

**BOARD OF SUPERVISORS**District 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS  
MEETING AGENDA**

Wednesday, May 4, 2022

11 a.m.

Formal Board Room—Jean Oxley Public Service Center  
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Pledge of Allegiance****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

**Consent Agenda**

Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Approve and authorize Chair to sign a Vacancy Form requesting two Senior Public Health Nurses for the Public Health Clinical Branch

**Reports****Resolutions**

Resolution to award contract for project FM-C057(157)—55-57, a bridge deck overlay on Mount Vernon Road over Wanatee Creek in section 29-83-6 (Bridge #641), to PCIROADS, LLC, in the amount of \$296,540.77 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to award contract for project FM-C057(158)—55-57, a bridge deck overlay on Mount Vernon Road over Indian Creek in section 29-83-6 (Bridge #640), to PCIROADS, LLC, in the amount of \$448,965.16 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to award contract for project FM-C057(153)—55-57, a grading project on Jordans Grove Road from County Home Road to Waubeek Road, to Boomerang Corp, in the amount of \$1,959,886.00 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution granting permission to the CRANDIC Racing Club to utilize Sutliff Road in Linn County for bicycle time trials on May 4, June 1, July 6 and August 3, 2022. The County Engineer's Office, Sheriff's Office and Risk Management have discussed and collected proper insurance and hold harmless agreements.

Resolution to approve a Final Plat for Cedar Valley Humane Society First Addition, case JF22-0012.

**Contract and Agreements**

Approve and authorize Chair to sign the 22AHP16 Emergency Response Multi-Year Program – COVID-19 Confinement contract between Iowa Department of Public Health and Linn County Board of Supervisors and Linn County Public Health to establish and implement diagnostic, screening and testing programs for youth residing at the Juvenile Detention Center effective March 28, 2022 through December 31st, 2022 with an amount not to exceed \$81,713.

Approve and authorize Chair to sign the Fifth Amendment to the Tracking, Monitoring and Intervention Contract between Juvenile Court Services for the 6th Judicial District of Iowa, the Iowa Department of Human Services, and Linn County Board of Supervisors to provide Community Based services through Juvenile Detention & Diversion Services effective July 1, 2022 through June 30, 2023 with an amount not to exceed \$990,283.00.

Approve and authorize Chair to sign the Electronic Monitoring Agreement between Juvenile Court Services for the 6th Judicial District of Iowa and Linn County Board of Supervisors to provide Ankle Monitor Services through Juvenile Detention & Diversion Services effective July 1, 2022 through June 30, 2023 at the billable rate of \$8.50/day.

Approve and authorize Chair to sign the First Amendment to the SOLO In-Home Day Treatment Service Contract between Juvenile Court Services for the 6th Judicial District of Iowa and Linn County Board of Supervisors to provide Community Based services through Juvenile Detention & Diversion Services effective July 1, 2022 through June 30, 2023 with an amount not to exceed \$414,739.00.

Approve and authorize Chair to sign a renewal agreement between Linn County and the Juvenile Detention Medical Director effective July 1, 2022 through June 30, 2023 for an amount of \$28,138.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Grant Agreement between Linn County and NewBo City Market for the Expanding the Hatchery for Entrepreneurship Equity Project in the amount of \$100,000.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Boys & Girls Clubs of Cedar Rapids for the Unlocking the Future Project in the amount of \$750,500.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Feed Iowa First for the Expanding Land Access & Increasing Local Food Production in the amount of \$100,000.00.

Approve and authorize Chair to sign "Adopt-A-Roadside" for American Heritage Girls Troop to adopt N 10th Street from County Home Road to Shamrock Woods.

Approve and authorize Chair to sign "Adopt-A-Roadside" for Ely Public Library to adopt Ely Road from Wright Brothers Blvd to Seven Sisters Road.

Approve and authorize Chair to sign FY23 Decat Contract # DCAT4-19-066, 7th Amendment and Renewal, in the amount of \$20,000, between the Linn County Board of Supervisors and the Department of Human Services.

Approve and authorize Chair to sign FY23 Decat Contract # DCAT4-23-011, in the amount of \$10,000, between the Linn County Board of Supervisors and the Department of Human Services.

## **Licenses & Permits**

## **Regular Agenda**

### **Discuss and Decide on Consent Agenda**

#### **Minutes**

Discuss and decide on meeting minutes.

#### **Claims**

Discuss and decide on claims.

Proclamation: Mental Health Month—May 2022

Proclamation: Building Safety Month-- May 2022

Second consideration of an Ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 10, Article III Relating to Air Quality

Discuss and authorize chair to sign Video Surveillance Work Request Form to include Foundation 2 and Unity Point staff access to security cameras at Mental Health Access Center

Update on Linn County Mental Health Access Center

Discuss and decide on the appointment of Darrin Gage as an interim Facilities Director

**Public Comment: Five Minute Limit per Speaker**

This is an opportunity for the public to address the board on any subject pertaining to board business.

**Board Member Reports**

**Legislative Update**

Discuss and decide on action related to proposed legislation

**Correspondence**

**Appointments**

**Adjournment**

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at [bd-supervisors@linncountyiowa.gov](mailto:bd-supervisors@linncountyiowa.gov).



## VACANCY FORM

### SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: \_\_\_\_\_

### SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Senior Public Health Nurse

DEPARTMENT: Public Health Clinical Branch

SHIFT/HOURS: 8:00 AM - 4:30 PM

NUMBER OF POSITIONS: 2; 1-clinical & 1-communicable

VACANCY DATE: ASAP

NEW POSITION FUNDING SOURCE(S):

Will use branch budget to cover cost

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: \_\_\_\_\_

DURATION OF POSTING (must remain open a minimum of 10 days): \_\_\_\_\_

### POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME \_\_\_\_ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☒ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature]  
DEPARTMENT HEAD (original signature required)

04-26-22  
DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

### FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: \_\_\_\_\_ STARTING SALARY: \_\_\_\_\_

HR DIRECTOR COMMENTS: \_\_\_\_\_

FINANCE/BUDGET DIRECTOR COMMENTS: \_\_\_\_\_

APPROVED BY: [Signature]  
HUMAN RESOURCES DIRECTOR

4-27-22  
DATE

APPROVED BY: [Signature]  
FINANCE/BUDGET DIRECTOR

4/28/2022  
DATE

APPROVED BY: \_\_\_\_\_  
CHAIRPERSON/BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

## RESOLUTION

**WHEREAS**, the Board of Supervisors, hereafter referred to as “the Board”, believes the FM-C057(157)--55-57 , hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as bridge deck overlay on Mount Vernon Road over Wanatee Creek in section 29-83-6 (Bridge #641); and

**WHEREAS**, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

**WHEREAS**, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

**IT IS THEREFORE RESOLVED** by Board to accept the bid from PCIROADS, LLC in the amount of \$296,540.77 and awards the associated contract(s) to the same;

**BE IT FURTHER RESOLVED** that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, (Bradley J. Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county.

Dated at Cedar Rapids, Iowa, this 4th day of May, 2022.

Board of Supervisors of Linn County, Iowa

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ATTEST:

By \_\_\_\_\_  
County Auditor

SEAL

Iowa Department of Transportation  
Apparent Bids for Letting of Apr 19, 2022

Letting ID: 22/04/19

Cut-off Time: 10:00:59 AM CDT

Proposal: 005--57-C057-158

Counties: LINN

BRIDGE DECK OVERLAY

| Bidder Name   | Bid Amount   | Comment | DBE   |
|---------------|--------------|---------|-------|
| PCIROADS, LLC | \$745,505.93 |         | 0.00% |

(1 apparent bid)

## RESOLUTION

**WHEREAS**, the Board of Supervisors, hereafter referred to as “the Board”, believes the FM-C057(158)--55-57 , hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as bridge deck overlay on Mount Vernon Road over Indian Creek in section 29-83-6 (Bridge #640); and

**WHEREAS**, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

**WHEREAS**, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

**IT IS THEREFORE RESOLVED** by Board to accept the bid from PCIROADS, LLC in the amount of \$448,965.16 and awards the associated contract(s) to the same;

**BE IT FURTHER RESOLVED** that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, (Bradley J. Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county.

Dated at Cedar Rapids, Iowa, this 4th day of May, 2022.

Board of Supervisors of Linn County, Iowa

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ATTEST:

By \_\_\_\_\_  
County Auditor

SEAL

## RESOLUTION

**WHEREAS**, the Board of Supervisors, hereafter referred to as “the Board”, believes the FM-C057(153)--55-57 , hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as grading on Jordans Grove Road from County Home Road to Waubeek Road; and

**WHEREAS**, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

**WHEREAS**, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

**IT IS THEREFORE RESOLVED** by Board to accept the bid from Boomerang Corp in the amount of \$1,959,886.00 and awards the associated contract(s) to the same;

**BE IT FURTHER RESOLVED** that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, (Bradley J. Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county.

Dated at Cedar Rapids, Iowa, this 4th day of May, 2022.

Board of Supervisors of Linn County, Iowa

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ATTEST:

By \_\_\_\_\_  
County Auditor

SEAL

Iowa Department of Transportation  
Apparent Bids for Letting of Apr 19, 2022

Letting ID: 22/04/19

Cut-off Time: 10:00:59 AM CDT

Proposal: 301--57-C057-153

Counties: LINN

GRADING

| Bidder Name                   | Bid Amount     | Comment | DBE   |
|-------------------------------|----------------|---------|-------|
| BOOMERANG CORP.               | \$1,959,886.00 |         | 0.00% |
| PETERSON CONTRACTORS INC.     | \$1,982,610.00 |         | 0.00% |
| REILLY CONSTRUCTION CO., INC. | \$2,078,762.25 |         | 0.00% |
| MOYNA, C.J. & SONS, LLC.      | \$2,717,029.80 |         | 0.00% |

(4 apparent bids)

RESOLUTION # \_\_\_\_\_

APPROVING A REQUEST FOR PERMISSION TO USE SUTLIFF ROAD IN LINN COUNTY FOR  
BICYCLE TIME TRIALS ON MULTIPLE DATES

WHEREAS, John Stonebarger, Race Director for CRANDIC Racing Club, has requested permission to use Sutliff Road in Linn County for the purpose of holding a series of bicycle time trials on May 4, June 1, July 6 and August 3, 2022,

WHEREAS, the Linn County Engineer's Department, Linn County Sheriff's Office, and the Risk Management Department have recommended approval of this request,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County, Iowa, that the above request is herewith approved subject to the following conditions:

1. The personnel sponsoring the series of bicycle time trials on Sutliff Road will advise the participants to obey all traffic regulations as recommended by the Linn County Sheriff's Office and the Linn County Engineer.
2. The personnel sponsoring the series of bicycle time trials will oversee the proper conduct of the event.
3. That the applicant will have each participant sign a participant's release which has Linn County named on the release.
4. That the applicant agrees to save Linn County and it's employees harmless from all liability and has a liability insurance policy in limits satisfactory to the Board of Supervisors.

Dated at Cedar Rapids, Linn County, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

LINN COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Chairperson

AYE: \_\_\_\_\_  
NAY: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

\_\_\_\_\_  
JOEL MILLER, Linn County Auditor

**LINN COUNTY BOARD OF SUPERVISORS**

**RESOLUTION # \_\_\_\_\_**

**APPROVING A FINAL PLAT**

**WHEREAS**, a final plat of Cedar Valley Humane Society First Addition (Case #JF22-0012) to Linn County, Iowa, containing two (2) lots, numbered Lot 1 and lettered Lot A, has been filed for approval, a subdivision of real estate located in the NENE of Section 28, Township 83 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

LOT THIRTEEN (13) AND LOT FOURTEEN (14), AUDITOR'S PLAT NO. 140, LINN COUNTY, IOWA. DESCRIBED PARCEL CONTAINS 8.02 ACRES.

**WHEREAS**, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

**WHEREAS**, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

**WHEREAS**, the following conditions as listed on the Planning and Development Staff Report of March 16, 2022 as last amended on April 18, 2022 have been addressed:

**LINN COUNTY SECONDARY ROAD DEPARTMENT**

1. Dedication of road rights-of-way, County Standard Specifications, Section 5. Fifty feet of right-of-way along Mount Vernon Road shall be dedicated to Linn County for road purposes.
2. Road agreement for trees within County right-of-way. County Standard Specifications, Section 1.

**IOWA DEPARTMENT OF TRANSPORTATION**

1. Not within the jurisdiction of the Iowa Department of Transportation.

**LINN COUNTY PUBLIC HEALTH DEPARTMENT**

No conditions to be met.

**NATURAL RESOURCES CONSERVATION SERVICE**

1. See conditions on associated Conditional Use Permit case, JC21-0019.

**LINN COUNTY CONSERVATION DEPARTMENT**

No conditions to be met.

**LINN COUNTY EMERGENCY MANAGEMENT**

No conditions to be met.

**LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION**

1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. This plat lies within the 2-mile jurisdiction of the City of Bertram and the City of Cedar Rapids, and as per the 28E Agreement between the Cities and the County, will require City approval or a waiver of the right to review.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.

5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **APRIL 18, 2023** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
7. One original and one complete copy of the final plat bound documents that must include the following:
  - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
  - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
  - iii. Surveyor's certificate
  - iv. Auditor's certificate
  - v. Resolution of the Planning and Zoning Commission
  - vi. Resolution of the Board of Supervisors
  - vii. Resolution of approval or waiver of review by applicable municipalities
  - viii. Treasurer's certificate
  - i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
  - ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
  - iii. Ten original signed plat drawings
  - iv. A covenant for a secondary road assessment

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by May 4, 2023 to be valid.

**Passed and approved this 4th day of May, 2022**



Linn County Board of Supervisors  
May 4<sup>th</sup>, 2022  
Resolution # \_\_\_\_\_  
JF22-0012  
Page 4 of 4

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

\_\_\_ Aye \_\_\_ Nay \_\_\_ Abstain \_\_\_ Absent

\_\_\_\_\_  
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, \_\_\_\_\_,

on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public State of Iowa

|                                |                                                              |
|--------------------------------|--------------------------------------------------------------|
| <b>Contract/Project Title:</b> | Emergency Response Multi-Year Program - COVID-19 Confinement |
| <b>Contract Number:</b>        | 22AHP16                                                      |
| <b>Contractor:</b>             | Linn County Juvenile Detention and Diversion Services (JDDS) |
| <b>Contractor Address:</b>     | 800 Walford Road SW<br>Cedar Rapids, IA 52404                |

|                         |                              |
|-------------------------|------------------------------|
| <b>Contract Amount:</b> | \$81,713.20                  |
| <b>Funding Source:</b>  | IDPH Response Amendment      |
| <b>Project Period:</b>  | 3/28/2022 through 12/31/2022 |
| <b>Match Required:</b>  | No                           |

The Contractor agrees to perform the work and to provide the services described in the Contract Conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions and General Conditions.

The Contractor has reviewed and agrees to the Iowa Department of Public Health General Conditions Effective July 1, 2019, as posted on the Department's Web site under Funding Opportunities: <http://idph.iowa.gov/>

|                                                       |
|-------------------------------------------------------|
| <b>For and behalf of LCPH:</b>                        |
| By:                                                   |
| Pramod Dwivedi, Director<br>Linn County Public Health |
| Date:                                                 |

|                                          |
|------------------------------------------|
| <b>For and behalf of the Contractor:</b> |
| By:                                      |
| Print Name:<br>Title:                    |
| Date:                                    |

## **Contract Conditions**

### **Article I - Identification of Parties and Key Personnel**

This contract is entered into by and between Linn County Public Health (LCPH) and the Contractor as identified on the previous page.

#### **LCPH Personnel**

|                |                   |                                   |
|----------------|-------------------|-----------------------------------|
| Pramod Dwivedi | Project Director  | Health@linncountyiowa.gov         |
| Eric Bradley   | Fiscal Contact    | Eric.Bradley@linncountyiowa.gov   |
| Julie Stephens | Grant Coordinator | Julie.stephens@linncountyiowa.gov |

#### **Contractor Personnel**

|              |                    |                                    |
|--------------|--------------------|------------------------------------|
| Dawn Schott  | Director           | dawn.schott@linncountyiowa.gov     |
| Dan Williams | Assistant Director | daniel.williams@linncountyiowa.gov |

### **Article II - Statement of Contract Purpose**

To work with county jails, city jails, and juvenile detention centers within the county to establish and implement diagnostic and screening testing programs for residents/detainees/inmates, staff, and visitors within their facilities.

### **Article III - Description of Work and Services**

| <b>Activity or Supply</b>                                                                                                                                                                                                                                                                           | <b>Total</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| PPE for onsite mitigation                                                                                                                                                                                                                                                                           | \$900        |
| Laptop designated specifically for telehealth and virtual visits.                                                                                                                                                                                                                                   | \$1680       |
| External microphone and speaker for better quality telehealth appointments and virtual visits needed due to COVID-19                                                                                                                                                                                | \$170        |
| Staffing a unit of COVID-19 exposed youth in order to mitigate the spread to others in the center<br>These staff are not clinical staff.<br><br>Funding is for facility to have enough staff to ensure social distancing measures and separation of the well residents from the impacted residents. | \$74,963     |
| On-Site COVID-19 Testing                                                                                                                                                                                                                                                                            | \$4,000      |

#### **Article IV – Reports**

| <b>Report/Document Name</b>  | <b>Due Date</b>                                                     |
|------------------------------|---------------------------------------------------------------------|
| Monthly expense billing      | 15 <sup>th</sup> of the month following month expenses being billed |
| Workplan update              | 6/30/2022                                                           |
| Workplan update              | 10/31/2022                                                          |
| Workplan update              | 12/31/2022                                                          |
| Other requested IDPH reports | TBD as identified by IDPH                                           |

#### **Article V – Budget:**

| <b>Direct Cost Category</b> | <b>Contractor Budget</b> |
|-----------------------------|--------------------------|
| Salary/Fringe               | \$74,963.                |
| Other                       | \$6750.                  |
| <b>Total:</b>               | <b>\$81,713.</b>         |

1. In alignment with the Iowa Department of Public Health contract requirements, expenditure variance against direct cost budget line amounts is allowed up to a maximum of 10% of the contractual amount on a cumulative basis not to exceed the contractual total. The Contractor shall submit a written justification and request for a contract amendment to LCPH prior to the obligation of an expense which will exceed the allowed 10% cumulative variance. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line not previously approved are anticipated.
2. In alignment with the Iowa Department of Public Health contract requirements, the Contractor shall receive written approval from LCPH prior to spending the final three (3) percent of all funds awarded.

#### **Article VI – Payments:**

Salary with benefits is allowed. Salary verification (time logs or sign in sheets) will be provided with billing submitted to LCPH. If individual rates are not provided, a billable rate may be used. The billable rate cannot exceed employee's actual wage.

Invoice of supplies billed to this funding source will be provided to LCPH when monthly bill is submitted. All invoices must fall between contract dates noted on first page of contract.

#### **Article VII – Audits:**

Contractor shall provide IDPH, LCPH, and any of their duly authorized representatives' access, for the purpose of audit and examination, to any documents, papers, and records of the Contractor pertinent to this agreement.

#### **Article VIII: Terms of Agreement:**

1. The term of this agreement is ongoing beginning 3/28/2022 to 12/31/2022.  
Termination of this agreement may occur in the event funds are de-appropriated, not allocated, or either party's authorization to conduct business is withdrawn.  
With the mutual consent of both parties, upon receipts and acceptance of a thirty (30) day written notice, termination on an agreed-upon date may occur without penalty to either party.
2. This agreement recognizes that Contractor will not be considered an employee of Linn County, Iowa, or the Linn County Board of Health for any purpose.  
Contractor shall have no authority over Linn County Board of Health employees.  
The existence and content of all policies and procedures within Linn County Public Health as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Board of Health and its designee, and the Director of the Linn County Public Health.
3. No amendment, alteration, change, qualification or modification of this Agreement shall be valid unless it is in writing and signed by each Partner hereto and any such amendment, alteration, change, qualification or modification shall be adhered to and have the same effect as if they had been originally embodied in and formed a part of this Agreement.

#### **Article IX – Indemnification:**

Except with respect to claims arising from separate negligence or willful acts, which shall remain that entity's personal obligation, each entity agrees to defend, indemnify and hold harmless the other entity and its directors, officers, and employees with respect to a claim arising from the entity's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this agreement or any governing law or regulation.

#### **Article X – Additional Conditions:**

1. Funds cannot be used to match funding on other federal awards.
2. Unallowable costs also include clinical research, clinical care, publicity and propaganda. A full explanation of pertinent federal laws, regulations, policies, and General Terms and Conditions for Non-Research Grant and Cooperative Agreements (cdc.gov)
3. Only activities outlined in the approved implementation plan can be paid with funds obligated under this amendment.
4. All costs will be on a reimbursement basis from incurred costs.
5. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office

of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to IDPH and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses: CDC, Office of Grants Services Kathy Raible, Grants Management Specialist Centers for Disease Control and Prevention Branch 1 2939 Flowers Road, MS-TV2 Atlanta, GA 30341 Email: kcr8@cdc.gov (Include "Mandatory Grant Disclosures" in subject line) AND U.S. Department of Health and Human Services Office of the Inspector General ATTN: Mandatory Grant Disclosure, Intake Coordinator 330 Independent Avenue, SW Cohen Building, Room 5527 Washington, DC 20201 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

6. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides. By accepting this award, the subcontractor agrees that it is opposed to the practices of prostitution and sex

trafficking because of the psychological and physical risks they pose for women, men, and children.

7. Acknowledgement of Federal Funding: When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents the following language must be used:

*This [project/publication/program/website, etc.] [is/was] supported by the Centers for Disease Control and Prevention (CDC) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling (award amount) with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.*

8. The following definitions apply for purposes of the above provisions:
  - i. "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
  - ii. "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.
  - iii. "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9). This provision includes express terms and

conditions of the award and any violation of it shall be grounds for unilateral termination of the award by (HHS OPDIV) prior to the end of its term. Any enforcement of this provision is subject to courts' orders in Alliance for Open Society International v. USAID (See, e.g., S.D.N.Y. 05 Civ. 8209, Orders filed on January 30, 2015, and June 6, 2017, granting permanent injunction).

The parties agree that the terms and conditions of this agreement constitute the entire agreement reached by these parties and that no written or oral statements made by either party or their respective attorneys in an effort to negotiate this agreement are enforceable.

## **Fifth Amendment to the Tracking, Monitoring & Intervention Contract**

This Amendment to Contract Number JUV-19-CB-6-001 is effective as of July 1, 2022, between the Juvenile Court Services for the 6th Judicial District of Iowa (JCS), the Iowa Department of Human Services (Agency), and Linn County Board of Supervisors (Contractor).

### **Section 1: Amendment to Contract Language**

The Contract is amended as follows:

**Revision 1. Contract Duration.** The Contract is hereby extended from July 1, 2022, through June 30, 2023.

### **Revision 2. Section 1.3.3.1 Pricing is hereby deleted and replaced as follows:**

In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:

Contractor shall be paid at a rate of \$1.44 per minute for the provision of tracking services.  
Contractor shall be paid at a rate of \$1.51 per minute for the provision of intervention services.  
For the contract period of July 1, 2022 to June 30, 2023, the maximum yearly amount that JCS and the DHS will pay Contractor is \$990,283.00.

### **Section 2: Ratification & Authorization**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

**Section 3: Execution**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

|                                                                         |       |                                             |       |
|-------------------------------------------------------------------------|-------|---------------------------------------------|-------|
| <b>Juvenile Court Services, 6th Judicial District of Iowa</b>           |       | <b>Iowa Department of Human Services</b>    |       |
| Signature of Authorized Representative:                                 | Date: | Signature of Authorized Representative:     | Date: |
| Printed Name: <b>Christopher L. Wyatt, Chief Juvenile Court Officer</b> |       | Printed Name: <b>Kelly Garcia, Director</b> |       |

|                                         |       |
|-----------------------------------------|-------|
| <b>Linn County Board of Supervisors</b> |       |
| Signature of Authorized Representative: | Date: |
| Printed Name: <b>Ben Rogers, Chair</b>  |       |

|                                           |       |
|-------------------------------------------|-------|
| <b>Linn County Decategorization Board</b> |       |
| Signature of Authorized Representative:   | Date: |
| Printed Name: <b>David Thielen, Chair</b> |       |

## ELECTRONIC MONITORING AGREEMENT

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July, 2022 by and between Linn County Board of Supervisors and Sixth Judicial District Juvenile Court Services.

**1. Parties**

- a) The Linn County Board of Supervisors (Contractor) administrative office is located at 935 2nd Street S.W., Cedar Rapids, Iowa 52404
- b) Sixth Judicial District Juvenile Court Services (JCS) administrative office is located at 211 8th Avenue S.W., Cedar Rapids, Iowa 52404.

**2. Purpose**

JCS has retained the Contractor, specifically Linn County Juvenile Detention & Diversion Services, to provide electronic monitoring devices to youth under the supervision of Juvenile Court Services in Linn, Johnson, Iowa, Jones and Benton Counties.

**3. Term**

The term of this agreement is effective July 1, 2022 to June 30, 2023.

**4. Terms and Conditions**

- a) Contractor will provide electronic monitoring (EM) units at the rate of eight dollars and fifty cents (\$8.50) per day.
- b) This rate will cover the replacement cost of EM units required as result of loss or damages.
- c) It is understood by all parties that a child cannot be placed on an electronic monitoring device unless a Court order has been issued authorizing the use of electronic monitoring.

**5. Monthly Billings**

All billings to Sixth Judicial Juvenile Court Services will be initiated by Linn County Community Services Finance Division. On a monthly basis, a General Accounting Expenditure (GAX) form and supporting documentation will be submitted to the JCS Contract Administrator/Accountant who will verify the billing for accuracy and authorize payment for services rendered. The GAX and supporting documentation must comply with all applicable rules concerning payment of such claims. By submitting an invoice, Contractor represents to JCS that the monitor units being billed are in compliance with section 4 of this document. All payments will be sent directly to the LCCS Administrative Office (State assigned Vendor I/3 # 00003047303) at 1240 26<sup>th</sup> Avenue S.W., Cedar Rapids, Iowa 52404.

SIXTH JUDICIAL DISTRICT JUVENILE COURT SERVICES

By: \_\_\_\_\_  
Christopher Wyatt  
Chief Juvenile Court Officer

\_\_\_\_\_ Date

LINN COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Ben Rogers  
Board of Supervisors Chair

\_\_\_\_\_ Date

## **First Amendment to the SOLO In-Home Day Treatment Services Contract**

This Amendment to Contract Number CJJP-22-6-001 is effective as of July 1, 2022, between the Juvenile Court Services for the 6th Judicial District of Iowa (JCS) or (Agency), and Linn County (Contractor).

### **Section 1: Amendment to Contract Language**

The Contract is amended as follows:

**Revision 1. Contract Duration.** The Contract is hereby extended from July 1, 2022, through June 30, 2023.

**Revision 2. Section 1.3.4.1 Pricing, Pricing.** The maximum amount the Contractor will be compensated is hereby amended to \$414,739.00 for the entire term of the Contract.

**Revision 3. Section 1.3.4.1, Payment Table.** Contract payments are amended as follows:

| <u><b>Payment Table</b></u>     |                                    |
|---------------------------------|------------------------------------|
| <u><b>Contract Duration</b></u> | <u><b>Amount Not to Exceed</b></u> |
| <b>07/01/22 - 06/30/23</b>      | <b>\$204,102.00</b>                |
| <b>07/01/23 - 06/30/24</b>      | <b>\$45,000.00</b>                 |

**Note:** continued payment for any contract extension years is contingent upon extension of the Contract.

**Revision 4. Section 1.3.4.1 Pricing is hereby deleted in its entirety and replaced as follows:**

1) For the Contract period of July 1, 2022 to June 30, 2023:

(i) \$1.13 per billable Solo services unit will be paid for the Johnson County program. \$1.16 per billable Solo services unit will be paid for the Benton, Iowa and Tama County program.

(ii) A billable unit is defined as one (1) minute of work.

(iii) Up to 15 hours of training shall be paid by JCS for the professional development of the Solo service providers. This rate will appear on the invoice as training and will be billed at the same rate as providing the Solo services.

2) The maximum JCS will pay Contractor is \$204,102.00 for the contract year. Contractor shall be paid from monthly invoices.

3) JCS will not pay Contractor for services in excess of these limits. JCS will establish maximum monthly and yearly payment limits for subsequent years of the contract by contract amendments.

4) This section does not guarantee Contractor a specific rate of utilization under the contract.

**Revision 5. Federal Funds.** The following federal funds information is provided

|                                                                                             |                                                                                                    |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Contract Payments include Federal Funds?</b> Yes                                         |                                                                                                    |
| <b>The contractor for federal reporting purposes under this contract is a:</b> Subrecipient |                                                                                                    |
| <b>UEI#:</b> TQ9YTRHJ1JW1                                                                   |                                                                                                    |
| <b>The Name of the Pass-Through Entity:</b> Iowa Department of Human Services               |                                                                                                    |
| <b>CFDA #:</b> 16.540                                                                       | <b>Federal Awarding Agency Name:</b> Office of Juvenile Justice and Delinquency Prevention (OJJDP) |
| <b>Grant Name:</b> 06JD20-21F                                                               |                                                                                                    |
| <b>CFDA #:</b> 16.540                                                                       | <b>Federal Awarding Agency Name:</b> Office of Juvenile Justice and Delinquency Prevention (OJJDP) |
| <b>Grant Name:</b> 06JD21-22F                                                               |                                                                                                    |

**Section 2: Ratification & Authorization**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

**Section 3: Execution**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

| <b>Juvenile Court Services, 6th Judicial District of Iowa</b>           |       | <b>Linn County</b>                                          |       |
|-------------------------------------------------------------------------|-------|-------------------------------------------------------------|-------|
| Signature of Authorized Representative:                                 | Date: | Signature of Authorized Representative:                     | Date: |
|                                                                         |       |                                                             |       |
| Printed Name: <b>Christopher L. Wyatt, Chief Juvenile Court Officer</b> |       | Printed Name: <b>Ben Rogers, Board of Supervisors Chair</b> |       |

**LINN COUNTY JUVENILE DETENTION  
MEDICAL DIRECTOR SERVICE AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Linn County, Iowa, (hereinafter referred to as "County") and Robert Braksiek, M.D., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed Medical Director of the Linn County Juvenile Detention Center, Linn County, Iowa, (hereinafter referred to as "Medical Director").

**WITNESSETH, IN CONSIDERATION** of the mutual undertakings and agreements hereinafter set forth, County and Medical Director agree as follows:

**I. MEDICAL DIRECTOR SHALL:**

1. Serve as the Medical Director for medical nursing staff and provide continuing medical education to nursing staff relative to pertinent health care topics affecting the inmate population.
2. Determine the needs and exercise the final medical judgment regarding health care delivery to inmates at the Linn County Juvenile Detention Center.
3. Review treatment recommendations of other health care providers regarding inmates, and approve all prescription and non-prescription medications entering the Linn County Juvenile Detention Center.
4. Annually review and validate medical protocols, policies and procedures of the Linn County Juvenile Detention Center.
5. Review and suggest modifications to such protocols, policies and procedures as necessary to maintain the appropriate level of medical care for inmates.
6. Provide telephone/text/email consultation as necessary between 9am and 5pm daily.
7. Provide 1 onsite visits per month.
8. Maintain the appropriate licensing required to practice medicine in the State of Iowa.
9. Maintain own medical malpractice and medical director insurance.

10. The Medical Director shall indemnify and hold Linn County Juvenile Detention and Linn County, Iowa harmless from and against any and all losses, liabilities, and damages incurred by the medical Director during the performance of their contractual duties

## **II. LINN COUNTY SHALL:**

1. Compensate Medical Director annually at the rate of \$28,138, paid in monthly installments of \$2,344.83. The above compensation is provided in exchange for the time, expertise and medical services provided by the Medical Director at the Linn County Juvenile Detention Center.
2. Compensate Medical Director at the rate of \$ 250 per hour for visits in excess of 1 visit/month.

## **III. ADMINISTRATION:**

1. This agreement recognizes that Medical Director is an independent contractor and is not an employee of Linn County, Iowa, or the Linn County Juvenile Detention Center for any purpose. Nothing in this contract constitutes an employment relationship between the Medical Director and the Linn County Juvenile Detention Center or Linn County, Iowa. The Medical Director is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Linn County, Iowa. Nothing in this contract prevents the Medical Director from working with other entities during the length of this agreement
2. The Medical Director shall not exercise direct supervision over Linn County Juvenile Detention Health Care staff or officials.
3. The existence and subject matter of all policies and procedures for delivery of health care at the Linn County Juvenile Detention Center as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Juvenile Detention Center.
4. No portion of this Agreement shall be assigned without the prior written consent of the other party, and any attempt to make any such assignment without such consent shall be null and void.
5. The Medical Director and Linn County Juvenile Detention Center acknowledge and agree that both parties are prohibited from denying services within this contract based on race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or handicap status.

**IV. TERM OF THIS AGREEMENT:**

1. This agreement shall commence on July 1<sup>st</sup>, 2022, and shall be in effect until June 30<sup>th</sup>, 2023.
2. The parties may terminate this agreement without penalty upon service of written notice at least ninety (90) days before the effective date of said termination.

**IN WITNESS WHEREOF**, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**Robert Braksiek, M.D.**                      **Date**  
**Medical Director**

\_\_\_\_\_  
**Chairperson**                      **Date**  
**Linn County Board of Supervisors**

**Medical Director Service Agreement**



## **GRANT AGREEMENT**

### **AN AGREEMENT WITH NEWBO CITY MARKET FOR EXPANDING THE HATCHERY FOR ENTREPRENEURSHIP EQUITY PROJECT**

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This agreement, entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between Linn County, Iowa, hereinafter referred to as the COUNTY and NewBo City Market referred to as NEWBO CITY MARKET. This funding is provided by American Rescue Plan Act federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury on May 19, 2021.

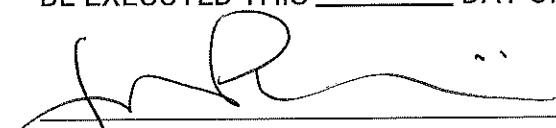
In order to accomplish the objectives of the American Rescue Plan Act (ARPA) to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, the COUNTY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

1. The COUNTY will pay NEWBO CITY MARKET an amount not to exceed \$100,000. The funds will be disbursed in one lump-sum payment of \$100,000.
2. In exchange for payment received, NEWBO CITY MARKET agrees to provide the COUNTY quarterly reporting on expenditures and obligations made with ARPA funds and annual reporting on the small business economic impact NEWBO CITY MARKET has provided to the Linn County community and progress NEWBO CITY MARKET has made to Expanding the Hatchery for Entrepreneurship Equity. A timeline for quarterly reporting is attached as Exhibit A.
3. The terms of this service agreement shall begin upon the execution of this contract by the Chief Elected Official (Chair of the Linn County Board of Supervisors). Agreement shall terminate upon the exhaustion of ARPA funds by NEWBO CITY MARKET. Agreement will terminate no later than 12/31/2026.
4. The COUNTY may terminate this agreement at any time by giving notice by certified mail to NEWBO CITY MARKET.
5. If for any reason NEWBO CITY MARKET is unable to meet the terms as agreed upon above NEWBO CITY MARKET shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.



6. NEWBO CITY MARKET may terminate this agreement by giving a 21-day notice by certified mail to the COUNTY.
7. NEWBO CITY MARKET's obligation and duties under this Agreement shall not be assigned without the permission of the COUNTY.
8. NEWBO CITY MARKET shall hold harmless the COUNTY for any injury or damage caused by the acts or omissions of NEWBO CITY MARKET on employees or agents and NEWBO CITY MARKET agrees to indemnify the COUNTY for any such injury or damages.
9. Any disputes that arise between the COUNTY and NEWBO CITY MARKET would be governed by Iowa law and be litigated in Linn County.
10. This is the entire agreement between the COUNTY and NEWBO CITY MARKET.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

  
\_\_\_\_\_  
NEWBO CITY MARKET

\_\_\_\_\_  
Ben Rogers, Chair, Linn County Board of Supervisors  
CHIEF ELECTED OFFICIAL

## EXIHIBIT A

### Quarterly Reporting Timelines for Project and Expenditures Reports

| Year | Quarter | Period Covered          | Due Date         |
|------|---------|-------------------------|------------------|
| 2021 | 4       | October 1 - December 31 | January 15, 2022 |
| 2022 | 1       | January 1 - March 31    | April 15, 2022   |
| 2022 | 2       | April 1 - June 30       | July 15, 2022    |
| 2022 | 3       | July 1 - September 30   | October 15, 2022 |
| 2022 | 4       | October 1 - December 31 | January 15, 2023 |
| 2023 | 1       | January 1 - March 31    | April 15, 2023   |
| 2023 | 2       | April 1 - June 30       | July 15, 2023    |
| 2023 | 3       | July 1 - September 30   | October 15, 2023 |
| 2023 | 4       | October 1 - December 31 | January 15, 2024 |
| 2024 | 1       | January 1 - March 31    | April 15, 2024   |
| 2024 | 2       | April 1 - June 30       | July 15, 2024    |
| 2024 | 3       | July 1 - September 30   | October 15, 2024 |
| 2024 | 4       | October 1 - December 31 | January 15, 2025 |
| 2025 | 1       | January 1 - March 31    | April 15, 2025   |
| 2025 | 2       | April 1 - June 30       | July 15, 2025    |
| 2025 | 3       | July 1 - September 30   | October 15, 2025 |
| 2025 | 4       | October 1 - December 31 | January 15, 2026 |
| 2026 | 1       | January 1 - March 31    | April 15, 2026   |
| 2026 | 2       | April 1 - June 30       | July 15, 2026    |
| 2026 | 3       | July 1 - September 30   | October 15, 2026 |
| 2026 | 4       | October 1 - December 31 | January 15, 2027 |

### ARPA SUBAWARD AGREEMENT

**Federal Awarding Agency:** U.S. Department of the Treasury

**Federal Award Number:** SLFRP0336

**Assistance Listing (CFDA):** 21.027 Coronavirus State and Local Fiscal Recovery Fund

**Federal Award Date:** May 19, 2021

**Subaward Number:** ARPA2022-002

|                                                                                                                       |                                         |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>Pass-Through Entity (PTE):</b>                                                                                     | <b>Subrecipient:</b>                    |
| Linn County, Iowa                                                                                                     | Boys & Girls Clubs of Cedar Rapids      |
| 935 2 <sup>nd</sup> Street SW                                                                                         | 420 6 <sup>TH</sup> Street SE Suite 240 |
| Cedar Rapids, IA                                                                                                      | Cedar Rapids, Iowa 52401                |
|                                                                                                                       | <b>UEI #: HVY7Q2L46QE3</b>              |
| <b>Subaward Budget Period</b> Start date: 5/1/2022 End date: 8/31/2023                                                |                                         |
| <b>Period of Performance</b> Start date: 5/1/2022 End date: 8/31/2023                                                 |                                         |
| <b>Amount of federal funds obligated by this action:</b> \$750,500.00                                                 |                                         |
| <b>Total amount of the federal funds obligated to the Subrecipient:</b> \$750,500.00                                  |                                         |
| <b>Total amount of the federal funds committed to the Subrecipient:</b> \$750,500.00                                  |                                         |
| <b>Project Title:</b> Boys & Girls Clubs of the Corridor Unlocking the Future                                         |                                         |
| <b>Is Project for Research &amp; Development?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                         |

#### **1. Purpose.**

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to Boys & Girls Clubs of Cedar Rapids ("Subrecipient") for Furniture, Fixtures & Equipment at a new Boys & Girls Clubs of the Corridor facility on the Southeast side of Cedar Rapids.

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit*

*Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

**2. Term of Agreement.**

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) December 31, 2024.

**3. Grant Funding.**

The Subrecipient shall use the Subaward solely for purchase, delivery, and installation of; furniture, fixtures, and equipment for the new Boys and Girls Club facility to be constructed in the Wellington Heights Neighborhood at the corner of 17<sup>th</sup> Street and Washington Avenue Southeast in Cedar Rapids, Iowa.

The County agrees to provide up to \$750,500.00 to the Subrecipient from the County's share of its ARPA allotment, to be for furniture, fixtures, and equipment needed to run daily programming of the Boys & Girls Club of the Corridor. The County shall pay the Grant Funds to the Subrecipient on a reimbursement of expenses method. All funds to be exhausted by December 31, 2024.

**4. Reporting and Invoicing.**

The Subrecipient shall submit quarterly reports to account for performance and expenditure of funds to the County. Requests for the required information for these reports will be emailed to the Subrecipient and will be required to be completed on a quarterly basis thereafter. Due dates for the quarterly reports are available in Exhibit A. Requests for grant reimbursements may be submitted on a monthly or quarterly basis.

Invoices and reports shall be submitted to:

Linn County Finance & Budget  
Attn: Sonia Evans, Senior Accountant  
935 2<sup>nd</sup> Street SW  
Cedar Rapids, IA 52404  
[Sonia.evans@linncountyiowa.gov](mailto:Sonia.evans@linncountyiowa.gov)

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in EXHIBIT A and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the U.S. Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

*"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."*

#### **5. Monitoring.**

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower-level subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

#### **6. Maintenance of Records.**

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

#### **7. Closeout.**

The close-out report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and

equipment as required herein, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

#### **8. Events of Default.**

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement;
- b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement
- c. Failure to comply with applicable federal, state and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
- d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information
- e. Engaging in conduct that has or may expose the other Party to liability

#### **9. Notice of Default.**

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outline in paragraph 9, either concurrently or consecutively.

#### **10. Remedies.**

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance;
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question
- b. Temporarily withhold cash payment pending correction of the deficiencies

- c. Disallow all or part of the cost of the activity or action not in compliance
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

#### **11. Termination.**

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

#### **12. Procurement.**

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

The Subrecipient agrees to incorporate provisions of this Agreement into subsequent contracts and agreements to as outlined in EXHIBIT B.

#### **13. Conflicts of Interest.**

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement

**14. Modification.**

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged or terminated, except in writing with the consent of both parties.

**15. Counterparts.**

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

**16. Notices**

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

**17. Defense and Indemnification.**

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

**18. Severability.**

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

**19. Status of Subrecipient.**

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be

responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

**20. Assignment.**

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

**21. Entire Agreement.**

This agreement constitutes the entire agreement between the parties for the Boys & Girls Clubs of the Corridor - Unlocking the Future project and shall be binding upon true successors and assignees of the parties to this agreement.

**22. Compliance with Applicable Laws and Regulations.**

The Subrecipient declares that to its best knowledge, it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Section 501;
- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- i. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **23. Publications.**

Subrecipient agrees that any publications produced with funds from this award must display the following language:

*"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."*

#### **24. Protections for Whistleblowers.**

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

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

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

#### **25. Seat Belt Use.**

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

#### **26. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

#### **27. Certification Regarding Government-Wide Restrictions on Lobbying.**

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

#### **28. Eligibility.**

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at <https://www.sam.gov/>.

#### **29. Acknowledgements.**

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

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF SUPERVISORS

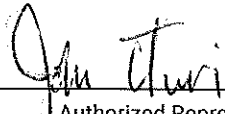
LINN COUNTY, IOWA

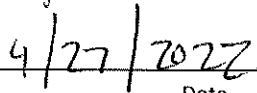
\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

SUBRECIPIENT:

BOYS & GIRLS CLUBS OF CEDAR RAPIDS

  
\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Date

## EXIHIBIT A

### Statement of Work

The Subrecipient shall use the Subaward for the purchase, delivery, and installation of; furniture, fixtures, and equipment for the new Boys and Girls Club facility to be constructed in the Wellington Heights Neighborhood at the corner of 17<sup>th</sup> Street and Washington Avenue Southeast. The program will report to Linn County on a quarterly basis.

### Quarterly Reporting Timelines for Project and Expenditures Reports

| Year | Quarter | Period Covered          | Due Date         |
|------|---------|-------------------------|------------------|
| 2021 | 4       | October 1 - December 31 | January 15, 2022 |
| 2022 | 1       | January 1 - March 31    | April 15, 2022   |
| 2022 | 2       | April 1 - June 30       | July 15, 2022    |
| 2022 | 3       | July 1 - September 30   | October 15, 2022 |
| 2022 | 4       | October 1 - December 31 | January 15, 2023 |
| 2023 | 1       | January 1 - March 31    | April 15, 2023   |
| 2023 | 2       | April 1 - June 30       | July 15, 2023    |
| 2023 | 3       | July 1 - September 30   | October 15, 2023 |
| 2023 | 4       | October 1 - December 31 | January 15, 2024 |
| 2024 | 1       | January 1 - March 31    | April 15, 2024   |
| 2024 | 2       | April 1 - June 30       | July 15, 2024    |
| 2024 | 3       | July 1 - September 30   | October 15, 2024 |
| 2024 | 4       | October 1 - December 31 | January 15, 2025 |
| 2025 | 1       | January 1 - March 31    | April 15, 2025   |
| 2025 | 2       | April 1 - June 30       | July 15, 2025    |
| 2025 | 3       | July 1 - September 30   | October 15, 2025 |
| 2025 | 4       | October 1 - December 31 | January 15, 2026 |
| 2026 | 1       | January 1 - March 31    | April 15, 2026   |
| 2026 | 2       | April 1 - June 30       | July 15, 2026    |
| 2026 | 3       | July 1 - September 30   | October 15, 2026 |
| 2026 | 4       | October 1 - December 31 | January 15, 2027 |

## EXHIBIT B

### Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2011).

#### **1. Compliance with Applicable Laws and Regulations.**

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. *Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;*
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

## **2. Publications.**

Recipient agrees that any publications produced with funds from this award must display the following language:

*"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."*

## **3. Protections for Whistleblowers.**

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

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

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

**4. Certification Regarding Government-Wide Restrictions on Lobbying.**

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

## **ARPA SUBAWARD AGREEMENT**

**Federal Awarding Agency:** U.S. Department of the Treasury

**Federal Award Number:** SLFRP0336

**Assistance Listing (CFDA):** 21.027 Coronavirus State and Local Fiscal Recovery Fund

**Federal Award Date:** May 19, 2021

**Subaward Number:** ARPA2022-008

|                                                                                                                       |                                 |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>Pass-Through Entity (PTE):</b>                                                                                     | <b>Subrecipient:</b>            |
| Linn County, Iowa                                                                                                     | Feed Iowa First                 |
| 935 2 <sup>nd</sup> Street SW                                                                                         | 1506 10 <sup>th</sup> Street SE |
| Cedar Rapids, IA                                                                                                      | Cedar Rapids, IA 52401          |
|                                                                                                                       | <b>UEI #: TX6ZJ7QBJEL3</b>      |
| <b>Subaward Budget Period</b> Start date: 4/1/2022 End date: 12/31/2024                                               |                                 |
| <b>Period of Performance</b> Start date: 4/1/2022 End date: 12/31/2024                                                |                                 |
| <b>Amount of federal funds obligated by this action:</b> \$100,000.00                                                 |                                 |
| <b>Total amount of the federal funds obligated to the Subrecipient:</b> \$100,000.00                                  |                                 |
| <b>Total amount of the federal funds committed to the Subrecipient:</b> \$100,000.00                                  |                                 |
| <b>Project Title:</b> Feed Iowa First – Expanding Land Access & Increasing Local Food Production                      |                                 |
| <b>Is Project for Research &amp; Development?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                 |

### **1. Purpose.**

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to Feed Iowa First ("Subrecipient") for Expanding Land Access & Increasing Local Food Production at the Wanatee Farm Project .

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit*

*Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the “Uniform Guidance.”

## **2. Term of Agreement.**

This Agreement shall be effective upon full execution by the Parties (the “Effective Date”) and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) December 31, 2024.

## **3. Grant Funding.**

The Subrecipient shall use the Subaward solely for infrastructural costs related to an agricultural well, fencing, gravel entry drive, storage structure, operational and administrative costs.

The County agrees to provide up to \$100,000.00 to the Subrecipient from the County’s share of its ARPA allotment, to be used for the Expanding Land Access & Increasing Local Food Production. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method. All funds to be exhausted by December 31, 2024.

## **4. Reporting and Invoicing.**

The Subrecipient shall submit quarterly reports to account for performance and expenditure of funds to the County. Requests for the required information for these reports will be emailed to the Subrecipient and will be required to be completed on a quarterly basis thereafter. Due dates for the quarterly reports are available in Exhibit A.

Invoices and reports shall be submitted to:

Linn County Finance & Budget  
Attn: Sonia Evans, Senior Accountant  
935 2<sup>nd</sup> Street SW  
Cedar Rapids, IA 52404  
[Sonia.evans@linncountyiowa.gov](mailto:Sonia.evans@linncountyiowa.gov)

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in EXHIBIT A & A1 and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the U.S. Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

*"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."*

## **5. Monitoring.**

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower-level subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

## **6. Maintenance of Records.**

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

## **7. Closeout.**

The close-out report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as required herein, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has

control over ARPA funds. The County will close-out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

#### **8. Events of Default.**

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement;
- b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement
- c. Failure to comply with applicable federal, state and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
- d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information
- e. Engaging in conduct that has or may expose the other Party to liability

#### **9. Notice of Default.**

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outline in paragraph 9, either concurrently or consecutively.

#### **10. Remedies.**

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance;
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question
- b. Temporarily withhold cash payment pending correction of the deficiencies
- c. Disallow all or part of the cost of the activity or action not in compliance

- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

#### **11. Termination.**

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

#### **12. Procurement.**

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

The Subrecipient agrees to incorporate provisions of this Agreement into subsequent contracts and agreements to as outlined in EXHIBIT B.

#### **13. Conflicts of Interest.**

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement

#### **14. Modification.**

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged or terminated, except in writing with the consent of both parties.

#### **15. Counterparts.**

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

#### **16. Notices**

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

#### **17. Defense and Indemnification.**

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

#### **18. Severability.**

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

#### **19. Status of Subrecipient.**

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be

responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

**20. Assignment.**

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

**21. Entire Agreement.**

This agreement constitutes the entire agreement between the parties for Expanding Land Access & Increasing Local Food Production and shall be binding upon true successors and assignees of the parties to this agreement.

**22. Compliance with Applicable Laws and Regulations.**

The Subrecipient declares that to its best knowledge, it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Section 501;
- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- i. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **23. Publications.**

Subrecipient agrees that any publications produced with funds from this award must display the following language:

*"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."*

#### **24. Protections for Whistleblowers.**

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

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

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

#### **25. Seat Belt Use.**

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

#### **26. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

#### **27. Certification Regarding Government-Wide Restrictions on Lobbying.**

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

## **28. Eligibility.**

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at <https://www.sam.gov/>.

## **29. Acknowledgements.**

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

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this 2 day of MAY, 2022.

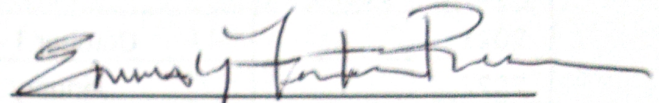
BOARD OF SUPERVISORS

SUBRECIPIENT:

LINN COUNTY, IOWA

FEED IOWA FIRST

\_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

MAY 02, 2022  
\_\_\_\_\_  
Date

## EXHIBIT A

### Statement of Work

Feed Iowa First will expand land access and increase local food production by securing a water source for food crops, install fencing, construct a storage building and install a gravel drive entrance. The program will operate and follow the attached budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

### Quarterly Reporting Timelines for Project and Expenditures Reports

| Year | Quarter | Period Covered          | Due Date         |
|------|---------|-------------------------|------------------|
| 2021 | 4       | October 1 - December 31 | January 15, 2022 |
| 2022 | 1       | January 1 - March 31    | April 15, 2022   |
| 2022 | 2       | April 1 - June 30       | July 15, 2022    |
| 2022 | 3       | July 1 - September 30   | October 15, 2022 |
| 2022 | 4       | October 1 - December 31 | January 15, 2023 |
| 2023 | 1       | January 1 - March 31    | April 15, 2023   |
| 2023 | 2       | April 1 - June 30       | July 15, 2023    |
| 2023 | 3       | July 1 - September 30   | October 15, 2023 |
| 2023 | 4       | October 1 - December 31 | January 15, 2024 |
| 2024 | 1       | January 1 - March 31    | April 15, 2024   |
| 2024 | 2       | April 1 - June 30       | July 15, 2024    |
| 2024 | 3       | July 1 - September 30   | October 15, 2024 |
| 2024 | 4       | October 1 - December 31 | January 15, 2025 |
| 2025 | 1       | January 1 - March 31    | April 15, 2025   |
| 2025 | 2       | April 1 - June 30       | July 15, 2025    |
| 2025 | 3       | July 1 - September 30   | October 15, 2025 |
| 2025 | 4       | October 1 - December 31 | January 15, 2026 |
| 2026 | 1       | January 1 - March 31    | April 15, 2026   |
| 2026 | 2       | April 1 - June 30       | July 15, 2026    |
| 2026 | 3       | July 1 - September 30   | October 15, 2026 |
| 2026 | 4       | October 1 - December 31 | January 15, 2027 |

**ARPA Land Access Revised Budget for the Wanatee Farm Project****Infrastructural Costs**

|                                                             |    |           |
|-------------------------------------------------------------|----|-----------|
| Agriculture Well (drilling, hydrant system, electrical pull | \$ | 45,000.00 |
| Alliant Electrical Pole                                     | \$ | 1,000.00  |
| Fence, Gates, Trellis                                       | \$ | 12,000.00 |
| Entry Drive Gravel                                          | \$ | 6,000.00  |
| Equipment Storage Structure                                 |    | 20,000    |

**Operational Costs**

|                         |    |           |
|-------------------------|----|-----------|
| Permits and Tool Rental | \$ | 1,000.00  |
| Farm Implements         | \$ | 5,000.00  |
| Administrative          | \$ | 10,000.00 |

|              |           |                   |
|--------------|-----------|-------------------|
| <b>Total</b> | <b>\$</b> | <b>100,000.00</b> |
|--------------|-----------|-------------------|

**Reference**

Well Quote Breakdown From Midway

|                           |       |
|---------------------------|-------|
| Gingrich - Drill          | 13500 |
| Well, 5HP pump, pit       | 16000 |
| Hydrants 12               | 2600  |
| Line 900 ft /\$8.00 ln.ft | 7200  |
| Electrical pull           | TBD   |

\*Quote in March, Prices going up about 1K per month due to supplies

## EXHIBIT B

### Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2011).

#### **1. Compliance with Applicable Laws and Regulations.**

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. *Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;*
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

## **2. Publications.**

Recipient agrees that any publications produced with funds from this award must display the following language:

*"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."*

## **3. Protections for Whistleblowers.**

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

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

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

**4. Certification Regarding Government-Wide Restrictions on Lobbying.**

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

**LINN COUNTY  
1888 COUNTY HOME ROAD  
MARION, IOWA 52302**

**APPLICATION TO  
"ADOPT-A-ROADSIDE"**

| FOR OFFICE USE ONLY                 |                                             |
|-------------------------------------|---------------------------------------------|
| Permit Number _____                 |                                             |
| County Road Name _____              |                                             |
| <input type="checkbox"/> NEW        | <input checked="" type="checkbox"/> RENEWAL |
| <input type="checkbox"/> GIS# _____ |                                             |

**TO BE COMPLETED BY SPONSOR  
PLEASE PRINT CLEARLY**

**American Heritage Girls Troop**

Name of Sponsor (Organization, Group or Individual)

Signature of Contact Person Melina Schechinger

3306 Wubbens Rd, Toddville, IA 52341

Mailing Address (Street, P.O. Box, City, State, Zip Code)

Telephone Number 319-350-9533 E-Mail Address melissaschechinger@melissa-schee@hotmail.com

The proposed work is located on N. 10th Street Road  
from County Home Road to Shamrock Woods

Approval is hereby requested to enter within the County Road right of way to perform the following described work (check all that apply):

☒ Litter removal      ☐ Enhancement Planting\*      ☐ Other (describe) \_\_\_\_\_

\*A sketch noting the quantity, location, and species must be attached to this application prior to Department granting approval.

---

**AGREEMENTS:**

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

1. This application shall have been approved prior to Sponsor(s) beginning any operations as requested herein.
2. Sponsor(s) agree to indemnify and hold harmless Linn County, its Board of Supervisors, officers and employees from all liability, judgment, costs, expenses and claims growing out of damages, or alleged damages of any nature whatsoever to any person, property or third party arising out of the performance or nonperformance of said work.
3. No vehicles, equipment or materials are to be stored within the right of way. A vehicle may be allowed to be parked on the shoulder during times of litter pick up.
4. Right of way markers, signs and land monuments shall not be removed, altered or damaged.
5. This permit shall be subject to any laws now in effect or any laws which may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies.
6. The Sponsor(s) agrees to give Linn County forty-eight hours notice of intention to start operations. Notification shall be given to the Secondary Road Department, 1944 County Home Road, Marion, Iowa 52302, work phone number Monday through Friday 7:00 A.M. to 3:30 P.M. 892-6400.
7. Access to the work site will, where possible, be obtained from private property or other roadways and not from the traveled portion of the hard surfaced roadway.

8. The Sponsor(s) shall carry on the work as required and authorized by this agreement with serious regard to the safety of the traveling public, adjacent property owners and volunteers or employees of the Sponsor(s).
9. The Sponsor(s) acknowledges that all personnel involved in this project are initiators and volunteers directed by the Sponsor(s) and that the Sponsor(s) accept full responsibility for any injuries or damages sustained by or caused by such personnel. The Sponsor(s) acknowledges that they or their volunteers are in no way considered to be employees of the Linn County Board of Supervisors or the Linn County Secondary Road Department.

The Sponsor(s) and the Department further agree to the following terms and conditions of this agreement.

**SPONSOR'S ADDITIONAL RESPONSIBILITY:**

To perform the work specified in a satisfactory, safe and professional manner.

To provide adult supervision at the work site when volunteers or employees are 14 years of age or younger.

To obtain required supplies and materials as may be needed from the Secondary Road Department to carry out this agreement, during regular business hours, Monday through Friday 7:00 A.M. to 3:30 P.M.

To put in place traffic control signs at all times when the Sponsor(s) is doing work near the roadway and remove only when the work has been completed.

To place all trash bags used during collection of litter, adjacent to the Adopt-A-Roadway signs (if applicable), or at the ends of adopted sections, for pickup and disposal by the Department.

To plant all right of way harvested seed on either County road rights of way or other public grounds as approved.

To return all unused materials and supplies furnished by the Secondary Road Department, to the Main Shop within one week after the activity is completed.

**DEPARTMENT'S RESPONSIBILITIES:**

To erect a sign at each end of the adopted section with the Sponsor(s) name or acronym displayed (if requested).

To provide reflective vests, trash bags, safety literature, and other related materials, to the Sponsor(s).

To remove trash bags used for litter pickup by Sponsor(s).

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

To assist in location and selection of enhancement plantings (if applicable).

**PLEASE NOTE:**

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

**FOR OFFICE USE ONLY**

This agreement shall remain in force from April 1, 20 22 until April 1, 20 24. If this agreement includes litter removal the Sponsor agrees to pickup litter \_\_\_\_\_ (times) per year.

**DEPARTMENT OF SECONDARY ROADS APPROVAL**

Recommended for Approval [Signature]  
Linn County Engineer

**FOR OFFICE USE ONLY**

Date April 27, 20 22

Approved \_\_\_\_\_  
Linn County Board of Supervisors

Date \_\_\_\_\_, 20\_\_\_\_



Linn County, Iowa

Linn County, Iowa Engineering Infrastructure

Date Printed: 4/1/2020 7:06:58 AM



0 900 1,800 Feet  
1 inch = 1,858 feet

© The County, Inc.  
The County makes no warranties  
from this map or any data or information  
without limitation, any use of this map or  
information or data for a  
particular purpose, in no event shall  
the County be liable for loss or any  
consequential or incidental damages  
caused by the use of this map.

Linn County GIS Division  
1240 26th Ave SE  
Order Dept: 515 324-0100  
GIS: 515 324-0100



**LINN COUNTY  
1888 COUNTY HOME ROAD  
MARION, IOWA 52302**

**APPLICATION TO  
"ADOPT-A-ROADSIDE"**

**TO BE COMPLETED BY SPONSOR  
PLEASE PRINT CLEARLY**

| FOR OFFICE USE ONLY          |                                  |                                     |
|------------------------------|----------------------------------|-------------------------------------|
| Permit Number _____          |                                  |                                     |
| County Road Name _____       |                                  |                                     |
| <input type="checkbox"/> NEW | <input type="checkbox"/> RENEWAL | <input type="checkbox"/> GIS# _____ |

Ely Public Library  
Name of Sponsor (Organization, Group or Individual)  
Signature of Contact Person Sara Sellon  
1595 Dows St P.O Box 249 Ely, IA 52227  
Mailing Address (Street, P.O. Box, City, State, Zip Code)  
Telephone Number 319-848-7616 E-Mail Address sselloneely.lib.ia.us

The proposed work is located on Ely Road (County areas only) Road  
from Wright Brothers Blvd to Seven Sisters Rd

Approval is hereby requested to enter within the County Road right of way to perform the following described work (check all that apply):

X Litter removal      \_\_\_\_\_ Enhancement Planting\*      \_\_\_\_\_ Other      (describe) **Assist with the**

**maintenance of the existing native planting completed by Linn County**

\*A sketch noting the quantity, location, and species must be attached to this application prior to Department granting approval.

---

**AGREEMENTS:**

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

1. This application shall have been approved prior to Sponsor(s) beginning any operations as requested herein.
2. Sponsor(s) agree to indemnify and hold harmless Linn County, its Board of Supervisors, officers and employees from all liability, judgment, costs, expenses and claims growing out of damages, or alleged damages of any nature whatsoever to any person, property or third party arising out of the performance or nonperformance of said work.
3. No vehicles, equipment or materials are to be stored within the right of way. A vehicle may be allowed to be parked on the shoulder during times of litter pick up.
4. Right of way markers, signs and land monuments shall not be removed, altered or damaged.
5. This permit shall be subject to any laws now in effect or any laws which may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies.
6. The Sponsor(s) agrees to give Linn County forty-eight hours notice of intention to start operations. Notification shall be given to the Secondary Road Department, 1944 County Home Road, Marion, Iowa 52302, work phone number Monday through Friday 7:00 A.M. to 3:30 P.M. 892-6400.

7. Access to the work site will, where possible, be obtained from private property or other roadways and not from the traveled portion of the hard surfaced roadway.
8. The Sponsor(s) shall carry on the work as required and authorized by this agreement with serious regard to the safety of the traveling public, adjacent property owners and volunteers or employees of the Sponsor(s).
9. The Sponsor(s) acknowledges that all personnel involved in this project are initiators and volunteers directed by the Sponsor(s) and that the Sponsor(s) accept full responsibility for any injuries or damages sustained by or caused by such personnel. The Sponsor(s) acknowledges that they or their volunteers are in no way considered to be employees of the Linn County Board of Supervisors or the Linn County Secondary Road Department.

The Sponsor(s) and the Department further agree to the following terms and conditions of this agreement.

**SPONSOR'S ADDITIONAL RESPONSIBILITY:**

To perform the work specified in a satisfactory, safe and professional manner.

To provide adult supervision at the work site when volunteers or employees are 14 years of age or younger.

To obtain required supplies and materials as may be needed from the Secondary Road Department to carry out this agreement, during regular business hours, Monday through Friday 7:00 A.M. to 3:30 P.M.

To put in place traffic control signs at all times when the Sponsor(s) is doing work near the roadway and remove only when the work has been completed.

To place all trash bags used during collection of litter, adjacent to the Adopt-A-Roadway signs (if applicable), or at the ends of adopted sections, for pickup and disposal by the Department.

To plant all right of way harvested seed on either County road rights of way or other public grounds as approved.

To return all unused materials and supplies furnished by the Secondary Road Department, to the Main Shop within one week after the activity is completed.

**DEPARTMENT'S RESPONSIBILITIES:**

To erect a sign at each end of the adopted section with the Sponsor(s) name or acronym displayed (if requested).

To provide reflective vests, trash bags, safety literature, and other related materials, to the Sponsor(s).

To remove trash bags used for litter pickup by Sponsor(s).

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

To assist in location and selection of enhancement plantings (if applicable).

**PLEASE NOTE:**

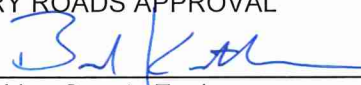
The Department reserves the right to terminate this agreement and remove Adopt-A-Roadway signs when in the sole judgment of the Department, it is found that the Sponsor(s) has not met the terms and conditions of this agreement.

**FOR OFFICE USE ONLY**

This agreement shall remain in force from April 1, 2022 until April 1, 2024. If this agreement includes litter removal the Sponsor agrees to pickup litter \_\_\_\_\_ (times) per year.

**DEPARTMENT OF SECONDARY ROADS APPROVAL**

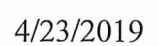
**FOR OFFICE USE ONLY**

Recommended for Approval   
Linn County Engineer

Date May 2, 2022

Approved \_\_\_\_\_  
Linn County Board of Supervisors

Date \_\_\_\_\_, 20\_\_\_\_



## **Seventh Amendment to the Community Partnership for Protecting Children (CPPC) Contract**

This Amendment to Contract Number DCAT4-19-066 is effective as of July 1, 2022, between the Iowa Department of Human Services (Agency) and Linn County Board of Supervisors (Contractor).

### **Section 1: Amendment to Contract Language**

The Contract is amended as follows:

**Revision 1. Contract Duration.** The Contract is hereby extended from July 1, 2022, through June 30, 2023.

**Revision 2. 1.1, Special Terms Definitions is hereby deleted and replaced as follows:**  
"CPPC" means Community Partnership for Protecting Children.

"Decat Board" means the Linn County Decategorization Governance Board, established under Iowa Code Section 232.188 and Iowa administrative code Chapter 153. The Decat Board is comprised of representatives of Linn County Board of Supervisors, Department of Human Services, Sixth Judicial District Juvenile Courts, in addition to other child serving agencies and community members, and is responsible for the management of funds allocated to the Linn County Decategorization.

"Key Strategies" means the strategies that form the framework of CPPC implementation, including Shared Decision Making, Individualized Course of Action, Neighborhood and Community Networking, and Policy and Practice Change.

**Revision 3. 1.3.1 Deliverables, 7. through 19., are hereby deleted.**

**Revision 4. 1.3.2, Performance Measures, i. through n., are hereby deleted.**

**Revision 5. 1.3.4.7, Travel Expenses, is hereby deleted and replaced as follows:**

If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>, and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

**Revision 6. 1.3.4.8, Conferences at Lodging Facilities is hereby added to the Contract:**

In accordance with Iowa Code § 80.45A(5), if the following tasks are a part of the Contractor's scope of work under this Contract, prior to either (1) procuring space or services for a conference, meeting, or banquet located at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, or (2) hosting a conference, meeting, or banquet at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, and in either case, the lodging provider must pay Iowa hotel/motel taxes, the Contractor shall verify the lodging provider is certified as having completed human trafficking prevention training on a website maintained by the Iowa Department of Public Safety. The website is currently available at <https://stopthiowa.org/certified-locations>. The Contractor shall submit proof of this certification to the Agency's contract manager with the claim for reimbursement.

**Revision 7. 1.5, Data and Security, is hereby added to the Contract:**

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire,
- or

- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks:

NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire.

1.5.4 Addressing Concerns. The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

**Revision 8. 3.1.15, Domestic preferences for procurements, is hereby added to the contract:**

3.1.15 Domestic preferences for procurements. As appropriate and to the extent consistent with law, as provided in 2 C.F.R. 200.322, Domestic Preference for Procurements, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The Contractor shall comply with 2 C.F.R. 200.322, to the extent applicable.

**Revision 9. 3.1.16, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, is hereby added to the contract:**

3.1.16 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Recipients and subrecipients, in accordance with 2 C.F.R. 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor certifies that it will comply with 2 C.F.R. 200.216, Prohibition on Certain

Telecommunications and Video Surveillance Services or Equipment, to the extent applicable.

**Revision 10. Section 1.3.4, Pricing.** The maximum amount the Contractor will be compensated is hereby amended to \$142,375.00 for the entire term of the Contract.

**Revision 11. Section 1.3.4.1, Payment Table.** Contract payments are amended as follows:

| <b><u>Payment Table</u></b>     |                                    |
|---------------------------------|------------------------------------|
| <b><u>Contract Duration</u></b> | <b><u>Amount Not to Exceed</u></b> |
| <b>07/01/22 - 06/30/23</b>      | <b>\$20,000.00</b>                 |
| <b>07/01/23 - 06/30/24</b>      | <b>\$20,000.00</b>                 |

**Note:** continued payment for any contract extension years is contingent upon extension of the Contract.

**Revision 12. Section 1.3.4.2, Payment Methodology, is deleted and replaced as follows:**

The Contractor will be paid for the services described in the Scope of Work Section, a fee not to exceed \$20,000.00 for the current contract term.

Failure to meet the performance measures will result in reduction of payment. Contractor will be reimbursed as follows:

- a) Meet 5 or more performance measures = 100% of actual expenses.
- b) Meet 4 performance measures = 90% of actual expenses.
- c) Meet less than 4 performance measures = 50% of actual expenses.

**Revision 13. Federal Funds.** The following federal funds information is provided

|                                                                                              |                                                          |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Contract Payments include Federal Funds?</b> Yes                                          |                                                          |
| <b>The contractor for federal reporting purposes under this contract is a:</b> Sub-recipient |                                                          |
| <b>UEI#:</b> TQ9YTRHJ1JW1                                                                    |                                                          |
| <b>The Name of the Pass-Through Entity:</b> Iowa Department of Human Services                |                                                          |
| <b>CFDA #:</b> 93.556                                                                        | <b>Federal Awarding Agency Name:</b> Department of Human |
| <b>Grant Name:</b> Promoting Safe and Stable Families                                        | Services/Administration of Children and Families         |

## **Section 2: Ratification & Authorization**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

## **Section 3: Execution**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are

hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

| <b>Contractor, Linn County Board of Supervisors</b> |       | <b>Agency, Iowa Department of Human Services</b> |       |
|-----------------------------------------------------|-------|--------------------------------------------------|-------|
| Signature of Authorized Representative:             | Date: | Signature of Authorized Representative:          | Date: |
| Printed Name: Ben Rogers                            |       | Printed Name: Matt Majeski                       |       |
| Title: Chair, Linn County Board of Supervisors      |       | Title: Service Area Manager                      |       |

# LINN COUNTY



## PROCLAMATION

### Mental Health Month—May 2022

**WHEREAS**, mental health is essential to everyone's overall health and well-being; and

**WHEREAS**, all Americans face challenges in life that can impact their mental health; and

**WHEREAS**, prevention is an effective way to reduce the burden of mental health conditions; and

**WHEREAS**, there are practical tools that all people can use to improve their mental health and increase resiliency; and

**WHEREAS**, mental health conditions are real and prevalent in our nation; and  
**WHEREAS**, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

**WHEREAS**, each business, school, government agency, health care provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention and treatment efforts.

**NOW, THEREFORE, BE IT PROCLAIMED** that we, the Linn County Board of Supervisors, do hereby proclaim May 2022 as **Mental Health Month** in Linn County. As the Linn County Board of Supervisors, we call upon the residents, government agencies, public and private institutions, businesses, and schools in Linn County to commit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Linn County Board of Supervisors

\_\_\_\_\_  
Chairperson



# LINN COUNTY



## PROCLAMATION

### Building Safety Month – May, 2022

**Whereas**, Linn County, Iowa is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and

**Whereas**, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of building; and

**Whereas**, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play; and

**Whereas**, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; and

**Whereas**, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, energy efficient and livable buildings that are essential to America's prosperity; and

**Whereas**, "Safety for All: Building Codes in Action," the theme for Building Safety Month 2022, encourages us all to raise awareness about planning for safe and sustainable construction; career opportunities in building safety; understanding disaster mitigation, energy conservation; and creating a safe and abundant water supply to all of our benefit; and

**Whereas**, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

**NOW, THEREFORE, BE IT PROCLAIMED** that we, the Linn County Board of Supervisors, do hereby proclaim the month of May 2022 as **Building Safety Month** and encourage our citizens to join with their communities in participation in Building Safety Month activities.

Linn County Board of Supervisors

Chairperson



To: Board of Supervisors  
From: Amy Drahos, Supervisor – Air Quality Branch  
Date: March 10, 2022

Subject: LCCO Chapter 10 Article III Update

The Air Quality Branch is updating LCCO Chapter 10 Article III to align with the Iowa Administrative Code (IAC) and correct errors.

#### FY22 LCCO Changes

- §10-54 – Updating 567 IAC Chapter 20, 22, 23, 25, 33, and 34 references
- §10-55 – Modifying or adding definitions for the following terms to align with IAC:
  - Anaerobic lagoon
  - Electronic format (NEW)
  - EPA reference method
- §10-58 (b) and (c)– Authorization to Install and Permit to operate permits
  - Updated Public Health mailing address for submission of applications
- §10-58(g)(2) – Updated Public Health mailing address for ownership change submittals
- §10-58(k) – Modify permit exemptions for further clarification or to align with IAC
  - Stationary internal combustion engines
  - Plant maintenance and upkeep activities
- §10-62(b) – Updating reference date for New Source Performance Standards (NSPS) as adopted in 567 IAC 23.1(2)
- §10-62(b)(various) – Adding or amending adoption date for source(s) subject to NSPS.
  - Kraft pulp mills
  - Sewage sludge incineration units (NEW)
- §10-62(c) – Updating reference date for emission standards for hazardous air pollutants as adopted in 567 IAC 23.1(3)
- §10-62(d) – Updating reference date for National Emission Standards for Hazardous Air Pollutants (NESHAP) as adopted in 567 IAC 23.1(4).
- §10-62(d)(various) – Adding or amending adoption date for several source categories subject to NESHAP.
  - Chemical recovery combustion sources
  - Generic MACT
  - Municipal Solid Waste Landfills
  - Plywood and Composite Wood Products
  - Organic Liquids Distribution
  - Miscellaneous Organic Chemical Manufacturing
  - Stationary Combustion Turbines
  - Lime Manufacturing Plants
  - Iron and Steel Manufacturing
  - Site remediation

- §10-63 – Clarified that burn permits can be signed by staff rather than the Air Pollution Control Officer
- §10-70(g)(1)and(2) – Amending the adoption date for test methods adopted in 567 IAC 25.1(9) and 25.2
- §10-77(2)(a) – corrected open burning section reference (10-63 from 10-65).



# BOARD OF SUPERVISORS LINN COUNTY, IOWA

|                                                                                                    |                                     |                                                                                       |                                           |
|----------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------|
| <b>Title:</b> Video Surveillance                                                                   |                                     | <b>Policy Number:</b> OP-020                                                          |                                           |
| <b>Responsible Department:</b> Board of Supervisors   Administration                               |                                     |                                                                                       |                                           |
| <b>Revision No:</b><br>01                                                                          | <b>Revision Date:</b><br>09/08/2021 | <b>Policy Effective Date:</b><br>09/08/2021                                           | <b>Expiration Date:</b><br>Until Repealed |
| <b>Initial Approval Date:</b> 10/17/2012<br><b>BOS Minutes:</b> 10/17/2012, 09/07/2021, 09/08/2021 |                                     | <b>Distribution:</b> Elected Officials, Department Heads, Employee Handbook, Intranet |                                           |

## I. PURPOSE & OBJECTIVES

The purpose of this policy is to establish procedures for the use of video surveillance devices that balance the security, safety, and other benefits derived from the use of video surveillance with the privacy rights of the individual, and to establish procedures and protocols for the installation and operation of video surveillance devices, and the management of information recorded by video surveillance devices.

## II. SCOPE

This policy applies in and on all Linn County buildings and grounds, and applies to all types of video surveillance systems, surveillance monitors, and camera recording devices that Linn County uses for surveillance purposes.

## III. EXCEPTIONS

Any surveillance system operated by the Linn County Sheriff for law enforcement purposes including, but not limited to, systems used in correctional and detention facilities, and systems used for the purpose of courthouse or courtroom security.

Any surveillance system installed in or on a motor vehicle.

This policy is not intended to address the use of video equipment for the recording of public meetings or other public events held in or on Linn County buildings and grounds.

## IV. DEFINITIONS

**Closed-Circuit Television (CCTV):** A television system in which signals are monitored primarily for surveillance and security purposes but are not publicly distributed.

**Digital Video Recorder/Network Video Recorder (DVR/NVR):** An electronic device that records video from video cameras in a digital format to a disc drive, universal serial bus (USB) drive, secure digital (SD) card, solid state drive (SSD) or other local or networked mass storage device that records video footage for distribution over an internet protocol (IP) network or for digitized storage on a video surveillance storage system.

**Video Surveillance:** A digital or analog closed-circuit television (CCTV) system used to help deter crime and to protect people and property by means of video cameras.

**Video Surveillance Device:** A camera and a digital video recorder or network video recorder (DVR/NVR) or server storage system.

**Video Surveillance System:** An appliance or appliances that enable embedded image capture capabilities that allow video images or extracted information to be compressed, stored, or transmitted (play back) over a communication network or digital link to a surveillance monitor or recorded (stored) to a digital video disc (DVD).

## **V. PROVISIONS**

### **A. Installation, Repair, and Maintenance**

1. An individual department proposing to install, modify, or expand an existing video surveillance system, or any component thereof, must submit to the Board of Supervisors a Video Surveillance Work Request Form (See Appendix A) signed by the department head or elected official managing said department. Such request must include the following:
  - a. A justification for the use of a video surveillance system based on specific security, safety, or other concerns.
  - b. A description of other measures of deterrence or detection that have been considered and rejected as ineffective.
  - c. The proposed hours of operation, and a justification for the necessity of the proposed hours of operation.
  - d. A detailed description of the space(s) proposed to be monitored by the video surveillance system. The video surveillance system shall be installed to monitor only those spaces that have been identified as requiring video surveillance.
  - e. Identification of the funding source(s) for the purchase and ongoing maintenance of the equipment.
  - f. Identification of the person(s) and/or position(s) that are proposed to have access to the information recorded by the video surveillance system.
  - g. An assessment of the effects of the proposed video surveillance system.

2. The Board of Supervisors is solely responsible for reviewing the request and approving or denying all or any part of the request. The Board of Supervisors may, at its sole discretion, request input from any department or individual it deems necessary prior to making a decision to approve or deny the request.
3. If approved, the Information Technology Department (IT) and the Facilities Department shall jointly oversee the design specifications, procurement, and installation of the video surveillance system, including cabling, mounts, and power with the assistance of any department or individual deemed necessary by the Facilities Department or IT Department. The installation is subject to applicable state and federal laws and shall adhere to the following criteria as closely as possible:
  - a. During the installation of, or repair or maintenance to an approved video surveillance system, the Facilities Department and IT Department shall have access to the live or recorded video from the system being installed, repaired, or maintained.
  - b. The ability of authorized personnel to adjust video surveillance devices shall be restricted so that unauthorized personnel cannot adjust or manipulate video surveillance devices to overlook spaces that are not intended to be covered by the video surveillance devices.
  - c. Video surveillance devices shall never monitor areas where the public and employees have an expectation of privacy including, but not limited to, restrooms or locker rooms, and individual offices for which a video surveillance system is not approved in accordance with this policy.
  - d. Reception and/or recording equipment shall be located in a controlled access area. Only authorized personnel shall have access to the controlled access area and/or the reception and recording equipment.
  - e. Every reasonable attempt should be made by authorized personnel to ensure video monitors that are part of a video surveillance system are not in a position that enables the public and/or unauthorized personnel to view the monitors.
  - f. Video surveillance systems shall not record sound unless a request to record sound is approved by the Board of Supervisors. The Board of Supervisors may, at its sole discretion, approve the recording of sound on a case-by-case basis. A request to record sound shall be included in the request to install, expand or modify a video surveillance system as described in Section V.A.1.a-g of this policy.
  - g. Upon installation of a video surveillance system, Linn County shall post signs visible to the public and employees at all entrances to the building or at the perimeter of the grounds where video surveillance devices are installed.
4. Video surveillance systems installed in or on Linn County buildings and grounds shall use DvTel software.

5. The Information Technology Department is responsible for maintenance of video surveillance systems, upgrades to software associated with video surveillance systems, and maintaining adequate server storage space to record and retain information as required by Section V.B.10 of this policy.
6. The Facilities Department is responsible for video surveillance camera repairs, modifications, and upgrades, and for adding additional video surveillance cameras.

## **B. Management of Recorded Information**

1. Information obtained from recorded information on video surveillance systems may be used for any lawful purpose.
2. Linn County employees will have access to information recorded on video surveillance systems only in accordance with this policy.
3. Unless otherwise given prior approval by the Board of Supervisors pursuant to a written request, authorized personnel may review the recorded information when an incident is suspected to have occurred and only authorized personnel, as determined by this policy, will be involved in, or have access to recorded information.
4. Viewing of recorded information is limited to the following individuals:
  - a. For video surveillance systems approved for individual departments:
    - i. The elected official or department head managing the department in which the system is located.
    - ii. The individual person(s) or position(s) approved by the Board of Supervisors to have access to recorded information pursuant to Section V.A.1.f of this policy.
    - iii. The Risk Manager
    - iv. The County Sheriff or his/her designee where a review of recorded information by the Risk Manager indicates that unlawful activity has occurred or is suspected
    - v. The County Attorney or his/her designee pursuant to Section V.B.6 of this policy
    - vi. The Facilities Manager and Assistant Facilities Manager
    - vii. The IT Director
  - b. For video surveillance systems approved for common areas, grounds and other locations not specific to one department:
    - i. The Risk Manager

- ii. The County Sheriff or the Sheriff's designee where a review of recorded information by the Risk Manager indicates that unlawful activity has occurred or is suspected
  - iii. The County Attorney or Attorney's designee pursuant to Section V.B.6 of this policy
  - iv. The Facilities Manager and Assistant Facilities Managers
  - v. The IT Director
  - vi. The County Auditor or Auditor's designee for video surveillance systems installed at the Linn County Public Service Center to monitor ballot drop boxes.
5. Access shall be allowed to law enforcement officials when pursuant to a subpoena, court order, or when otherwise required by law.
  6. The County Attorney or his/her designee will review all requests to release information recorded on security cameras in or on county property to individuals not authorized by this policy, or by the Board of Supervisors, to view recorded information and shall have access to review the recorded information to consider such requests.
  7. Personnel are prohibited from using or disseminating information from security cameras except for official purposes.
  8. The Risk Manager shall keep a log of all instances of access to and use of recorded information by individuals not authorized by this policy or by the Board of Supervisors to view recorded information.
  9. No attempt shall be made to alter any part of any recorded information.
  10. Recorded information will be retained for at least 30 days, or as storage capacity is available, except that the County Auditor's Office will retain recorded information from video surveillance cameras installed to monitor ballot drop boxes at the Linn County Public Service Center on secure storage managed by the Auditor's Office. The County Auditor's Office will retain recorded information related to non-federal elections for six (6) months, and recorded information related to federal elections for twenty-two (22) months. As new information is recorded, the oldest information will be deleted automatically.
  11. Any deviation from this policy will only occur with the explicit approval of the Board of Supervisors.

## **VI. ENFORCEMENT**

- A. The Board of Supervisors may direct the removal of any video surveillance device, or any component thereof, installed, modified, or expanded without Board approval as established in the policy.
- B. When disciplinary action is being considered, departments are advised to contact the Human Resources Department to ensure compliance with collective bargaining agreements and Linn County policies. The Human Resources Department must be informed of any disciplinary action being considered to ensure that employee rights related to compensation and benefits are protected and reasonable employee relations are maintained.

## Appendix A

### VIDEO SURVEILLANCE WORK REQUEST FORM

Date: \_\_\_\_\_

|                                                                                |
|--------------------------------------------------------------------------------|
| Department:                                                                    |
| Request for:      INSTALLATION      MODIFICATION <b>EXPANSION</b> REPAIR       |
| Project Description:                                                           |
| Project Justification/Expected Results:                                        |
| Description of other Deterrence or Detection Measures Considered:              |
| Proposed Hours of Operation and Justification:                                 |
| Detailed Description of Space Proposed to Monitor:                             |
| Identification of Funding Source for Procurement and Installation:             |
| Identification of Funding Source for Maintenance, Upgrade and Repair:          |
| Identification of Person(s) or Positions(s) Proposed to Have Access to System: |

\_\_\_\_\_  
Elected Official or Department Head Signature

|                              |
|------------------------------|
| Board of Supervisors Action: |
|------------------------------|

\_\_\_\_\_  
Board Signature