code 403.17.

Section 404.2 of the Code of Iowa requires that a county prepare a plan to govern activities within the proposed revitalization area before establishing the revitalization area by ordinance. Accordingly, the County has prepared a plan contained within this document.

PLAN COMPONENTS

A. Geographic Description of Urban Revitalization Area:

The area to be designated within the Urban Revitalization Tax Exemption Area is described as:

PARCEL A

A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 83 NORTH, RANGE 6 WEST OF THE 5TH P.M., LINN COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 20; THENCE NORTH 0°53'10" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 1,325.59 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°52'38" EAST ALONG SAID NORTH LINE, A DISTANCE OF 933.01 FEET; THENCE SOUTH 0°53'10" EAST, 1,424.00 FEET; THENCE SOUTH 89°57'02" WEST, 360.00 FEET; THENCE SOUTH 0°49'31" EAST, 593.83 FEET; THENCE SOUTH 89°57'02" WEST, 280.00 FEET; THENCE SOUTH 0°49'31" EAST, 186.19 FEET; THENCE SOUTH 89°57'40" WEST, 293.07 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 0°49'31" WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 881.18 FEET TO THE POINT OF BEGINNING, CONTAINING 39.59 ACRES (1,724,535 S.F.) MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AND

PARCEL B

A PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 83 NORTH, RANGE 6 WEST OF THE 5TH P.M., LINN COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 89° 57' 02" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1304.08 FEET TO THE WEST RIGHT OF WAY LINE OF SQUAW CREEK ROAD; THENCE SOUTH 00° 57' 12" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1,320.90 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 89° 57' 40" WEST ALONG SAID NORTH LINE, A DISTANCE OF 32.00 FEET; THENCE SOUTH 00° 57' 12" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 300.00 FEET; THENCE NORTH 89° 57' 40" EAST, 32.00 FEET; THENCE SOUTH 00° 57' 12" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 940.98 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE AND THE NORTH RIGHT OF WAY LINE OF MOUNT VERNON ROAD; THENCE SOUTH 89° 48' 47" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 619.03 FEET; THENCE SOUTH 00° 11' 13" EAST, 5.00 FEET; THENCE SOUTH 89° 48' 47" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1,119.40 FEET; THENCE NORTH 00° 11' 12" WEST, 667.50 FEET; THENCE SOUTH 89° 48'

47" WEST, 670.97 FEET TO THE CENTERLINE OF DOWS ROAD AS SHOWN ON FINAL PLAT FOR ALTHEA'S FIRST ADDITION TO LINN COUNTY, IOWA, RECORDED IN BOOK 3322, PAGE 602 OF THE LINN COUNTY, IOWA RECORDERS OFFICE; THENCE NORTH 00° 24' 40" WEST ALONG SAID CENTERLINE, A DISTANCE OF 82.73 FEET; THENCE NORTH 26° 53' 50" WEST ALONG SAID CENTERLINE, A DISTANCE OF 558.34 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00° 49' 31" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 442.89 FEET; THENCE NORTH 89° 57' 40" EAST, 293.07 FEET; THENCE NORTH 00° 49' 31" WEST, 186.19 FEET; THENCE NORTH 89° 57' 02" EAST, 280.00 FEET; THENCE NORTH 00° 49' 31" WEST, 593.83 FEET; THENCE NORTH 89° 57' 02" EAST, 360.00 FEET; THENCE NORTH 00° 53' 10" WEST, 1,424.00 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 89° 52' 38" EAST ALONG SAID NORTH LINE, A DISTANCE OF 404.23 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 00° 52' 57" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1,321.56 FEET TO THE POINT OF BEGINNING, CONTAINING 140.88 ACRES (6,136,625 S.F.) MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AND

COMMENCING AS A POINT OF REFERENCE AT THE SW CORNER OF THE SE ¼ OF SAID SECTION 20, THENCE DUE EAST (THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 20 IS ASSUMED DUE EAST AND WEST) 247.50 FEET ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 20 TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE DUE EAST 660 FEET ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 20 TO A POINT; THENCE NORTH 0° 51' WEST 742.50 FEET TO A POINT; THENCE DUE WEST 660.0 FEET TO A POINT ON THE CENTERLINE OF THE PUBLIC ROAD; THENCE SOUTH 0° 51' EAST 742.50 FEET ALONG THE CENTERLINE OF THE PUBLIC ROAD TO THE POINT OF BEGINNING, SUBJECT TO THE PUBLIC HIGHWAYS.

All roads and highways that abut any of this property will also be included in the Urban Revitalization Area.

The area is also depicted on Exhibit B, and is by this reference incorporated herein, which is approximately 189 acres in size. The revitalization, and exemption as contemplated by this Plan, is applicable to all of the property assessed as multi-residential, residential, or commercial within the Plan Area.

B. OWNERSHIP AND ASSESSED VALUATION:

The Urban Revitalization Area, as specified in the legal description above, consists of the following parcels:

GPN/Address	Deed Holder	Land Value*	Improvement Value*	Total Assessed Value*
152040100200000/ 935 2 nd St. SW Cedar Rapids, IA 52404	Linn County Iowa	\$150,700	\$0	\$150,700

152015100300000/ 935 2 nd St. SW Cedar Rapids, IA 52404	Linn County Iowa	\$41,900	\$105,000	\$146,900
152045100200000/ 999 44 th St. Suite 1000 Marion, IA 52302	Smith Janet E Rev Trust	\$373,200	\$567,400	\$940,600

**Values are 2020 Assessed Values*

C. MUNICIPAL AND COUNTY SERVICES:

Subject to a development agreement with the City of Cedar Rapids, municipal water and wastewater will be extended into the site to serve proposed development. The West Bertram Fire Department currently provides fire protection services; the Linn County Sheriff's Office currently provides police protection. As it becomes financially feasible, the provision of additional services to the Revitalization Area will be expanded and improved to meet the demands of new development.

Other private infrastructure, including gas, electric, and telecommunications, currently serve the Plan area.

D. ZONING AND LAND USES:

The Revitalization Area is zoned Urban Services Residential with a Planned Unit Development Overlay District, and General Commercial. (See Exhibit A, Current Zoning.) Existing land uses are agricultural including row crop production, pasture and an existing farmstead; riparian stream corridor; and commercial. Proposed land uses are residential; multi-residential; commercial; agricultural including vegetable production and livestock grazing; and riparian stream corridor.

As specified in Chapter 107, Article VI (Unified Development Code) of the Linn County Code of Ordinances, uses allowed in a Planned Unit Development Overlay District, as well as applicable standards, shall be established in an associated approved governing plan. The Governing Plan for the Dows Farm Agri-Community, adopted by the Board of Supervisors, is included in Exhibit C, and is by this reference incorporated herein. The Governing Plan permits construction of commercial, agricultural, residential and multi-residential uses.

The Master Plan for the Dows Farm Agri-Community, included as part of the adopted Governing Plan, illustrates the vision for the Plan Area. Fifty percent of the site shall be kept in conservation, 25% will be kept as a working farm, and 25% shall consist of a mix of residential, multi-residential and commercial development. The thoughtful design for the Dows Farm Agri-Community uses the minimum amount of agricultural land necessary to accomplish the revitalization of other classes of property, and serves as a model for integrating agricultural practices and conservation open space into new development. The County has determined that any new construction on agriculturally-assessed property otherwise qualifying for exemption under this Plan is utilizing the minimum amount of agricultural land necessary to accomplish the goals of this Plan and will be eligible for exemption.

E. APPLICABLE PROPERTY:

This Plan and the tax exemptions allowed herein, are applicable to new construction and related site improvements and applies to the following property classifications in the Plan area: residential, multi-residential, and agricultural and, for such new construction and related site improvements in Parcel A and Parcel B, conforming to the Governing Plan. For agricultural classifications, the Plan and tax exemptions allowed herein are also applicable to rehabilitation and additions, and related site improvements to existing buildings.

Any additional development or expansion within the property described in the Geographic Description of Urban Revitalization Area of this Plan may be eligible for the tax exemption allowed herein, based upon the review and approval of the Linn County Board of Supervisors. A written request by the developer must be reviewed to ensure consistency with the Governing Plan as appropriate.

F. RELOCATION:

The County does not anticipate the displacement or relocation of any persons, families, or businesses as a result of the improvements to be made in the Revitalization Area. If such displacement occurs, the County will comply with all legal requirements.

G. TAX EXEMPTION SCHEDULES:

All Qualified Real Estate assessed as residential property or multi-residential property is eligible to receive an exemption from taxation on a portion of the Actual Value Added by Eligible Improvements as specified in Exemption Schedule A. All Qualified Real Estate assessed as agricultural property is eligible to receive an exemption from taxation on a portion of the Actual Value Added by Eligible Improvements as specified in Exemption Schedule B.

Following subdivision of all or any part of the land in Parcel B, each lot created thereby shall be Qualified Real Estate and each lot shall be eligible for the applicable tax exemption as provided herein with respect to that lot (land and improvements) when the requirements for exemption are satisfied.

The exemption is for a period of ten (10) years. The amount of the partial exemption is equal to a percent of the Actual Value Added by Eligible Improvements, determined as follows:

Exemption Schedule A

<u>Year</u>	<u>Percentage of Exemption</u>
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%

Exemption Schedule B

<u>Year</u>	<u>Percentage of Exemption</u>
1	80%
2	70%
3	60%
4	50%
5	40%
6	40%
7	30%
8	30%
9	20%
10	20%

H. DEFINITIONS/ADDITIONAL REQUIREMENTS:

As used in this Plan, "Qualified Real Estate" means real property which is located in the designated Revitalization Area and to which Eligible Improvements have been added during the time the Area was so designated a revitalization area, which improvements have increased the actual value by at least the amount or percentage indicated below. "Qualified real estate" also means land upon which no structure existed at the start of the new construction, which is located in a designated revitalization area and upon which new construction has been added during the time the area was so designated.

"Eligible Improvements," as used in this Plan, include new construction of residential, multi-residential, agricultural, and commercial structures on vacant land or on land with existing structures. Eligible Improvements also include rehabilitation and additions to existing commercial or agricultural structures. All improvements, in order to be considered eligible, must be completed in conformance with all applicable ordinances and regulations of Linn County, must be constructed in conformance with the approved Governing Plan as applicable to the improvements, and must be completed during the time the Area is designated as a revitalization area. No abatement will be allowed unless a building permit has been issued by the County with respect to the project for which the abatement is requested.

"Actual Value Added by Eligible Improvements," as used in this Plan, means the actual value added as of the first year for which the exemption was received. In order to be eligible for tax abatement, the increase in actual value of the property from the Eligible Improvements must be at least 10%. If more than one building is located on the property, the ten percent (10%) increase applies only to the structure or structures upon which the improvements were made. If no structures were located on the property prior to the improvements, any improvements may satisfy the ten percent (10%) requirement.

I. OTHER FUNDING PROGRAMS:

The County is not currently aware of any federal, state, or private grant or loan program "likely to be a source of funding" for residential, multi-residential, and commercial improvements in the Revitalization Area, other than those of conventional lending institutions at normal market rates. Likewise, the County is not currently aware of any grant or loan program which the County "has or will have as a source of funding" for the Area for residential improvements. However, it is not the intention of the County to prohibit the use of

other appropriate federal or state revitalization or incentive programs within the Area. The County may seek federal and/or state grant or loan programs and any and all other funding sources in developing proposed projects. Federal programs may be available through the Department of Housing and Urban Development (HUD) and the Farmers Home Administration (FmHA). State programs may be available through the Iowa Housing Finance Authority and the Iowa Department of Economic Development. The County may seek private sector funding sources and/or utilize funding through Iowa Code Chapters 403 or 403A.

J. REVENUE BONDS:

Linn County, Iowa, may issue revenue bonds as provided under the Urban Revitalization Act for improvement projects within the Revitalization Area. Revenue bonds may be issued for all, or any part, of any interest in land, buildings, or improvements which are suitable for the use of a commercial enterprise or non-profit organization which the Board of Supervisors finds is consistent with the approved Urban Revitalization Plan. The Board of Supervisors currently has no plans to issue revenue bonds, but would consider reasonable proposals from developers.

K. APPLICATION AND APPROVAL:

An application, on a form provided by the County, shall be filed for each new exemption claimed. The application shall be filed by the property owner with the County Assessor by February 1 of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation, or the following two assessment years, in which case the exemption is allowed for the total number of years in the exemption schedule. The application is then reviewed by the Planning and Development Department and a determination made that the improvements are located in the Plan Area and are in conformance with this Plan, and that the improvements made increase the actual assessed valuation of the property by at least the minimum percentage required by this Plan, and that the improvements were made during the time the area was designated as a Revitalization Area. The County may allow a property owner to submit an application after the above deadlines subject to the discretion of the Board of Supervisors and the limitations outlined in Iowa Code Section 404.4. If a project is started in one year and is not completed until the following year, the application should be submitted in the year the project is completed. Submitting an application based upon partial completion of the project may result in the award of a partial exemption, as explained in Iowa Code Chapter 404 and corresponding regulations.

The application shall contain, but not be limited to, the following information:

- (1) Name of applicant/property owner;
- (2) Applicant's complete mailing address and telephone number;
- (3) The nature of the proposed improvement(s);
- (4) Estimated or actual cost of the improvement;
- (5) The estimated or actual date of completion;
- (6) The tax exemption schedule as selected by the owner of the property.

All approved applications shall be forwarded to the Linn County Assessor by March 1 for review and a final determination of eligibility by the Assessor, pursuant to Section 404.5 of

the Code of Iowa. The County Assessor shall make a physical review of all properties with approved applications. The County Assessor shall determine the increase in actual value for tax purposes due to the new construction and notify the applicant of the determination, which may be appealed to the local board of review pursuant to Section 441.37 of the Code of Iowa. After the initial tax exemption is granted, the County Assessor shall continue to grant the tax exemption for the time period specified on the approved application. The tax exemptions for the succeeding years shall be granted without the owner(s) having to file an application for succeeding years.

L. APPLICATION AND PRIOR APPROVAL:

Owners may submit a proposal for a new multi-residential, residential, or commercial construction project to the Board of Supervisors to receive prior approval for eligibility for a tax exemption on the project. The Board of Supervisors shall give its prior approval if the project is in conformance with this Plan. However, if the proposal is not approved, the owner(s) may submit an amended proposal for the Board of Supervisors to approve or reject. Such prior approval shall not entitle the owner(s) to exemption from taxation until the new construction has been completed and found to be qualified for the exemption. For prior approval applications, the Board of Supervisors shall approve an application submitted for approval if the project is:

1. In conformance with this Plan;
2. In conformance with the adopted Governing Plan;
3. Located within the Area designated by the Plan;
4. If improvements were made during the time the Area was so designated;
5. If the application meets all other legal requirements; and
6. The project has obtained a building permit from the County.

All approved applications shall be forwarded by to the Linn County Assessor by March 1 for review and a final determination of eligibility by the Assessor, pursuant to Section 404.5 of the Code of Iowa. The County Assessor shall make a physical review of all properties with approved applications. The County Assessor shall determine the increase in actual value for tax purposes due to the new construction and notify the applicant of the determination, which may be appealed to the local board of review pursuant to Section 441.37 of the Code of Iowa. After the initial tax exemption is granted, the County Assessor shall continue to grant the tax exemption for the time period specified on the approved application. The tax exemptions for the succeeding years shall be granted without the owner(s) having to file an application for succeeding years.

M. EFFECTIVE PERIOD:

This Plan shall become effective upon the approval of a resolution by the Board of Supervisors adopting the same ("Effective Date"). The new exemptions contained in this

Plan shall only be available for Eligible Improvements initiated (construction permits issued) and completed after the Effective Date, subject to the terms of the Plan.

N. PROCEDURES FOR CHANGES IN THE APPROVED PLAN:

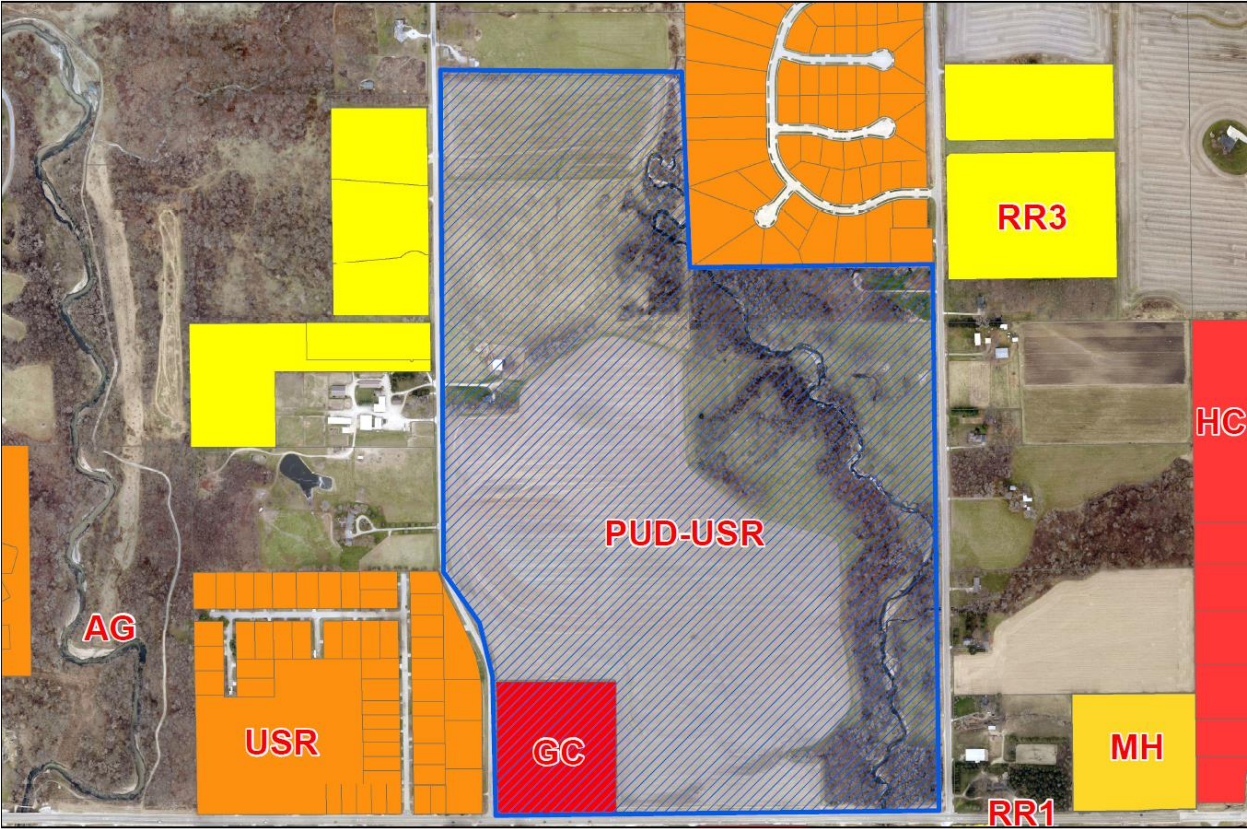
Adjustments or modifications of this approved Plan, resulting from experience during project execution, are authorized in the administration of this project, provided that the intent of this approved Plan is not changed and that any changes are in conformance with the approved Governing Plan. Specifically, these changes may include:

- Revisions to the Urban Revitalization Area boundary;
- Eligible projects;
- Tax exemption schedules;

O. REPEAL OF ORDINANCE:

As stated in Section 404.7 of the Code of Iowa, the Linn County Board of Supervisors may repeal the ordinance establishing the revitalization area, when, in the opinion of the Board, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted by this chapter would cease to be of benefit to the County. In that event, all existing exemptions shall continue until their expiration.

CURRENT ZONING



LINN COUNTY PLANNING & DEVELOPMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
Cedar Rapids, IA 52404
Ph: 319-892-5141 | Fax: 319-892-5155

Current Zoning
Proposed Urban Revitalization Area

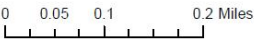
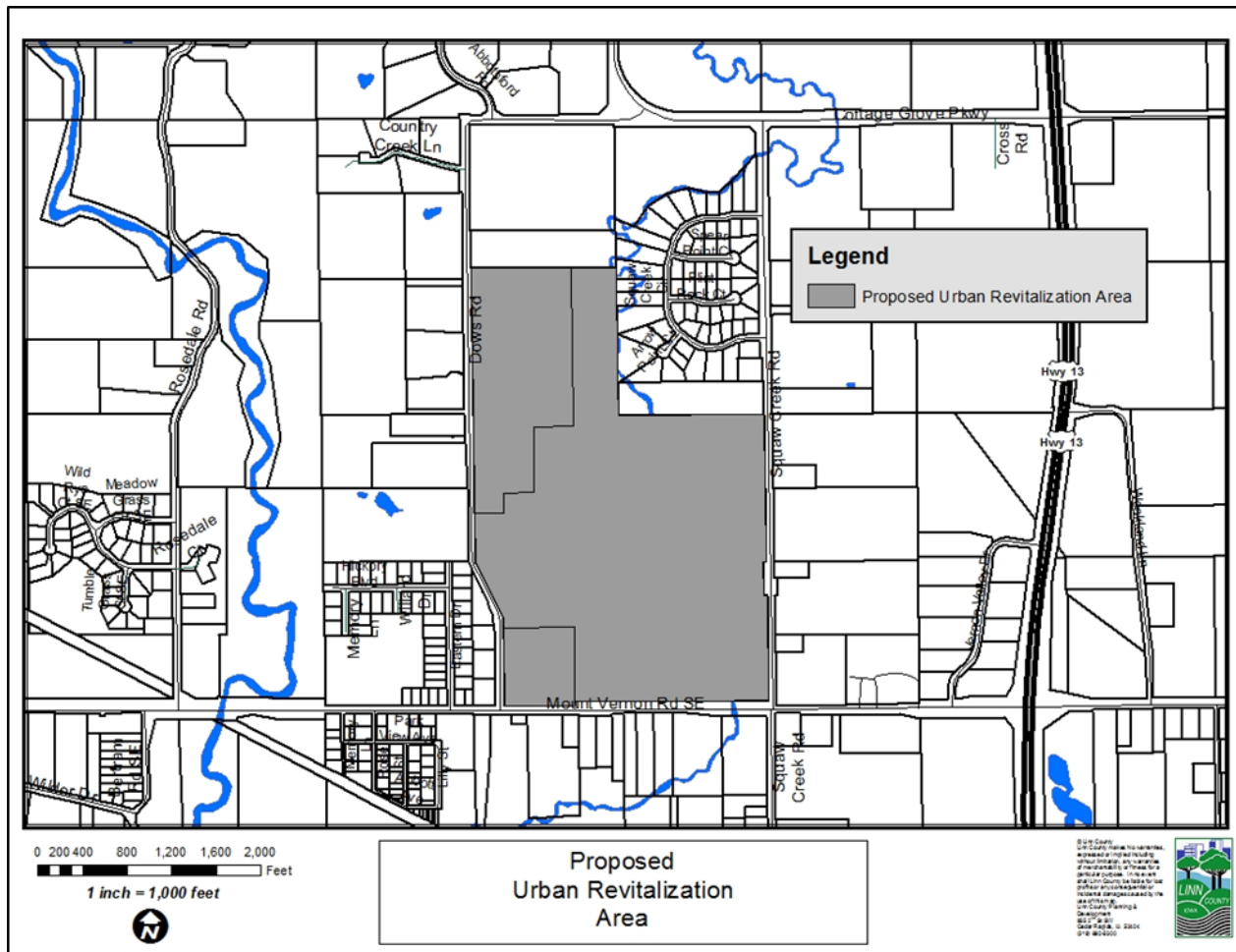


EXHIBIT B
MAP
LINN COUNTY URBAN REVITALIZATION AREA



LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

Resolution Finally Adopting the Amended and Restated Urban Renewal Plan for the Linn County Urban Renewal Area

WHEREAS, the Board of Supervisors of Linn County, Iowa (the “County”) has created the Linn County Urban Renewal Area (the “Urban Renewal Area”) and has approved an urban renewal plan for the Urban Renewal Area; and

WHEREAS, an amendment to the Urban Renewal Plan for the Urban Renewal Area has been prepared which describes new projects to be undertaken in that Area; and

WHEREAS, pursuant to the Amended and Restated Plan, no new property has been added to the Urban Renewal Area; and

WHEREAS, Pursuant to Section 403.5 of the Code of Iowa, a consultation meeting was held on Wednesday, July 14, 2021, in the Linn County Jean Oxley Public Service Center, Cedar Rapids, Iowa at 11:00 A.M. No comments or recommendations from affected taxing entities were received at this meeting; and

WHEREAS, notice of this meeting was published on July 13, 2021;

NOW, THEREFORE, be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. That all recommendations received, if any, at the consultation meeting referred to in the preamble above are found to be without sufficient merit to preclude the adoption of the proposed Amended and Restated Plan.

Section 2. That the proposed Amended and Restated Plan is adopted in the form attached as Exhibit 1 to this Resolution; and

Section 3. All resolutions or parts of resolution in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved July 28, 2021.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

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 _____, 2021.

Notary Public State of Iowa

Exhibit 1

LINN COUNTY, IOWA

AMENDED AND RESTATED URBAN RENEWAL PLAN

July, 2021

I. INTRODUCTION

Chapter 403 of the Code of Iowa (“Chapter 403”) authorizes counties to establish areas within their boundaries known as “urban renewal areas,” and to exercise special powers within these areas. Urban renewal powers were initially provided to cities in order that conditions of blight and of deterioration within cities might be brought under control. Gradually, urban renewal has been found to be a useful tool, as well, for economic development in previously undeveloped areas and for retention of enterprises and jobs in other areas.

Chapter 403 declares there exists in Iowa the continuing need for programs to alleviate and prevent conditions of unemployment, and that it is necessary to assist and retain local industries and commercial enterprises to strengthen and revitalize the economies of Iowa and its cities and counties.

In order to facilitate the use of urban renewal for economic development, in 1985, the Iowa General Assembly amended Chapter 403 to authorize boards of supervisors to create “economic development” areas. An economic development urban renewal area may be any area of a County which has been designated by the board of supervisors as an area which is appropriate for industrial and commercial enterprises, including enterprises that construct residential development and in which the county seeks to encourage further development.

As an additional expression of the role for local governments in private economic development, the General Assembly also enacted Chapter 15A of the Code of Iowa, which declares that economic development is a “public purpose” and authorizes local governments to make grants, loans, guarantees, tax incentives and other financial assistance to private enterprise. The statute defines “economic development” as including public investment involving the creation of new jobs and income or the retention of existing jobs and income that would otherwise be lost.

The process by which an economic development urban renewal area may be created begins with a finding by the board of supervisors that such an area needs to be established within the county. An urban renewal plan is then prepared for the area, which must be consistent with the county’s existing comprehensive or general plan. Any city or school district that levies property taxes on property within the proposed urban renewal area must be notified and given an opportunity to comment on the plan. The board of supervisors must hold a public hearing on the urban renewal plan, following which, the board of supervisors may approve the plan.

This document is intended to serve as the Urban Renewal Plan for the Linn County Urban Renewal Area (the “Urban Renewal Area”) and will guide the County in promoting economic growth through the encouragement of commercial and industrial development and the retention of

jobs in the County. This document is an Urban Renewal Plan within the meaning of Chapter 403 and sets out a proposed project and activities to be undertaken within the Urban Renewal Area.

The Linn County Urban Renewal Plan (the “Original Plan”, and as so amended shall be referred to herein as the “Urban Renewal Plan”) for the Linn County Urban Renewal Area (the “Urban Renewal Area”) was adopted by the Board of Supervisors on March 29, 2017 by Resolution No. 2017-3-54. The Urban Renewal Plan is being amended by this Amendment (“Amendment”) to update the list of eligible projects. This Amendment adds no new land to the Area. Except as modified by this Amendment, the provisions of the original Urban Renewal Plan, as amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections in the Original Plan not mentioned in this Amendment shall continue to apply to the Plan.

Section VIII of the Urban Renewal Plan provides that the Urban Renewal Plan may be amended from time to time in accordance with the procedures set forth in Chapter 403 of the Code of Iowa to, for example, change the project boundaries, modify urban renewal objectives, activities or project, or to carry out any other purposes consistent with Chapter 403 of the Code of Iowa. The Board of Supervisors may amend the Urban Renewal Plan by resolution after holding a public hearing on the proposed change in accordance with applicable Iowa law. This amendment to the Linn County Urban Renewal Plan for the Linn County Urban Renewal Area is consistent with this provision.

II. DESCRIPTION OF URBAN RENEWAL AREA

A legal description of all property (the “Property”) that is proposed to be included within the Urban Renewal Area is attached hereto as Exhibit A.

A map showing all property that is proposed to be included within the Urban Renewal Area is attached hereto as Exhibit B.

III. URBAN RENEWAL OBJECTIVES

The primary objectives for the creation and development of the Urban Renewal Area are:

1. To contribute to a diversified, well-balanced local economy by providing incentives for job retention, creating new job opportunities and strengthening the property tax base.
2. To acquire land for conservation and public recreation uses.
3. To stimulate through public action and commitment, private investment in commercial and industrial development, and to encourage job retention, growth and expansion through the use of various federal, state and local incentives.
4. To provide infrastructure, services and facilities that enhance possibilities for economic development and make the Linn County community attractive to private enterprise.

5. To provide public facilities to enhance County services and enhance the economic attractiveness of the community.

IV. URBAN RENEWAL PROJECTS AND ACTIVITIES

The following types of activities are examples of the specific actions which may be undertaken by the County within the Urban Renewal Area:

1. Preparation of plans related to the development and implementation of the Urban Renewal Area and specific urban renewal projects.

2. Construction of public improvements and facilities, including streets, trails, public utilities or other facilities in connection with an urban renewal project.

3. Acquisition, preparation and disposition of property for private development and/or redevelopment.

4. Pursuant to state law, provision of direct financial assistance, including grants and loans, to private persons engaged in economic development, in such form and subject to such conditions as may be determined by the Board of Supervisors.

V. URBAN RENEWAL PROJECT

The County has the opportunity to acquire approximately 485 acres of property located generally southeast of Squaw Creek Park. One area of approximately 306 acres includes nine parcels owned by Dows Farms, Inc. and is generally described as follows: On the northwest corner of the intersection of Highway 13 and Cottage Grove Parkway, bounded by Squaw Ridge Road on the west, Cottage Grove Parkway on the south, Highway 13 on the east and Squaw Creek Park and Gardner Golf Course on the north. The other area of approximately 179 acres includes seven parcels owned by Dows Real Estate Company and is generally described as follows: On the northwest corner of the intersection of Squaw Creek Road and Mt. Vernon Road, bounded by Dows Road on the west, Mt. Vernon Road on the south, Squaw Creek Road on the east, and Squaw Creek Ridge Subdivision on the north.

The County anticipates that Squaw Creek Park could be expanded to include some of the property and that existing trail systems could be extended off of Mt. Vernon Road and connected to trails in Squaw Creek Park. The County contemplates agreements with the cities of Cedar Rapids and Marion with respect to the use by those cities of portions of the property. Certain portions of the property that abut Highway 13 and/or Mt. Vernon Road, Squaw Creek Road, and Dows Road could be made available for private development.

The County expects that acquisition of the property and use for recreation and conservation purposes will contribute to the well-being of the County's residents and will make the County a more attractive location for new commercial and industrial enterprises.

In order to finance the acquisition of the property, the County intends to issue general obligation bonds. State law authorizes counties to issue general obligation bonds for urban renewal projects after publishing a notice of hearing and intent to issue the bonds, which notice must include the right of voters to petition for an election on the issuance of the bonds.

In accordance with recent amendments to Chapter 403 of the Code of Iowa, the Urban Renewal Plan for the Urban Renewal Area is amended to add the following project activities which are expected to be undertaken:

Development Agreements

The following are private redevelopment projects which are expected to be undertaken:

Project	Description and Rationale	Estimated Indebtedness
Dows Farm Agri Community Commercial Area	Development the commercial portion of the Dows Farm Development, consistent with the Dows Farm Governing Plan. Construction of approximately 40,700	The County anticipates entering in to a Development Agreement which will provide a reimbursement of 100% of the increment taxes generated and collected

	square feet of commercial space.	with respect to the project improvements which will be reimbursed for a period of 10-years. The annual reimbursement will be subject to development conformance with the Dows Farm Governing Plan. The total estimated amount of indebtedness for this project is: \$667,617.
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VI. LAND USE PLAN AND PROPOSED DEVELOPMENT

The County's 2013 Comprehensive Plan designates the Urban Renewal Area for development and conservation uses; therefore the Urban Renewal Projects and Activities described in this Plan are consistent with the county's adopted Comprehensive Plan.

Furthermore, the County approved the Governing Plan for the Dows Farm Agri-Community in 2020. The Governing Plan illustrated the vision for the Dows Farm Agri-Community and provides detailed development criteria for the area. All Urban Renewal Projects and Activities described in this Plan are consistent with the adopted Governing Plan

This Urban Renewal Plan, as amended, does not in any way replace or modify the City's current land use planning or zoning regulation process.

VII. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and will remain in effect until it is repealed by the Board of Supervisors.

VIII. PLAN AMENDMENTS

This Urban Renewal Plan may be amended in accordance with the procedures set forth in Chapter 403 of the Code of Iowa to, for example, change the project boundaries, modify urban renewal objectives, activities or project, or to carry out any other purposes consistent with Chapter 403 of the Code of Iowa.

IX. COUNTY INDEBTEDNESS

The estimated amount of debt to be incurred by the updated urban renewal project identified in this Amendment are outlined in *Section II* of this Amendment. The estimated project costs in this

Amendment are estimates only and will be incurred and spent over a number of years. In no event will the County's constitutional debt limit be exceeded. It is expected that such indebtedness will be financed in whole with tax increment revenues from the Urban Renewal Area, as amended. Subject to the foregoing, the anticipated aggregate indebtedness to be incurred for the proposed urban renewal projects identified in this Amendment is estimated at \$667,617 (this estimate does not include debt service or financing costs related to debt issuance, which will be incurred over the life of the Area). Currently, the Linn County's' outstanding general obligation indebtedness is \$60,315,000 (as of Fiscal Year 2021 beginning July 1, 2020). The Constitution of the State of Iowa limits the amount of County debt outstanding at any time to no more than five (5) percent of the actual value (as shown by the last certified state and county tax list) of all taxable property within the County. The County's constitutional debt limit is \$1,056,020,177 as of July 1, 2020 (FY2021).

X. REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

XI. SEVERABILITY

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of the Plan or this Amendment not determined to be invalid or unconstitutional.

**CONSENT OF LINN COUNTY, IOWA TO THE INCLUSION OF AN AREA
OUTSIDE THE CITY OF CEDAR RAPIDS CORPORATE LIMITS TO BE IN
THE CITY OF CEDAR RAPIDS URBAN RENEWAL AREA OF OPERATION**

This “Consent of Linn County, Iowa to the Inclusion of an Area Outside the City of Cedar Rapids Corporate Limits to be in the City of Cedar Rapids Urban Renewal Area of Operation” (“Consent”) is made on or as of this ____ day of _____, 2021, by Linn County, Iowa (the “County”) a political subdivision of the State of Iowa, having an office for the transaction of business at 935 2nd St SW, Cedar Rapids, IA 52404, Cedar Rapids, Iowa 52401.

RECITALS:

WHEREAS, on May 14, 2019 the City Council of the City of Cedar Rapids, Iowa (“City”) adopted Resolution No. 0479-05-19 establishing the Commerce Park Urban Renewal Area (the “Commerce Park URA”), in accordance with Chapter 403 of the Code of Iowa (the “Urban Renewal Act”) for economic development purposes and to carry out urban renewal project activities as outlined in the Commerce Park URA Plan, and

WHEREAS, the City has initiated procedures in accordance with the Urban Renewal Act to amend the Commerce Park URA, including adding additional land to the urban renewal area, which amended area is described in Exhibit A, attached hereto and by this reference incorporated herein,

WHEREAS, a portion of the area proposed to be added to the Commerce Park URA consists of land which is outside of the Cedar Rapids corporate limits but is located contiguous with, and within two miles of said corporate limits in an unincorporated area of the County as depicted in Exhibit B attached hereto which by this reference incorporate herein (the “County Area”); and

WHEREAS, the City desires that the County Area be included in the Commerce Park URA to make improvements to the 6th Street SW right-of-way and Walford Road SW to improvement traffic flow and safety and in connection with proposed development projects; and

WHEREAS, in accordance with Section 403.17(4) of the Urban Renewal Act, the County Area is located contiguous with, and within two (2) miles of the City corporate limits and does not include any area which lies within the territorial boundaries of another incorporated city; and

WHEREAS, the Urban Renewal Act provides that the City may

WHEREAS, the City is desirous of obtaining the consent the County for inclusion of the County Area to be within the Commerce Park URA and thus within City’s “area of operation” as that term is defined in Section 403.17 of the Code of Iowa.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the County hereby agrees and states as follows:

1. The Recitals contained hereinabove are true and correct and incorporated herein.
2. The County has been duly authorized to provide this Consent.

3. The County hereby consents to the inclusion of the County Area in the City's area of operation as provided for the Urban Renewal Act, and as defined in Section 403.17 of the Code of Iowa, as described and depicted herein.

IN WITNESS WHEREOF, the County has caused this Consent to be duly executed as of the date set forth above.

LINN COUNTY

Stacey Walker, Chair
Linn County Board of Supervisors

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Stacey Walker, to me personally known, who, being by me duly sworn, did say that he is the Chair of Linn County, Iowa Board of Supervisors, and that said instrument was signed on behalf of Linn County; and that said Stacey Walker, Chair of the Linn County, Iowa Board of Supervisors, as such officer acknowledged the execution of said instrument to be the voluntary act and deed of Linn County, by it voluntarily executed.

Notary Public in and for State of Iowa
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF COMMERCE PARK URA
WITH AMENDED AREA

Being a portion of land located within Sections 20, 21, 28, and 29, all in Township 82 North, Range 7 West of the Fifth Principal Meridian, Linn County, Iowa described more or less as follows:

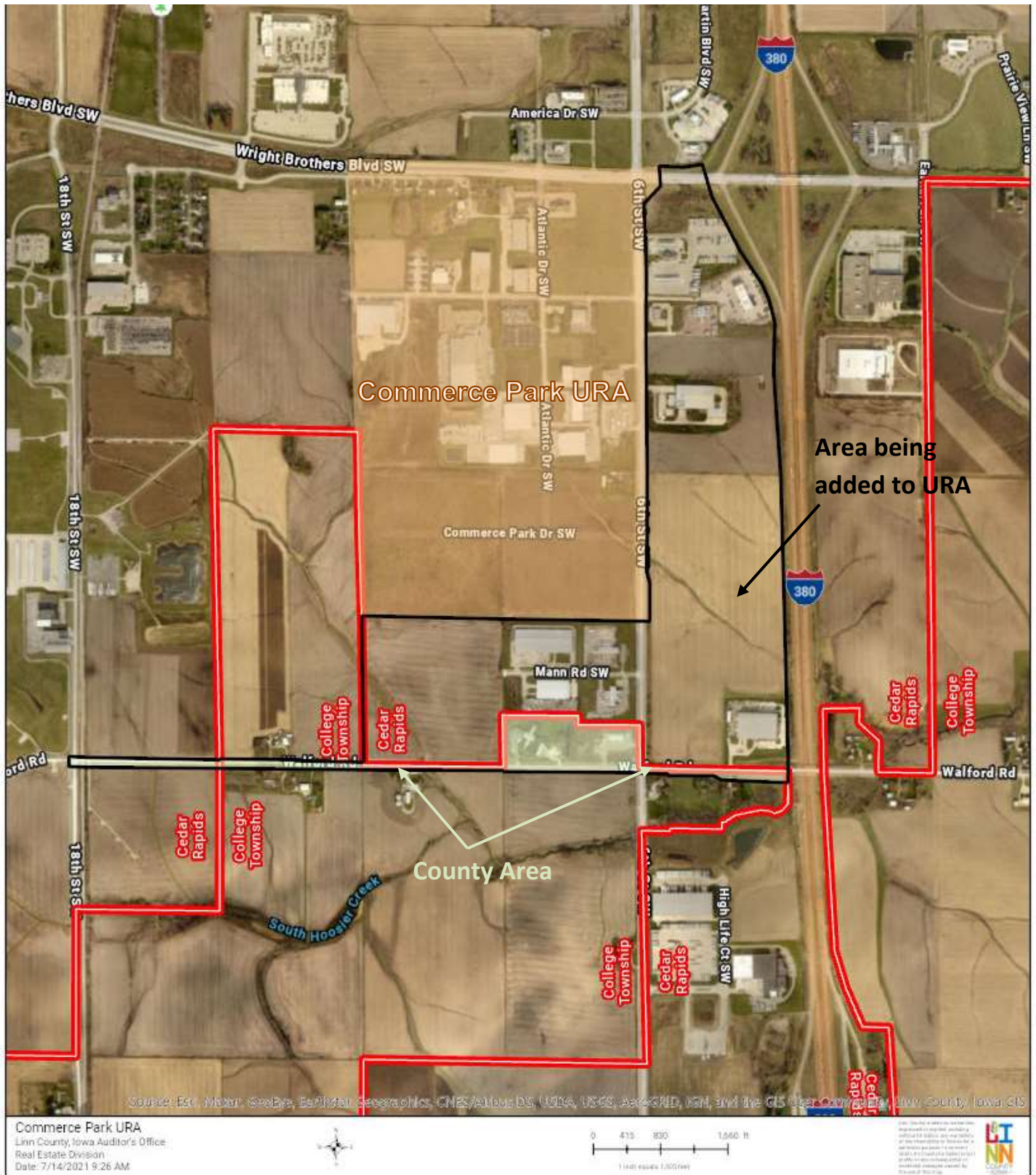
Beginning at the Southwest corner of the SE $\frac{1}{4}$ of said Section 20, also being the Northwest corner of the NE $\frac{1}{4}$ of said Section 29; Thence N $01^{\circ}09'22''$ E along the West line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 20, a distance of 107.82 feet to the North right-of-way line of Wright Brothers Boulevard SW also being the Southwest corner of Parcel B of Plat of Survey No. 663; Thence S $87^{\circ}12'45''$ E along said North right-of-way line and the South line of said Parcel B, a distance of 1,472.55 feet to the Southeast corner of said Parcel B also being the Southwest corner of Lot 1 of Airport Commerce Park Second Addition; Thence continuing S $87^{\circ}12'45''$ E along said North right-of-way line and the South line of said Lot 1, a distance of 180.91 feet; Thence S $83^{\circ}31'45''$ E along said North right-of-way line and South line of said Lot 1, a distance of 69.60 feet to the Southeast corner of said Lot 1; Thence continuing S $83^{\circ}31'45''$ E along said North right-of-way line, a distance of 599.77 feet along the South line of Atlantic Drive SW as shown on Airport Commerce Park Second Addition, the South line of Lots 1, 2 and A of Airport Commerce Park Third Addition, and a portion of Lot 1 of Airport Commerce Park Twelfth Addition (also being a portion of Parcel A of Plat of Survey No. 2314); Thence S $87^{\circ}12'45''$ E along said North right-of-way line and South lines of Lot 1 of said Twelfth Addition and said Parcel A, a distance of 256.48 feet to the Southeast corner of last said Lot 1 and Parcel A also being a point on the West right-of-way line of 6th Street SW (Highway 965);

All bearings referenced to this point are as shown on Airport Commerce Park Second Addition;

Thence Northeasterly 273 feet more or less to the Northwest corner of the 0.08 acre triangular parcel dedicated as public road right-of-way as shown on Airport Park Third Addition; Thence S $88^{\circ}26'45''$ E, a distance of 229.20 feet along the north line of said triangular parcel to the easterly most corner thereof; Thence N $83^{\circ}06'05''$ E, a distance of 170.07 feet along the south line of Lot 2 of said Airport Park to the southeast corner thereof, also being a point on the west right-of-way of the Interstate 380 right-of-way; Thence southeasterly 306 feet more or less to the northeast corner of Lot 1 of Capital First Addition also being a point of intersection with the west line of the westerly 120 feet of the Interstate 380 on ramp; Thence S $29^{\circ}01'52''$ E, a distance of 549.68 feet along the east lines of Lot 1 and Lot 3 of said Capital First Addition, also being along the west right-of-way line of Interstate 380 to the northeast corner of Parcel 'A' of Plat of Survey No. 1148; Thence continuing southerly along said west right-of-way line of Interstate 380 a distance of 770.28 feet along the east line of Parcel 'A' and Parcel 'B' of Plat of Survey No. 1148 to the southeast corner of said Parcel 'B'; Thence continuing southerly along said west right-of-way line a distance of 100 feet more or less to the northeast corner of Lot 1 of Mod Addition; Thence continuing southerly along said west right-of-way line a distance of 331.09 feet more or less to the southeast corner of Lot 1 of said Mod Addition; Thence continuing southerly along said west right-of-way line a distance of 900 feet more or less to the northeast corner of Lot 'A' of Hughes Group First Addition; Thence continuing southerly along said west right-of-way line and along the east line of said Hughes Group First Addition a distance of 2,537.44 feet more or less to the southeast corner of Lot 1 of said Hughes Group First Addition, also being a point on the north right-of-way line of Walford Road SW; Thence continuing southerly along said west right-of-way line a distance of 220 feet more or less to the intersection with the south right-of-way line of Walford Road SW; Thence westerly along the south right-of-way line of Walford Road SW a distance of 6,642 feet more or less to a point of intersection with the west right-of-way line of 18th Street SW; Thence northerly

a distance of 66 feet more or less along the west right-of-way line of 18th Street SW to the north right-of-way of Walford Road SW; Thence easterly along the north right-of-way of Walford Road SW a distance of 2,725 feet more or less to the intersection with the west line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 29; Thence northerly along said west line a distance of 1,302 feet more or less to the Southwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 29; Thence Northerly 1,330 feet more or less along the West line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 29 to the Northwest corner thereof; Thence Northerly 2,650 feet more or less along the West Line of the NE $\frac{1}{4}$ of said Section 29 to the Northwest corner thereof and Point of Beginning.

EXHIBIT B
MAP OF PROPOSED COMMERCE PARK URA WITH AMENDED AREA



**CONSENT OF LINN COUNTY, IOWA TO THE INCLUSION OF AN AREA
OUTSIDE THE CITY OF CEDAR RAPIDS CORPORATE LIMITS TO BE IN
THE CITY OF CEDAR RAPIDS URBAN RENEWAL AREA OF OPERATION**

This “Consent of Linn County, Iowa to the Inclusion of an Area Outside the City of Cedar Rapids Corporate Limits to be in the City of Cedar Rapids Urban Renewal Area of Operation” (“Consent”) is made on or as of this ____ day of _____, 2021, by Linn County, Iowa (the “County”) a political subdivision of the State of Iowa, having an office for the transaction of business at 935 2nd St SW, Cedar Rapids, IA 52404, Cedar Rapids, Iowa 52401.

RECITALS:

WHEREAS, on November 17, 2020 the City Council of the City of Cedar Rapids, Iowa (“City”) adopted Resolution No. 1425-11-20 establishing the American Prairie Urban Renewal Area (the “American Prairie URA”), in accordance with Chapter 403 of the Code of Iowa (the “Urban Renewal Act”) for economic development purposes and to carry out urban renewal project activities as outlined in the American Prairie URA Plan, and

WHEREAS, the City has initiated procedures in accordance with the Urban Renewal Act to amend the American Prairie URA, including adding additional land to the urban renewal area, which amended area is described in Exhibit A, attached hereto and by this reference incorporated herein,

WHEREAS, a portion of the area proposed to be added to the American Prairie URA consists of land which is outside of the Cedar Rapids corporate limits but is located contiguous with, and within two miles of said corporate limits in an unincorporated area of the County as depicted in Exhibit B attached hereto which by this reference incorporate herein (the “County Area”); and

WHEREAS, the City desires that the County Area be included in the American Prairie URA to make improvements to Wright Brothers Blvd SW in connection with proposed development projects; and

WHEREAS, in accordance with Section 403.17(4) of the Urban Renewal Act, the County Area is located contiguous with, and within two (2) miles of the City corporate limits and does not include any area which lies within the territorial boundaries of another incorporated city; and

WHEREAS, the City is desirous of obtaining the consent the County for inclusion of the County Area to be within the American Prairie URA and thus within City’s “area of operation” as that term is defined in Section 403.17 of the Code of Iowa.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the County hereby agrees and states as follows:

1. The Recitals contained hereinabove are true and correct and incorporated herein.
2. The County has been duly authorized to provide this Consent.
3. The County hereby consents to the inclusion of the County Area in the City’s area of operation as provided for the Urban Renewal Act, and as defined in Section 403.17 of the Code of Iowa, as described and depicted herein.

IN WITNESS WHEREOF, the County has caused this Consent to be duly executed as of the date set forth above.

LINN COUNTY

Stacey Walker, Chair
Linn County Board of Supervisors

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Stacey Walker, to me personally known, who, being by me duly sworn, did say that he is the Chair of Linn County, Iowa Board of Supervisors, and that said instrument was signed on behalf of Linn County; and that said Stacey Walker, Chair of the Linn County, Iowa Board of Supervisors, as such officer acknowledged the execution of said instrument to be the voluntary act and deed of Linn County, by it voluntarily executed.

Notary Public in and for State of Iowa
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF AMERICAN PRAIRIE URA
WITH AMENDED AREA

ALL OF THAT PORTION OF LAND WITHIN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 82 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA.

AND

ALL OF THAT PORTION OF LAND WITHIN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 82 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA, LYING EAST OF THE EAST RIGHT-OF-WAY OF INTERSTATE 380 AND EAST OF A LINE SEGMENT DESCRIBED AS FOLLOWS: THE NORTH END OF THE LINE SEGMENT, BEING A RAIL FOUND AT THE SOUTH END OF A LINE BEARING N28°56'26"W A DISTANCE OF 124.39 FEET ALONG THE I-380 NORTH ON RAMP BEING A POINT ON THE WEST LINE OF LOT 1 OF STACEY'S FIRST ADDITION, TO THE SOUTH END OF THE LINE SEGMENT, BEING AN IRON ROD FOUND AT THE NORTH END OF A LINE BEARING N54°40'56"E A DISTANCE OF 209.97 FEET ALONG THE I-380 NORTHBOUND EXIT RAMP "B" BEING A POINT ON THE NORTH LINE OF LOT 1 OF NCS FIRST ADDITION.

AND

ALL OF THAT PORTION OF LAND WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 82 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA, LYING NORTH OF THE NORTH PROPERTY LINE OF LOT 1 AND EASTERLY 60.10 FOOT EXTENSION THEREOF AS IS SHOWN ON NCS FIRST ADDITION, AND EAST OF A LINE SEGMENT DESCRIBED AS FOLLOWS: THE NORTH END OF THE LINE SEGMENT, BEING A RAIL FOUND AT THE SOUTH END OF A LINE BEARING N28°56'26"W A DISTANCE OF 124.39 FEET ALONG THE I-380 NORTH ON RAMP BEING A POINT ON THE WEST LINE OF LOT 1 OF STACEY'S FIRST ADDITION, TO THE SOUTH END OF THE LINE SEGMENT, BEING AN IRON ROD FOUND AT THE NORTH END OF A LINE BEARING N54°40'56"E A DISTANCE OF 209.97 FEET ALONG THE I-380 NORTHBOUND EXIT RAMP "B" BEING A POINT ON THE NORTH LINE OF LOT 1 OF NCS FIRST ADDITION.

AND

ALL OF THAT PORTION OF LAND WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 82 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA, LYING NORTH OF THE SOUTH RIGHT-OF-WAY OF WRIGHT BROTHERS BOULEVARD SW.

AND

ALL OF THAT PORTION OF LAND WITHIN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 82 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA.

AND

ALL OF THAT PORTION OF LAND WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 82 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA.

AND

ALL OF THAT PORTION OF LAND WITHIN THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 82 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA.

AND

ALL OF THAT PORTION OF LAND WITHIN THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 82 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA, LYING NORTH OF THE SOUTH RIGHT-OF-WAY OF WRIGHT BROTHERS BOULEVARD SW.

AND

ALL OF THAT PORTION OF LAND WITHIN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 82 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA.

EXHIBIT B
MAP OF PROPOSED AMERICAN PRAIRIE URA WITH AMENDED AREA





BOARD OF SUPERVISORS

County of Linn, Iowa

SUBJECT: Access to Secondary Roads			Directive Number:
Approval Date: 02/08/2012	Effective Date: 02/08/2012	Revision No.: Revised from previous County Engineer nnlrv	Policy Section & Number: OP-019
Reference: BOS Minutes: 02/02/2012			Distribution: Department, Intranet, Website

I. Policy/Purpose

The purpose of this policy is to outline requirements regarding access to Linn County secondary roads, including: number of accesses, access surfacing, commercial access agreements and permit requirements.

II. Scope

This policy pertains to requests for access from residents of unincorporated Linn County served by the Linn County Secondary Road Department.

III. Objectives

The objectives of this policy are to establish access requirements, outline conditions under which driveways may be surfaced, summarize treatment of existing hard-surfaced driveways during construction and maintenance projects, indicate the location and number of accesses allowed, set permit requirements and outline the commercial access agreement.

IV. Definitions

1. Clear Zone: A distance measured from the outside edge of the shoulder away from the road (minimum 10' to maximum the full right-of-way width).
2. Hot Mix Asphalt (HMA): This material is often called asphalt or blacktop and is delivered as a mix of aggregate and asphalt cement to the location, placed with a paving machine, and rolled to assure density.
3. Permit: A document issued by the county engineer granting permission for construction within the right-of-way. The permit states the conditions under which work can be performed and sets standards for construction. The Code of Iowa (Chapter 318) requires that anyone who seeks to make an alteration within the ROW obtain a permit from the highway authority with control. For the purposes of this policy, the county engineer is the issuing authority.
4. Portland Cement Concrete (PCC): This material is a mixture of Portland cement, water, and aggregate which hardens under a chemical reaction called hydration into a hard pavement.

5. Right-of-Way (ROW): Property obtained through deed or permanent easement reserved for construction of and/or maintenance of transportation facilities (typically 66' wide on most county roads).
6. Roadside: Areas within ROW that are outside the traveled way.
7. Seal Coat: A thin maintenance overlay of liquid asphalt with embedded aggregate.
8. Traveled Way: Designated driving surface of a road (including the shoulder).

V. Procedure

Background

The Linn County Secondary Road Department is continually maintaining and reconstructing roads that serve businesses, residences, and property throughout the unincorporated area of the county where there are an estimated 11,000 driveways that provide access to public and private property. The Code of Iowa requires that prior to making changes within the county right-of-way, residents must obtain a permit. The purpose of obtaining this permit is to assure that the work is done to county standards and that the county's interests and liability are safeguarded. The permit process allows people seeking to do work within the county ROW an opportunity to review the proposed work with county engineering staff, discuss appropriate standards for the work, and consider safety requirements.

Linn County entrance permits require that driveways serving residences be surfaced with granular material. Driveways serving agricultural property are generally rock surfaced to provide better load and road edge support. Granular surfacing of driveways allows for easier maintenance of county roads by county maintenance crews. Minor grade imperfections can be smoothed as a part of shouldering operations on paved roads or during regular maintenance of granular surfaced roads. Changes in road grade are easier to make, and granular surfacing is less costly to restore.

Many driveways have been paved without obtaining the required permit. Most of these surfaced driveways are paved to the edge of the road, whether the road is paved or rock surfaced. When the county resurfaces or reconstructs a road, the removal and replacement of paved driveways significantly inflates the cost of the project. Driveways paved to the edge of the road make even routine surface maintenance more difficult. County taxpayers should not be burdened with the cost of replacing unpermitted improvements within the right of way. The permit warns that paving may be affected by future county projects and that the property owner bears the cost of any change required.

Authority

Counties have the right to require a permit for construction within the right-of-way and to set standards for all construction within the right-of-way. Chapter 318 Section 8 of the Code of Iowa states as follows:

A person shall not excavate, fill, or make a physical change within the right-of-way of a public road or highway without obtaining a permit from the highway authority.

Linn County driveway permits specifically state that driveways serving residences shall be rock surfaced. Paving within the right-of-way is not allowed, unless an exception has been agreed to and a permit has been issued. The Code of Iowa allows the county to bring work done within the right-of-way to county standards and collect for the cost of doing so.

Requests for Paved Driveway along Granular Roads

Linn County discourages paving driveway surface on county roads due to safety and maintenance concerns. If a drive pavement is approved, it must be constructed in accordance with the permit and any costs associated with the drive pavement must be borne by the owner. The typical requirements for paved drives are:

1. drives must be surfaced a minimum of 6 inches thick,
2. drives may not be dowelled to the county road,
3. drive openings must be paved the full width of the county road shoulder,
4. drives must drain to the ditch, not onto the county road, and
5. pavement must be stopped a minimum of 15 feet from the centerline of the county road.

Driveway Pavement Replacement on County Construction and Maintenance Projects

Linn County will use the following procedures when the replacement of driveway surfacing is needed in the course of construction and maintenance projects on paved and granular surfaced roadways.

1. Permitted and non-permitted driveway pavements: The owner is entitled only to replacement of the driveway surfacing with a granular rock surface. The manner in which the county replaces the driveway surfacing depends upon the project plans for the county road the driveway abuts.
 - a. Road paving projects: The county will replace the paved driveway surfacing with rock surfacing. However, the county may determine that it is beneficial to the project to surface existing paved drives with new pavement. This is generally when the existing pavement may be connected to the new HMA overlay within the standard drive fillet of 4 feet. Owners may choose to have their additional permitted drive paved within the county right-of-way through the project contract at the owner's expense. Payment is based upon estimated quantities and is required in advance of paving. Generally, drive connections are made with the same pavement material used for the road project. On road projects involving PCC pavement, drives are generally paved with either PCC or HMA surfacing. On road projects involving HMA surfacing, drives are generally paved with HMA surfacing or seal coat. On road projects involving seal coat, drives will be left with a granular surface. Driveway paving outside of the project limits will not be replaced. Drive pavement outside the right-of-way will not be replaced.
 - b. Road grading projects: The county will not replace driveway paving on road grading projects. Minimum rock transitions will be provided.
 - c. Rock shall be used on all projects to provide a transition from the owner's drive to the new road surface. Removal of concrete or asphalt is the responsibility of the owner and is subject to invoice for county cost of removal as deemed appropriate by the county.
2. Right-of-way acquisition: Driveway surfacing may be addressed during the right-of-way negotiation process. Surfaced driveways will be replaced according to the provisions of this policy.

Number of Accesses

County policy allows one access per 40 acre parcel. A second access may be permitted by the county engineer upon receipt and review of written justification of need. Examples of need for a second access include: a natural barrier (creek) to full use of parcel, a home on parcel associated with the farm or business operation with a separate drive from the field, and separate use of a portion of the parcel through a county conditional use permit.

County policy allows one access to a residential lot or a properly created viable field division. A second access may be permitted by the county engineer upon receipt and review of written justification of need. A natural barrier preventing full essential use of property would be an example of a need for a second access.

Access Location

Accesses to all properties along secondary roads are subject to the requirements of the county subdivision standards. These standards set minimum and maximum driveway slopes, grade, distance from intersection and width.

Commercial Access Agreements

Access requirements for properties not conforming to the general county policy may be allowed by the county engineer through an agreement. The agreement shall establish the number and location of all access into property and the responsibility of the property owner for cost to Secondary Road Department associated with the required accesses.