



Jasper County, Iowa Board of Supervisors

● Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Denny Stevenson

Doug Cupples

Brandon Talsma

April 4, 2023

9:30 a.m.

www.jasperia.org

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

-Anyone that has an item on the agenda must appear in person for the Board to consider it.-

Pledge of Allegiance

Item 1 Sheriff – John Halferty and Brad Shutts

- a) Racom Proposal
- b) P25 Radio System Agreement with Racom

Item 2 Conservation – Keri VanZante

- a) Resolution for Jasper County Conservation Environmental Education Center – Destination Iowa Program Funds 2023
- b) Destination Iowa Grant Agreement

Item 3 Human Resources – Dennis Simon

- a) Hiring Resolution for Elderly Nutrition, 2nd Cook – Susan Valtman

Item 4 Community Development – Kevin Luetters

- a) Set Public Hearing Dates for Parcel #06.14.300.011 Rezone Request from Agricultural to Rural Residential (Recommended Dates and Time, April 18th, April 25th, and May 2nd, 2023, at 9:30 am in the Board of Supervisors Room)

Item 5 Engineer – Mike Frietsch

- a) Agreement with Allender Butzke Engineers Inc for Geotechnical Exploration on Bridge E19 (on Eagle Street over Indian Creek)
- b) Agreement with Allender Butzke Engineers Inc for Geotechnical Exploration on Bridge T06 (on S62 over North Skunk River)
- c) Baxter Comfort Solutions Application for Adopt-a-Highway

Item 6 Resolution Authorizing Jasper County, Iowa, to Enter into the Settlement Agreements with Teva Pharmaceutical Industries, Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc.

Item 7 Set Public Hearing for FY22-23 Current Budget Amendment

(Recommended Date and Time, April 18th, 2023, at 9:30 am in the Board of Supervisors Room)

Item 8 ISAC Soil Compaction Study

Item 9 Approval of Board of Supervisors Minutes for March 28, 2023

PUBLIC INPUT & COMMENTS

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Close Session requested by Scott Nicholson in Accordance with Iowa Code Section 21.5(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

Close Session requested by Jeff Davidson in Accordance with Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase to increase the price the governmental body would have to pay for the property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

Item 10 Work Session



213 SE 16th St
Pella, IA 50219
Ph: 641-628-1724
Fax 641-628-4808
Cell 641-780-1007
duane.vos@racom.net
www.racom.net

Proposal Prepared for: Jasper County Board of Supervisors
Address 101 1st St N #203
City Newton
State & Zip Code IA 50208
County Jasper
Phone/FAX 6417927016
Contact Name Brad Shotts
Contact E-mail bshotts@jaspersheriff.org

Purchase Agreement Exhibit A

ITEM	QTY	PART NO.	DESCRIPTION	UNIT	EXTENDED
1			Jasper Co Vandalia Site, Eng Radios, Pager	\$ -	\$ -
2	1	L3H P25T Site	Vandallia P25 MultiSite	\$ 727,322.00	\$ 727,322.00
3				\$ -	\$ -
4	1	L3H P25T Radios	County Engineer radios	\$ 291,625.94	\$ 291,625.94
5				\$ -	\$ -
6	1	Pagers G4	Unication G4 Pagers and accessories (120)	\$ 105,786.00	\$ 105,786.00
7				\$ -	\$ -
8			3 Payments of \$377,081.31	\$ -	\$ -
9				\$ -	\$ -
10			1st with Order	\$ -	\$ -
11			2nd July 1, 2023	\$ -	\$ -
12			3rd July 1, 2024	\$ -	\$ -
13				\$ -	\$ -
14				\$ -	\$ -
15				\$ -	\$ -
16				\$ -	\$ -
17				\$ -	\$ -
18				\$ -	\$ -
19				\$ -	\$ -
20				\$ -	\$ -
21				\$ -	\$ -
22				\$ -	\$ -
23				\$ -	\$ -
24				\$ -	\$ -
25				\$ -	\$ -
26				\$ -	\$ -
27				\$ -	\$ -

Total Equipment Price	\$ 1,124,733.94
Installation	\$ -
Subtotal	\$ 1,124,733.94
Taxes	\$ -
Shipping	\$ 6,510.00
Total	\$ 1,131,243.94

Tax Rate

Terms of Purchase: 3 County Payments - with order, July 2023, July 2024.

System Description: Jasper County Vandallia P25 Site at Vandallia Tower. Jasper Co Engineer P25T Mobiles and Portable radios. Unication G4 Pagers and accessories.

Proposal Presented By: D Vos Date: 3/30/2023

Proposal Accepted By: _____ Date: _____

Attest: _____ Date: _____



March 30, 2023

Purchase Agreement between RACOM and Jasper County Board of Supervisors, Newton, Iowa

This agreement is entered into by Jasper County Board of Supervisors (Buyer) and RACOM Corporation (Seller) and agreed upon on this day _____, 2023.

This Purchase Agreement consist of 3 main parts shown on Exhibit A and described below.

P25 solution includes radio infrastructure and installation services.

The mutual terms of this agreement include:

- a. Jasper County purchases the Vandalia site equipment as proposed and outlined in the quotation and described here: "Site" refers to the Radio Frequency (RF) and Microwave backhaul equipment that will be installed at the SAGA Communications tower site referred to as the "Vandalia" site. The address for the site is 12789 Pinion Ave Prairie City Iowa 50228. This P25 radio equipment will reside in a communications shelter already present at the site. Jasper Co will have an agreement with the site owner for use of this shelter, that includes the generator and tower. P25 Site antennas and microwave antennas will be installed on the existing guyed tower. RACOM will have 24 x 7 x 365 access to the site for installation and maintenance of the P25 System.
- b. Jasper County purchases L3Harris mobile, handheld and base radio equipment for the County Engineer use. All radios will be installed and have an annual PM.
- c. Jasper County purchases 120 (One hundred twenty) Unication G4 Pagers.
 - o Jasper County will not have any additional access fees for use of RACOM's entire P25 network(s). This assumes the use of capable radios and 28e agreements with other partnering agencies.
 - o 3 Budget Year Plan – RACOM will provide 0% financing of the project as described above for 3 payment periods over 3 fiscal years (FY) starting in the current FY. The project total amount is \$1,124,733.94 plus \$6,510 shipping. The project with shipping total of 1,131,243.94 will be invoiced in 3 equal payments of \$377,081.31.
 - Invoice and Payment 1 – with signed order, April 2023.
 - Invoice and Payment 2 – July 2023
 - Invoice and Payment 3 – July 2024
- d. RACOM will accept any additional payment above the listed payment amounts.
- e. Maintenance of this Vandalia Site and Engineer radios will be invoiced at time of completion.



Agreed to by:
Jasper County Board of Supervisors

RACOM CORPORATION

A handwritten signature in dark ink that reads "Michael J. Miller".

Name:

Mike Miller, President

Title Date

President _____
Title Date

Attest: Jenna Jennings, Auditor Date

RESOLUTION

Jasper County Conservation Environmental Education Center – Destination Iowa Program Funds 2023

WHEREAS, the Jasper County Conservation Board (JCCB) was awarded a Destination Iowa Grant in the amount of \$550,000 on March 1, 2023,

WHEREAS, due to federal requirements, the grant must be registered under a Unique Entity Identifier (UEI) number,

WHEREAS, the UEI is registered under the name Jasper County, Iowa,

NOW THEREFORE BE IT RESOLVED Jasper County Board of Supervisors agree to the terms and conditions set forth in the agreement and authorize the Director of JCCB to sign the contract agreement on behalf of Jasper County and to administer, manage, and report for the grant project effective March 1, 2023, the award date of Destination Iowa Funds.

Roll Call:

PASSED AND ADOPTED this 4th day of April 2023.

Brandon Talsma, Board of Supervisors Chair

Attest: Jenna Jennings, Jasper County Auditor

**GRANT AGREEMENT BETWEEN
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND
JASPER COUNTY**

PROGRAM: Destination Iowa Outdoor Recreation
AWARD NO.: 23-DOR-022
AWARD AMOUNT: \$550,000
TERM OF AGREEMENT: March 1, 2023 – September 30, 2026

THIS Grant Agreement (“Grant Agreement”) is between Iowa Economic Development Authority (“Authority”) and Jasper County (“Subrecipient”).

AWARD IDENTIFICATION

SUBRECIPIENT NAME:	Jasper County
SUBRECIPIENT LEGAL ENTITY NAME:	Jasper County
SUBRECIPIENT ADDRESS:	101 1 st St. N, Ste. 202
CITY, STATE, ZIP:	Newton, IA 50208
SUBRECIPIENT UEI NUMBER:	MV5VUNRRVL77
FEDERAL AWARD IDENTIFICATION NUMBER:	SLFRP4374
FEDERAL AWARD DATE:	July 9, 2021
GRANT PERFORMANCE START DATE:	March 1, 2023
GRANT PERFORMANCE END DATE:	September 30, 2026
AMOUNT OF FEDERAL FUNDS OBLIGATED:	\$550,000
SUBRECIPIENT TOTAL PROJECT COST:	\$2,204,509
FEDERAL GRANT PROJECT DESCRIPTION:	Coronavirus State and Local Fiscal Recovery Funds
NAME OF FEDERAL AWARING AGENCY:	US Department of Treasury
NAME OF PASS-THROUGH ENTITY:	Iowa Economic Development Authority
ADDRESS OF PASS-THROUGH ENTITY:	1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION:	Megan Andrew, 515.348.6147
ASSISTANCE LISTING NUMBER:	21.027 – Coronavirus State and Local Fiscal Recovery Funds
FEDERAL AWARD AMOUNT AVAILABLE:	\$100,000,000.00
IS THIS AWARD R & D:	No

ARTICLE 1 - FUNDING

1.1 FUNDING SOURCE

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“the Act”), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act (“SLFRF”).

1.2 MAXIMUM PAYMENTS

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the \$550,000 specified in the

above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

1.3 FAILURE TO RECEIVE GRANT FUNDS

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

ARTICLE 2 - USE OF FUNDS

2.1 GENERAL

The Subrecipient has applied for and was awarded a Destination Iowa Outdoor Recreation Grant for a project described in Exhibit C, Description of the Project and Award Budget (the "Project"). The Destination Iowa Outdoor Recreation Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

2.2 BUDGET

Changes from the approved budget detailed in Exhibit C must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

ARTICLE 3 – CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under this Grant Agreement:

3.1 GRANT AGREEMENT EXECUTED

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

3.2 DOCUMENTATION OF COMPLIANCE

Subrecipient shall provide the Authority with satisfactory documentation of compliance with 2 C.F.R. 200 – *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”), including procurement standards therein, and any other federal and state laws, rules, ordinances, regulations, guidance, and orders applicable to the award.

3.3 DOCUMENTATION REQUIRED FOR PAYMENT

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority by submission of Draw Request Reimbursement form and accompanying documents to destinationiowa@iowaeda.com. The Subrecipient shall provide documentation satisfactory to the Authority of 100 percent of project financing prior to submitting its first draw request. Subrecipient may make up to four reimbursement requests per calendar year. Funds will be reimbursed based on the award to total project cost percentage. The following shall accompany all draw requests:

- 3.3.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 3.3.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 3.3.3 Copies of paid invoices shown on the Draw Request Itemization
- 3.3.4 The Authority reserves the right to request additional documentation, including but not limited to documentation relating to expenditures to be reimbursed, including but not limited to, copies of cancelled checks or other documentation of payment.

3.4 DEADLINE FOR FINAL DRAW REQUEST

The Subrecipient shall submit all draw requests; document completion of project construction to the satisfaction of the Authority; and obtain waiver(s), release(s), or other documentation of resolution of any and mechanics or other liens by no later than September 30, 2026. Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. The Authority is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2026.

3.5 PROJECT PERFORMANCE CHECKS

The Authority will conduct project performance checks as follows:

3.5.1 Quarterly Reports. The Authority will review project progress information provided in quarterly reports submitted pursuant to Article 5.3.1.

3.5.2 June 30, 2024 – Compliance Check. The Authority will review the Project to verify compliance with requirements to obligate funds and procurement standards.

3.5.3 September 30, 2026 – Closeout. Documentation to closeout the grant will include the following:

- a. Photo verification that the items in Exhibit C, Description of the Project and Award Budget have been completed as presented in Exhibit A, Subrecipient’s Application.
- b. Verification that the total project cost in Exhibit C has been expended as presented in Exhibit A, Subrecipient’s Application.
- c. Any other documentation requested by the Authority.

3.5.1 The Authority reserves the right to conduct additional performance checks to verify compliance with the Grant terms.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents, covenants, and warrants that:

4.1 AUTHORITY

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

4.2 USE OF FUNDS

The Subrecipient will use the Grant Funds to complete the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 (“Final Rules”) and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

4.3 FINANCIAL INFORMATION

All financial statements and related materials concerning the Grant provided to the Authority in the Application are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

4.4 APPLICATION

The contents of the Application were a complete and accurate representation of the Project as of the date of submission, and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

4.5 CLAIMS AND PROCEEDINGS

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Subrecipient, threatened against or affecting the Subrecipient.

4.6 PRIOR AGREEMENTS

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

4.7 EFFECTIVE DATE OF COVENANTS, WARRANTIES, AND REPRESENTATIONS

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

5.1 WORK AND SERVICES

The Subrecipient shall perform work and services as described in Exhibits A and C.

5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

5.2.1 The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance.

5.2.2 The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

5.2.3 The Subrecipient acknowledges that 2 CFR 200 includes procurement standards in 200.318 through 200.327. The Subrecipient agrees to follow the procurement standards in the use of funds provided pursuant to this Grant Agreement and to provide a compliant procurement policy to IEDA.

5.3 REPORTING

5.3.1 *Quarterly Reporting.* The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. The report for each prior Calendar Year quarter shall be due on the 10th day of January, April, July, and October or as otherwise directed by the Authority. Reporting shall include, but shall not be limited to, amount of funds obligated and amount of funds expended.

5.3.2 *Public Disclosure.* The Subrecipient acknowledges that any information reported may be subject to public disclosure.

5.3.3 *Davis-Bacon Reporting.* If the expected total cost of the Project is Ten Million Dollars (\$10,000,000) or more, the Subrecipient shall report whether, to complete the Project, the Subrecipient is using funds from a federal program other than an ARPA program ("non-ARPA program") that requires enforcement of the Davis-Bacon Act. If enforcement of the Davis-Bacon Act is required because the Subrecipient is using funds from a non-ARPA program that requires enforcement of the Davis-Bacon Act, the Subrecipient shall report that information to the Authority and shall certify that it is enforcing the Davis-Bacon Act.

5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

5.5 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant or Project facility. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

5.6 USE OF GRANT FUNDS/TIMEFRAMES

- 5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.
- 5.6.2 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Under the Destination Iowa Program, costs incurred before notice of award are not eligible for reimbursement through the program. Therefore, all costs incurred prior to March 1, 2023 and after December 31, 2024 are not eligible uses of these funds. The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

5.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

5.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

5.9 CONFLICT OF INTEREST

5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.

5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:

5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or

business ties, during his or her tenure or during the one-year period following his or her tenure.

5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

5.10 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.10.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any 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 Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.
- 5.10.2 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, or an employee of a Member of Congress in connection with this Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.10.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

5.11 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.11.1 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.
- 5.11.2 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

5.12 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

5.13 EQUAL OPPORTUNITY CLAUSE FOR CONSTRUCTION WORK.

5.13.1 The Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5.13.2 The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

5.13.3 The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5.13.4 The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency

may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received; and refer the case to the Department of Justice for appropriate legal proceedings.

5.14 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

Subrecipient will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.

- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.
- 7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

ARTICLE 8 – GENERAL PROVISIONS

8.1 AMENDMENT

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include, but are not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.1.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.1.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

8.2 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A “Single Audit Not Required” form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in total federal funds.
- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in total federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor’s report, or nine months after the end of the organization’s fiscal year. If an audit is required, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.
- 8.2.3 IEDA may implement an agreed-upon-procedures engagement to monitor for-profit subrecipients who are exempt from the requirements of the Single Audit Act in accordance with subpart D §§ 200.331-200.333 and subpart E § 200.425. If implemented, the agreed-upon-procedure engagement shall be conducted in accordance with GAGAS attestation standards and limited in scope to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting.

8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority’s final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority’s final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

8.4 SUSPENSION

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

8.5 TERMINATION

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.

- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

8.6 PROCEDURES UPON TERMINATION

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

8.7 ENFORCEMENT EXPENSES

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

8.8 INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 BINDING EFFECT

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

9.2 SURVIVAL OF GRANT AGREEMENT

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

9.3 GOVERNING LAW

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

9.4 WAIVERS

No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

9.5 LIMITATION

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

9.6 HEADINGS

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

9.7 INTEGRATION

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Grant Agreement.

9.8 COUNTERPARTS

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

9.9 DOCUMENTATION

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

9.10 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.10.3 Exhibit C – Description of the Project and Award Budget

9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit C – Description of the Project and Award Budget

9.11.4 Exhibit A – The Application

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

SUBRECIPIENT: JASPER COUNTY

BY: _____
Authorized Signature

Print Name / Title

DATE: _____

Attest: _____
Jenna Jennings, County Auditor

IOWA ECONOMIC DEVELOPMENT AUTHORITY

BY: _____
Deborah V. Durham, Director

DATE: _____

EXHIBIT A

Subrecipient's Destination Iowa Grant Application (on file with the Authority)

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. **Reporting.** Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.

c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall

provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

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

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

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

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

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

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

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

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

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

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

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

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

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

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

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in

Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

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

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

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]

Exhibit C
Description of the Project and Award Budget

Subrecipient: Jasper County

Project Name: Jasper County Conservation Environmental Education Center

Award Date: March 1, 2023

Funds to be obligated by: December 31, 2024

End Date (Funds to be expended by): September 30, 2026

Project Description:

Construction of a 7,200 square feet environmental education center including display space, laboratory, classrooms, storage, kitchen, outdoor viewing platform, and offices. Facility will serve as a community venue, capable of holding events for 400 people utilizing the main level, lower level, and outdoor spaces. Design includes installation of a photovoltaic array to generate sufficient energy to operate the building.

Budget:

Sources of Funds	Amount	Uses of Funds	Amount
Destination Iowa Grant	\$550,000	Site Preparation	\$254,990
Public Funding	\$200,000	Construction	\$1,378,728
Private Fundraising	\$654,706	Fixtures/Furniture/Equipment	\$27,820
American Rescue Plan (ARP) Funds - local	\$400,000	Public Art & Landscaping	\$28,000
Other: In-Kind	\$68,000	Architectural/Engineering Design	\$137,781
Unidentified Funds	\$331,803	Construction Administration/Permits	\$278,774
		Contingency	\$98,416
Total	\$2,204,509	Total	\$2,204,509

Resolution 23-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Elderly Nutrition	2 nd Cook	Susan Valtman	\$15.36	Hire-In Rate Union Scale per MOU	4/10/23

Resolution adopted this 4th day of April 2023

Brandon Talsma, Chairman

Attest:

Jenna Jennings, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES
BOOK 22 4/4/2023 PAGE

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd St N - #150 Newton, IA 50208 ph: 641-792-3084

Rezone Request

Case File: R-2023-003

Date: 03/30/2023

Set public hearing dates for the rezone of the parcel below from Agricultural (A) to Rural Residential (RR) to allow for the operation of a agricultural support business.

PARCEL # 06.14.300.011

PARCEL "C" LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 21 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 14, T80N, R21W OF THE 5TH P.M., JASPER COUNTY, IOWA; THENCE, S89°44'17"W 425.50' ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14 TO THE POINT OF BEGINNING, ALSO BEING THE SOUTHWEST CORNER OF PARCEL "A" AS SHOWN IN THE PLAT OF SURVEY RECORDED SEPTEMBER, 28, 2004 AS FILE #04-09065 IN BOOK 1153, PAGE 422 IN THE OFFICE OF THE JASPER COUNTY RECORDER; THENCE CONTINUING S89°44'17"W 710.50' TO THE SOUTHEAST CORNER OF PARCEL "B" AS SHOWN IN THE PLAT OF SURVEY RECORDED SEPTEMBER 30, 2004 AS MICROFILE #04-09213 IN BOOK 1153, PAGE 424 IN SAID RECORDER'S OFFICE; THENCE, N8°29'00"E 340.96' ALONG THE EAST LINE OF SAID PARCEL "B" TO THE NORTHEAST CORNER THEREOF; THENCE, N9°49'16"E 441.10'; THENCE, N89°18'43"E 476.20'; THENCE, S0°39'45"E 298.00'; THENCE, N89°44'18"E 120.00' TO THE NORTHWEST CORNER, S1°45'37"W 477.13' ALONG THE WEST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING. PARCEL "C" CONTAINS 10.89 ACRES INCLUDING 1.23 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY

Suggested Dates: 04/18/2023, 04/25/2023, 05/02/2023



Kevin Luetters
Jasper County Community Development

ALLENDER BUTZKE ENGINEERS INC.



GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION O. C.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Jasper County Bridge 199690 **PN:** 231194
PROJECT ADDRESS: Eagle Street over Indian Creek
Section 27, Clear Creek Township, Jasper County, Iowa
CLIENT: Jasper County Engineer Attn: Rick Elliott, Survey Design Specialist
ADDRESS: 910 N 11th Avenue
Newton, IA 50208

SCOPE: Geotechnical Exploration - Mobilization with truck mounted drilling equipment, boring locations, utility locations (Iowa One Call), drill 4 borings 80 +/- feet deep with blow counts in two borings (one pier and one abutment), laboratory testing, abutment slope stability analysis, LRFD soil design parameters for driven pile, typed boring logs, and written report.

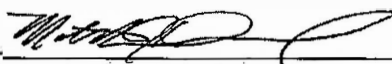
COMPENSATION TERMS: Total cost for the above scope of services will be \$11,200. A savings of \$300/project would apply for combined mobilization with Bridge 199080 in Malaka Township. Consultation subsequent to completion of report invoiced at current engineering rates. We assume the county will temporarily close the road and/or provide traffic control during drilling operations, the costs of which is not included in the above fee.

REMARKS: Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one week later with the written report. ABE will contact only Iowa One Call for public utility locates.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By: 
 Matt Drummond, P.E.
 Title: Principal Engineer
 Date: 3/29/2023

By: _____
 Brandon Talsma Printed Name
 Title: _____
 Date: _____

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

Attest: _____
 Jenna Jennings, Auditor

GENERAL CONDITIONS

PN 231194

1. PARTIES AND SCOPE OF WORK: Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, its successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

6. RESPONSIBILITY: ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

8. PAYMENT: Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and

not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

9. STANDARD OF CARE: ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. LIMITATION OF LIABILITY: SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$ 20,000.

11. INDEMNITY: Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

13. WITNESS FEES: ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Jasper County Bridge 199080 **PN:** 231195
PROJECT ADDRESS: S62 over North Skunk River
 Section 5, Malaka Township, Jasper County, Iowa
CLIENT: Jasper County Engineer Attn: Rick Elliott, Survey Design Specialist
ADDRESS: 910 N 11th Avenue
 Newton, IA 50208

SCOPE: Geotechnical Exploration - Mobilization with truck mounted drilling equipment, boring locations, utility locations (Iowa One Call), drill 4 borings 70+/- feet deep with blow counts in two borings (one pier and one abutment), laboratory testing, abutment slope stability analysis, LRFD soil design parameters for driven pile, typed boring logs, and written report.


COMPENSATION TERMS: Total cost for the above scope of services will be \$10,300. A savings of \$300/project would apply for combined mobilization with Bridge 199690 in Clear Creek Township. Consultation subsequent to completion of report invoiced at current engineering rates. We assume the county will provide traffic control during drilling operations, the costs of which is not included in the above fee.

REMARKS: Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one week later with the written report. ABE will contact only Iowa One Call for public utility locates.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By: 
 Matt Drummond, P.E.
 Title: Principal Engineer
 Date: 3/29/2023

By: _____
 Brandon Talsma Printed Name
 Title: _____
 Date: _____

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

Attest: _____
 Jenna Jennings, Auditor

GENERAL CONDITIONS

PN 231195

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15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Jasper County Highway Department
910 N 11th Ave E, Newton, IA 50208

Application to Adopt-A-Highway

Permit Number 1-23
Route Number F-17 W

SPONSOR:

Name of Sponsor (Organization, Group or Individual) Baxter Comfort Solutions

Mailing Address (Street, P.O. Box, State, Zip Code) P.O. Box 158 Baxter IA 50028

The area is located in Sec(s) _____ Twp. 20 Rge. 20 of 20 Township on
Route: F17W From Restland Cemetery To 8778 Hwy F17W

Approval is hereby requested to enter within the county highway right of way to perform the following described work:

X Litter Removal

AGREEMENTS

The sponsor(s) agrees that if granted a permit to do said work the following stipulations shall govern:

1. This application shall have been approved prior to sponsor(s) beginning any operations as requested herein.
2. Sponsor(s) agree to indemnify and hold harmless Jasper County, its Supervisors, its officers and employees from all liability, judgement, costs, expenses and claims growing out of damages, or alleged damages of any nature whatsoever to any person, property or third party arising out of the performance or non-performance of said work.
3. No vehicles, equipment or materials are to be parked or stored within 30 feet from the near edge of the pavement, except during times of litter pickup when a vehicle may be allowed to be parked on the shoulder.
4. Right of way markers and land monuments shall not be removed, altered or damaged.
5. This permit shall be subject to any laws now in effect or any laws which may be hereafter enacted and all applicable rules and regulations of local, state, and federal agencies.
6. The sponsor(s) agrees to give the County forty-eight hours notice of intention to start operations. Notification shall be given to the County Engineers Office whose address is 910 N 11th Ave E, Newton. Notification may be made by phone at (641) 792-5862.
7. Access to the work site will, where possible, be obtained from private property or other roadways and not from the mainline or shoulders of the primary highway.
8. The sponsor(s) shall carry on the work as required and authorized by this agreement with serious regard to the safety of the traveling public, adjacent property owners and volunteers or employees of the sponsor(s). Traffic protection shall be in accordance with Part VI of the current Manual of Uniform Traffic Control Devices for Streets and Highways
9. The Sponsor(s) acknowledge that all personnel involved in this project are initiators and volunteers directed by the Sponsor(s) and that the Sponsor(s) accept full responsibility for any injuries or damages sustained by or caused by such personnel. The Sponsor(s) acknowledges that they or their volunteers are in no way considered to be employees of Jasper County.

In consideration of the above, the sponsor(s) and the County further agree to the following terms and conditions of this agreement.

SPONSOR'S ADDITIONAL RESPONSIBILITY:

To perform the work specified in a satisfactory, safe and professional manner in accordance with good construction practices.

To conduct a minimum of two meetings per year with volunteers or employees who may be expected to carry out this agreement.

To provide adult supervision at the work site when volunteers or employees are 15 years of age or younger.

To obtain required supplies and materials as may be needed from the County to carry this agreement during regular business hours.

Traffic control signs which have been previously installed on the Adopt-A-Highway sign supports shall be folded down at all times when the sponsor(s) is doing work near the roadway and shall be returned to the closed position when the work has been completed.

Will place all trash bags used during collection of litter, adjacent to the Adopt-A-Highway sign supports for pickup and disposal by the County. If necessary, litter shall be separated according to the local landfill regulations.

All unused materials and supplies furnished by the County shall be returned to the County.

COUNTY'S RESPONSIBILITY:

Erect a sign at each end of the adopted section with the Sponsor(s) name or acronym displayed.

Provide reflective vests, trashbags, and safety literature to Sponsor(s).

Remove trashbags used for litter pickup by Sponsor(s).

Assist in removal of litter under unusual circumstances such as when large or heavy or hazardous items are found.

The County reserves the right to terminate this agreement and remove Adopt-A-Highway signs when in the sole judgement of the County, if it is found that the Sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from 4/1/2023 until the Sponsor(s) or County terminates this agreement. The Sponsor(s) agrees to pickup litter 2 times a year.

Applicant: Bayker Comfort Solutions Signature of Applicant: B. D. Jones

Address: PO Box 158 Bayker, IA Date: 3/23/23

Telephone: 641-227-3105 Fax: _____

JASPER COUNTY APPROVAL

Recommended for Approval [Signature] Date 03/30/2023
County Engineer

Approved _____ Date _____
Chairman of the Board of Supervisors

Attest _____ Date _____
County Auditor

RESOLUTION NO. _____

Authorizing Jasper County, Iowa to Enter Into the Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc.,

WHEREAS, in 2018, the County Board of Supervisors authorized Jasper County (the “County”) to enter into an engagement agreement with Crueger Dickinson LLC, Simmons Hanly Conroy LLC and von Briesen & Roper, s.c. (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the County and resources necessary to combat the opioid epidemic;

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants in 2018 and have been litigating against the Opioid Defendants since that time;

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc (the “Settling Defendants”) have been ongoing for several years;

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims involved in the Litigation;

WHEREAS, the proposed terms of those proposed nationwide settlements are set forth in the Teva and Allergan Settlement Agreement and the Walmart, Walgreens, and CVS Settlement Agreement (collectively “Settlement Agreements”);

WHEREAS, the Settlement Agreements as well as a summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the Settlement Agreements and the MDL Court’s Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements have been provided to the County prior to the execution of this Resolution;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in Iowa including to the State of Iowa and Participating Subdivisions, as that term is defined in the Settlement Agreements (“Iowa Opioid Funds”), upon occurrence of certain events as defined in the Settlement Agreements;

WHEREAS, the Law Firms have engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the Iowa Opioid Funds will be allocated, which has resulted in the Iowa Opioid Allocation Memorandum of Understanding (“Allocation MOU”), which is an agreement between all of the entities who are signatories to the Allocation MOU;

WHEREAS, the Allocation MOU divides Iowa Opioid Funds as follows: (i) 50% to the State (“the Iowa Abatement Share”) and (ii) 50% to Participating Local Governments (“LG Share”), net of fees and costs allocated to the Iowa Backstop Fund as set forth in Section D of the Allocation MOU and in this Resolution (“LG Abatement Share”);

WHEREAS, the LG Abatement Share shall be distributed in direct payments to the Counties that are Participating Local Governments according to the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804) in the amounts set forth on Exhibit 2 to the Allocation MOU (“Direct Distribution Percentage”). The Direct Distribution Percentage will be multiplied by the total LG Abatement Share to arrive at the total allocation to the Participating Local Government (the “Direct Distribution Amount”);

WHEREAS, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures is set forth in Exhibit 1 of the MOU (Iowa State – Local Allocation MOU).

WHEREAS at least 75% of the Iowa Abatement Share and 75% of the LG Abatement Share shall be utilized for only the “Core Strategies” listed in Schedule A of Exhibit 1 to Allocation MOU;

WHEREAS, every Participating Local Government that receives a Direct Distribution Amount shall create a separate fund on its financial books and records that is designated for the receipt and expenditure of the entity’s Direct Distribution Amount, called the “LG Abatement Fund;”

WHEREAS, Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Participating Local Government, but a Participating Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Participating Local Government;

WHEREAS, Funds in a LG Abatement Fund may be expended by a Participating Local Government only for Opioid Related Expenditures, shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements and the Allocation MOU and, for avoidance of doubt, funds in a LG Abatement Fund may not be expended for costs, disbursements or payments made or incurred prior to the Settlement;

WHEREAS, if any audit required by the Allocation MOU reveals an expenditure inconsistent with the terms of the Allocation MOU, the Participating Local Government shall immediately redirect the funds associated with the inconsistent expenditure to an Opioid Related Expenditure;

WHEREAS, the County must comply annually with the reporting requirements in the Allocation MOU;

WHEREAS, if the County elects to become a Participating Subdivision in the Settlement Agreements it will receive the benefits associated with the Settlement Agreement and the Allocation MOU, provided the County (a) approves the Settlement Agreements; (b) executes the Participation Agreements stating the County’s intention to be bound by the Settlement Agreements;

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements by executing the Participation Agreements.

NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby approves and authorizes Brandon Talsma to settle and release the County’s claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements by taking the following measures:

- 1. The execution and delivery of the Participation Agreement to the Settlement Agreements and any and all documents ancillary thereto.

- 3. The execution and delivery of any and all further and other documents necessary to effectuate the foregoing and the terms of this Resolution.

BE IT FURTHER RESOLVED: the County shall deposit the LG Share in its account titled “LG Abatement Fund” to receive the LG Abatement Share from the Settlement Agreements.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Adopted by the Jasper County Board of Supervisors this 4th day of April, 2023

Board Chair

ATTEST:

County Auditor

5500 Westown Parkway, Suite 190
West Des Moines, IA 50266
PHONE: 515.244.7181
FAX: 515.244.6397
www.iowacounties.org



2022 ISAC Executive Committee

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Richard Crouch
Mills County Supervisor

1ST VICE PRESIDENT

Brian Gardner
Linn County Sheriff

2ND VICE PRESIDENT

Barry Anderson
Clay County Supervisor

3RD VICE PRESIDENT

John Werden
Carroll County Attorney

2022 ISAC Board of Directors

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Mills County

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Sioux County

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Micah Van Maanen
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Black Hawk County Auditor

NACo BOARD REPRESENTATIVE

Richard Crouch
Mills County Supervisor

ISAC Executive Director

William R. Peterson

October 4, 2022

To: Iowa County Boards of Supervisors

From: William R. Peterson, Executive Director

Re: Procedures and Standards for Minimizing Soil Compaction on Agricultural Lands During Utility Construction on Wet Soils

The Iowa State Association of Counties (ISAC) and Iowa State Association of County Supervisors Association (ISACS) have been requested to contract for an analysis that will allow for the development of procedures and standards to assist in the mitigation of soil compaction on agricultural lands caused by utility construction occurring on wet soils. The Principal Investigator for this analysis will be Dr. Mehari Tekeste, Association Professor, Agricultural and Biosystems Engineering at Iowa State University in Ames, Iowa.

The analysis will investigate the methods to determine field soil wetness and establish a relationship between in-situ (field) soil water, precipitation from real-time data, and degree of soil bearing capacity for minimizing heavy-load induced rutting. Soil samples will be collected from the previous Dakota Access Pipeline impacted soils and four other locations with different drainage classes on sites where new construction activities will be carried out.

The specific objectives of the study are as follows:

1. Determine in-situ (field) soil moisture and wetness at various soil consistency from field sampled soils at top and subsoil layers. The soil cone penetrometer will be measured at the sampling sites to document the in-situ degree of soil compaction before construction activities.
2. Measure soil testing on mechanical and physical properties according to ASTM International and the American Society of Agricultural and Biological Engineers (ASABE) standards for establishing the degree of soil consistency (plastic limit, liquid limit) and proctor density levels.
3. Mathematically estimate the rainfall event that creates soil wetness and weak soil bearing capacity for excessive rutting and estimate the number of days allowing the soil to regain its load-bearing support with less soil rutting.

The findings from this research will be published in scientific journals and presented at organized extension meetings and professional conferences. The outcome of the results will assist in developing inspection standards for utility construction activities on wet soil conditions, and later after feedback from field technicians, the findings can be incorporated into state regulations for minimizing soil compaction and protection of agricultural lands (for example Iowa Utilities Board (IUB) Code on Chapter-9 6.8).

The ISAC and ISACS Executive Committees have agreed to contract with Iowa State for the analysis and request voluntary contributions from Iowa's 99 counties to pay for the project. The cost of the project is \$51,098. There are currently three companies planning construction of carbon sequestration pipelines. These pipelines will cross a total of 70 counties in Iowa; however, the finding of this research will benefit agricultural landowners in all future utility construction activities. In anticipation that not all counties will agree to the voluntary participation, the Executive Committees have recommended that all counties contribute \$600. Counties making a voluntary contribution should send their contributions by November 15, 2022 to:

Iowa State Association of Counties
Soil Compaction Project
5500 Westown Parkway, Suite 190
West Des Moines, Iowa 50266

All funds for this project will be accounted for separately.

I have attached a copy of the research proposal for your review. If you have questions, please do not hesitate to contact me at wpeterson@iowacounties.org or cell phone at 515.240.1562.

Richard Crouch
ISAC President
Mills County Supervisor

Tim Neil
ISACS President
Bremer County Supervisor

William R. Peterson
ISAC Executive Director

Procedure for Determining Soil Wetness during Construction of Underground Utilities to Minimize Excessive Soil Compaction on Farm Soils

Principal Investigator (PI): Mehari Tekeste, Associate Professor, Agricultural and Biosystems Engineering, Iowa State University, 2331 Elings Hall, Ames, Iowa, 50011.; 515-686-7102; mtekeste@iastate.edu ; and **CO-PI: Mark Hanna**, Retired Professor, Agricultural and Biosystems Engineering, Iowa State University

I. Brief Project Justification and Rationale:

ISU investigated the impacts of pipeline construction activities on soil and corn-soybean yield from Dakota Access, LLC (DAPL) project, where a 30-inches diameter pipe was installed over 1,886 km (1172 miles) to transfer crude oil in the USA from North Dakota to Illinois. At the ISU experimental study site along the DAPL with a dominant soil series of Clarion loam, the pipe was buried at 1.2 m deep from the top soil surface after earth machinery work, consisting of topsoil (20-inches) removal and separation of the subsoil from topsoil. Heavy-axle load machinery operation in the Right-of-Way (ROW) on wet soil conditions (21.5% dry basis) resulted in a mean soil bulk density of 1.67 Mg/m³ (at 96% of Proctor compaction density) in year-one after pipeline installation. After subsoil tillage to remediate the excessive soil compaction induced from the machinery trafficking during construction, the magnitude of soil compaction exceeded root-limiting soil compaction (2.0 MPa (290 pounds per square inch (PSI)) at the subsoil layer, as shown in Figure 1. Soybean-corn yield measured at the study site showed percent losses of soybean by 18% (year-one; 2017) and 22% (year-three; 2019); and percent losses of corn by 11% (year two; 2018) and 19% (year four; 2020). Detailed results on soil and crop data from the pipeline study at ISU are available in our published articles (Tekeste et al., 2019 & 2020, Ebrahim et al., 2022). Based on our six-year study on soybean-corn rotation farms impacted by the DAPL pipeline construction activities and our previous study on soil compaction from agricultural machinery, measurement of the soil wetness in relationship to the equipment size and soil types and limiting heavy-machinery traffic intensity at low soil bearing capacity is very important. Working on wet soil conditions and soil mixing were identified as the major factors affecting the soil health properties during construction. From the DAPL project along the 347 miles pipeline installed in Iowa, approximately 57 tons per mile of topsoil was removed and backfilled to the ROW. With the new proposed total pipeline mileage of 1580 miles from Summit Carbon Solutions and Navigator CO₂ in Iowa, approximately *ninety thousand tonnages* of topsoil could be removed.

Future construction utility activities, including pipeline, solar and wind projects, on high-productive soils in the Corn-Soybean belt of the USA farms should have methods to quantitatively determine the degree of soil wetness that field technicians or inspectors could use for limiting or delaying heavy-machinery traffic. The IUB code chapter-9 6.8 does not address the wet soil working conditions, a crucial management strategy to minimize excessive soil compaction. Due to the limited scientific study on the relationship between soil wetness of agricultural soils impacted by construction utilities activities and its impacts on restoring the farmlands along the pipeline lanes to normal food production, further research is needed to determine the field methods for measuring wet soil conditions, and define its relationship to soil

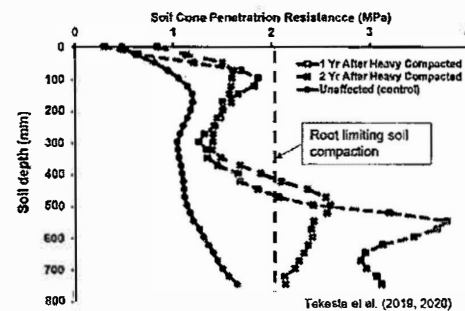


Figure-1 Soil penetration resistance after deep tillage (500-800 mm) applied in 2016

bearing capacity. The study's outcome will benefit state regulator institutions and constructors working on agricultural farms with heavy machinery for construction utilities installation for generating decision support to reduce excessive soil compaction.

II. Brief Description of Proposed Research:

The proposed study will investigate the methods to determine field soil wetness and establish a relationship between in-situ soil water, precipitation from real-time data, and degree of soil bearing capacity for minimizing heavy-load induced rutting. Soil samples will be collected from the previous DAPL impacted soils and four other locations with different drainage classes on sites where new construction activities will be carried out.

Specifically, the objectives of the study are;

- (1) Determine in-situ (field) soil moisture and wetness at various soil consistency from field sampled soils at top and subsoil layers. Measurement of soil cone penetrometer will be done at the sampling sites to document the in-situ degree of soil compaction before construction activities.
- (2) Measure soil testing on mechanical and physical properties according to ASTM and ASABE standards for establishing the degree of soil consistency (plastic limit and liquid limit) and proctor density levels.
- (3) Mathematically estimate the rainfall event that creates soil wetness and weak soil bearing capacity for excessive rutting, and estimate the number of days allowing the soil to regain its loading bearing support with less soil rutting.

Statement of Communication and Outreach Strategies

The findings from this research will be published in scientific reporting and presented at organized extension meetings and professional conferences. The outcome of the results will assist inspection of construction utilities activities on wet soil conditions, and later after feedback from field technicians, the findings can be incorporated to state regulations in minimizing soil compaction (for example IUB Code on Chapter-9 6.8).

III. Proposed budget:

The budget for professional & scientific (faculty, technician and students) (salary & fringe benefits) materials and supplies, soil analysis services and travel is estimated \$51,098.

IV. Proposed Project Period:

- a. Meeting for Reviewing Project Deliverables (Sept-9, 2022)
- b. Field Soil Sampling (Oct-15, 2022)
- c. Soil testing (Jan-30, 2022)
- d. Data analysis (rainfall, soil properties, and mathematical modeling) (April-15, 2023)
- e. Reporting (June 15, 2023)

Tuesday, March 28, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Stevenson, Talsma, and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Stevenson to open a Public Hearing 3rd Reading for Brent Vandewall with Firm Foundation Inc. requesting a rezone for Parcel #13.23.102.001, from Agricultural to Rural Residential RR1.

YEA: STEVENSON, TALSMAS, CUPPLES

Neighbors spoke out again as to why they felt the property should not be rezoned. The current owner, Brent Vandewall, home builder, and other contractors expressed their concerns as to why it should be rezoned.

Motion by Stevenson, seconded by Cupples to close the Public Hearing 3rd Reading for Brent Vandewall with Firm Foundation Inc. requesting a rezone for Parcel #13.23.102.001, from Agricultural to Rural Residential RR1.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Stevenson, seconded by Cupples to approve the rezone for Brent Vandewall with Firm Foundations Inc. Parcel #13.23.102.001 from Agriculture to Rural Residential RR1.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Stevenson, seconded by Cupples to open a Public Hearing for a Control Burn Ordinance.

YEA: STEVENSON, TALSMAS, CUPPLES

Assistant Attorney, Nick Pietrack spoke out on why we needed to have a control burn Ordinance in place.

Motion by Cupples, seconded by Stevenson to close the Public Hearing for a Control Burn Ordinance.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Stevenson, seconded by Cupples to waive the 2nd and 3rd readings on the Control Burn Ordinance.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Control Burn Ordinance #73 effective July 1, 2023.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to open a Public Hearing to remove Ordinance #65 to regulate the operation of All-Terrain and Off-Road Utility vehicles in Jasper County.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to close the Public Hearing to remove Ordinance #65.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Stevenson, seconded by Cupples to waive the 2nd and 3rd readings on Ordinance #65.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to remove Ordinance #65 that regulates the operation of All-Terrain and Off-Road Utility vehicles in Jasper County.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-24 approving and authorizing execution of a First Amendment to the Agreement for Private Development by and among Jasper County, Iowa, the City of Newton, Iowa, and Christensen Development 1, LLC.

YEA: STEVENSON, TALSMA, CUPPLES

A complete copy of the Resolution is on file in the Office of the Jasper County Auditor.

Motion by Cupples, seconded by Stevenson to approve the First Amendment to Agreement for Private Development by and among the City of Newton, Iowa and Christensen Development 1, LLC and Jasper County, Iowa.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to table quotes for the garage doors in the ambulance bay at the Iowa Speedway.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve IA 146 grade and pave project detour Agreement with Jasper County.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve an Escrow Extension Agreement for Solar Panels pending County Attorney's review and approval.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve eligible applicants certified by Jasper County Civil Service Commission.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples for approve claims paid through 3/28/2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve Board of Supervisor's minutes for March 21, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to appoint Steve Hodnett as Weed Commissioner with compensation at \$1,500.00 per year effective March 1, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to enter into a Close Session requested by Ryan Eaton in Accordance with Iowa Code Section 21.5(k) to discuss information contained in records in the custody of a governmental body that are confidential records pursuant to section 22.7, subsection 50.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to come out of Closed Session.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve additional network monitoring licenses.

YEA: STEVENSON, TALSMA, CUPPLES

A Work Session was held to discuss budgets.

Motion by Stevenson, seconded by Cupples to adjourn the Tuesday, March 28, 2023, meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, TALSMA, CUPPLES

Jenna Jennings, Auditor

Brandon Talsma, Chairman