



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

September 1, 2026

9:30 a.m.

www.jasperia.org

Live Stream: <https://vimeo.com/event/6132273?fl=so&fe=fs>

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

Pledge of Allegiance

Item 1 Public Hearing 2nd Reading – Engineer – Mike Frietsch

- a) Vacation of the North South Alley Parallel and East of Main Street between Rippey Avenue and North Street in Ira, Iowa

Item 2 Buildings and Grounds – Adam Sparks

- a) Trane Service Agreement for the Administration Building

Item 3 Emergency Management – Jamey Robinson

- a) Subaward Agreement between Iowa Department of Homeland Security and Emergency Management & Jasper County, Iowa for the 2028 Jasper County Hazard Mitigation Plan

Item 4 Auditor – Jenna Jennings

- a) Revised Resolution Approving House File 2490 Open Records and Open Meeting Laws
(Replacing Resolution 26-46)

Item 5 Approval for Jasper County, Iowa, to Quit-Claim a parcel of land in Jasper County, Iowa, (Parcel #16.03.100.005) to the Iowa Natural Heritage Foundation described as:

West 60 Feet of Government Lot 5 of Section Three Township Seventy-eight North, Range 21 West of the 5th P.M., Jasper County, Iowa

Item 6 Approval of Board of Supervisors Minutes for August 25, 2026

Item 7 Board Appointments

PUBLIC INPUT & COMMENTS



SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
1400 SE 19th Street
Suite 100
Grimes, IA 50111

Trane Representative

Travis Harris
Cell: (515) 360-7214
Office: (515) 270-0004
tharris@trane.com

Proposal ID

8699539

Company Name

Jasper County Courthouse
PO Box 944
Newton, IA 50208

Site Address:

Jasper County Administration Bldg
315 W 3rd Street N
Newton, IA 50208

Site Contact:

Adam Sparks
asparks@jasperia.org
641-521-8844

May 5, 2026



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters.

- 100+ years of system and equipment experience
- 40+ years in building automation systems (BAS)
- 20+ years in energy services



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane helps protect and enhance full system functionality by supporting the maintenance of components to OEM standards, as well as tailoring the system to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running reliably and help prevent unplanned downtime.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Helps identify conditions indicating sub-optimal HVAC system performance before issues become critical.

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and help avoid equipment failures



REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires***

owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the

EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



All Trane technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Helps stay in compliance with state and federal regulations
- Helps provide acceptable and comprehensive documentation to authorities during audits
- Helps maintain company environmental standards and provides data for managing any reporting needs
- Helps detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
 - a. Trane technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
 - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



SCOPE OF SERVICES SUMMARY

SERVICES INCLUDED	LABOR AND MATERIALS FOR COVERED EQUIPMENT		
x	Scheduled Maintenance Labor		
x	Scheduled Maintenance Parts and Materials		
	Repair Labor: Repairs will be performed on covered equipment during Trane regular business hours		
	Repair Parts and Materials		
	Overtime Repair Labor for Emergency Failures (outside Trane regular business hours)		
	Refrigerant Replacement % of Charge per unit per year		
x	Refrigerant Usage Reporting		
	Other		
STANDARD INCLUSIONS			
x	On-site Scheduled Maintenance		
x	Refrigerant Management		
	Laboratory Analysis		
x	Proposed Schedule of Services		
OPTIONS SELECTED			
	BAS Maintenance Standard		
	BAS Maintenance Options		
	Active Monitoring		
	Remote Support		
	Cooling Contingency Planning		
	Multi-site Management: Tracer Ensemble Cloud		
	Work Order Management: Tracer Ensemble		
	Reports & Dashboards: Tracer Ensemble		
	Eddy Current Testing		
	Critical Systems Audit		
	Trane Scheduled VRF Maintenance		
	IAQ Assessment		
	Warranty Period		
SERVICES INCLUDED	COOLING SEASONAL SERVICE	SERVICES INCLUDED	HEATING SEASONAL SERVICE
	Seasonal Start-up		Seasonal Start-up
x	Operating Inspections Qty 1		Operating Inspections Qty
	System Shutdown		System Shutdown
	Annual Seasonal Maintenance	x	Annual Seasonal Maintenance



SPECIFICALLY EXCLUDED ITEMS UNDER THIS AGREEMENT

- Trane or factory recommended asset refurbishment services required to keep equipment in good operating condition or extend useful life are not included in this agreement. These milestone services may include but are not limited to overhauls, R'Newal, rebuilds, motor refurbishment, eddy current scans, epoxy coatings, etc. Trane does not cover motors 20 year or older (unless refurbished by Trane), or repairs associated with deferred maintenance.
- Repairs due to corrosion or erosion of equipment or components are not covered. This includes tube pitting or erosion, coil oxidation, rust, deterioration of gaskets or insulation, broken or cracked tower fill, etc.
- Repair of non-maintainable items (i.e. piping, valves, insulation, ductwork, sheet metal) is not covered by this agreement. Grinding, welding, patching, sealing, or coating of components is non-standard and excluded from scope or coverage. This includes refrigerant piping, fittings, and valves.
- Power-wiring external to the unit, interconnecting wiring, disconnect switches, circuit breakers, external starters or drives are not covered by this agreement, unless coverage is specifically included.
- Crane or special rigging required for repairs or services are not included. This would include installation and removal of steel rigging structures and scaffolding.
- Trane shall not cover repairs resulting from acts of God, natural disasters, storms, rain or moisture intrusion, power disruption including lightning storms, vandalism, misuse or misapplication or improper operation of equipment.
- Repair or replacement of equipment that is obsolete or has reached or surpassed its useful life expectancy is excluded. This includes parts or components that are discontinued or not readily available by the OEM or phased out refrigerant.
- Routine operator functions such as scheduling, starting, and stopping systems or equipment are not part of this agreement.
- Trane shall not be responsible for repairs completed by 3rd parties.
- Water treatment of any kind is not included. Any repairs deemed necessary due to lack of water treatment are not included, unless specifically included in the scope of the agreement.
- Equipment or alterations that might be necessary to safely access and/or repair or replace equipment is not included in the scope of agreement.
- Cost of rental equipment or temporary conditioning of space is not covered in this agreement.
- Coil cleaning and filter changes are not covered under this agreement.



HVAC EQUIPMENT COVERAGE

Jasper County Courthouse

The following "Covered Equipment" will be serviced at Jasper County Courthouses:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System	1	Mitsubishi	TRUYA0421KA70	11U002747H1E30	Outdoor Unit
Split System	1	Mitsubishi	TQRYP1923AL41AN	17W000117GF4FC	Indoor Unit – Sys 1
Split System	1	Mitsubishi	TQRYP1923AL41AN	17W000127GF4FC	Indoor Unit – Sys 2
TOAU Unit	1	Trane	OAD012C1-DAB	OA319073-1-1	DOAU-A-1
Heat Loop Pump	2	B&G	NA	NA	NA
Boiler Pump	1	B&G	NA	NA	NA
Boiler	1	Aspen Aire	APX625C	APX625CNF-5L00	65793802

Description

Annual Maintenance Inspection
Operating Inspection

Quantity Per Term

1
1

SCOPE OF WORK

TOAU UNIT ANNUAL INSPECTION:

- Check condenser fan blades.
- Check operation of condenser fan motors.
- Check crank case heaters.
- Inspect coils for cleanliness and advise customer if cleaning is needed.
- Check condensate pan and traps for cleanliness.
- Inspect air filters. Advise customer if replacement is needed.
- Log operation of heating / cooling / dehumidification.
- Leak check accessible refrigerant circuit if log indicates low charge.
- Note any issues or diagnostics.
- Check wiring connections in the electrical panel

TOAU UNIT OPERATING INSPECTION:

- Check condenser fan blades.
- Check operation of condenser fan motors.
- Check crank case heaters.
- Inspect coils for cleanliness and advise customer if cleaning is needed.
- Check condensate pan and traps for cleanliness.
- Inspect air filters. Advise customer if replacement is needed.
- Leak check accessible refrigerant circuit if log indicates low charge.
- Note any issues or diagnostics.

SPLIT SYSTEM ANNUAL INSPECTION:

- Visually inspect for issues.
- Check electrical connections at outdoor unit.
- Inspect outdoor unit fan and fan motor.
- Check operation of condensate pumps.
- Inspect coils for cleanliness and advise customer if cleaning is needed.
- Updated software as available.



- Log in heating operation and note any issues found.
 - Verify expansion valve, dirty filter, condensate switch, fan operation, communication with all devices on link, refrigerant charge issues.
- Make recommendations for any issues found.

SPLIT SYSTEM OPERATING INSPECTION:

- Visually inspect for issues.
- Check electrical connections at outdoor unit.
- Inspect outdoor unit fan and fan motor.
- Check operation of condensate pumps.
- Inspect coils for cleanliness and advise customer if cleaning is needed.
- Log in cooling operation and note any issues found.
- Make recommendations for any issues found.

BOILER ANNUAL INSPECTION:

- Inspect interior and clean as needed.
- Clean condensate trap and fill with fresh water.
- Check for signs of leaks (water, gas, flue, condensate)
- Inspect accessible area of flue.
- Check system loop pressure and expansion tank.
- Check control settings
- Provide and install new ignitor and flame sensor.
- Check wiring connections
- Check heat exchanger temperature rise and indicate if cleaning is needed.
- Test flow switch operation.
- Test pressure relief.
- Run boiler and perform combustion and performance analysis.
- Make any recommendations as needed.

PUMP INSPECTION:

- Record amp draw.
- Inspect for leaking seals or any other deficiencies.



PRICING AND ACCEPTANCE

Jasper County Courthouse
PO Box 944
Newton, IA 50208

Jasper County Administration Bldg
315 W 3rd Street N
Newton, IA 50208

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$10,614.00	\$5,307.00	Semi-Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Tariffs

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Term

The Initial Term of this Service Agreement is 1 year, beginning **August 1, 2026**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **July 31, 2027**, this Agreement shall not renew until updated pricing has been provided to the customer, and the customer approves for moving forward with the renewal. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 1400 SE 19th, Suite 100, Grimes, IA 50111.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to



Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Travis Harris
_____ Printed Name	_____ Proposal Date: May 5, 2026
_____ Title	_____ Cell: (515) 360-7214
_____ Purchase Order	_____ Office: (515) 270-0004
_____ Acceptance Date	_____ Authorized Representative
	_____ Title
	_____ Signature Date

Attest: Jenna Jennings, County Auditor



TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services and Company Provided Telematics Connectivity. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms or Telematics Devices, both as defined in the Connected Services Terms. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt-out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop,



control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material, and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services, and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal, or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any



nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers' Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end-uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

21. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from



Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0326)
Supersedes 1-26.130-7 (0325)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
"Equipment" shall have the meaning set forth in the Agreement.
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake engineering analysis, failure analysis, warranty analysis, energy analysis, predictive analysis, service analysis, product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
"Services" shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data, Access to Customer Extranet and Third-Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror, or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices, or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third-Party Systems.** Trane will provide Customer prior notice before it uses any third-party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third-party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.



9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks. Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

March 2026
Supersedes November 2023v2

SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management

And

Jasper County

PROJECT TITLE: 2028 Jasper County Hazard Mitigation Plan

SUBAWARD AGREEMENT NO: HMGP-DR-4796-IA-0053

UEI NUMBER: MV5VUNRRVL77

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): 4796DRIAP00000185

FEDERAL AWARD DATE: 08/14/2026

PERFORMANCE PERIOD START DATE: 08/14/2026

PERFORMANCE PERIOD END DATE: 02/14/2028

FEDERAL FUNDS OBLIGATED AMOUNT: \$30,000.00

I. SCOPE OF WORK:

This Subaward Agreement (AGREEMENT) is to provide **Jasper County** (SUBRECIPIENT) with federal assistance from the Hazard Mitigation Grant Program. The total subaward is **\$40,000.00**.

Project Costs – The federal share shall not exceed **\$30,000.00** or **(75%)** of actual allowable subaward costs, whichever is less. The state share shall not exceed **\$4,000.00** or **(10%)** of the actual allowable subaward costs, whichever is less. The SUBRECIPIENT shall provide at least **\$6,000.00** or **(15%)** through local non-federal (cash and/or in-kind) sources for actual allowable subaward costs.

These funds are to assist the SUBRECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and budget that were submitted to and approved by Iowa Department of Homeland Security and Emergency Management (HSEM) and the Federal Emergency Management Agency (FEMA). Any modifications to the approved scope and/or budget must be submitted to and approved by HSEM prior to executing the changes. This includes all change orders. The SUBRECIPIENT is required to obtain all necessary permits before any construction begins.

EHP Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient (to include the SUBRECIPIENT) to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

II. AGREEMENTS

HSEM will provide financial oversight and management in the role of recipient/pass-through entity based on the grant guidance in 2 CFR, Part 200, Subpart D, Section 200.331, the grant financial guide and other state and federal guidelines. HSEM will provide technical assistance and direction to the SUBRECIPIENT on programmatic and financial requirements. HSEM will provide all appropriate documents and forms and make payments to the SUBRECIPIENT to complete the approved scope of work.

HSEM is responsible for monitoring the SUBRECIPIENT's activities to provide reasonable assurance that the SUBRECIPIENT administers this subaward in compliance with federal and HSEM requirements. Responsibilities include reviewing the SUBRECIPIENT's records that support receipts and expenditures, financial records are maintained and adequate for audit, proper cash management, and expenditures are eligible and allowable. A pre-award risk assessment is completed for each subrecipient to assist HSEM in determining the minimum level of monitoring that will be needed throughout the life of this subaward in accordance with 2 CFR, Part 200, Section 200.206.

Additionally, the SUBRECIPIENT will be monitored periodically by HSEM to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, and administrative records relative to each program, and will identify areas where technical assistance and other support may be needed.

The SUBRECIPIENT will allow HSEM and auditors to access any necessary records and financial information as indicated in 2 CFR, Part 200, Subpart D, Section 200.336 and Section 200.337.

The SUBRECIPIENT will pass appropriate resolutions to assure HSEM that it is participating, and will continue to participate, in the National Flood Insurance Program, if mapped.

The SUBRECIPIENT must disclose in writing any potential conflicts of interest to HSEM in accordance with applicable FEMA policy and 2 CFR, Part 200, Subpart D, Section 200.112.

The SUBRECIPIENT must disclose in writing to HSEM all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal subaward. Failure to make required disclosures can result in any of the remedies described in 2 CFR, Part 200, Subpart D, Section 200.339, Remedies for noncompliance, including suspension or debarment. (See also 2 CFR, Part 180 and 31 U.S.C. 3321.)

The SUBRECIPIENT and the SUBRECIPIENT's authorized representative agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

III. PERIOD OF PERFORMANCE

The approved Period of Performance for this subaward is from **08/14/2026 through 02/14/2028**. All work must be completed prior to the end of the Period of Performance. HSEM will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

If a time extension is needed, one must be requested at least 90 days prior to the end of the Period of Performance. All requests must be supported by adequate justification submitted to HSEM in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; milestones that are unmet; and a description of performance measures necessary to complete the subaward. The Hazard Mitigation Time Extension Request Form will be made available to the SUBRECIPIENT. Without the justification, time extension requests will not be processed.

IV. AUTHORITIES AND REFERENCES

The SUBRECIPIENT shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- 2 CFR, Part 200 - http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq.
- Title 44 of the Code of Federal Regulations (CFR) - Part 80-Property Acquisition and Relocation for Open Space, if applicable
- Title 44 of the Code of Federal Regulations (CFR) - Part 9-Floodplain Management and Protection of Wetlands
- Title 44 of the Code of Federal Regulations (CFR)- Part 201- Mitigation Planning
- Title 44 of the Code of Federal Regulations (CFR)- Part 206-Federal Disaster Assistance
- Title 31 CFR 205.6 Funding Techniques
- Hazard Mitigation Assistance Program and Policy Guide, 2023
- SUBRECIPIENT's application that was received and approved by HSEM and FEMA
- Any other applicable Federal Statutes including the Transparency and Recovery Act

V. GRANT MANAGEMENT SYSTEM

To ensure federal funds are awarded and expended appropriately, the SUBRECIPIENT will establish and maintain a grant management system as outlined in 2 CFR, Part 200, Subpart D, Section 200.302 and internal controls in section 200.303. The standards for SUBRECIPIENT organizations stem from the Office of Management and Budget's (OMB) uniform administrative requirements and the cost principles in 2 CFR, Part 200, Subpart E. State, local and tribal organizations must follow the uniform administrative requirements standards in 2 CFR Part 200. These standards combined with the audit standards provided within 2 CFR, Part 200, Subpart F plus the requirements of the Generally Accepted Accounting Principles constitute the basis for all policies, processes and procedures set forth in this grant management system for the SUBRECIPIENT.

The SUBRECIPIENT's grant management system must include:

- internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant, program, or funding source
- procedures to minimize cash on hand in compliance with the Cash Management Improvement Act (CMIA) and good business processes
- the ability to track expenditures on a cash or accrual basis
- the ability to track expenditures in both financial and program budgets
- procedures to document all grant-related expenditures, broken down by budget line items
- procedures to ensure expenditures are eligible and allowable
- the ability to fulfill government-required financial reporting forms

VI. PROCUREMENT

This AGREEMENT requires that all procurement be executed by the SUBRECIPIENT within the guidelines of 2 CFR, Part 200 Subpart D, Section 200.318 through Section 200.326 including Appendix II. Procurement standards must be in accordance with the written adopted procedures of the SUBRECIPIENT, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in 2 CFR, Part 200. The SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest as outlined in 2 CFR, Part 200 Subpart D, Section 200.318. The SUBRECIPIENT will ensure that every purchase order or other contract includes clauses required by Federal statutes and executive orders and their implementing regulations. **The SUBRECIPIENT must submit copies of its own written procurement guidelines, written conflict of interest guidelines, bid documents and contract documents to HSEM prior to awarding or executing contracts. No contract will be accepted without HSEM's prior review.**

VII. AUDIT

The SUBRECIPIENT must comply with the requirements of the Single Audit Act Amendments of 1996 and 2 CFR, Part 200, Subpart F. Reference: Assistance Listing Number (ALN): 97.039, Hazard Mitigation Grant Program.

VIII. PAYMENT REQUEST PROCESS

The SUBRECIPIENT may submit a payment request up to 30 days prior to an anticipated expenditure or disbursement. The SUBRECIPIENT must be able to account for the receipt, obligation, and expenditure of funds. If interest is earned, the SUBRECIPIENT agrees to comply with the federal requirements from 2 CFR, Part 200, Subpart D, Section 200.305. The SUBRECIPIENT may keep interest earned on Federal grant funds up to \$500 per fiscal year. This maximum limit is not per subaward; it is inclusive of all interest earned as a result of all federal grant program funds received per year. Subrecipients are required to report all interest earned at least quarterly to HSEM. HSEM will provide instructions to the SUBRECIPIENT for the disposition of reported interest earned.

Payments to subrecipients are based on eligible expenditures that are specifically related to the approved subaward budget and scope of work. The SUBRECIPIENT has two options available to them when requesting payments from HSEM. Subrecipients can request **Reimbursement** for allowable expenditures already paid, or request an **Advance** for expenditures to be paid within 30 days.

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT must submit a completed Payment Request Form and provide supporting documentation of eligible subaward costs to receive payment of funds.

- **Reimbursement** requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.). HSEM reserves the right to request that the SUBRECIPIENT submit additional expenditure documentation upon request.
- **Advance** payment requests must include the detailed costs the SUBRECIPIENT is obligated to pay (i.e. invoices, accepted quotes, executed contracts, or other documents). Payment verification documents (same documents required for a Reimbursement request) for the advance must be submitted to HSEM within 30 days after the advance, and before future advances are made. If the SUBRECIPIENT is unable to demonstrate; the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by HSEM; a financial management system that meets the standards for fund control and accountability as established in 2 CFR, Part 200; or is considered a High Risk subrecipient; then reimbursement requests will be required.

No more than thirty (30) days should elapse between the date of receipt of a warrant and pay out of the funds by the SUBRECIPIENT. All supporting documentation must be submitted to HSEM immediately following the SUBRECIPIENT's pay out of the funds.

Required documents prior to payments from HSEM. Payment of funds will not be made to the SUBRECIPIENT until HSEM has on file the following documents:

- FEMA Award Notification (attached to this AGREEMENT)
- Pre-Award Risk Assessment (attached to this AGREEMENT)
- Signed Subaward Agreement
- Substitute W9/Vendor Update Form (if not already on file at HSEM)
- Chart of Accounts verifying that unique revenue and expenditure accounts, cost centers or account codes have been established within the SUBRECIPIENT's cash management/accounting system for each program included in this AGREEMENT.
- Procurement documents: written procurement and conflict of interest documents, method of procurement, bid specifications reviewed by HSEM, copy of approved and executed contracts between the SUBRECIPIENT and contractor.
- Signed certification from the SUBRECIPIENT's authorized representative for the payment request as outlined in 2 CFR, Part 200, Subpart D, Section 200.415.

Expenditures must be in accordance with the approved scope of work and budget and in accordance with 2 CFR, Part 200, Subpart D, Section 200.29, Section 200.306 and Section 200.434. The SUBRECIPIENT contributions must be verifiable from the SUBRECIPIENT's records, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Cash match can be money contributed to the SUBRECIPIENT by the SUBRECIPIENT, other public agencies and institutions, private organizations and individuals as long as it comes from a non-federal source. Cash spent must be for allowable subaward costs in accordance with the SUBRECIPIENT's approved scope of work and budget and must be applicable to the period to which the cost sharing or matching requirement applies. Documentation can be copies of the SUBRECIPIENT's checks to the third parties and a copy of the SUBRECIPIENT's general ledger for revenues and expenses clearly showing the federal and non-federal cash sources.

In-kind match must comply with the requirements of 2 CFR, Part 200, Subpart D, Section 200.306 entitled "Cost sharing or matching". The value of in-kind contributions is also applicable to the period to which the cost sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing the in-kind services. The in-kind match must be specifically stated in the SUBRECIPIENT's scope of work and budget before in-kind match will be allowed to match this subaward. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, dates of service/donation, record of donor, the value (rates of staffing, equipment usage, supplies, etc.) a statement to the effect that the value is normally charged, deposit slips for cash contributions and a statement that the value is being waived on behalf of the SUBRECIPIENT to meet the matching requirements to the SUBRECIPIENT's subaward. Such documentation must be kept on file by the SUBRECIPIENT.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this subaward.

The SUBRECIPIENT must maintain records and documentation showing how the value placed on third-party in-kind contributions is derived. Regulations are in 2 CFR, Part 200, Subpart D, sections 200.306 and 200.434.

IX. PROGRAM INCOME

Any program income generated must comply with 2 CFR, Part 200, Subpart D, Section 200.80 and Section 200.307. Program income must be deducted from the subaward's total allowable costs. All program income must be reported in the quarterly financial progress reports.

X. REPORTING REQUIREMENTS

Quarterly programmatic and financial reports are required on the progress relative to the approved scope of work as outlined in 2 CFR, Part 200, Subpart D, Section 200.328. Subrecipients are required to complete the quarterly progress report forms that are provided by HSEM and submit them by the due dates stated by HSEM. **Due dates are January 15, April 15, July 15, and October 15. The first report is due following the end of the reporting period in which the subaward was awarded by FEMA. The reporting periods are January-March, April-June, July-September, and October-December.**

XI. CLOSE OUT

The SUBRECIPIENT must prepare and submit by the end of the Period of Performance, and/or within 60 days of the completion of the approved scope of work, whichever comes first, all required financial, performance and other reports as outlined in 2 CFR, Part 200 Subpart D, Section 200.344 and Section 200.345. The SUBRECIPIENT must liquidate all obligations incurred under the subaward by the end of the Period of Performance. The SUBRECIPIENT must dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer being used for subaward-related activities. All accounts must be settled, including reimbursements for any remaining allowable costs and refunds to HSEM of any unobligated cash that was advanced.

XII. RECORD RETENTION

The SUBRECIPIENT must retain records pertinent to the Federal subaward for three years after the date of the final expenditure report is submitted as outlined in 2 CFR Part 200, Subpart D, section 200.334.

XIII. WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by HSEM and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, HSEM's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

XIV. AMENDMENTS AND MODIFICATIONS

This AGREEMENT may be amended or modified in reference to the subaward funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by HSEM and the SUBRECIPIENT.

XV. COMPLIANCE, TERMINATION AND OTHER REMEDIES

Unless otherwise stated in writing, HSEM requires strict compliance by the SUBRECIPIENT and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state and federal statute, rules, regulations; particularly those included in the Assurances in the Application which was submitted to FEMA by HSEM.

HSEM may suspend or terminate any obligation to provide funding or demand return of any unused funds, following notice from HSEM, if the SUBRECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said subaward. The SUBRECIPIENT is responsible for repayment of funds as a result of subsequent refunds, corrections, overpayments, or disallowed costs for ineligible expenditures.

The SUBRECIPIENT understands and agrees that HSEM may enforce the terms of this AGREEMENT by any combination or all remedies available to HSEM under this AGREEMENT, or under any other provision of law, common law, or equity.

XVI. INDEMNIFICATION

It is understood and agreed by HSEM and the SUBRECIPIENT and its agents that this AGREEMENT is solely for the benefit of the parties to this subaward and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

The SUBRECIPIENT, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless HSEM and the State of Iowa, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBRECIPIENT or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBRECIPIENT's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEM, the State of Iowa, or any of their authorized agents or employees.

The SUBRECIPIENT further agrees to defend HSEM, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBRECIPIENT is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBRECIPIENT's obligation to defend, or to pay attorney's fees for the defense of such claims

or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEM, the State of Iowa, or any of their authorized agents or employees.

XVII. ACKNOWLEDGMENTS

The SUBRECIPIENT shall include, in any public or private release of information regarding the activities supported by this subaward, language that acknowledges the funding contribution by HSEM and FEMA.

XVIII. INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBRECIPIENT, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of HSEM or the State of Iowa. All references herein to the SUBRECIPIENT shall include its officers, employees, city council/board members, and agents. HSEM shall not withhold on behalf of any such officer, employee, city council/board member, or agent, or pay on behalf of any such person, any payroll taxes, insurance, or deductions of any kind from the funds paid to the SUBRECIPIENT for administrative purposes.

XIX. GOVERNING LAW, VENUE AND SEVERABILITY

The laws of Iowa shall govern this AGREEMENT and venue for any legal action hereunder shall be in the Polk County District Court of Iowa. If any provision under this AGREEMENT or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, said invalidity does not affect other provisions of this AGREEMENT which can be given effect without the invalid provision.

XX. NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals as required by applicable state and federal laws, rules, and regulations and shall maintain a record of such compliance.

XXI. RESPONSIBILITY FOR SUBAWARD

While HSEM undertakes to provide technical assistance to the SUBRECIPIENT and its authorized representative in the administration of the subaward, said subaward remains the sole responsibility of the SUBRECIPIENT in accomplishing subaward objectives and goals. HSEM undertakes no responsibility to the SUBRECIPIENT, or any third party, other than what is expressly set out in this AGREEMENT.

**XXII. NOTICES AND COMMUNICATIONS BETWEEN HSEM AND
SUBRECIPIENT**

All written notices and communications to the SUBRECIPIENT by HSEM shall be to:

**Jamey Robinson, Emergency Managmeent Coordinator
Jasper County
Courthouse
Newton, IA 50208**

Or the Alternate Point of Contact,

**Thad Nearmyer, Chairman, Board of Supervisors
Jasper County
Courthouse
Newton, IA 50208**

All written communications to HSEM by the SUBRECIPIENT and its authorized representative shall be to:

**Mathew Noble
Mitigation Bureau Chief
Iowa Department of Homeland Security and Emergency Management
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324**

ENTIRE SUBAWARD AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between HSEM and the SUBRECIPIENT with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either HSEM or the SUBRECIPIENT. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, HSEM and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

**Iowa Department of Homeland Security Jasper County:
and Emergency Management:**

Dennis Harper, Alternate GAR

Thad Nearmyer, Chairman, Board of Supervisors

Date

Date

Attest: Jenna Jennings, County Auditor

Date:

Signature of Authorized Representative (optional)

Date

Attachments: Exhibit A: FEMA Award Notification
Exhibit B: Scope of Work
Exhibit C: Pre-Award Risk Assessment

Exhibit A: FEMA Award Notification

FEMA Award Letter



U.S. Department of Homeland Security
FEMA Region 7
11224 Holmes Road
Kansas City, MO 64131

FEMA

August 14, 2026

John Benson
Director
Iowa Homeland Security and Emergency Management
Attn: Hazard Mitigation
7900 Hickman Road, Suite 500
Windsor Heights, Iowa 50324

Subject: FEMA-4796-DR-IA-0053
Hazard Mitigation Grant Program (HMGP) Approval - 7% Planning
Subrecipient: Jasper (County)
Project #: 53
2028 Jasper County Hazard Mitigation Plan

Director Benson:

The Federal Emergency Management Agency (FEMA) Region 7 has granted approval of your subapplication submitted on December 17, 2025, by Jasper County for the 2028 Jasper County Hazard Mitigation Plan project. FEMA will release funds to the state in the amount of \$30,000.00. The non-federal match requirement of \$10,000.00 will be provided through state and local funding.

The milestones included in the application indicate that the time to complete this subaward will be 18 months from the date of this letter. Any delays or extensions regarding this timeframe must be reported to FEMA. The period of performance for the grant ends on December 21, 2029. It is the responsibility of the recipient and subrecipient to ensure all approved activities associated with this subaward are completed by the end of the period of performance. Any costs incurred that were not identified as pre-award prior to the date of this approval or any costs incurred after the period of performance will be disallowed.

This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Quarterly progress reports for HMGP projects are required; please include this HMGP project in your future quarterly reports.

If you should have any questions concerning this action, please contact Brian Woltz, Hazard Mitigation Assistance Branch Chief, at (816) 808-3664 or Brian.Woltz@fema.dhs.gov.

Sincerely,

Laurie L. Bestgen, Director
Mitigation Division

Exhibit B: Scope of Work

Scope of Work from Application

Scope of Work: Description of the Solution & Mitigation Proposed:

Jasper County Multijurisdictional Hazard Mitigation Plan

Scope of Work

Contractor will be responsible for completing all tasks in this Scope of Work, with advice and guidance from the subapplicant.

1. Task 1: Organize Resources & Participants

Deliverables:

Signed subaward grant agreement;

Procurement documentation;

Signed contract with vendor

Community input on plan;

Planning process documentation

1.1. County will execute grant award agreement and procure contractual planning services. If Council of Government (COG) planning services are used, procurement is not required.

1.2. Conduct stakeholder analysis.

1.2.1. Ensure all eligible jurisdictions in the planning area have been invited to participate in the plan update, including, e.g., local governments, school districts, levee districts, drainage districts, public utilities (water, electricity, waste, etc.), universities, watershed management authorities, and other special districts.

1.2.2. Consider which stakeholders in the planning area may exist in the following categories, and provide an opportunity to participate during the plan drafting stage and prior to approval:

1.2.2.1. Local and regional agencies involved in hazard mitigation activities (public works, emergency management, local floodplain administration and GIS)

1.2.2.2. Agencies that have the authority to regulate development (zoning, planning, community and economic development departments; building officials; planning commissions; or other elected officials)

1.2.2.3. Neighboring communities

1.2.2.4. Representatives of businesses, academia, and other private organizations (for example, private utilities or major employers)

1.2.2.5. Representatives of nonprofit organizations, including community-based organizations, that work directly with and/or provide support to underserved communities and socially vulnerable populations, among others (including housing, healthcare, public health, social services, etc.)

1.2.3. Document the steps above.

1.3. Organize a planning committee(s) and a schedule to update the Hazard Mitigation Plan. The contractor will lead the planning process and serve as a facilitator, with the advice and direction of the subapplicant. Various local officials will be encouraged to participate in areas of their expertise or interest.

1.3.1. The planning committee will provide information on their respective jurisdictions' risk factors and community characteristics, act as liaisons to their communities, and decide on mitigation strategies and overall plan content.

1.4. Facilitate kick-off meeting for planning committee.

1.5. Public Participation

1.5.1. Public will be notified of meetings and invited to attend or provide input in other ways during the drafting stage and prior to approval.

Jasper County Multijurisdictional Hazard Mitigation Plan

Scope of Work

- 1.5.2. Agendas for meetings will be posted in a conspicuous place (E.g. online, City Hall, Library, School, etc.) prior to meetings
- 1.5.3. Document how underserved communities and vulnerable populations within the planning area were provided an opportunity to be involved. Provide targeted outreach to stakeholders as appropriate.
- 1.5.4. Public will be provided a chance to review and comment on the mitigation plan update at the conclusion of the planning process. The public comment period will be open for 30 days.
- 1.5.5. Document how public feedback was included throughout the planning process.
- 1.5.6. All meetings will be conducted in compliance with the Iowa Open Meeting Law, which "seeks to assure, through a requirement of open meetings of governmental bodies, that the basis and rationale of governmental decisions, as well as those decisions themselves, are easily accessible to the people." All actions and discussions at meetings of governmental bodies, whether formal or informal, including work sessions, must be conducted in open session unless exceptions or exemptions are specifically provided by law. "Open session" means a meeting to which all members of the public have access.
- 1.6. Facilitate at least two additional planning committee meetings
- 1.7. Integrate existing plans, studies, reports, and technical information.

2. Task 2: Update Plan

Deliverables:

Updated Plan compliant with LMPPG

2.1. Describe Planning Process

- 2.1.1. Describe the process for plan development, clearly demonstrating that applicable regulatory requirements were met, as outlined in the Local Mitigation Planning Policy Guide (LMPPG). Document in detail the activities the jurisdiction completed to update each section of plan (planning process, participation efforts, risk assessment, mitigation strategy, and plan implementation)
- 2.1.2. Complete a thorough review of each section of the previous plan; this will include the incorporation of comments from the FEMA plan review tool provided with the last plan update. The Planning Committee will review and take into account opportunities for improvement from the previous plan review to improve the mitigation plan
- 2.1.3. Incorporate appropriate updates to address gaps in each section of the plan. If the previously approved plan pointed out any data limitations, identify actions to obtain the data in the mitigation strategy, and if any data deficiencies were identified, how they will be incorporated into the update (if possible).
- 2.1.4. Include any new/modified/updated information (including hazard, land use, and development trends), findings, research, risk data, etc. in each section of the plan. Include/update maps and figures as appropriate. Review and revise the plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities
- 2.1.5. Discuss how the plan was implemented since the approval of the last plan

Jasper County Multijurisdictional Hazard Mitigation Plan

Scope of Work

- 2.1.6. Discuss whether the plan update process in the existing plan will be followed or what modifications to that process will be incorporated; Describe any changes in how, when, and by whom the plan will be monitored, evaluated, and updated
- 2.2. Compile community information
 - 2.2.1. Relevant information pertaining to each jurisdiction that can include population data, development trends, critical facility information, Special Flood Hazard Area and/or NFIP information
 - 2.2.2. Summarize community policies, programs, and capabilities, and how capabilities might be enhanced to effectively mitigate natural hazards.
- 2.3. Risk Assessment
 - 2.3.1. Conduct research on hazards that pose a risk to the planning area, including impacts unique to each participating jurisdiction
 - 2.3.1.1. Hazards to be considered, based on the 2023 Iowa Hazard Mitigation Plan include but are not limited to Drought, Tornado/Windstorm, Flooding (Flash and Riverine), Severe Winter Storms, Hail and Lightning from Thunderstorms, Excessive Heat, Dam/Levee Failure, Landslide, Earthquake, Wildland Fire or Grass Fire, Sinkholes, and Expansive Soils. Dependent on the planning committee's decision, the plan will not necessarily include each of these hazards, nor divided in the same way as in the state plan.
 - 2.3.2. Provide information required by the LMPPG (type, location, extent, previous occurrences, probability or future occurrence, impact and vulnerability) for each hazard. This includes considerations for future conditions such as the impacts of climate change and future development.
- 2.4. Mitigation Strategy
 - 2.4.1. Develop goals that focus on reducing the risks from the identified hazards.
 - 2.4.2. Identification of specific mitigation measures. Each jurisdiction must identify at least one action they intend to implement that addresses each natural hazard applicable to that jurisdiction as identified in the risk assessment. Some actions may apply to multiple hazards and multiple jurisdictions.
 - 2.4.3. Provide an action plan detailing prioritization and implementation by each participating jurisdiction.
 - 2.4.3.1. Prioritization should include a consideration for benefits as they relate to costs
 - 2.4.4. Describe the process of how the mitigation plan will be integrated into other planning mechanisms
 - 2.4.5. Provide an update on the mitigation actions from the previous plan
- 2.5. Plan Maintenance
 - 2.5.1. The plan will lay out a schedule for the periodic review of progress
 - 2.5.2. The plan will be incorporated as appropriate into existing programs and plans
 - 2.5.3. Describe a process for continued public involvement
 - 2.5.4. Target for updating the plan in 5 years

Jasper County Multijurisdictional Hazard Mitigation Plan
Scope of Work

3. Task 3: Formalize Plan

Deliverables:

Evidence of plan adoption by participating jurisdictions;

Any necessary plan revisions;

Completed Mitigation Data Collection Worksheet

- 3.1. Formal Adoption of the Plan by governing authority of all participating jurisdictions
- 3.2. Submit plan and Plan Review Tool to Iowa HSEMD/FEMA for review
- 3.3. Review and revision of the plan as necessary
- 3.4. Plan approval by FEMA
- 3.5. Grant close-out activities including Mitigation Data Collection Worksheet (form to be provided by HSEMD), completed and submitted to Iowa HSEMD

Approved Budget

Cost Type	Description	Amount
Contractual Planning Services	MJHMP Update	\$40,000.00
Total Award		\$40,000.00

Exhibit C: Pre-Award Risk Assessment

Conducted by HSEM

Applicant Organization

Jasper County EMA

Risk: Self-Assessment

*Applicants: Answer each question of the pre-award risk assessment.***PRE-AWARD RISK - Self Review to Assess Risk through:****Financial Stability, Management Systems & Standards, History of Performance, Audit Reports and Findings, Ability to Effectively Implement Requirements.****A. History of Performance and Audit Reports and Findings**

1. Has your organization/entity had prior experience with this grant program or federal grant programs? YES
 2. Has your organization/entity had audit issues identified in the past three years? NO
 3. Has your organization/entity experienced turnover in key staff in the past 12 months? NO
 4. During the past three years, has the applicant organization/entity been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status? NO
- Is your organization/entity's financial management system capable to provide all of the following:
- prepare reports required by the grant terms and conditions;
 - trace funds to prove such funds have used according to the grant terms and conditions;
5. YES
 - identify each individual federal and/or state (if applicable) subawards received and expended;
 - maintain supporting source documentation and records that adequately identify the funds received and expended;
 - compare expenditures with budget amounts for each federal subaward.

B. Written Policies and Procedures ...Be prepared to supply an electronic copy upon request from HSEMD.Does your organization entity have the following written :

- Publicly-available privacy policy that describes standards on the usage and maintenance of personally identifiable information (PII). PII includes any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. YES
6. Standard operating procedures or official operations? YES
7. Conflict of interest policies? YES
8. Procedures for reporting all violations of federal criminal law involving fraud, bribery, or gratuity violations contracting procedures for applicable purchases? YES
9. Process for handling discrimination complaints to comply with civil rights laws? YES
10. Travel policies and procedures? YES
11. Accounting policies and procedures to ensure uniform financial practice? For example, internal controls. YES
12. Procedures for determining the allowability of costs in accordance with 2 Code of Federal Regulations (CFR) Part 200 subpart E? YES
13. Procurement procedure for all purchases? YES
14. Contracting procedures for applicable purchases? YES
15. Procedures for managing equipment and property? YES
16. Within the past twelve months, has your organization/entity reviewed your written **procurement and contracting procedures** to ensure it is compliant with the most current procurement standard requirements detailed in 2 CFR Part 200 §§200.318 through 200.327? NO
17. Within the past twelve months, has your organization/entity reviewed your written **property and inventory procedures** to ensure it is compliant with the most current requirements detailed in 2 CFR Part 200 §§200.310 through 200.316? NO

C. Personnel and Payroll Records

19. Does your organization/entity have written policies and procedures governing payroll administration? YES
 20. Does your organization/entity have written procedures for proper review and approval of hours worked, leave taken, and compensatory time by appropriate supervisory staff? YES
- PAR vs Biannual Certification: Does your organization/entity for employee salaries and benefits have written procedures to verify either:
21. a) the detailed break out of specific work activity charged to each funding source is recorded to account 100% of the employee's time? or YES
 - b) that every six months, written/signed certifications exist for employees working on a single federal fund?

STATE OF IOWA

DESIGNATION OF APPLICANT'S **INTERNAL** AUTHORIZED REPRESENTATIVE

For the purpose of obtaining, complying with requirements of, and/or managing financial assistance under IOWA CODE 29C, 29D, 418 and 418A as well as the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 100-707, as amended), the National Flood Insurance Reform Act of 1994 (PL 103-325, as amended), or the High Hazard Potential Dam Program, 33 U.S.C. § 467f-2.

Kathy Ellis

Kathy Ellis 8-28-26

(Print Name of Authorized Representative)

(Signature and Date)

is hereby authorized to execute the functions initialed below on behalf of
Jasper County

(Applicant Entity)

**Project
Title**

Mitigation Plan Update

(Describe the project for which these activities are authorized)

Initial

Authorized Activities (Only initial next to the activities being assigned)

Sign application forms (SF-424, SF-424[A-D], GG &/or FF-104 [lobbying etc.], W9, SF-LLL, & Minority Impact Statement) (does not include local match resolution)

Submit applications in online portals (e.g., EMGrants, FEMA GO, eGrants)

Submit Quarterly Reports to Iowa HSEM and/or FEMA

Submit Requests for Reimbursement or Advance Payment for subgrantee

Request Grant Closeout and confirm compliance with grant requirements

Request Grant Time Extensions

Request Grant Scope/Budget Adjustments

Chief Executive Officer (Print Name and Title)

Attested (Print Name and Title)

Signature and Date

Signature and Date

RESOLUTION _____

House File 2490 Open Records and Open Meeting Laws (Replacing Resolution 26-46)

BE IT RESOLVED by the Jasper County Board of Supervisors as follows:

Section 1. House File 2490 Open Records and Open Meetings Laws was signed into law by Governor Kim Reynolds on May 15, 2026, amending Iowa Code Chapters 21 and 22 by modifying public meeting notice requirements, expanding the categories of employment-related information subject to disclosure, and creating a new judicial procedure permitting governmental bodies to seek injunctions against certain “vexatious” public records requesters.

Section 2. The Jasper County Board of Supervisors will post their meeting agenda on the bulletin board on the 1st floor of the East side of the Courthouse entrance, the outside bulletin board located on the West side of the Courthouse, and the Jasper County Website (www.jasperia.org) following the posting requirements. If an agenda that was previously posted needed to be amended, not less than 24 hours prior to the meeting and it will be marked with the word “Amended” and will identify the amended provisions.

Section 3. The Jasper County Board of Supervisors will follow this provision, until a new law is passed making amendments.

WHEREAS, this resolution will take effect September 1, 2026.

Adopted this _____ day of _____, 2026.

Thad Nearmyer, Chairman

ATTEST:

Jenna Jennings,
Jasper County Auditor

QUIT-CLAIM DEED
Recorder's Cover Sheet

Preparer Information: (name, address, and phone number)

Nicholas E. Pietrack, 114 W 3rd St. N. Newton, Iowa 50208, Phone: 641-792-5010

Taxpayer Information: (name and complete address)

IOWA NATURAL HERITAGE FOUNDATION
505 FIFTH AVE SUITE 444
DES MOINES IA 50309-2321

Return Document To (name and complete address)

IOWA NATURAL HERITAGE FOUNDATION
505 FIFTH AVE SUITE 444
DES MOINES IA 50309-2321

Grantors:

Jasper County Board of Supervisors

Grantees:

IOWA NATURAL HERITAGE FOUNDATION
505 FIFTH AVE SUITE 444
DES MOINES IA 50309-2321

Legal Description: See Page 2

QUIT-CLAIM DEED

For the consideration of public purpose and other valuable considerations, Jasper County, Iowa do hereby Quit Claim to the IOWA NATURAL HERITAGE FOUNDATION all our right, title, interest, estate, claim and demand in the following described real estate in Jasper County, Iowa (PARCEL 16.03.100.005):

West 60 feet of Government Lot 5 of Section Three Township Seventy-eight North, Range 21 West of the 5th P.M., Jasper County, Iowa

Sold by Public Hearing on September __, 2026.

This deed is exempt according to Iowa Code 428A.2(6).

The Jasper County Board of Supervisors has determined that the conveyance of the above-described real property to the Iowa Natural Heritage Foundation serves a public purpose by facilitating the conservation, protection, restoration, and management of land in connection with and for the benefit of the Neal Smith National Wildlife Refuge.

The property is being conveyed to the Iowa Natural Heritage Foundation for conservation purposes associated with the Neal Smith National Wildlife Refuge, including the protection and restoration of native habitat, wildlife and natural resources, and the preservation of land for the benefit and enjoyment of the public. With the intention that the property may ultimately be transferred to the United States of America for incorporation into or management as part of the Neal Smith National Wildlife Refuge.

The Board finds that these conservation and natural-resource purposes provide a public benefit to the citizens of Jasper County and the State of Iowa and constitute a public purpose supporting the gift of the property.

Each of the undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____.

JASPER COUNTY BOARD OF SUPERVISORS

By: Thad Nearmyer
Chair
Jasper County Board of Supervisors

STATE OF IOWA, COUNTY OF JASPER

This record was acknowledged before me on _____, by
_____ of Jasper County Board of Supervisors.

Signature of Notary Public

August 25, 2026

Tuesday, August 25, 2026, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Nearmyer, Talsma, and Cupples present and accounted for; Chairman Nearmyer presiding.

Motion by Talsma, seconded by Cupples to open the 3rd reading of the Public Hearing for a resolution declaring 422D.

YEA: CUPPLES, NEARMYER, TALSMA

Emergency Management Director, Jamey Robinson discussed the next steps forward after the Resolution is approved. There will be meetings in all the local communities educating the citizens on the next steps. Jamey would also like to establish an advisory group to be formed before the local meetings start. Blaine Barker asked for an explanation on how the process would work if approved. The intent is not for the County to run a full fledged ambulance service, it is to self-sustain the small communities with their services and help grow those services.

Motion by Cupples, seconded by Talsma to close the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Talsma, seconded by Cupples to adopt Resolution 26-59 approving the declaration for Emergency Medical Services an essential service in Jasper County, Iowa, pursuant to Iowa Code Chapter 422D.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Talsma, seconded by Cupples to open the 1st reading of the Public Hearing for the vacation of the North South alley parallel and East of Main Street between Rippey Avenue and North Street in Ira, Iowa.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Talsma, seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Talsma, seconded by Cupples to adopt Resolution 26-60 approving and authorizing the closure and removal of Bridge E14 located on N. 95th Ave. W. over Indian Creek.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Talsma, seconded by Cupples to approve the claims paid through August 25, 2026.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Talsma, seconded by Cupples to approve the Board of Supervisors minutes from August 18, 2026.

YEA: CUPPLES, NEARMYER, TALSMA

There were no Board Appointments.

Sarah Patterson, RSVP Director, updated the Board on the loss of Federal funding and how they plan to continue to move forward. They are still applying for other local grants and will apply again for Federal grants in October. For now, they are capping the current client list to 225 and limiting rides to 34 per week. All Veterans will continue to receive rides regardless of the capped client number.

Motion by Talsma, seconded by Cupples to adjourn the Tuesday, August 25, 2026, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, NEARMYER, TALSMA

Jenna Jennings, Auditor

Thad Nearmyer, Chairman