LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Monday, September 23, 2019
10 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

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

Minutes
Discuss and decide on meeting minutes.


Presentation on the Tower Terrace Road Corridor Management Plan Update.

Discuss a retroactive Temporary Use Permit, Case JTU19-0010, request by Karl Haible, owner, and West Linn Community Group c/o Ainsley Snyder, petitioner, for the Palo Mud Run event on September 21, 2019, at 812 Iowa Ave.

Discuss proposal from Ceridian for the acquisition of a payroll, timekeeping and human resources system, as recommended by RSM.

Discuss a Resolution Supporting the Home Base Iowa Community Initiative.

Authorize Chair to sign Amendment #1 to Natural Resources Conservation Service (NRCS) Grant Agreement NR186114XXXXC012, updating the Recipient Signatory Official contact information and moving funds from the Equipment category to Personnel category.

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

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

Claims
Discuss and decide on claims.

Correspondence

Appointments

Closed Session
The Board will enter into closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).
Adjournment

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

PROCLAMATION

NATIONAL VOTER REGISTRATION DAY

SEPTEMBER 24, 2019

WHEREAS, registering to vote empowers eligible citizens to exercise their right to vote on Election Day; and

WHEREAS, this year is the centennial celebration of women gaining the right to vote through the passage of the 19th Amendment to the U.S. Constitution; and

WHEREAS, one of the leaders of the women's suffrage movement was Iowan Carrie Chapman Catt; and

WHEREAS, Iowa is one of the nation's leaders in voter registration and voter participation, with more than two-million residents currently registered to vote, making up 90 percent of the eligible population; and

WHEREAS, 17-year-olds are now eligible to register to vote, allowing participation in Iowa's primary elections; and

WHEREAS, eligible Iowans may pre-register to vote via many methods, including online voter registration; printing a paper registration form via a county or state website; using applications available through government agencies across the state or through voter registration drives conducted by civic organizations, political parties, and candidates' campaigns; and

WHEREAS, the State of Iowa's online voter registration system enables citizens who have an Iowa Driver’s License or Non-Operator ID to register to vote and update their registration status quickly and easily, any time of day; and

WHEREAS, we encourage all interested citizens and all appropriate media outlets and civic organizations to participate in this non-partisan voter registration awareness campaign to encourage the maximum participation of qualified voters in Iowa.

NOW, THEREFORE, the Linn County Board of Supervisors does hereby proclaim the month of September 2019 as National Voter Registration Month and Tuesday, September 24, 2019, as National Voter Registration Day.

Linn County Board of Supervisors

Chairperson
**Planning & Development**  
Linn County, Iowa

**Zoning Division**

**Temporary Use Application**  
Page 1 of 2

<table>
<thead>
<tr>
<th>Owner Information:</th>
<th>Applicant Information:</th>
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<tbody>
<tr>
<td>Owner</td>
<td>Applicant</td>
</tr>
<tr>
<td>Karl Haberl/Kristen</td>
<td>West Linn Comm. Group</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>812 Iowa Ave</td>
<td>P.O. Box 3C</td>
</tr>
<tr>
<td>PALO, IA 52324</td>
<td>PALO, IOWA 52324</td>
</tr>
<tr>
<td>Phone</td>
<td>Phone</td>
</tr>
<tr>
<td>(319) 899-4239</td>
<td>319-531-775-2420</td>
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<tr>
<th>Surveying Co:</th>
<th>Engineer:</th>
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<tbody>
<tr>
<td></td>
<td><a href="mailto:Kristensumz21@gmail.com">Kristensumz21@gmail.com</a></td>
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<thead>
<tr>
<th>Property Information:</th>
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<tbody>
<tr>
<td>Property Address</td>
</tr>
<tr>
<td>812 Iowa Ave. PALO</td>
</tr>
<tr>
<td>or Address Range (block)</td>
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<tr>
<th>GPN(s)</th>
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<tr>
<td>NMUS4/CWR4</td>
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<table>
<thead>
<tr>
<th>Rural Land Use Map Designation</th>
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<tbody>
<tr>
<td>AB</td>
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<table>
<thead>
<tr>
<th>Current Zoning</th>
<th>Total Acres</th>
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<tr>
<td>AB</td>
<td>22</td>
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**Submittal Requirements:**  
Application, Fee, Minor Site Plan Drawing  
Proof of Insurance (if applicable)

The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Linn County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the office of Linn County Planning and Development to conduct a site visit and photograph the subject property.

This development is subject to and shall be required, as a condition of final development approval, to comply with all Unified Development Code policies, requirements, and standards that are in effect at the time of final development approval.

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<tr>
<th>Owner</th>
<th>Applicant</th>
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<td>[Signature]</td>
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<tr>
<th>Date</th>
<th>Date</th>
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<tbody>
<tr>
<td>9-16-19</td>
<td>9-20-19</td>
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<thead>
<tr>
<th>Case #</th>
<th>Receipt#</th>
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<tbody>
<tr>
<td>JTU14-0010</td>
<td>37675</td>
</tr>
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<tr>
<th>Date Received</th>
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<tr>
<td>SEP 18 2019</td>
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</table>
The following information shall be provided with the application:

Is the property located within a Flood Plain? [ ] YES [ ] NO

Is the Proposed Use within the Flood Plain area? [ ] YES [ ] NO

Temporary use period:
Beginning ________________

Ending ________________

Description of Proposed Use:

Mud Run - Gates open 11am
Race at 1pm
Beer Tent - SAME

Days & Hours of Operation

SAT 9-21-19 11am-8pm

Will a building or structure be used and what type?

[ ] NO

Will there be a sign? Per Article V, section 107-94 (j) include dimension details and content.

[ ] Race pits
[ ] Pushing around
[ ] Reality signs on city prop.

Have you contacted the Building Division for review of applicable building code requirements?

[ ] YES [ ] NO

Restroom Facilities:

[ ] Currently provided on site.
[ ] Portable will be brought to the site.
[ ] None available.

Estimated increase in vehicle trips per day ________________

500-1000

Type of vehicles using facility ________________

Private vehicles

Does the property have access from a state highway? [ ] YES [ ] NO

(If yes, review with Iowa Department of Transportation at (319) 365-3558.

Number of parking spaces provided ________________

2000

The following documents shall be attached:

- Proof of Insurance
- Minor Site Plan - SAME AS ON FILE

www.linncounty.org/planning
RESOLUTION NO. 2019-9-

A RESOLUTION SUPPORTING THE HOME BASE IOWA COMMUNITY INITIATIVE

WHEREAS, Home Base Iowa is a public-private veterans program focused on connecting Iowa businesses and communities with skilled veterans and transitioning service members searching for career opportunities; and,

WHEREAS, Home Base Iowa partners include communities interested in attracting and retaining veterans and their families, and businesses committed to hiring veterans; and,

WHEREAS, the Home Base Iowa Communities initiative designates communities as centers of opportunity for military veterans and highlights Iowa’s statewide commitment to welcoming and employing veterans; and,

WHEREAS, the City of Cedar Rapids, the City of Hiawatha, and the City of Marion are seeking Home Base Iowa designation for themselves and all of Linn County; and,

WHEREAS, a Board of Supervisors Resolution of Support is a requirement to receive a Home Base Iowa Community designation.

BE IT THEREFORE RESOLVED the Linn County Board of Supervisors hereby proclaims its support for the Home Base Iowa Community initiative and encourages Linn County residents to take actions in support of Linn County’s designation as a Home Base Iowa Community.

BE IT FURTHER RESOLVED the Linn County Board of Supervisors encourages Linn County businesses to demonstrate support for the Home Base Iowa program by providing opportunities for veterans and transitioning service members.

PASSED AND APPROVED this day of September 2019.

LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker
Chair

Ben Rogers
Vice Chair

Brent Oleson
Supervisor

ATTEST:

Joel Miller
Linn County Auditor
NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number: NR186114XXXXC012
2. Amendment Number: 0001
3. Award /Project Period: 08/06/2018 - 08/01/2023
4. Type of award instrument: Cooperative Agreement

5. Agency (Name and Address):
   Natural Resources Conservation Service
   210 Walnut Street, Room 693
   Des Moines, IA 50309

6. Recipient Organization (Name and Address):
   LINN COUNTY OF
   JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
   CEDAR RAPIDS IA 52404-2100
   DUNS: 073501108

7. NRCS Program Contact:
   Name: Shawn Dettmann
   Phone: (515) 323-2210
   Email: shawn.dettmann@ia.usda.gov

8. NRCS Administrative Contact:
   Name: KRISTEE HALL
   Phone: (817) 509-3757
   Email: Kristee.Hall@ftw.usda.gov

9. Recipient Program Contact:
   Name: JONATHAN GALLAGHER
   Phone: (319) 377-5960
   Email: jon.gallagher@linncounty.org

10. Recipient Administrative Contact:
    Name: Karen Heiderscheit
    Phone: (319) 892-5114
    Email: karen.heiderscheit@linncounty.org

11. CFDA
    10.902, 10.912, 10.924

12. Authority
    7 CFR 12
    16 U.S.C. 2004
    16 U.S.C. 3801 et seq
    7 U.S.C. 1010a
    16 U.S.C. 590a-590f, 590q
    16 U.S.C. 3839aa - 3839aa-8
    16 U.S.C. 3841
    16 U.S.C. 3839aa - 3839aa-9
    7 CFR 1466
    16 U.S.C. 3839bb
    16 USC 3838d-3838g
    Pub. L. 110-246. Section 2101
    Title XII, subtitle D, chapter 2, subch B of the Food Security Act of 1985
    16 U.S.C. 3830

13. Type of Action
    Amendment/Revision

14. Program Director:
    Name: JONATHAN GALLAGHER
    Phone: (319) 377-5960
    Email: jon.gallagher@linncounty.org

15. Project Title/Description: To work with landowners on conservation planning, build Iowa Nutrient Reduction Strategy awareness, and adopt soil health practices.

16. Entity Type: B = County Government

17. Select Funding Type

<table>
<thead>
<tr>
<th>Select funding type:</th>
<th>Federal</th>
<th>Non-Federal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original funds total</td>
<td>$306,500.00</td>
<td>$299,000.00</td>
</tr>
<tr>
<td>Additional funds total</td>
<td>$0.00</td>
<td>$0</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------</td>
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</tr>
<tr>
<td>Grand total</td>
<td>$306,500.00</td>
<td>$299,000.00</td>
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### 18. Approved Budget

<table>
<thead>
<tr>
<th>Personnel</th>
<th>$131,000.00</th>
<th>Fringe Benefits</th>
<th>$100,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel</td>
<td>$4,000.00</td>
<td>Equipment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$2,500.00</td>
<td>Contractual</td>
<td>$37,000.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$0.00</td>
<td>Other</td>
<td>$2,000.00</td>
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<tr>
<td><strong>Total Direct Cost</strong></td>
<td><strong>$306,500.00</strong></td>
<td><strong>Total Indirect Cost</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

| Total Non-Federal Funds | $299,000.00 |
| Total Federal Funds Awarded | $306,500.00 |
| Total Approved Budget   | $605,500.00 |

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

<table>
<thead>
<tr>
<th>Name and Title of Authorized Government Representative</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
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| Name and Title of Authorized Recipient Representative | Signature | Date |
Nondiscrimination Statement

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Privacy Act Statement

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).
Statement of Work

Please note that any narrative below should be considered in addition to the original Statement of Work, as well as any prior amendments.

Purpose

The purpose of Amendment No. 01 is to update the Recipient Signatory Official Contact information and move funds from the Equipment Category to Personnel Category.

Designate the following as Signatory Official:
Name: Stacey Walker
Title: Linn County Supervisor
Address: Public Service Center
         935 2nd Street SW
         Cedar Rapids, IA 52404
Phone: 319-892-5000
E-mail: Stacey.Walker@linncounty.org

Objectives

To work with landowners on conservation planning, build Iowa Nutrient Reduction Strategy awareness, and adopt soil health practices.

Budget Narrative

Total Estimated Project Budget: $605,500.00
Total Federal Project Budget: $306,500.00
Total Non-Federal Budget: $299,000.00

Federal Budget Breakdown:

Personnel: $131,000.00
Fringe Benefits: $100,000.00
Travel: $4,000.00
Equipment: $0.00
Supplies: $2,500.00
Contractual: $67,000.00
Other: $2,000.00
Indirect: $0.00

Non-Federal Breakdown:

Personnel: $95,000.00
Fringe Benefits: $0.00
Travel: $5,000.00
Equipment: $0.00
Supplies: $0.00
Contractual: $109,000.00
Other: $0.00
Indirect: $90,000.00

Breakdown of the requested Federal Budget:

The requested NRCS funds will be used to support the Soil Health Coordinator for 5 years to increase practice adoption through outreach and conservation planning.
Personnel: $131,000.00
Budget Year 1 Year 2 Year 3 Year 4 Year 5 NRCS
Item 18/19 19/20 20/21 21/22 22/23
Personnel (1 full-time Coordinator) $42,000 $44,000 $44,000 $44,000 $44,000 $42,000
Fringe Benefit: $100,000.00
Budget Year 1 Year 2 Year 3 Year 4 Year 5
Item 18/19 19/20 20/21 21/22 22/23
$20,000 $20,000 $20,000 $20,000 $20,000
Travel: $4,000.00
Budget Year 1 Year 2 Year 3 Year 4 Year 5
Item 18/19 19/20 20/21 21/22 22/23
$800 $800 $800 $800 $800
Supplies: $2,500.00
Budget Year 1 Year 2 Year 3 Year 4 Year 5
Item 18/19 19/20 20/21 21/22 22/23
$500 $500 $500 $500 $500
Contractual: $12,000
Budget Year 1 Year 2 Year 3 Year 4 Year 5
Item 18/19 19/20 20/21 21/22 22/23
OM analysis $5,000 $5,000 $0 $0 $10,000
WQ testing $4,800 $4,800 $4,800 $4,800 $4,800
Surveys $5,000 $0 $0 $0 $5,000
Soil Health Wkshp $3,000 $3,000 $3,000 $0 $0
Outreach Events $0 $2,000 $0 $2,000 $0
Total $17,800 14,800 $7,800 $6,800 $19,800
Other: $8,890
Budget Year 1 Year 2 Year 3 Year 4 Year 5
Item 18/19 19/20 20/21 21/22 22/23
(Training fees, registrations, memberships) $400 $400 $400 $400 $400
Indirect: $0.00

Breakdown of non-Federal Budget
Matching funds will support coordinator expenses, training, outreach events, and water monitoring. The Indian Creek Watershed Management Authority (ICWMA) is committing $89,000 in cash match to support the coordinator expenses and food for outreach events. Additionally, ICWMA is pledging $90,000 in-kind match and the ICWMA members and partners are pledging $25,000 in-kind match to support coordinator training, outreach activities, and partnership building. Coe College pledges $95,000 in water monitoring support over the five years, which is the summation of their annual budget provided by the City of Cedar Rapids to collect & analyze water samples in the Indian Creek Watershed.

Except as amended, all other terms and conditions of said agreement are unchanged and in full effect.

Responsibility of the Parties

Refer to original SOW

Expected Accomplishments and Deliverables

Refer to original SOW

Resources Required

Refer to original SOW
Milestone

Refer to original SOW
GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.


b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons" (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (3) 2 CFR Part 418, "New Restrictions on Lobbying" (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project b. Costs incurred after the expiration of the award including any no-cost extensions of time c. Costs that lie outside the scope of the approved project and any amendments thereto d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S. C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project purpose or deliverables 3. A description of the revised purpose or deliverables 4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee's options include— i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project. ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director. iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known: i. The forms and certifications included in the application package ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal) iii. An updated qualifications statement for the project director showing his or her new organizational affiliation iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization.

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.
d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following: The length of additional time required to complete the project and a justification for the extension. A summary of progress to date. An estimate of funds expected to remain unobligated on the scheduled expiration date. A projected timetable to complete the portions of the project for which the extension is being requested. Signature of the grantee and the project director. A status of cost sharing to date (if applicable).

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted. V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee’s contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th). b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information. c. At a minimum, the signed accrual statement should include, “Under agreement number ___, at the close of the quarter ending ___ we have provided or anticipate providing goods or services that we have not requested payment for in the amount of $_____. “ Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

Quarterly Schedule Report Due Date October 1 to December 31 January 31 to March 31 April 30 April 1 to June 30 July 1 to September 30 October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING
a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover—1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends $750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

• "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

• "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."
e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—1. Immediately notify the NRCS administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties
will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.