

BOARD OF SUPERVISORSDistrict 1 | **Kirsten Running-Marquardt**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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, January 25, 2023

10 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.

Reports

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of December 2022.

Resolutions

Approve Iowa Department of Natural Resources Construction Evaluation Resolution relating to the construction of a confinement feeding operation structure.

Resolution to award contract for project FM-C057(160)--55-57, a bridge replacement on Coggon Rd over Walton Creek, to Jim Schroeder Construction, Inc., in the amount of \$909,462.21 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to award contract for project FM-C057(162)--55-57, a bridge deck overlay on Boy Scouts Rd over Wapsipinicon River, to PCI Roads LLC, in the amount of \$ \$263,623.25 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to award contract for project FM-C057(163)--55-57, a bridge deck overlay on Blairs Ferry Rd over Otter Creek, to Boulder Contracting, LLC, in the amount of \$ 557,261.33 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to award contract for project BROS-C057(164)--8J-57, a Reinforced Concrete Box(RCB) Culvert - Twin on Waubeek Rd over tributary of Wapsipinicon River to Progressive Structures, LLC, , in the amount of \$ \$210,874.00 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to award contract for project STP-S-C057(165)--5E-57, a Portland Cement Concrete(PCC) Overlay on Walker Rd from Betty's Grove Rd to Troy Mills Rd to Streb Construction Co., Inc., in the amount of \$3,162,177.15 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Contract and Agreements

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and The Academy for Scholastic and Personal Success for the We're Not Playing Project in the amount of \$650,000.00.

Approve and authorize Chair to sign a Host Site Memorandum of Understanding between Green Iowa Americorps and Linn County Sustainability for 2022-2023 program year

Approve and authorize Chair to sign the Title VI Non-Discrimination Agreement between the Iowa Department of Transportation and Linn County, Iowa.

Approve and authorize Chair to sign the US Department of Transportation Standard Title VI/Non-Discrimination Assurances form.

Award bid and authorize Chair to sign contract for Calcium Chloride application for dust control to Binns & Stevens in the amount of \$709,500 for the Secondary Road Department.

Award bid and approve purchase order PO434 for Liquid Asphalt Products to Bituminous Material & Supply in the amount of \$562,650.00 for the Secondary Road Department.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Payroll Authorizations

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

Claims

Discuss and decide on claims.

Update on Linn County Mental Health Access Center

Update on Linn County Make it OK Steering Committee

Discuss and decide on 2023 Make it OK Data Collection Survey

Discuss an update on the Renewable Energy Review Committees.

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.

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence

Appointments

Closed Session

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

1:30
Formal Board Room

Review of proposed Fiscal Year 2024 budgets

Other budget discussions if necessary.

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.

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
RECEIPTS AND DISBURSEMENTS
MONTH OF DECEMBER 2022

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,535,552.00		\$ 4,132,906.50		\$ 4,132,906.50	\$ 3,535,552.00
USE TAX	\$ 2,255,598.49		\$ 2,524,124.15		\$ 2,524,124.15	\$ 2,255,598.49
SURCHARGE	\$ 19,345.00		\$ 23,000.00		\$ 23,000.00	\$ 19,345.00
AMATEUR RADIO	\$ 60.00		\$ 55.00		\$ 55.00	\$ 60.00
BLACK OUT	\$ 36,835.00		\$ 46,128.00		\$ 46,128.00	\$ 36,835.00
BREAST CANCER	\$ 30.00		\$ 60.00		\$ 60.00	\$ 30.00
BRONZE STAR	\$ 20.00		\$ 35.00		\$ 35.00	\$ 20.00
CATTLEMAN	\$ 50.00		\$ 180.00		\$ 180.00	\$ 50.00
CHOOSE LIFE	\$ 70.00		\$ 20.00		\$ 20.00	\$ 70.00
ISU	\$ 270.00		\$ 390.00		\$ 390.00	\$ 270.00
U OF I	\$ 873.00		\$ 1,123.00		\$ 1,123.00	\$ 873.00
UNI	\$ 56.00		\$ 53.00		\$ 53.00	\$ 56.00
OTHER COLLEGE PL	\$ 162.00		\$ 214.00		\$ 214.00	\$ 162.00
PERS PLATE	\$ 1,378.00		\$ 1,996.00		\$ 1,996.00	\$ 1,378.00
DECAL	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
DUCKS UNLTD	\$ 45.00		\$ 20.00		\$ 20.00	\$ 45.00
EDUCATION	\$ -		\$ 35.00		\$ 35.00	\$ -
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 6,830.49		\$ 7,831.26		\$ 7,831.26	\$ 6,830.49
FALLEN OFFICER	\$ 65.00		\$ 20.00		\$ 20.00	\$ 65.00
FIREFIGHTER	\$ 25.00		\$ 25.00		\$ 25.00	\$ 25.00
FLY OUR COLORS	\$ 398.00		\$ 215.00		\$ 215.00	\$ 398.00
GOD BLESS	\$ 55.00		\$ 95.00		\$ 95.00	\$ 55.00
GOLD STAR FAMILY	\$ -		\$ -		\$ -	\$ -
HERITAGE	\$ 30.00		\$ -		\$ -	\$ 30.00
IOWA AG LITERACY	\$ 25.00		\$ 10.00		\$ 10.00	\$ 25.00
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 25.00		\$ 45.00		\$ 45.00	\$ 25.00
MCYCLE RIDER	\$ -		\$ 30.00		\$ 30.00	\$ -
NAT'L GUARD	\$ 10.00		\$ -		\$ -	\$ 10.00
DNR	\$ 2,695.00		\$ 2,910.00		\$ 2,910.00	\$ 2,695.00
ORGAN DONOR	\$ 100.00		\$ -		\$ -	\$ 100.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 15.00		\$ 20.00		\$ 20.00	\$ 15.00

PURPLE HEART	\$ 10.00		\$ 40.00		\$ 40.00	\$ 10.00
PWD	\$ 25.00		\$ 5.00		\$ 5.00	\$ 25.00
USAF AIRFORCE	\$ 25.00		\$ 15.00		\$ 15.00	\$ 25.00
USAF ARMY	\$ 10.00		\$ 20.00		\$ 20.00	\$ 10.00
USAF COAST GUARD	\$ -		\$ -		\$ -	\$ -
USAF MARINES	\$ 5.00		\$ 15.00		\$ 15.00	\$ 5.00
USAF NAVY	\$ 10.00		\$ 15.00		\$ 15.00	\$ 10.00
SHARE THE ROAD	\$ 65.00		\$ 45.00		\$ 45.00	\$ 65.00
SHRINERS	\$ 10.00		\$ 30.00		\$ 30.00	\$ 10.00
SILVER STAR	\$ -		\$ -		\$ -	\$ -
VETERANS	\$ 290.00		\$ 315.00		\$ 315.00	\$ 290.00
VETS CROSS/MEDAL	\$ -		\$ -		\$ -	\$ -
ANATOMICAL FEES	\$ 441.07		\$ 549.83		\$ 549.83	\$ 441.07
ADMIN FEES	\$ -		\$ 45.00		\$ 45.00	\$ -
MAIL PROCESSING	\$ 18,644.00		\$ 22,213.50		\$ 22,213.50	\$ 18,644.00
NSF FEES	\$ 425.00		\$ 305.00		\$ 305.00	\$ 425.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 5,880,583.05	\$ -	\$ 6,765,159.24	\$ -	\$ 6,634,159.24	\$ 5,749,583.05

LINN COUNTY TREASURER

Kristi Lynn, Deputy Treasurer

2023 JUL 10 PM 1:09
LINN COUNTY AUDITOR

RESOLUTION #_____

CONSTRUCTION EVALUATION RESOLUTION

WHEREAS, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt a “construction evaluation resolution” relating to the construction of a confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR’s decision regarding a specific application; and

WHEREAS, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2023, and January 31, 2024 and submit an adopted recommendation regarding that application to the DNR; and

WHEREAS, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board’s recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LINN COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3).

Chair, Board of Supervisors

Date: _____

ATTEST:

County Auditor

Date: _____

RESOLUTION

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the FM-C057(162)--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 Boy Scouts Rd over Wapsipinicon River; 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 PCI Roads LLC in the amount of \$263,623.25 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 25th day of January, 2023.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL

RESOLUTION

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the FM-C057(163)--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 :a bridge deck overlay on Blairs Ferry Rd over Otter Creek; 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 Boulder Contracting, LLC in the amount of \$557,261.33 and awards the associated contract(s) to the same;

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Dated at Cedar Rapids, Iowa, this 25th day of January, 2023.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL

RESOLUTION

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the BROS-C057(164)--8J-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 :a Reinforced Concrete Box(RCB) Culvert - Twin on Waubeek Rd over tributary of Wapsipinicon River ; 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 Progressive Structures, LLC, in the amount of \$210,874.00 and awards the associated contract(s) to the same;

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Dated at Cedar Rapids, Iowa, this 25th day of January, 2023.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL

RESOLUTION

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the STP-S-C057(165)--5E-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 :a Portland Cement Concrete(PCC) Overlay on Walker Rd from Betty’s Grove Rd to Troy Mills Rd ; 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 Streb Construction Co., Inc in the amount of \$3,162,177.15 and awards the associated contract(s) to the same;

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Dated at Cedar Rapids, Iowa, this 25th day of January, 2023.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL



AMERICAN RESCUE PLAN ACT 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: ARPA2022-220

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	The Academy for Scholastic and Personal Success, Inc.
935 2 nd Street SW	319 Eastland Dr SE
Cedar Rapids, IA	Cedar Rapids, IA, 52403-2001
	UEI #: HBF1A1FQ1F43
Subaward Budget Period Start date: 1/1/2023 End date: 12/31/2025	
Period of Performance Start date: 1/1/2023 End date: 12/31/2025	
Amount of federal funds obligated by this action: \$650,000.00	
Total amount of the federal funds obligated to the Subrecipient: \$650,000.00	
Total amount of the federal funds committed to the Subrecipient: \$650,000.00	
Project Title: We're Not Playing: The Academy SPS Fulfilling the Academic and Cultural Needs of Black, Brown, and Biracial Students of Linn County and Beyond	
Is Project for Research & Development? ☐ Yes ☒ 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 THE ACADEMY FOR SCHOLASTIC AND PERSONAL SUCCESS, INC. ("Subrecipient") for the **We're Not Playing 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) 12/31/2026

3. Grant Funding.

The Subrecipient shall use the Subaward solely for the **We're Not Playing Project**.

The County agrees to provide up to \$650,000.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for the **We're Not Playing Project**. The County shall pay the Grant Funds to the Subrecipient as follows:

- a. Per EXHIBIT A1 for the acquisition and renovation of permanent facility for an amount not to exceed \$367,000.00
- b. Subrecipient to provide a copy of the written offer/acceptance prior to closing, closing statement upon completion, and copy of cancelled check or documentation of the transfer of funds for the property.
- c. Renovation costs shall be distributed at 50% of accepted contractor estimates with 25% installments to be disbursed upon verification of 75% use of previous installment funds.
- d. All other funds to be distributed on a reimbursement of expenses method.

4. Reporting and Invoicing.

The Subrecipient may submit invoices and or detailed reports to account for expenditure of funds to the County on a monthly basis, but no less than quarterly. Due dates for the quarterly reports are available on EXHIBIT A.

Invoices and reports shall be submitted to:

Linn County Finance & Budget
Attn: Sonia Evans, Senior Accountant
935 2nd Street SW
Cedar Rapids, IA 52404
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 the Scope of Work 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 US 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 closeout 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 closeout 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 require 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. Engaged in conduct that has exposed 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 10, 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 shall include provisions outlined in EXHIBIT B in any contracts and agreements pertaining to this Subaward.

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 on 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 **We're Not Playing 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, 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.

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 Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, 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 _____, 2023.

BOARD OF SUPERVISORS

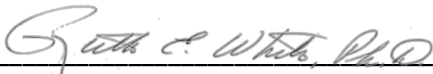
LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:

THE ACADEMY FOR SCHOLASTIC AND
PERSONAL SUCCESS, INC.



Authorized Representative

January 13, 2023

Date

EXHIBIT A

Statement of Work

The goals of the We're Not Playing: The Academy SPS Fulfilling the Academic and Cultural Needs of Black, Brown, and Biracial Students of Linn County and Beyond are to 1.) Enhance the program and curriculum; and 2.) Strengthen the administrative structure and framework of the organization through obtaining a permanent location and succession planning. The program will operate and follow the estimated 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

EXHIBIT A1

ASPS
ARPA Grant Budget

Item	Budget
Office/Rental-related expenses	367,000
Acquisition and Renovation of Permanent Facility	367,000
Personnel	215,000
Succession Planning Consultant	25,000
Administrative Costs	15,000
Development/Marketing	50,000
Executive Director	75,000
Compliance Accounting	50,000
Programming & Development	40,000
Health & Wellness Program Development	10,000
Environmental/Sustainability Development	10,000
Critical Thinking Intensive Development	10,000
Financial Education/Literacy Development	10,000
Insurance	0
Renters	0
Liability	0
Technology Hardware & Software	28,000
Laptops	15,000
Printers	3,000
TV & accessories	3,000
Cabling	0
Various	7,000
TOTAL	\$650,000

EXIHIBIT 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. Seat Belt Use.

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

5. Reducing Text Messaging While Driving.

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

6. 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.

2022-2023 Green Iowa AmeriCorps

AmeriCorps Host Site Memorandum of Agreement



THIS AMERICORPS HOST SITE AGREEMENT is executed by and between the UNIVERSITY OF NORTHERN IOWA/GREEN IOWA AMERICORPS, 1227 W 27TH Street, Cedar Falls, IA 50614 and LINN COUNTY, 935 2nd St SW, Cedar Rapids, IA 52404

1. FUNDING SOURCE, POSITIONS, DURATION OF AGREEMENT

1.1 FUNDING SOURCE. The funding source for the AmeriCorps member positions that are provided to Host Site is a grant from the *Corporation for National and Community Service (CNCS or Corporation), [Code of Federal Domestic Assistance (CFDA) 94.006] for the Green Iowa AmeriCorps program. Host Site shall comply with the requirements, conditions, and rules of the Corporation, Green Iowa AmeriCorps and any other public or private entity having authority over the funds or the grant.

1.2 DURATION OF AGREEMENT. The agreement shall be in effect for the time period of 09/01/2022 to 08/20/2023 with the ability to enact a no-cost extension of 30-60 days to allow members to complete their term of service as needed.

1.3 AMERICORPS MEMBERS. Green Iowa AmeriCorps was awarded 50 full time ([11 month], 1700 hour) AmeriCorps position(s), 16 three quarter time ([11 month], 1200 hour), and 48 minimum time ([3 month], 300 hour) position(s). The program design will allocate 5 FT members or its equivalent to each Energy & Community host, 2 Three Quarter Time members or its equivalent to each Sustainable Schools host, and 2 FT members or the equivalent to each Land & Water Stewards and Resilient Iowa Communities host for the 2021-2022 grant year. The program will place 2 MT members at each Sustainable Schools and Land & Water Stewards host with MT positions placed based on need and availability at each Energy & Community host.

1.4 ELECTRONIC SIGNATURES. Electronic signatures may be acceptable with Program approval if the following conditions are met: 1) A written policy is in effect establishing the use of electronic signature system as your system of record; and 2) A secure, verifiable electronic signature system (a) identifies and authenticates a particular person as the source of the electronic signature; and (b) indicates such person's approval of the information contained in the electronic message. 3) Once appropriate electronic signatures have been applied, no changes may be made unless there is a clear, auditable record of the revision. The use of regular e-mail to communicate approval is not a secure, verifiable electronic signature system.

2. CONDITIONS FOR ENROLLMENT OF AMERICORPS MEMBER(S)

2.1 ASSIGNED MEMBER SUPERVISION. Host Site agrees to assign a site supervisor(s) who will complete obligations described herein for the duration of the Agreement. Site supervisor shall commit adequate time, support, and effort to perform the responsibilities outlined in Agreement, including training, member supervision, data collection, and reporting. The responsibilities of the site supervisor remain the same, regardless of whether the supervisor is staff of [AMERICORPS PROGRAM], contractor (See

2022-2023 Green Iowa AmeriCorps

AmeriCorps Host Site Memorandum of Agreement



Section 10.2) or neither staff nor contractor, but providing supervision without a financial matching obligation.

3. ENROLLMENT AND RETENTION REQUIREMENTS

3.1 RECRUITMENT/ENROLLMENT REQUIREMENT. The host must assist with recruitment for all positions for the program's 100% enrollment goal for all AmeriCorps positions and is responsible for generating 50% of their member slots from locally sourced efforts. If the host is unable to assist with recruitment positions, contact Green Iowa AmeriCorps to discuss as soon as possible. Please note failure to recruit/fill member positions will not impact your host site fees but could impact consideration for future host opportunities.

Hosts should focus on local recruitment efforts that focus on diversity, equity and inclusion for applicant representation and participation of diverse groups of people, including people of different genders, races and ethnicities, abilities and disabilities, religions, cultures, ages, and sexual orientations and people with diverse backgrounds, experiences, skills, and expertise.

3.2 RETENTION REQUIREMENT. The program and host site must retain at least 85% of its AmeriCorps positions.

3.3 CONSEQUENCES OF NON-RECRUITMENT AND NON-ENROLLMENT. Host sites who are unable to meet enrollment or retention requirements may receive a reduction in awarded positions for future program years or lose priority placement for members. Green Iowa AmeriCorps will review future requests for AmeriCorps positions against the host site's prior performance. Host sites who are unable to meet enrollment or retention requirements over two or more program years may not be eligible for future host opportunities.

3.4 HIRING MEMBERS. Host sites are allowed and encouraged to hire AmeriCorps member(s) after the member has completed his or her term requirements. Host sites who hire members as staff before the member can complete his or her term requirements will receive reduced future awarded AmeriCorps positions.

4. HOST SITE OBLIGATIONS

4.1 COMPLIANCE WITH LAWS AND REGULATIONS. Host Site shall comply with the Terms and Conditions of the National and Community Service Act, the Corporation's regulations (45 CFR 12501 et seq.), AmeriCorps State - General Terms and Conditions (https://www.americorps.gov/sites/default/files/document/20201202_2021GeneralTandC508.pdf) and AmeriCorps Specific Terms and Conditions - Specific (TBD) (https://egrants.cns.gov/termsandconditions/2020GeneralTC_508_20191122.pdf) Agreement is also subject to OMB Circulars 2 CFR 220 - Cost Principles for Educational Institutions; 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Governments; or 2 CFR 230 - Cost Principles for Non-Profit Organizations, as applicable.

4.2 AMERICORPS DOCUMENTS. Program is responsible for retention of all official AmeriCorps grant documents and therefore Host Site should not retain official grant documents. If Host Site wants to

2022-2023 Green Iowa AmeriCorps

AmeriCorps Host Site Memorandum of Agreement



retain documents, they must retain a copy and provide the original to Program. Host Site shall permit Program, Volunteer Iowa, and CNCS, to conduct in-person or electronic site visits, access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of Host Site relating to orders, invoices, or payments or any other documentation or materials pertaining to Agreement; this does not include background check records run specifically for the purposes of the Host Site at the expense of the Host Site. Any member record containing personally identifiable information must be managed confidentially, as required by CNCS. Program shall make every effort to access records from Monday through Friday, between the hours of 8:00 am and 5:00 PM Central Standard Time. Such rights shall continue as long as the records are retained by Host Site. Regardless of the method, all records will be managed in accordance with proper records management procedure(s) while they are in the possession of Program. Access to records shall be granted within 72 hours of the request unless other arrangements have been agreed to by Program.

4.3 SUPPORTING DOCUMENTATION. The Host Site shall deliver to Green Iowa AmeriCorps as scheduled or upon request, (i) copies of all contracts or agreements relating to Program, (ii) invoices, receipts, statements or vouchers relating to Program, (iii) member or staff records of files and program performance related to Program, (iv) any other such grant-related documents as requested, in order to verify compliance with applicable state and federal AmeriCorps requirements.

4.4 AMERICORPS ORIENTATION, TRAINING, RESOURCES, AND SUPPORT. Host Site will provide appropriate resources to the AmeriCorps member including, but not limited to (1) office space, supplies, phone, Internet connection, and other physical accommodations as necessary, (2) financial support for member travel, training, and Program orientation, (3) a designated site supervisor with adequate time to provide support and guidance during the service year, (4) integration of the AmeriCorps member into Host Site team, (5) on-site orientation and regular training opportunities, (6) additional benefits as described in position recruitment materials, as applicable and (7) ensure that host sites are supporting and facilitating regular Diversity, Equity, and Inclusion check-ins as part of a member meetings.

4.5 SITE SUPERVISOR ORIENTATION. The host site supervisor agrees to attend an orientation, facilitated by Green Iowa AmeriCorps. The date and location will be provided a minimum of 30 days in advance.

4.6 MEMBER ORIENTATION. The host site agrees to release all AmeriCorps members for an in-person program orientation and other required program training on dates determined by Green Iowa AmeriCorps, communicated 30 days in advance to hosts, when possible. Members are required to attend orientation.

4.7 REQUIRED MEMBER TRAINING & ACTIVITIES. The host site agrees to release AmeriCorps members from service for Days of Service events, program training and retreats, program wide service projects including energy blitz projects, and other events or activities provided by Green Iowa AmeriCorps. Days of service include September 11 Day of Service & Remembrance and MLK Day of Service. The host agrees to release members for service for disaster response efforts as part of the program's participation in the Iowa Disaster Cadre.

4.8 POSTING OF PROHIBITED ACTIVITIES. As required by the AmeriCorps Grant Terms and Conditions, Host Site agrees to post a copy of the Prohibited Activities at each member service site.

2022-2023 Green Iowa AmeriCorps

AmeriCorps Host Site Memorandum of Agreement



4.9 NATIONAL SERVICE AFFILIATION AND AMERICORPS IDENTITY. Green Iowa AmeriCorps is an AmeriCorps State program in the national service network and AmeriCorps members are the resource being provided to Host Site. Therefore, Host Site shall represent AmeriCorps brands as described in CNCS Branding Guidelines. Host Site should also identify the program as an Iowa AmeriCorps program and members as Iowa AmeriCorps members.

4.9.1 CNCS, BRANDING GUIDELINES. Host Site shall follow the branding guidelines of CNCS (<https://americorps.gov/newsroom/communication-resources>).

4.9.2 REQUIRED PROGRAM BRANDING. Host Site agrees to (1) ensure that AmeriCorps members wear AmeriCorps identification at all times during their service hours, (2) properly identify the program as an AmeriCorps program and the members as AmeriCorps members in all official communication, including press or promotional marketing, websites, member email signatures, etc., (3) provide information to the media during interviews or in-person public appearances, (4) display the AmeriCorps logo on the host site's website, (5) ensure AmeriCorps members include "Green Iowa AmeriCorps Member" in their email signature and (6) The program also expects all sites to post the Green Iowa AmeriCorps Diversity, Equity, and Inclusion statement in the member office space.

4.9.3 ANNOUNCEMENTS. Host Site agrees to publicly announce the partnership and identify Host Site as a location of Program in the statement.

4.9.4 PROMOTIONAL STORY. Host Site agrees to promote a story about their AmeriCorps members' activities with

4.9.5 INSURANCE. University represents that it has adequate liability insurance, such protection being applicable to officers, employees, AmeriCorps members and agents while acting within the scope of their employment by University. The University has no liability insurance policy as such that can extend protection to any other person.

5. SITE SUPERVISOR OBLIGATIONS

5.1 MEMBER MANAGEMENT REQUIREMENTS.

- Read and review the Member Position Description(s), follow up with Program with any questions
- Conduct a member on-site orientation that communicates Host Site, position requirements and member safety, see section 6.6
- Have regularly scheduled check-ins with members to review their service
- Ensure members attend Required Program trainings and activities as noted in 4.7
- Conduct a member pre-orientation that communicates the program and position requirements with the host
- Facilitate member team meetings
- Ensure a safe space for members to report any issues
- Ensure members attend Green Iowa AmeriCorps required trainings

5.2 COMMUNICATION. The site supervisor agrees to serve as a liaison between Host Site and Program. This includes maintaining regular communication with the Program, providing timely response to program related requests, questions, and meeting deadlines as outlined in the Agreement.

2022-2023 Green Iowa AmeriCorps

AmeriCorps Host Site Memorandum of Agreement



5.3 MEMBER PERFORMANCE. Host Site agrees to maintain regular communication regarding member performance issues, such as tardiness, unprofessional language, or violation of Host Site policies. Specifically, Host Site agrees to notify Program in writing in accordance with the following guideline:

ITEM	REPORTING TIMELINE
Any member injury during service that necessitates filing a worker's comp report	Within 24 hours
Any member or site supervisor behavioral issues (arrests, harassment) that may result in immediate dismissal from the program or employment	within 24 hours
Any AmeriCorps member grievance requests	within 24 hours
Any member performing prohibited activities, as defined in Section 8	within 24 hours
Upon the second occurrence of a member failing to report to service without prior approval	within 24 hours
Member behavior issues that result in disciplinary action by the member's direct supervisor	within 2 business days
AmeriCorps member's request to be exited for cause, compelling circumstance, or to be suspended	within 2 business days
Any AmeriCorps member position description or Member Service Agreement amendment requests, or other change that affects the member's service activities in Program	within 3 business days

5.4 AMERICORPS MEMBER SERVICE STATUS. Host Site or its partners may not terminate or suspend the AmeriCorps member. Program is the sole entity that can terminate or suspend an AmeriCorps member. If Host Site has a desire to terminate or suspend a member for any reason, Program should be contacted to discuss the circumstances and next steps.

5.5 REPAYMENT OF OVERPAYMENTS TO MEMBERS. Host site may be required to repay Green Iowa AmeriCorps overpayments made to members that resulted from Host Site's failure to notify Program of a member's departure/time and attendance issues.

5.6 TIMEKEEPING ACCOUNT. The assigned site supervisor(s) will receive access to the OnCorps timekeeping system for the purpose of review and approval of member timesheets.

5.7 MEMBER TIMESHEETS AND TERM MANAGEMENT. The site supervisor(s) must review and approve member timesheets in the assigned timekeeping system within 5 days of the member's submission. Site supervisor(s) should regularly review time sheets to ensure all hours served are allowable and eligible, categorized appropriately (fundraising, direct service and training) and time sheets include all hours served by members. Members may not earn hours for vacation or sick time, or holidays. Attention should be paid to ensure that members are making regular progress toward the completion of their term of service and serving in accordance with their anticipated service schedule. Members' term of

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service is a combination of the number of service hours and the start and end dates; service is not completed just by finishing the hours listed in their Member Service Agreement. Corrections to time sheets, should errors be identified, must be made within 90-days of the date of the error. Therefore, it is important that site supervisors monitor time sheets regularly and discuss any concerns with Program.

Supervisors should ensure members are using the program timekeeping tracker to provide additional information and support for hours logged in OnCorps for approval and compliance purposes.

5.8 REPERCUSSIONS FOR FAILING TO APPROVE TIMESHEETS. Host site understands that failure of site supervisor(s) to carefully review and approve time sheets as outlined above may lead to repercussions including but not limited to the site supervisor(s) being replaced or denial of future requests to serve as a host site. Host Site further understands that the member's ability to earn their education award is based on timely approval of member timesheets by the Site supervisor(s) and *other required exit paperwork*.

5.9 HOURLY LIMITS. AmeriCorps members cannot serve more than 14 hours in a day. Site supervisor(s) should monitor member service during their term to ensure that members have adequate time to complete their service without serving excessive hours as their term nears its end.

5.10 CERTIFICATION OF MEMBER ACTIVITIES. By approving the timesheet, site supervisor certifies all AmeriCorps member service, training, and fundraising hours as true and correct and ensures hours do not include any service activities prohibited by law, regulation, or grant terms and conditions. Further, Host Site understands that a knowing and willful false certification by the member or site supervisor on the timesheet can be punished under federal law (Section 1001 of Title 18, USC). Therefore, if there are questions or concerns with member timesheets, site supervisors must return the timesheet in the timekeeping system for the member to make corrections before they approve it. Host Site is notified that all member timesheets must be approved prior to member release or exit from service.

5.11 MEMBER EVALUATIONS. Host Site must complete an evaluation of each member's term of service. Members who do not receive an evaluation are not eligible for their education award and will be exited for cause. Host Site must complete a mid-term evaluation of each FT, TQT, and HT member, as well as any other less-than HT members (RHT, QT, MT, AT) that serve over a period of 9 months or more, within a reasonable period of the mid-date of the member term. Host Site must complete an end-of-term evaluation of each member and submit it to Program within 14 days of the member's last day of service as indicated on the Member Service Agreement (MSA). Evaluations must be signed and dated by both the member and site supervisor. An evaluation is not required for any Member who exit the program serving a total of 30 days or less.

6. ADDITIONAL HOST SITE REQUIREMENTS

6.1 ALLOWABLE SERVICE. Host Site must place members in positions that adhere to the requirements established in this Agreement and described in the Member Position Description guidelines. Position descriptions must be approved by Program prior to placing a member into the position. Service hours related to activities that are deemed prohibited or unallowable by Program, Volunteer Iowa, or CNCS, will not count toward the AmeriCorps member's term of service. In addition, hours served before or

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after the service period outlined in the MSA or prior to completion of a National Service Criminal History Check (NSCHC) are not allowable.

6.2 MEMBER POSITION DESCRIPTION (MPD) APPROVAL. Host Site must submit draft position descriptions to Green Iowa AmeriCorps no less than 2 months prior to the start of the proposed position. Host Site agrees to ask Program for assistance with the development of the member position description if needed. Program will provide Host Site with a Member Position Description Template (MPD).

6.3 MEMBER POSITION DESCRIPTION CONTENT. MPD must include, at a minimum, the following elements:

- Description of service activities that align with those outlined in the approved grant.
 - Member activities cannot replace current staff or volunteer activities (see Sections 8.5 and 8.6 below). Member position descriptions must include service activities that are new or expand on current staff/volunteer activities. Member's primary duties should be direct service or capacity building activities, not administrative services.
 - Member service activities should provide an opportunity for the member to be challenged and take responsibility for new programs/projects and grow their skills.
 - Service activities should be sufficiently detailed to clarify expectations and help members understand their role in the organization. Avoid vague terms or descriptions of tasks.
- Use of the AmeriCorps vernacular – for example: service, support, member, enroll, instead of terms like work, assist, hire or employee.
- An anticipated service schedule that outlines a pathway for the member to complete his/her/their term of service successfully within the service period of their MSA, while meeting the needs of the community. Members are expected to serve primarily within their anticipated service schedule.
 - The schedule should be sufficiently detailed so that the member and anyone else reviewing the schedule could anticipate when the member would be serving and see the total number of hours per week the member would be expected to serve.
 - The service schedule should indicate whether the member is expected to regularly serve on evenings, weekends, and holidays or at other special events when longer than normal hours would be expected.

If the need for service changes and the member's service schedule or activities are impacted, the Host Site should contact Program to have the MPD updated.

6.4 DISASTER SERVICE. Members are allowed to serve in times of disasters. Deployments to disasters should be done in accordance with Program's disaster policy. If members and/or site supervisors have questions about an individual member's deployment to local disasters, they should review Program policy and check with Program's staff. At no time should members self-deploy to any disaster.

6.5 CORRECTIONS TO OFFICIAL GRANT DOCUMENTS. Corrections to any official AmeriCorps documents, including Member Service Agreement, Amendments, or other official agreements, must be done

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properly. For example, a change to a clause/element must have a strike through (line) and, if necessary, the new language written. The revised clause must then include the date and initials of both the Host Site or Program representative and the member. Whiteout or other correcting fluid must never be used, and changes are considered fully executed via signature of BOTH parties.

6.6 MEMBER SAFETY. Host Site is required to take reasonable steps to ensure member safety during service. Host Site is expected to conduct appropriate background and reference checks on the site supervisor(s) and other staff working with the AmeriCorps member(s) and beneficiaries of Green Iowa AmeriCorps activities, in accordance with the National Service Criminal History Check requirements and Host Site's own organizational policies. Site supervisor(s) should be trained in member safety, including the use and availability of CPR, first aid kits and portable defibrillators (if available) and the location of storm shelters. Members should also be provided with this information during their onsite orientation. Host Site should also have a plan for site and personal health-related safety concerns.

Host Site should also consider safety precautions for service activities and projects, as needed that may include things such as time of day, lighting and location, seasonal weather issues, road conditions, and appropriate safety protocols for service activities (including attendance of trained personnel).

6.7 COVID-19 and MEMBER SAFETY. In order to protect member safety, Host Site is expected to follow CDC Guidelines related to COVID-19. This may include social distancing, wearing of masks (or other protective gear), providing the opportunity to serve from an alternate location on a temporary basis, and required quarantine or isolation in cases of positive tests or exposure, etc. These guidelines may change based on virus mutations, levels of vaccination and other factors. Therefore, the Host Site is encouraged to regularly check the CDC website for the most recent guidance and Program will send notification of significant changes in CDC recommendations that impact member service. If Host Site intends to pursue mandatory vaccination for member(s), the Host Site must obtain approval from Program.

6.8 UPHOLD PROGRAM DIVERSITY, EQUITY & INCLUSION POLICIES & PROCEDURES. Host sites must ensure a work environment that is safe for members to show up as their authentic selves regardless of sex, race, creed, orientation, age, gender expression, religion, national origin, migratory status, disability/abilities, political affiliation, veteran status and socioeconomic background. Examples include the use of a members Pronouns, a clear path of communication as a host if an issue arises surrounding discrimination, and each site's active role in continuing to grow in their own diversity, equity, and inclusion practices as an agency.

7. REPORTING

7.1 REPORTING DEADLINES. Host Site must ensure that required program reports are submitted according to Program deadlines noted in Section 7.3.

7.2 REPORTS. The host site supervisor understands that they must complete and/or support their AmeriCorps members in completing the reports described in the Agreement and due in Google Documents.

7.3 REPORTING TIMELINE. Below is a timeline for reports described in the Agreement.

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ITEM	REPORTING TIMELINE	DATE DUE
Position Description	TBD	TBD
Quarterly Performance Measure Report	09/15/22-12/31/21	1/13/23
Quarterly Performance Measure Report	01/01/23-03/31/23	4/13/23
Quarterly Performance Measure Report	04/01/23-06/30/23	7/13/23
Quarterly Performance Measure Report	07/01/23-08/31/23	TBD
Midterm Evaluations (FT, TQT, HT only)	TBD	TBD

8. PROHIBITED ACTIVITIES

8.1 PROHIBITED ACTIVITIES. (45 CFR§§ 2520.65) While charging time to the Green Iowa AmeriCorps accumulating service or training hours, or otherwise performing activities associated with the Green Iowa AmeriCorps or the Corporation for National and Community Service, members and volunteers recruited by members may not engage in the following activities:

1. Attempting to influence legislation.
2. Organizing or engaging in protests, petitions, boycotts, or strikes.
3. Assisting, promoting or deterring union organizing.
4. Impairing existing contracts for services or collective bargaining agreements.
5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
7. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
8. Providing a direct benefit to
 - a. A business for profit;
 - b. A labor union
 - c. A partisan political organization
 - d. A non-profit entity that fails to comply with restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - e. An organization engaged in religious activities as described above (7) unless Corporation assistance is not used to support those religious activities.
9. Conducting voter registration drive or using CNCS funds to conduct a voter registration drive.
10. Providing abortion services or referrals for receipt of such services.
11. Other such activities as CNCS/Volunteer Iowa may prohibit. In addition to the above activities, the below activities are additionally prohibited:
 - Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours.

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- Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.

8.2 RIGHTS AS A PRIVATE CITIZEN. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo or identify as an AmeriCorps member while engaging in any of the above activities on their personal time.

8.3 FUNDRAISING. (45 CFR §§ 2520.40) AmeriCorps members may raise resources directly in support of the Green Iowa AmeriCorps' service activities. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
5. Seeking donations from alumni of the program for specific service projects being performed by current members.

8.4 FUNDRAISING LIMITATIONS. (45 CFR §§ 2520.45) An AmeriCorps Member may spend no more than 10 percent of his/her/their originally agreed-upon term of service, as reflected in the Member Service Agreement, performing fundraising activities.

AmeriCorps members may not:

1. Raise funds for his/her living allowance; raise funds for an organization's general operating expenses, general fund or endowment;
2. Write a grant application for funding provided by a federal agency including CNCS grant proposals such as: Days of Service grants, AmeriCorps VISTA, Summer VISTA Associates, the Corporation for National Community Service grant proposals and AmeriCorps grants.

8.5 NON-DUPLICATION. (45 CFR §§ 2540.100E) Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of 45 CFR §§ 2540.100F [See below: Non-Displacement] are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

8.6 NON-DISPLACEMENT. (45 CFR §§ 2540.100F)

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- A. An employer [Host Site] may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of Member in a program receiving Corporation assistance.
- B. An organization may not displace a volunteer by using a Member in a program receiving Corporation assistance.
- C. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- D. Member in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- E. Member in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that— (i) Will supplant the hiring of employed workers; or (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- F. Member in any program receiving assistance may not perform services or duties that have been performed by or were assigned to any— (i) Presently employed worker; (ii) Employee who recently resigned or was discharged; (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or (v) Employee who is on strike or who is being locked out.

9. USES AND LIMITS OF AMERICORPS POSITIONS

9.1 SERVICE LIMITS. Individuals may serve multiple terms of AmeriCorps service, including AmeriCorps, VISTA and NCCC. Host Site should consult with Program and member on how many previous AmeriCorps terms they have served to ensure they do not exceed the limits for AmeriCorps State and National.

9.2 REFILLING MEMBER POSITIONS. The following conditions, established by CNCS, must be adhered to by all AmeriCorps Programs regarding refill of member slots vacated by members who exit early. Host Site must note that once a member is released from service with a partial education award, the remaining portion of that award is not available for use. Host Site acknowledges that Program has the final say in refilling all AmeriCorps positions. Host Site may not refill the same slot more than once.

9.3 REFILL DEADLINES. Refills must occur prior to November 30 for full-time members and April 1 for half-time members. These dates are subject to change based upon changes made by CNCS and/or Volunteer Iowa. The final decision related to whether positions will be refilled belong to Green Iowa AmeriCorps.

9.4 MEMBER ENROLLMENT. Host Site understands that Program may reduce or renegotiate the awarded member slots at any time if Host Site is unable to fill its awarded AmeriCorps slots.

10. HOST SITE FINANCIAL COMMITMENT

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10.1 HOST SITE FEE. Host Site shall contribute the following host site fee to Program in support of placement of the members outlined in section 1.3. Host Sites may incur an additional host site fee for refill positions. The payment (in the case of cash match) or submission of supporting documentation (in the case of in-kind match) is to be made annually beginning in September 2022.

Type of Financial Support	Amount of Support	Source of Funds	Amount of Funds
Cash Match	100%	Determined by Host, Non-Federal	\$8,000

10.2. HOST SITE FEE REFUNDS. Host site fee payments may be prorated if the Program is unable to place the allocated member slots or their equivalent at the host location but is left to the Program's discretion. Host Site must have met recruitment requirements to be eligible for a prorated match adjustment. No in-kind match documentation is required by hosts for the 2022-2023 service year.

10.3 FAILURE TO MEET MATCH REQUIREMENT. If Host Site fails to meet the matching requirements, Program will notify Host Site in writing of the situation and request that Host Site provide any past-due match payments or documentation within 30 days. If there is an ongoing issue related to match, the Green Iowa AmeriCorps may notify the Financial Representative, Program Representative and/or the Authorized representative of Host Site. Program may suspend enrollment of new AmeriCorps members and/or payment of reimbursement request(s) until the situation is corrected.

11. AMERICORPS MEMBER RECRUITMENT AND ENROLLMENT REQUIREMENTS

Host Site and Program must adhere to the following requirements when selecting candidates to fill the AmeriCorps position(s). Host Site may identify additional reasonable host site-specific requirements for member selection. Additional requirements must be listed on the position application and position description. Neither the Host Site nor its partners may officially enroll the AmeriCorps member; Program is the sole entity that can enroll an AmeriCorps member. The Host Site must follow Program guidance regarding the Host Site role in recruitment and selection of the assigned member(s).

11.1 MEMBER ELIGIBILITY REQUIREMENTS.

- 1) Be at least 17 years of age at the commencement of service OR be an out-of-school youth of at least 16 years of age participating in a youth corps program described in described in [§ 2522.110\(b\)\(3\) or \(g\)](#);
- 2) Have a high school diploma or its equivalent, or be in the process of obtaining one; and
- 3) Be a citizen, national, or lawful permanent resident of the United States.
- 4) Pass all required National Service Criminal History Checks

11.2 HOST SITE RECRUITMENT AND ENROLLMENT RESPONSIBILITIES. Host Site is encouraged to work with Program to select their member(s) as soon as possible. If citizenship and background check requirements are not complete, it may result in a delay to the member start date.

Host Site agrees to send any Host identified applicants to the Program recruitment application to begin the recruitment and enrollment process.

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11.3 ENROLLMENT SUPPORT. Host Site will support/assist prospective members in completing citizenship and/or NSCHC requirements prior to the member start date.

11.4 PRIVACY AND SECURITY. Host Site understands that Program will use the criminal history record information obtained through the NSCHC process only to screen the current and/or prospective AmeriCorps members, and only for purpose(s) of enrollment and/or determination of suitability. Program is legally prohibited from duplicating, disseminating, or sharing criminal history record information for use outside of Program, including to the Host Site.

12. CIVIL RIGHTS, NON HARASSMENT, AND REASONABLE ACCOMMODATIONS

12.1 CIVIL RIGHTS / EQUAL OPPORTUNITY POLICY. The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by or receiving federal financial assistance from CNCS must be free from all forms of harassment.

Harassment is unacceptable in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. Any such harassment, if identified, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or national service participant. All recipients of federal financial assistance, including individuals, organizations, programs and/or projects are also subject to this zero-tolerance policy. When a violation occurs, appropriate corrective action subject to regulatory procedures will take place, up to and including termination of federal financial assistance from all federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; and demeaning, debasing or abusive comments or actions that intimidate. CNCS does not tolerate harassment by anyone, including persons of the same or different races, sexes, religions, or ethnic origins; a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); or a co-worker or national service participant.

[It is expected that] supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, national service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination~ and any grantee that permits harassment in violation of this

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policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of federal financial assistance from CNCS and all other federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with the CNCS Equal Opportunity Program (EOP). Discrimination claims not brought to the attention of EOP within 45 days of occurrence may not be accepted in a formal complaint of discrimination. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If another procedure is used, it does not affect the 45-day time limit. The EOP may be reached at (202) 606-7503 or eo@cns.gov.

12.2 REASONABLE ACCOMMODATIONS. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, Green Iowa AmeriCorps complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program or host site. Neither the program nor the host site shall exclude or otherwise deny equal services, programs or activities to a qualified individual because of the known disability of another individual with whom the qualified individual is known to have a relationship or association.

The program and host site shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the program and host site can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an “undue hardship”. A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.

Members may request reasonable accommodations by completing the **Reasonable Accommodation Request Form** and submitting it to the program director

13. TERMINATION OF AGREEMENT

13.1 AGREEMENT. Either Party may terminate or suspend Agreement in whole or part upon 30 days written notice to the other party.

In all instances of termination or suspension, the non-terminating party shall be given written notice of the termination or suspension, including a written explanation of the reason(s) for such action. Where appropriate, the non-terminating party shall be given reasonable time to cure any deficiency in its performance. If the deficiency is not corrected within a reasonable time, as defined by mutual agreement of the parties, Agreement may then be immediately terminated or suspended.

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In the event the Agreement is terminated or suspended, the AmeriCorps member shall be removed from Host Site and, if possible, placed at another suitable service location within the Program. Host Site agrees to work cooperatively with Program to facilitate such transfer.

14. PROGRAM RESPONSIBILITIES

14.1 MANAGEMENT. Provide program director and program staff to manage larger program operations.

14.2 FINANCIAL. Financial management of program operation including monthly claims to Volunteer Iowa. The program will be responsible for distribution of member living allowance, FICA, Worker's Compensation and healthcare benefits. Program staff will write and manage federal AmeriCorps grant requirements that support most program costs.

14.3 TRAVEL. Provide members with travel reimbursement to all required training events.

14.4 TRAINING. The program will provide site supervisor and members with training opportunities to perform satisfactorily in their given roles.

14.5 OUTREACH. The program will provide sites with yearly start-up outreach package including brochures, business cards, and other program-wide marketing items. The program will maintain and manage Green Iowa AmeriCorps program website and web domain. The program will maintain all Green Iowa AmeriCorps social media accounts.

14.5 UNIFORMS. The program will provide members with uniforms for service as well as AmeriCorps pins and masks. Any host specific uniform requirements must be provided by the host at the expense of the host.

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15. CONTACT INFORMATION

15.1 GREEN IOWA AMERICORPS.

PRIMARY/AUTHORIZED CONTACT	SECONDARY/FINANCIAL CONTACTS	ADDITIONAL CONTACT
Ashley Coffin 319-273-7273 ashley.coffin@uni.edu	Carmen Finken 319-273-7194 finkenc@uni.edu	Shawn Fluckey 319-273-7233 sfluckey@uni.edu

15.2 HOST SITE.

PRIMARY/AUTHORIZED CONTACT	SECONDARY/FINANCIAL CONTACT	ADDITIONAL CONTACT
[Name, address, phone, email:]	[Name, address, phone, email:]	

WITNESS WHEREOF, the parties have executed this Host Site Agreement.

GREEN IOWA AMERICORPS	HOST SITE
SIGNED BY: Ashley Coffin	SIGNED BY:
TITLE: Director	TITLE:
DATE:	DATE:

**Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
Linn County**

Agency Information

Name and title of administrative head:

Name: Louis Zumbach Title: Chairperson, County Board of Supervisors

Address: 935 Second Street SW

City: Cedar Rapids State: IA ZIP Code: 52404 County: Linn

Phone/FAX: 319-892-5000 Email: louis.zumbach@linncountyiowa.gov

Name and title of designated Title VI coordinator:

Name: Bradley J. Ketels Title: County Engineer

Address: 1888 County Home Rd

City: Marion State: IA ZIP Code: 52302 County: Linn

Phone/FAX: 319-892-6400/6419 Email: brad.ketels@linncountyiowa.gov

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, Linn County
has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
 - (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
 - a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Civil Rights Bureau
800 Lincoln Way
Ames, Iowa 50010
515-233-7970
515-232-6739 (FAX)
civil.rights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
 - a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
 - a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
 - a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
 - a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
 - a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

Linn County

Signature

Printed Name and Title

Date

Signature

Louis Zumbach, Chairperson, County

Printed Name and Title

January 25, 2023

Date

Title VI Non-discrimination Policy Statement

The _____ Linn County _____, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's _____ County Engineer _____, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Louis Zumbach, Chairperson, County

Printed Name and Title

January 25, 2023

Date

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The Linn County (herein referred to as the “Recipient”), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Linn County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, Linn County also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Linn County gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Linn County

(Name of Recipient)

by

(Signature of Authorized Official)

DATED January 25, 2023

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the Linn County will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Linn County all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Linn County and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Linn County, its successors and assigns.

The Linn County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Linn County will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Linn County pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Linn County will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Linn County will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Linn County and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by Linn County pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Linn County will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Linn County will there upon revert to and vest in and become the absolute property of Linn County and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Linn County Purchasing Division

Attachment A-1

CHLORIDE

Fill out and return according to the instructions and information provided in **M-CHLORIDE(23)** Request for Proposal.

Proposal I.D. No.

Contractor's No.

Project No. M-CHLORIDE(23)

County Linn

Bid Order No.

Page No.

Type of Work: Dust Control

Unit bids must be typed or shown in ink or the bid will be rejected.

Line No. Item No.	Item on which bid is based Bidder shall show unit price and extension for each item for each item and total for each group.	Item Quantities and Units	Unit Price		Amount	
			Dollars X,XXX,XXX	Cents XXXX	Dollars X,XXX,XXX	Cents XXXX
1	38% concentration Calcium Chloride applied to various roads between May 1 & June 30, 2023	400,000 Gals.	\$1	29	\$516,000	00
2	38% concentration Calcium Chloride applied to various roads between July 1 & July 31, 2023	100,000 Gals.	\$1	29	\$129,000	00
3	38% concentration Calcium Chloride applied to various roads between August 1 & December 31, 2023	50,000 Gals.	\$1	29	\$64,500	00
CaCl2 TOTAL					\$709,500	

ALTERNATE – MAGNESIUM CHLORIDE

Line No. Item No.	Item on which bid is based Bidder shall show unit price and extension for each item for each item and total for each group.	Item Quantities and Units	Unit Price		Amount	
			Dollars X,XXX,XXX	Cents XXXX	Dollars X,XXX,XXX	Cents XXXX
4	32% concentration Magnesium Chloride applied to various roads between May 1 & June 30, 2023	556,000 Gals.				
5	32% concentration Magnesium Chloride applied to various roads between July 1 & July 31, 2023	139,000 Gals.				
6	32% concentration Magnesium Chloride applied to various roads between August 1 & December 31, 2023	69,500 Gals.				
MgCl2 TOTAL						

Company Name: Binns & Stevens

Phone: 641-672-2566

Fax: 641-673-3512

E-mail: heather@binnsandstevens.com

Signature: Heather Stevens

Date: 11/18/23

*Please provide a business card

Type of Work: Dust Control
System: Secondary Roads
Location and Description

Project No.: M-CHLORIDE(23)
Miles: N.A. County: Linn

Various locations on secondary road system

Proposal of Binns & Stevens

PO Box 1005, 1503 17th Ave East	Name of Bidder Oskaloosa	Iowa	52577
Street Address	City	State	Zip Code

The bidder hereby certified that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans (reference recent map of Linn County) and specifications and this contract form and is aware of the special provisions contained herein; that the bidder understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified materials in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Section 314.2 Code of Iowa, that the bidder has made no agreement with any supplier of motor fuel which will result in a violation of Section 324.17(8) Code of Iowa,

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or, if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Enclosed herewith is a certified check, credit union share draft, Cashier's check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Iowa Department of Transportation as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned..

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the state of Iowa where applicable.

LETTING DATE: Friday, 1/20/23
at 9:00 a.m. at the
Purchasing Director's Office
Linn County Public Service Center
935 2nd Street S.W., Cedar Rapids, Iowa 52404

Signatures are to be by authorized agent; if joint venture, each should sign

Signed Heather Shins

**ATTACHMENT B-1
NON-COLLUSION AFFIDAVIT
LINN COUNTY, IOWA**

PROJECT: M-CHLORIDE(23)

BIDDER'S ATTENTION IS DIRECTED TO THE FOLLOWING REQUIREMENT

In order to comply with the following and to enable the County to award contracts without undue delay, each contractor submitting a bid on this project shall complete the affidavit below and have it notarized.

The Board of Supervisors requires, as a condition precedent to their approval of the contract for this work, that there be filed a sworn statement executed by, or on behalf of, the person, firm, association or corporation to whom such contract is to be awarded certifying that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn to by the successful bidder before a person who is authorized by the laws of this state to administer oaths. The original of such sworn statement shall be filed County Auditor prior to the award of the contract.

AFFIDAVIT

State of Iowa)
Mahaska County)

I, Heather Stevens, being first duly sworn on oath do say that I am (a partner) (the owner) (the president*) of the Binns & Stevens Company, do hereby certify that the person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Heather Stevens
Signature

Subscribed and sworn to before me this 18th day of January, 2023



Jennifer Barnes
Notary Public in and for the State of Iowa

*Or other corporate officer

My commission expires 1/17/2026

**ATTACHMENT C-1
HOLD HARMLESS AGREEMENT
M-CHLORIDE(23)**

The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, arising out of, or resulting from, the Contractor's operations under this Contract. Provided, however, that the Contractor need not indemnify and hold harmless the Owner from damages resulting from or apportioned to the negligence of the Owner. The insurance coverage specified in this Contract constitutes the minimum requirements and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Contract.

Dated this 18th day of January, 2023.

Binns & Stevens

Name of Contractor

By: 
Authorized Signature

President

Title

**ATTACHMENT D-1
CERTIFICATION OF NONSEGREGATED FACILITIES**

BIDDER'S ATTENTION IS DIRECTED TO THE FOLLOWING REQUIREMENT

In order to comply with the following and to enable the County to award contracts without undue delay, each contractor submitting a bid on this project shall complete the document below and submit it with their bid.

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder certifies that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, disability or national origin, because of habit, local custom or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001

Date: January 18, 2023

Binns & Stevens

Name of Bidder

Heather Stevens

By

President

Title

Official Address (including ZIP Code)

PO Box 1005, 1503 17th Ave East

Oskaloosa, IA 52577



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Iowa, dba Ruhl & Ruhl Insurance 215 Brady St Suite 4B Davenport IA 52801	CONTACT NAME: Joyce Briggs	
	PHONE (A/C, No, Ext): 563-823-6724 FAX (A/C, No): 563-324-3410	
	E-MAIL ADDRESS: joyce.briggs@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Western National Mutual Insurance Company	15377
	INSURER B: Pioneer Specialty Insurance Company	40312
	INSURER C: Navigators Specialty Insurance Company	36056
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 363155278 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			CPP106864408	1/8/2023	1/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPP106857509	1/8/2023	1/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ \$10,000			UMB101128708	1/8/2023	1/8/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV100848309	1/8/2023	1/8/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
C	Excess Umbrella			GA23EXCZ0AAYCIC	1/8/2023	1/8/2024	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Linn County Iowa is included as additional insured under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

Linn County Iowa
1888 County Home Road
Marion IA 52302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Purchase Order

#: PO434

1/23/2023

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Vendor

BITUMINOUS MATERIAL &
SUPPLY
PO BOX 933457
CLEVELAND OH 44193
United States

TOTAL

\$562,650.00

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	JERAD KELLEY	(319) 892-6430	

Quantity	Units	Item	Description	Rate	Amount
50,000	G	DUST CONTROL MATERIAL - MC-70	DUST CONTROL MATERIAL - MC-70	\$3.545	\$177,250.00
120,000	G	DUST CONTROL MATERIAL - MC-3000	DUST CONTROL MATERIAL - MC-3000 WITH ANTI-STRIP	\$3.195	\$383,400.00
20	HR	DEMURRAGE	DEMURRAGE	\$100.00	\$2,000.00

Memo: LIQUID ASPHALT PRODUCTS

Total

\$562,650.00

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States



PO434

LINN COUNTY
LIQUID ASPHALT PRODUCTS
RESULTS

1/23/2023

BITUMINOUS
MATERIALS &
SUPPLY

L.L. PELLING

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
MC-70	50,000	GAL	\$ 3.5450	\$ 177,250.00	\$ 3.7500	\$187,500.00
MC-3000 (with anti-strip)	120,000	GAL	\$ 3.1950	\$ 383,400.00	\$ 3.4000	\$408,000.00
DEMURAGE	20	HR	\$ 100.00	\$ 2,000.00	\$ 120.00	\$ 2,400.00
TOTAL				\$ 562,650.00		\$597,900.00

Bituminous Material & Supply, L.P.
900 Raccoon St
Des Moines, IA 50309-5044
(P) 515-288-1076
(F) 515-288-9939
© 515-664-5031
Steve Rooney
srooney@asphalt-materials.com