

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**

Monday, April 10, 2023

10 a.m.

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

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

Minutes

Discuss and decide on meeting minutes.

Proclamation: National Public Safety Telecommunicators Week – April 9-15, 2023

Discuss allowing residents who live in unincorporated Linn County in the half-mile buffer zone around the cities of Cedar Rapids, Marion, Hiawatha zoned as Urban Services Residential (USR) to openly burn tree debris from the August 2020 derecho and subsequent storms.

Approve and authorize Chair to sign a contract between the Iowa Economic Development Authority and Linn County for Community Development Block Grant Disaster Recovery funding.

Discuss and approve a resolution authorizing execution of a contract with East Central Iowa Council of Governments for Community Development Block Grant Disaster Recovery Grant Administration and Project Delivery Services for the Dows Pocket Neighborhood Project.

Discuss a resolution to submit a funding application and associated documents for the EPA's Environmental Justice Government-to-Government (EJG2G) program grant.

Discuss a Service Agreement between Linn County and the East Central Iowa Council of Governments (ECICOG) for the preparation of Community Development Block Grant - Disaster Recovery (CDBG-DR) applications

Discuss a Resolution authorizing and directing the East Central Iowa Council of Governments (ECICOG) to submit a funding application and associated documents for the Community Development Block Grant - Disaster Recovery (CDBG-DR) Derecho Generator Program to the Iowa Economic Development Authority

Discuss a Resolution authorizing and directing the East Central Iowa Council of Governments (ECICOG) to submit a funding application and associated documents for the Community Development Block Grant - Disaster Recovery (CDBG-DR) Derecho Tree Replacement Program to the Iowa Economic Development Authority

Discuss revisions to Board of Supervisors Policy FM-038, Investment of Funds

Public Comment: Five Minute Limit per Speaker

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

Payroll Authorizations

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

Claims

Discuss and decide on claims.

Legislative Update

Discuss and decide on action related to proposed legislation.

Correspondence**Appointments****Adjournment**

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

LINN COUNTY



PROCLAMATION

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

APRIL 9-15, 2023

WHEREAS, dedicated public safety telecommunicators daily serve the citizens of Linn County by answering their requests for law enforcement, fire and emergency medical services by dispatching the appropriate assistance as quickly as possible; and

WHEREAS, the professional public safety telecommunicator is that vital link between the citizen or victim and the public safety provider who may apprehend a criminal, save their possessions from fire, save their life or the life of a loved one; and

WHEREAS, the safety of our emergency responders is dependent upon the quality and accuracy of information obtained by the telecommunicator and the dispatcher's activities providing radio, telephone and computer services; and

WHEREAS, the critical functions performed by professional telecommunicators also include those related to highway safety, road maintenance, public utilities and other services that affect the health and safety of our citizens; and

WHEREAS, emergencies can strike at any time, we rely on the vigilance and pre-paredness of these individuals 24 hours a day, 365 days a year; and

WHEREAS, the Association of Public Safety Communications Officials (APCO), an organization of over 35,000 people in the United States and Canada, has set aside this week in April to recognize telecommunicators and their crucial role in the protection of life and property;

NOW THEREFORE, BE IT PROCLAIMED, on behalf of the Linn County Board of Supervisors, we hereby proclaim the week of April 9-15, 2023 to be **National Public Safety Telecommunicators Week**, in honor of the men and women whose diligence and professionalism help keep our community and citizens safe.

Linn County Board of Supervisors

Chairperson



**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) PROGRAM
CONTRACT**

RECIPIENT:	County of Linn
CONTRACT NUMBER:	20-DRH-020
START DATE:	February 16, 2023
AWARD AMOUNT:	\$990,000
DIRECT MATCH:	\$0
END DATE:	March 31, 2025

THIS COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY ("CDBG-DR") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and the Recipient effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG-DR funds; and

WHEREAS, the Authority received funds under the Extending Government Funding and Delivering Emergency Assistance Act, 2021 (P.L. 117-43) under the Department of Housing and Urban Development, Community Planning and Development, Community Development Fund; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 **ACT**. "Act" means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.) and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto.
- 1.2 **ACTIVITY**. "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997, or otherwise authorized by HUD through subsequent guidance or Federal Register Notices. Activities are line items in the budget and are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 **ALLOWABLE COSTS**. "Allowable Costs" are those costs which are identified in the "Budget Activity" as found in the Recipient's IowaGrants.gov account, and consistent with Federal regulations and guidelines applicable to the CDBG-DR program.
- 1.4 **BUDGET**. "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.5 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)**. "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.6 **CONTRACT**. "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract.

- 1.7 **END DATE** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 10.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.
- 1.8 **EXTENDING GOVERNMENT FUNDING AND DELIVERING EMERGENCY ASSISTANCE ACT, 2021** "Extending Government Funding and Delivering Emergency Assistance Act, 2021" as signed into law on September 30, 2021.
- 1.9 **FAIR MARKET VALUE** "Fair Market Value" means a value based upon the fair market value of the property to be acquired.
- 1.10 **GRANT**. "Grant" means the award of CDBG-DR funds to the Recipient for Project activities.
- 1.11 **GREEN STREETS**. "Green Streets" means the Iowa Green Streets Criteria adopted by IEDA as the green building standard required under the Extending Government Funding and Delivering Emergency Assistance Act, 2021.
- 1.12 **HUD**. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.13 **INCOME VERIFICATION**. "Income Verification" means the verification of the income of a tenant or home buyer to qualify as a Low-and-Moderate income family for income-qualified activities, as set forth in Article 4.3.
- 1.14 **IOWAGRANTS.GOV**. "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov.
- 1.15 **LOW- AND MODERATE-INCOME PERSONS**. "Low- and Moderate-Income Persons" means those families and individuals whose income does not exceed 80 percent of the median income of the area involved in an activity funded through this contract, as determined by the Secretary of HUD with adjustments for smaller and larger families.
- 1.16 **LOW-AND MODERATE AREA**. "Low and Moderate Area" means activities providing benefits that are available to all the residents of a particular area, at least 51% of whom are low/mod income.
- 1.17 **PROGRAM** "Program" means the Community Development Block Grant Program Disaster Recovery ("CDBG-DR") authorized by Extending Government Funding and Delivering Emergency Assistance Act, 2021 and pursuant to the Federal Register Notice dated February 3, 2022, relevant preceding notices, HUD approved Certifications and the Program Policies and Procedures Manual.
- 1.18 **PROGRAM INCOME**. "Program Income" shall have the meaning for such term set forth in 24 CFR 570.S00(a), as modified by the Program Rules.
- 1.19 **PROGRAM RULES**. "Program Rules" means the Act, as modified by the Extending Government Funding and Delivering Emergency Assistance Act, 2021 (Public Law 117-43), and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto including but not limited to HUD Notices published in the Federal Register on February 3, 2022, any additional HUD Notices or other guidance that may be disseminated, HUD approved Certifications, and the Program Policies and Procedures Manual.
- 1.20 **PROJECT**. "Project" means the totality of work, services, and activities to be performed or accomplished by the Recipient as described in this Contract and iowaGrants.gov.
- 1.21 **RECIPIENT** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG-DR requirements, including those found in Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the applicable HUD approved Certifications, and the Program Policies and Procedures Manual. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92

1.22
hereof.

SECURITY INSTRUMENTS. "Security Instruments" means, collectively, those documents described in Article 5.1

1.23 **SPECIAL FLOOD HAZARD AREA.** "Special Flood Hazard Area" means an area designated as a special hazard flood area on the most recent National Flood Insurance Program map for such area.

1.24 **TERM OF AFFORDABILITY** "Term of Affordability" means the period of time during which the housing assisted through an eligible activity funded through this contract is rent-restricted, or the occupants of such housing are income-qualified as set forth in Program Guidelines as found in the Policies and Procedures Manual.

1.25 **URA.** "URA" means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as Amended.

ARTICLE 2 **FUNDING**

2.1 **FUNDING SOURCE,** The source of funding for the Grant is a Federal appropriation for the Program.

2.2 **RECEIPT OF FUNDS** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the Program. Any termination, reduction or delay of Program funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of Program funds to the Recipient.

2.3 **PRIOR COSTS** If any Recipient has received approval from the Authority to incur certain costs prior to the Start Date of this Contract, then said approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth; provided, however, that no such costs incurred prior to September 28, 2022 shall be reimbursed. Any such costs incurred prior to the Start Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within thirty (30) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

ARTICLE 3 **TERMS OF GRANT**

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 **ADMINISTRATION.** This Contract shall be administered in accordance with all applicable State and Federal laws and regulations now in effect and as may be amended from time to time, and including the Program Policies and Procedures Manual and the Iowa Community Development Block Grant Management Guide as which may be amended or changed from time to time, and which can be accessed on the Authority's website, to the extent applicable to the Program and not in conflict with the Program Rules.

3.4 **LOCAL EFFORT REQUIREMENTS.** The Recipient agrees to provide other funds contribution to the Project as defined in the "Local" column of the budget shown in the "Budget Activity" as found in the Recipient's IowaGrants.gov account. Expenditures above this level, necessary to complete the statement of work and services, shall be paid with local/other funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 9.1 (b), "Reports". The Authority does agree to allow a delay in the contribution of local cash.

3.5 **RECAPTURE OF GRANT.** Provided that compliance is satisfactorily maintained, no repayment of the Grant will be required. If a rental Project is converted to an alternate (non-residential) use during the Term of Affordability, the Grant shall be repaid as specified by the Authority. If an owner-occupied Project is sold or transferred during the Term of Affordability, the Grant shall be repaid as specified by the Authority, the Recipient shall insure the Borrower shall pay the un-forgiven balance of

the Loan or the total of the net proceeds of the sale, whichever is less, and the funds returned to the Authority,

ARTICLE 4 **PERFORMANCE TARGET ACHIEVEMENT**

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity" as found in the Recipient's IowaGrants.gov account.

4.2 **CALCULATION OF PROJECT COMPLETION.** The Authority has the final authority to assess whether the Recipient has met their performance targets at the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity" as found in the Recipient's IowaGrants.gov account. The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

4.3 **AFFORDABILITY REQUIREMENTS.** All projects awarded under this contract will comply with the Term of Affordability stipulated in the Program Guidelines found in the Program Rules as applicable, and enforced by the relevant Security Instrument.

ARTICLE 5 **SECURITY**

5.1 **SECURITY INSTRUMENTS.** The Recipient shall ensure the execution of all appropriate Security Instruments for this Contract in the Authority's favor, as required by the Authority, in form and substance satisfactory to the Authority. The following Security Instruments shall be prepared, executed, and appropriately recorded/filed for the Contract as applicable:

- (i) Agreement for Covenants and Restrictions.
- (ii) Mortgage/Lien

5.2 **FILING.** The Recipient shall file and record (as applicable) in the proper and timely manner any and all Security Instruments noted in 4.1 above that are required by the Authority to be filed, and promptly provide the Authority with dale stamped originals of the recorded documents.

5.3 **OTHER.** The Recipient shall obtain and provide to the Authority lien searches, a Title Guaranty Certificate, and the HUD closing (Financing) statement (as applicable).

ARTICLES **USE OF FUNDS**

6.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the Recipient's approved "Budget Activity" as found in the Recipient's IowaGrants.gov account.

6.2 **PROGRAM INCOME.** Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG-DR funds are considered program income when the total amount of any CDBG-DR program income received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG-DR funds. Program income received by the Recipient after the End Date shall be returned to the Authority.

6.3 **BUDGET REVISIONS.** Budget revisions shall be subject to approval of the Authority through the Contract amendment process. Budget line item decreases that would lower the Recipient's performance level required under this Contract must be first approved by the Authority through the amendment process. In no instance shall a budget revision result in total costs exceeding the total Contract amount. Budget revisions shall be compatible with the terms of this Contract and be of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete all activities. The Authority retains the right to amend this contract to reduce the award amount when necessary to achieve an equitable distribution of funds for all areas of the state.

6.4 **PROHIBITION ON USE OF FUNDS.** The funds provided under this Contract shall not be used for activities reimbursable by or for which funds are made available by the Federal Emergency Management Agency or the Army Corps of Engineers. The funds may be used as matching requirement, share or contribution for any other Federal program when used to carry out an eligible CDBG-DR activity as authorized by HUD. In addition, no funds provided under this Contract may be used for the purchase of equipment or other personal property.

6.5 **ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to two percent (2%) of the total CDBG-DR funds as specified in the "Budget Activity" as found in the Recipient's IowaGrants.gov account. Program income received by the Recipient during the Contract

period is subject to the two percent (2%) administrative cost limitation. Total administrative costs (Federal) on the Project shall not exceed two percent (2%) of total Project Budget. Project delivery costs allocable to a Project site including but not limited to acquisition and environmental review activities are not included in administrative costs for purposes of this section. If necessary and reasonable, IEDA may provide additional Administration beyond 2% on a case-by-case basis, understanding that the overall HUD grant will never exceed 5% in total Administration costs.

6.6 **DUPLICATION OF BENEFITS** 42 U.S.C. 5155 provides that any federal agency administering any program **providing financial assistance to person, business concerns or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or other entity will receive such assistance with respect to any part of such loss as to which it has received financial assistance under any other federal program or from insurance or any other source** (the "Duplication of Benefits Rules"). The Recipient covenants to comply with the Duplication of Benefits Rules and to report any information with respect to the Duplication of Benefits Rules to IEDA as a condition to disbursements under this Contract.

6.7 **COMPLIANCE WITH PROGRAM RULES**. All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.

6.8 **DISASTER RELIEF REQUIREMENT**. Use of all funds pursuant to this Contract shall be for necessary expenses **related to disaster relief, long-term recovery and restoration of infrastructure, housing and economic revitalization in areas** covered by the declarations of major disasters declared under Title IV of the Robert T. Stafford Disaster Relief and Emergency Act (42 U.S.C., Section 5721 et Seq.) designated Disaster N. 4557 ("the disaster"). All projects funded under this agreement must be located in one or more county in the State of Iowa for which this disaster was presidentially declared.

6.9 **SPECIAL FLOOD HAZARD AREA** No funds under this Project shall be expended with respect to property located in a Special Flood Hazard Area or equivalent in FEMA's most recent and current data source unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain accordance with Executive Order 11988 and 24 CFR part 55.

6.10 **FLOOD INSURANCE REQUIREMENTS** The following requirements shall apply to this Contract:

(a) No funds under this Contract may be used for repair, replacement or restoration for damage to any personal, residential or commercial property if that person at any time has received federal flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property.

(b) The Recipient shall notify property owners receiving disaster assistance for which the owner is required to obtain flood insurance as set forth herein that such property owners have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so. The following duties and requirements shall apply:

(i) The transferor shall, not later than the date on which such transfer occurs, notify the transferee in writing of ANY requirements to (A) obtain flood insurance in accordance with applicable federal law with respect to such property, if the property is not so insured as of the date on which such property is transferred; and (B) maintain flood insurance in accordance with applicable federal law, which written notification shall be contained in the deed or other document evidencing the transfer of ownership of the property.

(ii) If the transferor of such property fails to provide notice as described in this subsection c and, subsequent to the transfer of such property (A) the transferee fails to obtain or maintain flood insurance in accordance with applicable federal law, with respect to such property; (B) such property is damaged by a flood disaster; and (C) federal disaster relief assistance is provided for the repair, replacement, or restoration of such property as a result of such damage, then the transferor shall be required to reimburse the Federal Government in an amount equal to the amount of federal disaster release assistance provided with respect to such property.

(iii) The notification requirements of this section apply to personal, commercial or residential property for which federal disaster relief assistance made available in a flood disaster area has been provided, prior to the date on which the property is transferred, for repair, replacement or restoration of such property, if such assistance was conditioned upon obtaining flood insurance in accordance with applicable federal law with respect to such property.

(c) For purposes of this section, the term "Federal disaster relief assistance" applies to HUD or other federal assistance for disaster relief in "flood disaster areas," and the term "flood disaster area" has the meaning given such term in Section 582(d)(2) of the National Flood Insurance Reform Act of 1994, as amended, and includes an area receiving a presidential declaration of a major disaster or emergency as a result of flood conditions.

ARTICLE 7

CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

7.1 **CONTRACT EXECUTED** The Contract shall have been properly executed and, where required, acknowledged.

7.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS** Funds shall not be released under this Contract for non-exempt activities until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program" and summarized in the Iowa Community Development Block Grant Management Guide, each to the extent applicable to the Program and not in conflict with the Program Rules. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any Programmatic Agreement between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract. The Recipient shall comply with any lead agency agreement between FEMA and IEDA applicable to any activity included in this contract. If a property being acquired is located in an area designated as a special flood hazard area on the most current flood advisory maps of the Federal Emergency Management Agency (FEMA), additional environmental review must be performed that complies with the requirements of 24 CFR Part 55 and Executive Order 11988.

7.3 **FINANCIAL COMMITMENTS** The Recipient shall have submitted a firm written commitment from each source of funds to the Project Identified in the "In the "Budget Activity" as found in the Recipient's IowaGrants.gov account". Each agreement shall include the amount, terms, estimated time of contributions, and conditions of the financial commitment, as well as any schedules. These commitments must be in a form and amount acceptable to the Authority.

7.4 **PERMITS AND LICENSES** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

7.5 **EXCESSIVE FORCE POLICY** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(1) of the Housing and Community Development Act of 1974, as amended.

7.6 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

7.7 **CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY** For each activity included in this grant as identified in the "Budget Activity" found in the Recipient's IowaGrants.gov account the Recipient shall comply with the corresponding applicable conditions noted in iowagrants.gov prior to release of funds for that activity.

7.8 **CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION FOR A SPECIFIC ACTIVITY** The Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity, for any items listed in iowagrants.gov Main Data Conditions/Clearances that apply to outside agency actions. If no applicable conditions are identified in Main Data Conditions/Clearances, none of the conditions in this Section shall apply to the activities funded by this Contract as described in the "Budget Activity" as found in the Recipient's IowaGrants.gov account to the Contract.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

8.1 **AUTHORITY** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

8.2 **FINANCIAL INFORMATION** All financial statements and related materials concerning the Project provided to the

Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

8.3 **CLAIMS AND PROCEEDINGS** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

8.4 **PRIOR AGREEMENTS** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

8.5 **START DATE**, The covenants, warranties and representations of this Article are made as of the Start Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for **disbursement of funds**.

ARTICLE 9 **COVENANTS OF THE RECIPIENT**

9.1 **AFFIRMATIVE COVENANTS**, Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) **REPORTS** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

REPORT

DUE DATE

1. Request for Payment	At least every three (3) months
2. Activity Status Report	At least every three (3) months
3. Section 3 Report (if applicable)	Submitted annually
4. Updates to the Applicant/Recipient Disclosure Report (HUD Disclosure Form 2880)	As needed due to changes
5. Final request for Payment/ Status Report	Within 30 days of End Date
6. Single Audit Form (required)	Within 30 days of receipt
7. Audit Reports (if applicable)	Within 30 days of audit completion
8. Green Streets reports (required)	Within 30 days of report completion
9. Other reports as required by the Authority and the Program Rules	As needed

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown above if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG-DR program.

(c) **RECORDS** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a minimum of three years beyond the date upon which IEDA's grant with HUD is closed. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) **ACCESS TO RECORDS/INSPECTIONS** The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract; the Recipient shall provide proper facilities for making such examination and/or inspection.

(e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in the CDBG-DR application, this Contract, the "Budget Activity" as found in the Recipient's IowaGrants.gov account, and as approved by the Authority.

(f) DOCUMENTATION The Recipient shall deliver to IEDA, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) NOTICE OF PROCEEDINGS The Recipient shall promptly notify IEDA of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. Only to the extent permitted by the Iowa Constitution and the laws of the State of Iowa, the Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all claims or losses accruing or resulting from any and all claims of subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract (singularly, a "Vendor" and, collectively, "Vendors") and from any and all claims and losses accruing or resulting from any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract, including but not limited to claims under worker's compensation acts, claims of damages because of bodily injury including personal injury, sickness or disease, death, injury to or destruction of tangible property including but not limited to loss of use therefrom; and from claims arising out negligent errors, omissions or acts of the Recipient. The Recipient shall require that any subrecipient or Vendor provide such indemnification to the Authority in addition to the indemnification provided by the Recipient.

(i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

0) CERTIFICATIONS. The Recipient certifies and assures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations, and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following, as modified by the waivers and alternative requirements contained in the Program Rules:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes: and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (PL 101 235), and **implementing regulations.**

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead

Based Paint Poisoning Prevention Act (42 U.S.C. 4821 -4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Financial and Program Management guidelines issued by the Iowa Economic Development Authority: the Iowa CDBG Management Guide and the IEDA Audit Guide, to the extent applicable to the Program and not in conflict with the Program Rules.

(xii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and **implementing** regulations.

(xiii) Fair Labor Standards Act and implementing regulations.

(xiv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.

(xv) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.

(xvi) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(xvii) Drug-Free Workplace Act.

(k) **MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE** The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in their industry. This insurance shall be in an amount not less than the full insurable value of the Project property. In addition, the Recipient shall purchase and maintain liability insurance sufficient to afford coverage for any acts for which the Recipient is required to indemnify the Authority pursuant to this Section 8.1. The subrecipient shall name the Recipient and Authority as a mortgagee and/or an additional loss payee, as appropriate, and the Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate. Proof of Recipient's self-insurance shall satisfy the requirements in this section.

9.2 **NEGATIVE COVENANTS.** During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

(a) **ASSIGNMENT.** Assign its rights and responsibilities under this Contract.

(b) **ADMINISTRATION.** Discontinue administration activities under the Contract.

ARTICLE 10 **DEFAULT AND REMEDIES**

10.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:

(a) **MATERIAL MISREPRESENTATION.** If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(b) **NONCOMPLIANCE** If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

(c) **END DATE.** If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.

(d) **MISSPENDING** If the Recipient expends Grant proceeds for purposes not described in the CDBG-DR National Resilient Disaster Recovery Phase ONE and TWO application, this Contract, or as authorized by the Authority.

(e) **INSURANCE** If loss, theft, damage or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage.

10.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

10.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

(a) exercise any remedy provided by law,

(b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

10.4 **FAILURE TO MEET PERFORMANCE TARGETS** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate.

ARTICLE 11 **INCORPORATED DOCUMENTS**

11.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

- (a) "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- (b) Attachment A
- (c) 2020 Derecho CDBG-DR Policies and Procedures Manual <https://www.iowaeda.com/disaster-recovery/2019/>
- (d) Federal Register Notice dated February 3, 2022; Vol. 87, No. 23 Pages 6364-6392

11.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 12 herein.
- (b) The "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- (c) Program Rules (2020 Derecho CDBG-DR Policies and Procedures Manual)

11.3 **SUPERSEDING AUTHORITY.** Notwithstanding any provision herein to the contrary, in the event of any provision of this Contract, including Attachment A, conflicts with any of the Program Rules, such conflicting provisions shall be of no force and effect, the Program Rules shall apply in lieu thereof as though fully set forth herein.

ARTICLE 12 **MISCELLANEOUS**

12.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

12.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives, and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

12.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

12.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

12.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be in delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

12.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

12.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

12.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

12.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

12.10 **COUNTERPARTS.** This Contract 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 one and the same instrument.

12.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

12.12 **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of the terms of the Contract and Related Documents.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: County of Linn

BY:

Chairperson
County of Linn
935 2nd St SW
Cedar Rapids, Iowa 52404

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Brian Sullivan, Chief Programs Officer

ATTACHMENT A
GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
October 3, 2018

1.0 AMENDMENT

(a) **WRITING REQUIRED** The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **UNILATERAL MODIFICATION** Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) **AUTHORITY REVIEW** The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS

(a) **SINGLE AUDIT** The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) **ADDITIONAL AUDIT** As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

4.0 UNALLOWABLE COSTS If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient shall repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG-DR funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG-DR assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition or improvement to the real property.

5.0 PROGRAM INCOME All program income, as defined in 2 CFR part 200, subpart E and 24 CFR 570.489, shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG-DR Application. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED To the extent that interest is earned on advances of CDBG-DR funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 SUSPENSION When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG-DR funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient

could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 **TERMINATION.**

(a) **FOR CAUSE** The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) **FOR CONVENIENCE** The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) **DUE TO REDUCTION OR TERMINATION OF CDBG-DR FUNDING** At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG-DR Federal block grant funds to the State.

9.0 **PROCEDURES UPON TERMINATION.**

(a) **NOTICE** The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancelable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) **RIGHTS IN PRODUCTS** All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) **RETURN OF FUNDS** The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the **disallowance**.

10.0 **ENFORCEMENT EXPENSES** The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 **INDEMNIFICATION** Only to the extent permitted by the Iowa Constitution and the laws of the State of Iowa, the Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 **CONFLICT OF INTEREST**

(a) **GENERAL** Except for the use of CDBG-DR funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG-DR assisted activities or who are in a position to participate in a decision making process or gain side information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG-DR assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) **PERSONS COVERED** The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG-DR funds.

(c) **CONFLICTS OF INTEREST** Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 **USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS** CDBG-DR funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 **CIVIL RIGHTS.**

(a) **DISCRIMINATION IN EMPLOYMENT** The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11-121.

(b) **CONSIDERATION FOR EMPLOYMENT** The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) **SOLICITATION AND ADVERTISEMENT** The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's IowaJobs web site found at <https://www1.iowajobs.org/>.

(d) **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT** The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) **CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING** The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) 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 agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) **PROGRAM NONDISCRIMINATION** The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the

Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program or Project.

(g) **FAIR HOUSING** The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) **SECTION 3 COMPLIANCE** The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

(i) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(j) **INCLUSION IN SUBCONTRACTS** The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **FEDERAL GOVERNMENT RIGHTS** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

18.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS (ECICOG) FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) GRANT ADMINISTRATION AND PROJECT DELIVERY SERVICES FOR THE DOWS POCKET NEIGHBORHOOD PROJECT

WHEREAS, Linn County (COUNTY) was awarded a Community Development Block Grant Disaster Recovery (CDBG-DR) grant by the Iowa Economic Development Authority for the Dows Pocket Neighborhood Project; and

WHEREAS, THE Iowa Economic Development Authority requires grantees to contract with an experienced program administrator entity with staff who are Certified Grant Administrators by the State of Iowa;

WHEREAS, the East Central Iowa Council of Governments (ECICOG) employs staff who are Certified Grant Administrators by the State of Iowa, and has experience with the grant administration and project delivery that will be required; and

WHEREAS, the COUNTY previously entered into a service agreement with ECICOG for CDBG-DR grant application services, and agreed to enter into a contract with ECICOG for administration and project delivery if the grant was awarded; and

WHEREAS, the COUNTY desires to enter into a contract with ECICOG for the grant administration and project delivery services for the Dows Pocket Neighborhood Project.

NOW THEREFORE BE IT RESOLVED, THAT THE LINN COUNTY BOARD OF SUPERVISORS AUTHORIZES THE CHAIRPERSON TO SIGN A CONTRACT WITH THE EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS FOR THE CDBG-DR ADMINISTRATION AND PROJECT DELIVERY SERVICES FOR THE DOWS POCKET NEIGHBORHOOD PROJECT.

PASSED AND APPROVED this 10 day of April 2023.

Louis Zumbach, Chairperson

ATTEST: _____
Joel Miller, Auditor

**CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER
RECOVERY (CDBG-DR) SERVICES**

Contract Title: **CDBG-DR Administration and Project Delivery Services (the
“Contract”)**

Contractor:
(payments to) **East Central Iowa Council of Governments**
700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

Contract Number: **20-DRH-020, the “CDBG-DR Contract”**

Local Government: **Linn County, Iowa**

Contract Amount: **Project Delivery (New Single-Family Housing) \$30,000**
Actual cost at \$75 per hour -- not to exceed thirty thousand dollars

Effective Date: **February 16, 2023**

Expiration Date: **March 31, 2025**

Pursuant to the CDBG-DR Contract, Local Government shall obtain the written consent of Iowa Economic Development Authority (“TEDA”) prior to directly or indirectly assigning its rights and responsibilities under the CDBG-DR Contract. By executing this Contract, Local Government represents that it is in compliance with CDBG-DR Contract obligations. The Contractor agrees to perform all services set forth in the attached Special Conditions, for the consideration stated herein. The rights and obligations of the parties to this Contract (collectively, the “Parties”; individually, a “Party”) shall be subject to and governed by the Special Conditions and the General Conditions. Any work performed by the Contractor beyond this Contract's scope will conform to fees shown in Appendix “B”. The Parties agree that the Contractor's performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including any and all subrecipients of CDBG-DR Contract funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of CDBG-DR Contract funding.

To the extent of any inconsistency between the Special Conditions or the General Conditions, and any specifications or other conditions which are made a part of this Contract, by reference or otherwise, the Special Conditions and the General Conditions shall control. To the extent of any inconsistency between the Special Conditions and the General Conditions, the Special Conditions shall control.

IN WITNESS THEREOF, the Parties hereto have executed this Contract on the day and year last specified below.

Local Government:

Contractor:

Louis J. Zumbach, Chair
Linn County Board of Supervisors

Karen Kurt, Executive Director
East Central Iowa Council of Governments

Date

Date

SPECIAL CONDITIONS

Article 1.1.0 Identification of Parties

This Contract is entered into by and between the East Central Iowa Council of Governments (hereafter referred to as “Contractor”) and **Linn County**, Iowa (hereafter referred to as the “Local Government”).

Article 1.2.0 Statement of Purpose

WHEREAS, the Local Government has been awarded the CDBG-DR Contract, to assist with implementation of a **Housing** project (the “Project”), under the Extending Government Funding and Delivering Emergency Assistance Act, 2021 (P.L. 117-43) under the Department of Housing and Urban Development Community Planning and Development, Community Development Fund, and

WHEREAS, the Contractor has the necessary ability and certification necessary to provide project delivery administration services for the CDBG-DR Contract,

THEREFORE, the Parties hereto do agree as follows:

Article 1.3.0 Area Covered

The Contractor shall perform all the work and services required under this Contract in connection with and respecting the jurisdiction and authority of the Local Government.

Article 1.4.0 Statement of Work and Services

The Parties agree that the Contractor’s performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including any and all subrecipients of CDBG-DR Contract funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of CDBG-DR Contract funding. The Contractor shall perform in a satisfactory and proper manner, as determined by the following work and services, as appropriate:

- 1.4.1 Provide technical assistance to meet financial management and auditing standards of the Project.
- 1.4.2 Provide administration, oversight and coordination of Project documentation, records and reports in accordance with CDBG-DR record keeping requirements.
- 1.4.3 Provide technical assistance with regard to labor and equal opportunity standards, including Davis-Bacon and related acts, Contractor Work Hours and Safety Standards Act, and the Copeland Anti-kickback Act.
- 1.4.4 Provide technical assistance to complete the environmental review requirements according to NEPA regulations.
- 1.4.5 Provide technical assistance in regard to Affirmative Fair Housing, Section 3 compliance, and Civil Rights Laws compliance.
- 1.4.6 Conduct periodic inspections during the construction phase, including required inspections for progress payments, and complete verification of assisted

household incomes to ensure compliance and to meet affordability period requirements.

- 1.4.7 Develop all necessary documents and upload all required documentation into IowaGrants.gov account to comply with state and federal regulations.

Article 1.5.0 Reports and Products

The Contractor shall prepare and submit the following reports and products to the Local Government, with copies as required:

- 1.5.1 Environmental Review Record.
- 1.5.2 Records as necessary for project completion.
- 1.5.3 Code of Conduct, URA, Procurement Policy and other reports and policies.
- 1.5.4 Status of and Request for Payment forms,

Article 1.6.0 Designation of Officials

- 1.6.1 Contractor: The Executive Director of the Contractor is the Contractor authorized to negotiate and execute any changes in the terms, conditions or amounts specified in this Contract.
- 1.6.2 Local Government: The Chief Elected Official of the Local Government is the official authorized to execute any changes in the terms, conditions or amounts specified in this Contract and is designated to negotiate on behalf of the Local Government any changes to this Contract.

Article 1.7.0 Time of Performance

The services of the Contractor are to commence on the "Effective Date" shown on Page 1 of this document, and shall be undertaken in such sequence as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the "Expiration Date" shown on Page 1 of this document. Costs incurred against the Project prior to formal grant award by the IEDA shall not be allowed unless specifically approved by IEDA.

Article 1.8.0 Additional Special Conditions

- 1.8.1 Local Government Obligations: The Local Government shall provide in support of this Contract the amount shown on Page 1 of this document. This amount shall be provided in the form of cash.
- 1.8.2 Audit Requirements: The Local Government shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996 and OMB 2 CFR part 200, Subpart E; and OMB 2 CFR part 200; Subpart F, IEDA's administrative rules for the CDBG-DR program (261 Iowa Administrative Code Chapter 23), and the Iowa CDBG-DR Management Guide. The records and books of the Contractor shall be made available to the Local Government for this purpose.

- 1.8.3 General Obligations: The Contractor shall carry out the program objectives listed in the Statement of Work and Services in a lawful, satisfactory and proper manner and in accordance with such circulars, policies, procedures and requirements as may from time to time be prescribed by the State of Iowa and the Local Government.

Article 1.9.0 Conditions of Payment

- 1.9.1 Maximum Payments: It is expressly understood and agreed that the maximum amounts to be paid to the Contractor by the Local Government for any item of work or service shall be the amount not exceeding the Contract Amount shown Page 1 of this Contract unless modified by written amendment of this Contract as provided in Section 2.1.0.
- 1.9.2 Requisition for Payment: All payments to the Contractor shall be subject to the receipt by the Local Government of requisition for payment. Payments shall be made monthly. A complete accounting of all Contract costs shall occur no later than one (1) calendar month after the expiration of this Contract.
- 1.9.3 Receipt of Federal/State Funds: All payments hereunder shall be subject to the receipt of Federal/State grant funds by the Local Government. The termination, reduction or delay of Federal/State grant funds to the Local Government shall, at the option of the Local Government, be reflected in a corresponding modification to the conditions of this Contract.
- 1.9.4 Chargeable Expenses: Chargeable expenses for project time incurred by salaried personnel of Contractor will not exceed \$75.00 per hour. Chargeable expenses will also include reimbursement at cost for any professional services that may be necessary to be incurred for project implementation and/or administration by an agent of the Contractor.

Article 1.10.0 Project Budget

The Project Delivery budget included in the budget of the CDBG-DR Contract shall be the same as the amount shown on Page 1 of this document.

GENERAL CONDITIONS - HUD CDBG-DR PROGRAM

Article 2.1.0 Amendment of this Document

The Local Government or the Contractor may, during the duration of this Contract, deem it necessary to make alterations to the provisions of this Contract. Any changes to the Special and/or General Conditions of this Contract, made by mutual agreement and in writing, shall be incorporated into this Contract. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

Article 2.2.0 Release of Data and Findings

Any and all reports, information, data findings, etc., given to, prepared, or assembled by the Contractor under this contract shall not be made available to any individual or organization by the Contractor prior to the completion of this Contract in its entirety, without advance written approval of such prior release by the Local Government. Unless otherwise stated in the Special Conditions of this Contract, the Contractor may release reports, information, etc., upon completion of the contract without written approval by the Local Government. This Section

applies to such release mechanisms as scholarly journals, professional conferences and seminars, and news media as well as the interim products of this Contract.

Article 2.3.0 Access and Maintenance of Records

- 2.3.1 The Contractor must maintain all required records for three years beyond the date upon which IEDA's grant with HUD is closed.
- 2.3.2 At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the IEDA, the State Auditor, the General Accounting Office and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this Contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment and all other matters covered by this Contract.

Article 2.4.0 Allowable Costs

- 2.4.1 Allowable costs are specified under the approved Activity Budget as found in the local government's IowaGrants.gov account and presented in the Special Conditions of this Contract. Allowable costs are subject to audit where all or any part of Contract funds are obtained from the federal government.
- 2.4.2 Indirect cost rates shall be determined according to the principles defined by the federal audit standards.
- 2.4. A deviation of any amount which results in total costs exceeding the total Contract amount shall be disallowed unless otherwise provided for through amendment of this Contract. Expenditures generating deviations shall be compatible with the Contract statement of work and services and of such nature as to qualify as an allowable cost.

Article 2.5.0 Suspension and Termination of Contract

- 2.5.1 Suspension: If the Contractor fails to comply with the Special Conditions and/or the general terms and conditions of this Contract, the Local Government may, after written notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contract funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions 2.5.2 or 2.5.3 hereof. The Local Government may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the IEDA regulations.
- 2.5.2 Notice of Default and Termination of Contract. Each Party shall issue a written notice of breach or default of this Contract to the alleged breaching Party, setting forth the specific details of the alleged breach or default and providing therein a fifteen (15) day period in which alleged breaching Party shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the breach or default remains, the Party issuing the breach notice shall have the right, in addition to any other rights and remedies available to it, to terminate this Contract.

- 2.5.3 Termination for Convenience: The Local Government or Contractor may terminate the Contract in whole, or in part, when both Parties agree that the continuation of the Project would not produce beneficial results commensurate with the future expenditure of funds. The Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Local Government shall allow full credit to the Contractor for the Local Government share of the non-cancelable obligations, properly incurred by the Contractor prior to termination.
- 2.5.4 Rights in Incomplete Products: In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other material prepared by the Contractor under this Contract shall, at the option of the Local Government, become the Local Government's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Article 2.6.0 Equal Employment Opportunity

- 2.6.1 The Contractor shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as Amended (42 U.S.C. 5309) which states that the Contractor agrees that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation under any program or activity funded in whole or in part under Title I of this Act. (Further requirements are specified in 24 CFR 570.601).

In addition, the Contractor will comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) which states that the Contractor agrees that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, or as required in Section 504 of the Rehabilitation Act of 1973, as amended, be discriminated against on the basis of disability; and notice of these provisions shall be posted in conspicuous places setting forth provisions of this nondiscrimination clause.

- 2.6.2 The Contractor provides that no person shall be discriminated against in housing and related facilities provided with federal assistance, or discriminated against in lending practices on the basis of race, color, religion, sex, national origin, age, disability, or religious affiliation, as stated in Executive Order 11063.

2.6.3 Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Iowa Civil Rights Act of 1965.
Mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42-U.S.C 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L 93-112, 29 U.S.C. 794)
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with the existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- Federal Executive Order 11246, as amended by Executive Order 11357.
Provides that no one be discriminated in employment.
- Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing

2.6.4 “During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or

orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

Article 2.7.0 Interest of Local Government, Contractor, Officials, & Others

- 2.7.1 Local Government: No officer, member, or employees of the Local Government and no members of its governing body, and no other public official of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affect his personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect in this Contract, or the proceeds thereof.
- 2.7.2 Contractor: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 2.7.3 Officials: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.
- 2.7.4 Political Activity: No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

Article 2.8.0 Assignment of Interest

Neither this Contract or any interest therein nor claim shall be assigned or transferred by any Party to any third parties.

Article 2.9.0 Personnel

- 2.9.1 Selection: The Contractor represents that he/she has, or will secure, all personnel required in performing the work and services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Government.
- 2.9.2 Qualification: All of the work and services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

- 2.9.3 Change of Key Personnel: If for any reason substitution for a specified individual becomes necessary, the Contractor shall provide immediate written notification of such to the Local Government. Any replacement shall be subject to the approval of the Local Government.

Article 2.10.0 Subcontractors

The Contractor reserves the right to subcontract for the completion of the work or services specified under Articles 1.4.0-1.5.0 upon notification of, and approval by, the Local Government.

Article 2.11.0 Contract Coverage

This Contract contains the entire agreement between the Parties and any statements, inducements or promises not contained herein shall not be binding upon said Parties. This Contract shall inure to the benefit of, and be binding upon the successors in office of the respective Parties.

If any part of this Contract or any part of any provision hereof shall be adjudicated to be invalid or unenforceable, then the remaining parts of any provision not specifically so adjudicated to be invalid or unenforceable shall be executed without reference to the part so adjudicated.

Article 2.12.0 Liability

Contractor agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Local Government arising from the failure of the Contractor to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Contractor. Furthermore, the Contractor shall indemnify and save harmless the Local Government from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Contractor or any person working under it, carrying out the terms of this Contract.

The Local Government agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Contractor arising from the direct failure of the Local Government to comply with the terms, rules and regulations in this Contract or directly resulting from negligent acts or omissions of the Local Government. Furthermore, the Local Government shall, only to the extent permitted by the Iowa Constitution and laws of the State of Iowa, indemnify and save harmless the Contractor from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Local Government or any person working under it, carrying out the terms of this Contract.

Article 2.13.0 Certification Regarding Government-Wide Restriction on Lobbying

The Local Government certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, 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 contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. 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 agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

Article 2.14.0 Lead-Safe Housing Regulations (as applicable) 24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

Article 2.14.1 Recycled Materials

The contractor agrees to comply all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative code chapter 1-117.6(5) – Recycled Product and Content, which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless he subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

Article 2.14.2 Information

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG-DR Program.

APPENDIX B

FEES FOR SERVICES RENDERED BEYOND THE SCOPE OF THIS CONTRACT

Should services beyond the scope of this Contract be provided to the Local Government by the Contractor, such fees shall be set on a not to exceed basis, under separate contract, and be billable at a rate of **\$75.00** per hour.

APPENDIX C

Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

RESOLUTION NO. 2023 – 4 –

A RESOLUTION AUTHORIZING AND DIRECTING THE LINN COUNTY SUSTAINABILITY DEPARTMENT
TO SUBMIT A FUNDING APPLICATION AND ASSOCIATED DOCUMENTS FOR
THE ENVIRONMENTAL JUSTICE GOVERNMENT-TO -GOVERNMENT PROGRAM TO THE
US ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the Environmental Justice Government-to-Government (EJG2G) program provides funding at the local level to support “government activities that lead to measurable environmental or public health impacts in communities disproportionately burdened by environmental harms;” and

WHEREAS, the Linn County Board of Supervisors has a previously demonstrated commitment to acting to reduce greenhouse gas emissions and ensuring an equitable approach to sustainable action; and

WHEREAS, Linn County community based organizations have worked collaboratively towards addressing issues related to the quantity and quality of housing stock in Linn County, some of the oldest in the country, through the Alliance for Equitable Housing; and

WHEREAS, following the August 10, 2020, derecho storm more than 2,500 housing units in Linn County were assessed as below normal or worse quality according to Linn County and Cedar Rapids Assessor data and 1,000 units were deemed unlivable in the week following the derecho according to the State of Iowa Action Plan for Disaster Recover 2020 Midwest Derecho.

BE IT THEREFORE RESOLVED that the Linn County Board of Supervisors hereby authorizes and directs the Chairperson to sign and execute the additional documents required for the application, as presented to the Board, on behalf of Linn County, and hereby authorizes the Linn County Sustainability Department to submit the Environmental Justice Government-to-Government (EJG2G) program grant application and the associated documents.

PASSED AND APPROVED this _____ day of April 2023.

LINN COUNTY BOARD OF SUPERVISORS

ATTEST

Louis J. Zumbach, Chair

Joel Miller, Linn County Auditor

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

I, Linn County Auditor Joel Miller, certify that the Linn County Board of Supervisors duly adopted this resolution by a vote of: _____ Aye, _____ Nay, _____ Abstained, and _____ Absent from Voting.

Joel Miller, Linn County Auditor



SERVICE AGREEMENT

Purpose. This SERVICE AGREEMENT is hereby entered into by the **LINN COUNTY, IOWA** (hereinafter referred to as "the COUNTY") and the **EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS** (hereinafter referred to as the "SERVICE PROVIDER") for the purpose of contracting with the SERVICE PROVIDER for the preparation of **COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY (CDBG-DR) APPLICATIONS** (hereinafter referred to as "APPLICATIONS").

Application Preparation. The SERVICE PROVIDER agrees to prepare the APPLICATIONS to be submitted to the Iowa Economic Development Authority (IEDA) CDBG-DR 2020 Derecho Recovery Program for the purpose of funding a generator for the Linn 3rd Fire District and tree replanting through Linn County Conservation.

Terms & Fee. The SERVICE PROVIDER will provide staff services at no charge. In addition to the APPLICATION preparation, the COUNTY agrees, by signing this SERVICE AGREEMENT, to have the SERVICE PROVIDER administer the projects if the APPLICATIONS are successful. The fee for such services will be stipulated in the APPLICATIONS and paid for with CDBG dollars.

Effective Dates. The effective starting date of this SERVICE AGREEMENT shall be April 1, 2023, and the SERVICE AGREEMENT shall remain in effect until the Notice of Award. Upon award of a grant, the COUNTY and the SERVICE PROVIDER shall enter into separate agreements for project delivery and grant administration.

Termination. This SERVICE AGREEMENT may be terminated by either the COUNTY or the SERVICE PROVIDER by submitting written notice of termination to the other party no less than seven (7) days before the end date of this SERVICE AGREEMENT.

This SERVICE AGREEMENT represents the entire and integrated agreement between the COUNTY and the SERVICE PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This SERVICE AGREEMENT may be amended only by written instrument signed by both the COUNTY and the SERVICE PROVIDER.

COUNTY:

Louis Zumbach
Chair, Linn County Board of Supervisors

Date

SERVICE PROVIDER:

Executive Director, ECICOG

Date

RESOLUTION NO. 2023 – 4 –

A RESOLUTION AUTHORIZING AND DIRECTING THE EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS (ECICOG) TO SUBMIT A FUNDING APPLICATION AND ASSOCIATED DOCUMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY DERECHO GENERATOR PROGRAM (CDBG-DR) TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, on August 10, 2020, many communities in Linn County, Iowa experienced a severe derecho storm that highlighted the need for consistent and reliable power generation at critical facilities to respond to future disasters; and

WHEREAS, the Linn County Board of Supervisors ("Board") supports efforts to make Central City and surrounding areas more resilient in disasters that cause power loss by ensuring the availability of emergency vehicles, establishing public shelters, and aiding in communication efforts; and

WHEREAS, the Board finds that it is necessary, desirable, and in the best interest of the public to apply for a \$43,620 grant through the CDBG-DR Generators for Critical Facilities Program to the Iowa Economic Development Authority to install a fixed standby generator at the new Linn County Fire District 3 location on Iehl Street in Central City; and

WHEREAS, accordingly, Linn County entered into a Service Agreement with ECICOG to prepare and submit a CDBG-DR grant application and associated documents.

BE IT THEREFORE RESOLVED that the Linn County Board of Supervisors hereby authorizes and directs the Chairperson to sign and execute the additional documents required for the application, as presented to the Board, on behalf of Linn County, and hereby authorizes ECICOG to submit the CDBG-DR application and the associated documents for the project described above to the Iowa Economic Development Authority on or before April 14, 2023.

PASSED AND APPROVED this _____ day of April 2023.

LINN COUNTY BOARD OF SUPERVISORS

ATTEST

Louis J. Zumbach, Chair

Joel Miller, Linn County Auditor

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

I, Linn County Auditor Joel Miller, certify that the Linn County Board of Supervisors duly adopted this resolution by a vote of: _____ Aye, _____ Nay, _____ Abstained, and _____ Absent from Voting.

Joel Miller, Linn County Auditor

RESOLUTION NO. 2023 – 4 –

A RESOLUTION AUTHORIZING AND DIRECTING THE EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS (ECICOG) TO SUBMIT A FUNDING APPLICATION AND ASSOCIATED DOCUMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY DERECHO TREE REPLACEMENT PROGRAM (CDBG-DR) TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, on August 10, 2020, many communities in Linn County, Iowa experienced a severe derecho storm that significantly impacted tree canopy and publicly owned land; and

WHEREAS, the Linn County Board of Supervisors ("Board") supports efforts to replace some of the tree canopy lost to the 2020 derecho storm with a more diverse mix of native trees that provide a wide range of social, environmental, economic, and storm mitigation benefits to the community; and

WHEREAS, the Board finds that it is necessary, desirable, and in the best interest of the public to apply for a \$276,000 grant through the CDBG-DR Tree Canopy and Tree Replanting Program to the Iowa Economic Development Authority to purchase and plant native trees on public land throughout the county and in partnering communities, and

WHEREAS, accordingly, Linn County entered into a Service Agreement with ECICOG to prepare and submit a CDBG-DR grant application and associated documents.

BE IT THEREFORE RESOLVED that the Linn County Board of Supervisors hereby authorizes and directs the Chairperson to sign and execute the additional documents required for the application, as presented to the Board, on behalf of Linn County, and hereby authorizes ECICOG to submit the CDBG-DR application and the associated documents for the project described above to the Iowa Economic Development Authority on or before April 14, 2023.

PASSED AND APPROVED this _____ day of April 2023.

LINN COUNTY BOARD OF SUPERVISORS

ATTEST

Louis J. Zumbach, Chair

Joel Miller, Linn County Auditor

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

I, Linn County Auditor Joel Miller, certify that the Linn County Board of Supervisors duly adopted this resolution by a vote of: _____ Aye, _____ Nay, _____ Abstained, and _____ Absent from Voting.

Joel Miller, Linn County Auditor



BOARD OF SUPERVISORS LINN COUNTY, IOWA

Title: Investment of Funds		Policy Number: FM-038	
Responsible Department: Finance & Budget			
Revision No: 3	Approval Date: 04/12/2023	Effective Date: 04/12/2023	Expiration Date: Until repealed
Initial Approval Date: 03/14/2018 BOS Minutes: 03/12/2018, 03/14/2018, 08/26/2019, 08/28/2019, 04/10/2023, 04/12/2023		Distribution: Intranet and the parties listed in Section II	

I. PURPOSE & OBJECTIVES

This Investment Policy ("Policy") sets the primary objectives of all investment activities that involve the financial assets of Linn County ("County"). The objectives in order of priority are:

1. Safety: safety and preservation of all capital in the County's investment portfolio.
2. Liquidity: maintaining the necessary liquidity to match expected liabilities.
3. Return: obtaining a reasonable return.

II. SCOPE

This policy applies to all operating funds, bond proceeds, and other funds, and to all investment transactions involving operating funds, bond proceeds, and other funds accounted for in the County's financial statements. Applicable law and this written Policy must authorize each investment made pursuant to this Policy.

The investment of bond funds or sinking funds shall comply not only with this Policy but shall also be consistent with any applicable bond resolution.

This Policy is intended to comply with Iowa Code Sections 11.6, 12B.10, 12B.10A, 12B.10B, 12B.10C, Iowa Code Chapter 12C, and all other applicable laws.

Upon passage and any future amendment, copies of this Policy shall be delivered to:

1. The Linn County Board of Supervisors.
2. All depository institutions or fiduciaries for public funds of the County.

3. The external auditor engaged to perform the audit of any County fund.
4. All third parties who assist with or facilitate investments of County funds.

III. EXCEPTIONS

None.

IV. DEFINITIONS

Agent: An individual authorized by another person, called the principal, to act on behalf of the latter in transactions involving a third party.

Certificate of Deposit (CD): A time deposit, a financial product offered consumers in the United States by depository institutions. CDs have specific, fixed terms (monthly, three months, six months, or one to five years) and, usually at a fixed interest rate.

Commercial Paper: A short-term obligation with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest-bearing.

Custodial Agreement: An arrangement under which a nominee or registered owner holds an asset or property as a custodian on behalf of an actual owner (beneficial owner). Such agreements are generally entered into by state agencies to administer various benefit programs.

Delivery Versus Payment (DVP): A Securities industry procedure common with institutional accounts whereby delivery of securities sold is made to the buying customer's bank in exchange for payment, usually cash.

Depository Institution: A financial institution in the United States, such as a savings bank, commercial bank, savings and loan association, or credit union, that is legally allowed to accept monetary deposits from customers. An example of a non-depository institution is a mortgage bank. While licensed to lend, a mortgage bank cannot accept deposits.

Derivative: A security with a price dependent on or derived from one or more underlying assets. A derivative itself is a contract between two or more parties. Its value is determined by fluctuations in the underlying asset. The most common underlying assets include stocks, bonds, commodities, currencies, interest rates, and market indexes. Most derivatives are characterized by high leverage.

Fiduciary: A person, company, or association holding assets in the trust of a beneficiary.

Futures Contract: An agreement to buy or sell a specific amount of a commodity or financial instrument at a particular price on a stipulated future date.

Iowa Public Agency Investment Trust (IPAIT): A professionally managed common law trust organized and operated as a diversified open-end management investment company created with the objective of providing Iowa cities, counties, city utilities, and other eligible participants with a convenient method for investing their funds in a manner that will maximize current income consistent with safety of principal and the required degree of liquidity for operating funds.

Open – End Management Investment Company: An investment company that sells mutual funds to the public. The terms arise from the fact that the firm continually creates new shares on demand. Mutual fund shareholders buy shares at net asset value and can redeem them at any time at the prevailing market price, which may be higher or lower than the price at which the investor bought.

Operating Funds: Funds that are reasonably expected to be expended during the current budget year or within fifteen (15) months of receipt.

Option: The right to buy or sell property that is granted in exchange for an agreed-upon sum. If the right is not exercised after a specified period, the option expires, and the option buyer forfeits the money.

Portfolio: A combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or another asset by an individual investor.

Prime Banker's Acceptance: A time draft drawn on and accepted by a bank, the customary means of effecting payment for merchandise sold in import-export transactions, and a source of financing used extensively in international trade.

Repurchase (Repo) Agreement: An agreement between a seller and a buyer, usually of U.S. Government securities, whereby the seller agrees to repurchase the securities at an agreed upon price and, usually at a stated time.

Reverse Repurchase Agreement: The purchase of securities with an agreement to sell them at a higher price at a specific future date. For the party selling the security (and agreeing to repurchase it in the future) it is a repo; for the party on the other end of the transaction (buying the security and agreeing to sell in the future) it is a reverse repurchase agreement.

Safekeeping: The storage and protection of a customer's financial assets, valuables, or documents, provided as a service by an institution serving as an agent and, where control is delegated by the customer, also as custodian.

Sinking Fund: A fund established by a government or business for the purpose of reducing debt by repaying or purchasing outstanding loans and securities held against the entity.

Speculation: The assumption of risk in anticipation of gain but recognizing a higher-than-average possibility of loss.

V. PROVISIONS

A. Delegation of Authority

1. In accordance with Iowa Code Sections 12B.10 and 12C.1, the responsibility for conducting investment transactions resides with the County Treasurer ("Treasurer"). Only the Treasurer, a deputy of the Treasurer, and/or those authorized in writing by the Treasurer may invest public funds. A copy of any documentation authorizing the investment of public funds shall be attached to this policy. All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds, or acting in a fiduciary capacity for the County shall require the outside person to notify the County, in writing, within thirty (30) days of all communications from the auditor of the outside person, or any regulatory authority, of the existence of a material weakness in the internal control structure of the outside person, or of any regulatory orders or sanctions regarding the type of services being provided to the county by the outside person.
2. The records of investment transactions made by or on behalf of Linn County are public records and are the property of the County whether in the custody of the County or in the custody of a fiduciary or other third party.
3. The Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the Treasurer responsible for the elements of the investment process, and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statements and related reports on internal control structure of all outside persons performing any of the following for this public body:
 - a. Investing public funds.
 - b. Advising on the investment of public funds.
 - c. Directing the deposit or investment of public funds.
 - d. Acting in a fiduciary capacity for Linn County, Iowa.
4. A bank, savings and loan association, or credit union providing only depository services shall not be required to provide audited financial statements and related reports on internal control structure.
5. The Treasurer shall establish an Investment Committee to assist in creating an investment strategy, reviewing quarterly the investment statements and policies, and assisting in the selection and retention of professional advisors or consultants to the portfolio. The Committee shall consist of the Treasurer, a Deputy Treasurer, the County Finance Director, and the County Budget Director. Unanimous approval of the Investment Committee shall be required for single investments of more than five million dollars.
6. The Treasurer and all employees authorized to place investments shall be covered by either individual bonds or a blanket bond or insurance policy pursuant to Iowa Code Sections 64.10 and 64.15 in a total amount of not less than five million dollars.

B. Prudence

1. The County Treasurer, or the Treasurer's designee, when investing or depositing public funds, shall exercise the care, skill, prudence, and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section I investment objectives. This standard requires that when making investment decisions, the Treasurer shall consider the role that the investment or deposit plays in the County's portfolio of financial assets, and the investment objectives stated in Section I of this Policy.

C. Instruments Eligible for Investment

1. Financial assets of the County may be invested in the following:
 - a. Interest-bearing savings accounts, interest bearing money market accounts, and interest-bearing checking accounts at any bank, savings and loan association, or credit union in the State of Iowa. Each financial institution shall be properly declared as a depository by a resolution of the Linn County Board of Supervisors. Deposits in any financial institution shall not exceed the maximum amounts approved by the resolution.
 - b. Obligations of the United States government, its agencies, and instrumentalities.
 - c. Certificates of Deposit and other evidence of deposit at federally insured Iowa depository institutions approved pursuant to Iowa Code Chapter 12C.
 - d. Iowa Public Agency Investment Trust (IPAIT).
 - e. Prime bankers' acceptances that mature within 270 days of purchase and that are eligible for purchases by a Federal Reserve Bank.
 - f. Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, established by at least one of the standard rating services approved by the superintendent of banking rules adopted pursuant to Iowa Code Chapter 17A.
 - g. Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies, and instrumentalities, and provided that the County Treasurer takes delivery of the collateral either directly or through an authorized custodian.
 - h. An open-end management investment company, organized in trust form, registered with the Securities and Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7.
 - i. Property tax payments may be deposited in non-interest-bearing accounts.

2. All instruments eligible for investment are further qualified by all other provisions of this Policy, including Section V.E, Investment Maturity Limitations and Section V.F, Diversification Requirements.

D. Prohibited Investments and Practices

1. County assets shall not be invested in the following:
 - a. Reverse repurchase agreements.
 - b. Futures and options contracts.
 - c. Derivatives.
2. County assets shall not be invested pursuant to the following investment practices:
 - a. Trading of securities for speculation or the realization of short-term trading gains.
 - b. Pursuant to a contract providing for the compensation of an agent or fiduciary based on the performance of the invested assets.
3. If a fiduciary or third party with custody of public investment transaction records of the County fails to produce requested records when requested by the County within a reasonable time, the County shall make no new investments with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

E. Investment Maturity Limitations

1. Operating Funds must be identified and distinguished from all other funds available for investment.
2. All investments authorized in Section V.C of this Policy are subject to the following maturity limitations:
 - a. Operating Funds may be invested only in instruments authorized in Section V.C of this Policy that mature within three hundred ninety-seven (397) days.
 - b. The Treasurer may invest County funds that are not identified as operating funds in investments with maturities longer than three hundred ninety-seven (397) days. However, all investments of the County shall have maturities that are consistent with the needs of the County and the strategy of the County Investment Committee.

F. Diversification Requirements

1. Certain other instruments, if held by the County are subject to the following diversification requirements:

- a. Prime bankers' acceptances.
 - 1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the County may be invested in prime bankers' acceptances.
 - 2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the County may be invested in the securities of a single issuer.
- b. Commercial paper or other short-term corporate debt.
 - 1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the County may be in commercial paper or other short-term corporate debt.
 - 2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the County may be invested in the securities of a single issuer.
 - 3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt may be invested in paper and debt rated in the second highest classification.
- 2. Where possible, it is County policy to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss due to over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:
 - 1. Portfolio maturities shall be staggered to avoid undue concentration of assets in a specific maturity sector. Maturities shall be selected that provide stability of income and reasonable liquidity.
 - 2. Liquidity practices shall be always used to ensure that the next disbursement date and/or payroll date is covered through maturing investments, marketable U.S. Treasury bills or cash on hand.
 - 3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

G. Safekeeping and Custody

- 1. All invested assets of the County involving the use of a public funds custodial agreement, as defined in Iowa Code Section 12B.10C, shall comply with all rules adopted pursuant to said Section. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa.

2. All invested assets of the County eligible for physical delivery shall be secured by having them held by a third-party custodian. All purchased investments shall be held pursuant to a written third-party custodial agreement requiring delivery versus payment (DVP) and compliance with all rules set out in this Policy.

H. Ethics and Conflict of Interest

1. The Treasurer and all officers and employees of the County involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investments or loans in excess of \$10,000 in or with any entity with which the County regularly conducts investment business shall be disclosed in writing to the Linn County Board of Supervisors.

I. Reporting

1. The Treasurer shall submit a quarterly investment report summarizing quarter-to-date investment activity, market conditions, and setting forth aggregate amounts invested in each type of instrument authorized in Section V.C of this Policy, and with whom such amounts are invested.

J. Investment Policy Review and Amendment

1. The County Investment Committee shall review the County investment policy from time to time as appropriate. Notice of amendments to the Investment Policy shall be given promptly to all parties noted in Section II of this Policy.

VI. ENFORCEMENT

1. The County Treasurer and the Investment Committee are responsible for ensuring that the County's investment activities comply with this Policy and any applicable document or law related to the County's investment activities