GRANT AGREEMENT
AN AGREEMENT WITH MINERVA VALLEY COMPANIES
FOR BROADBAND EXPANSION PLANS
Subrecipient No. 53

THIS AGREEMENT ("Agreement") is entered into by and between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the Minerva Valley Companies, hereinafter referred to as "Grantee", whose mailing address and telephone number is 104 N. Pine Street PO Box 176, Zearing, Iowa 50278, telephone (641) 487-7399.

1. PURPOSE AND INTENT

The purpose of the agreement is for the Grantee to expand broadband to a service area in Warren and Richland Townships in North Central Story County.

The Grantee acknowledges that (1) the source of funding awarded for this project is the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from *"Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds"* dated September 23, 2025, version 10.1.)

In order to accomplish the objectives of the American Rescue Plan Act (ARPA) to respond to the public health emergency or negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, the County and Grantee agree as follows:

2. DISBURSEMENT OF FUNDS

The County will pay Grantee an amount not to exceed $10,000. The funds will be disbursed in one lump-sum payment of $10,000.

3. REPORTING

In exchange for payment received, Grantee agrees to provide the County quarterly reporting on expenditures and obligations made with ARPA funds and annual reporting regarding the referenced broadband expansion to Story County. A timeline for quarterly reporting is attached as Exhibit A.

4. TERMS

The terms of this service agreement shall begin upon the execution of this agreement by the Chair of the Story County Board of Supervisors. Agreement shall terminate upon the exhaustion of ARPA funds by Grantee. Agreement will terminate no later than 12/31/2026.

(A) This Agreement shall remain in effect until one of the following events has occurred:
   a. The Grantee and the County replace this Agreement with another written agreement;
   b. All of Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements; or
   c. This Agreement has been terminated pursuant to the provisions of Section 4 hereof.

5. TERMINATION

The County, in its sole and absolute discretion, may terminate this Agreement:

a. if the Grantee has breached any provision of this Agreement or has failed to comply with any applicable state or federal law or regulation applicable to any Project; or
b. if any representation or warranty made by the Grantee in any Proposal, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
c. *Notice of Termination*. The County shall provide the Grantee with written notice of termination of this Agreement. The termination of this Agreement shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Grantee at least fifteen (15) days before the effective date of such termination.
d. *Effect of Termination*. Upon termination of this Agreement, the Grantee shall reimburse the County for all costs and disbursements of the project terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination. The Grantee shall return any unused portion of the funds to the County within thirty days of notification of termination.
e. Grantee may terminate this agreement by giving a 21-day notice by certified mail to the County.

6. AFFIRMATIVE COVENANTS

a. Ratification. By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).
b. No Litigation. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.
c. No Conflicts. The authorization, execution and delivery of this Agreement, and performance by the Grantee of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.

d. SAM.gov Registration. Grantee shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TIN") herein listed is the correct number for the Grantee as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Grantee.

   Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TIN") - FKXFS49L2WR3

e. Reporting and Compliance with Laws. The Grantee shall comply with all reporting requirements as determined by Story County. In addition, the Grantee agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
f. Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975.
g. If for any reason Grantee is unable to meet the terms as agreed upon above Grantee shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.

7. ASSIGNMENTS

Grantee's obligation and duties under this Agreement shall not be assigned without the permission of the County.

8. INDEMNIFICATION

Grantee shall hold harmless the County for any injury or damage caused by the acts or omissions of Grantee on employees or agents, and Grantee agrees to indemnify the County for any such injury or damages.

9. DISPUTES

Any disputes that arise between the County and Grantee would be governed by Iowa law and be litigated in Story County.

10. ACCESS TO BOOKS AND RECORDS

Unless otherwise required by applicable laws, Grantee shall allow the County access to all books and records for purposes of auditing or reviewing Grantee's claims, upon request by the County. Grantee's failure to provide access under this section shall constitute a material breach of the agreement.

a. Recordkeeping. The Grantee shall maintain accounts and records with respect to the Project in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project for a period of seven years after all proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine-readable formats. Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

11. REQUIREMENTS

Grantee hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Grantee assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Grantee.

12. COMPLETE AGREEMENT

This is the entire agreement between the County and Grantee.

STORY COUNTY, IOWA (County)
By:

Mary M Phillips (Grantee)
By:

Chairperson of the Board of Supervisors

Authorized Representative

Dated: _____

Dated: _____

Exhibit A

Report	Year	Quarter	Period Covered	Due Date (Treasury)	Due Date (to Story County)
1	2021	2-4	March 3 - December 31	31-Jan-22	NA
2	2022	1	January 1 - March 31	30-Apr-22	NA
3	2022	2	April 1 - June 30	31-Jul-22	NA
4	2022	3	July 1 - September 30	31-Oct-22	NA
5	2022	4	October 1 - December 31	31-Jan-23	NA
6	2023	1	January 1 - March 31	30-Apr-23	NA
7	2023	2	April 1 - June 30	31-Jul-23	NA
8	2023	3	July 1 - September 30	31-Oct-23	NA
9	2023	4	October 1 - December 31	31-Jan-24	NA
10	2024	1	January 1 - March 31	30-Apr-24	NA
11	2024	2	April 1 - June 30	31-Jul-24	NA
12	2024	3	July 1 - September 30	31-Oct-24	NA
13	2024	4	October 1 - December 31	31-Jan-25	NA
14	2025	1	January 1 - March 31	30-Apr-25	NA
15	2025	2	April 1 - June 30	31-Jul-25	NA
16	2025	3	July 1 - September 30	31-Oct-25	NA
17	2025	4	October 1 - December 31	31-Jan-26	NA
18	2026	1	January 1 - March 31	30-Apr-26	4/3/2026
19	2026	2	April 1 - June 30	31-Jul-26	7/6/2026
20	2026	3	July 1 - September 30	31-Oct-26	10/5/2026
21	2026	4	October 1 - December 31	31-Mar-27	1/6/2027