

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

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, September 14, 2022

11 a.m.

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

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

Consent Agenda

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

Approve and authorize Chair to sign a letter in support of a Certified Local Government Grant Application by the Linn County Historic Preservation Commission

Reports

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

Resolutions

Resolution to authorize Chair to accept City of Cedar Rapids offer of \$54,700 for temporary and permanent easements on real property owned by Linn County located at 650 Walford Rd SW, Cedar Rapids, Iowa and to convey a portion of said real estate in fee title.

Resolution to approve agreement with Iowa Department of Transportation for a Living Roadway Trust Fund grants and authorize the County Engineer to execute on behalf of the County for the following grants and funding amounts.

- Linn County Roadside Remnant Vegetation Survey -\$2,000
- Linn County Roadside Inventories - \$8,000.00

Contract and Agreements

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Foundation 2 for the Foundation 2 Crisis Services Headquarter Facility in the amount of \$2,000,000.00.

Approve and authorize Chair to sign a contract between Linn County and SWANK Motion Pictures, INC for copyright privileges at the Linn County Juvenile Detention Center effective September 1, 2022 – August 31, 2023 at the cost of \$530.00.

Approve and authorize Chair to sign an Eighth Amendment DCAT4-19-066 Community Partnerships for Protecting Children between Linn County and the Department of Human Services effective October 1, 2022.

Approve updated Purchasing Policy OP-002

Approve purchase order #PO375 to Capital Sanitary Supply for a walk behind scrubber in the amount of \$11,602.50 for the Facilities Department.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Third and final consideration to create Chapter 105 Article VII Housing Code Ordinance

Third and final consideration to amend Chapter 105 Article VI. Property Maintenance Ordinance

Discuss and authorize Chair to sign a Statement of Agreement between Abbe Center for Community Mental Health and Linn County Community Services for consultation services on the planning of medical detoxification services effective September 1, 2022 through June 30, 2023 with a maximum contract cost of \$8,000.

Discuss and authorize Chair to sign a Land Use Agreement between Linn County and Feed Iowa First for small-scale agricultural purposes at 520 11th St. NW Cedar Rapids, IA effective July 1, 2022 to December 31, 2023

Public Comment: Five Minute Limit per Speaker

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

Board Member Reports

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.

BOARD OF SUPERVISORS

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Louis J. Zumbach**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov



September 14, 2022

Allison Archambo
CLG Coordinator
600 East Locust Street
Des Moines, Iowa 50319

RE: Klinsky Farm National Register of Historic Places Nomination

Dear Ms. Archambo,

I write in support of the Klinsky Farm National Register of Historic Places nomination as undertaken by the Linn County Historic Preservation Commission (LC HPC), and supported by the Linn County Department of Planning and Development. The LC HPC has a long history of utilizing Certified Local Government (CLG) funding to complete inventories and National Register of Historic Places (NRHP) nominations. The successful listing of this historic farmstead on the NRHP would support ongoing efforts of the LC HPC's Rural Preservation Initiative. The Rural Preservation Initiative (RPI) started in 2017 to address a problem whereby the county lacks a mechanism to introduce preservation planning to rural areas beyond the boundaries of existing city based CLGs. Because of this deficiency, historic preservation and planning professionals must take a proactive approach to assist with the protection of historic resources. This project supports the established RPI goal of completing NRHP nominations of previously unrecorded historic farm/rural structures.

Sincerely,

Ben Rogers
Chair, Linn County Board of Supervisors

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

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,994,605.00		\$ 3,558,820.10		\$ 3,558,820.10	\$ 3,994,605.00
USE TAX	\$ 2,989,250.70		\$ 2,563,684.69		\$ 2,563,684.69	\$ 2,989,250.70
SURCHARGE	\$ 27,885.00		\$ 24,800.00		\$ 24,800.00	\$ 27,885.00
AMATEUR RADIO	\$ 70.00		\$ 60.00		\$ 60.00	\$ 70.00
BLACK OUT	\$ 53,141.00		\$ 47,109.00		\$ 47,109.00	\$ 53,141.00
BREAST CANCER	\$ 20.00		\$ 110.00		\$ 110.00	\$ 20.00
BRONZE STAR	\$ 25.00		\$ 25.00		\$ 25.00	\$ 25.00
CATTLEMAN	\$ 20.00		\$ 200.00		\$ 200.00	\$ 20.00
CHOOSE LIFE	\$ 70.00		\$ 40.00		\$ 40.00	\$ 70.00
ISU	\$ 295.00		\$ 265.00		\$ 265.00	\$ 295.00
U OF I	\$ 1,235.00		\$ 1,069.00		\$ 1,069.00	\$ 1,235.00
UNI	\$ 50.00		\$ 30.00		\$ 30.00	\$ 50.00
OTHER COLLEGE PL	\$ 340.00		\$ 145.00		\$ 145.00	\$ 340.00
PERS PLATE	\$ 1,986.00		\$ 2,094.00		\$ 2,094.00	\$ 1,986.00
DECAL	\$ 10.00		\$ -		\$ -	\$ 10.00
DUCKS UNLTD	\$ 10.00		\$ 58.00		\$ 58.00	\$ 10.00
EDUCATION	\$ 55.00		\$ 10.00		\$ 10.00	\$ 55.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 9,675.37		\$ 7,928.98		\$ 7,928.98	\$ 9,675.37
FALLEN OFFICER	\$ 25.00		\$ 60.00		\$ 60.00	\$ 25.00
FIREFIGHTER	\$ 25.00		\$ 50.00		\$ 50.00	\$ 25.00
FLY OUR COLORS	\$ 825.00		\$ 455.00		\$ 455.00	\$ 825.00
GOD BLESS	\$ 75.00		\$ 135.00		\$ 135.00	\$ 75.00
GOLD STAR FAMILY	\$ -		\$ 5.00		\$ 5.00	\$ -
HERITAGE	\$ -		\$ -		\$ -	\$ -
IOWA AG LITERACY	\$ -		\$ -		\$ -	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ -		\$ 30.00		\$ 30.00	\$ -
MCYCLE RIDER	\$ 10.00		\$ 10.00		\$ 10.00	\$ 10.00
NAT'L GUARD	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
DNR	\$ 3,775.00		\$ 3,609.00		\$ 3,609.00	\$ 3,775.00
ORGAN DONOR	\$ 95.00		\$ 15.00		\$ 15.00	\$ 95.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 30.00		\$ 10.00		\$ 10.00	\$ 30.00

PURPLE HEART	\$	35.00		\$	45.00		\$	45.00	\$	35.00		
PWD	\$	30.00		\$	65.00		\$	65.00	\$	30.00		
USAF AIRFORCE	\$	20.00		\$	50.00		\$	50.00	\$	20.00		
USAF ARMY	\$	35.00		\$	55.00		\$	55.00	\$	35.00		
USAF COAST GUARD	\$	-		\$	-		\$	-	\$	-		
USAF MARINES	\$	-		\$	5.00		\$	5.00	\$	-		
USAF NAVY	\$	10.00		\$	10.00		\$	10.00	\$	10.00		
SHARE THE ROAD	\$	140.00		\$	70.00		\$	70.00	\$	140.00		
SHRINERS	\$	25.00		\$	10.00		\$	10.00	\$	25.00		
SILVER STAR	\$	5.00		\$	-		\$	-	\$	5.00		
VETERANS	\$	560.00		\$	350.00		\$	350.00	\$	560.00		
VETS CROSS/MEDAL	\$	-		\$	-		\$	-	\$	-		
ANATOMICAL FEES	\$	600.86		\$	525.48		\$	525.48	\$	600.86		
ADMIN FEES	\$	30.00		\$	-		\$	-	\$	30.00		
MAIL PROCESSING	\$	23,141.50		\$	21,181.00		\$	21,181.00	\$	23,141.50		
NSF FEES	\$	383.00		\$	400.00		\$	400.00	\$	383.00		
AUTO TRANSFERS							\$	(131,000.00)	\$	(131,000.00)		
TOTAL	\$	7,108,623.43	\$	-	\$	6,233,599.25	\$	-	\$	6,102,599.25	\$	6,977,623.43

LINN COUNTY TREASURER

Nicole Frings, Deputy Treasurer

RESOLUTION NO. 2022 – 9 -

A RESOLUTION TO CONVEY REAL ESTATE INTERESTS TO CITY OF CEDAR RAPIDS

WHEREAS, the Linn County, Iowa Board of Supervisors (the “Board”) is empowered under authority of §331.361, Code of Iowa, to dispose of the interest of Linn County, Iowa, in real property, and

WHEREAS, the Board has engaged in discussions to convey temporary and permanent easements in real property described as:

LEGAL DESCRIPTION

Part of Lot 1, Dar-T’s Second Addition, Linn County, Iowa, and

WHEREAS, Linn County, Iowa, (the “County”) as the owner of real property as described above has been offered financial consideration in the amount of \$54,700 by the City of Cedar Rapids to sell a portion of the land by fee title and to grant both temporary and permanent easements in said real property.

WHEREAS, the Board of Supervisors has pursuant to §331.361, Code of Iowa, conducted a public hearing upon the proposal to convey a portion of the land by fee title and to grant both temporary and permanent easements upon said real property.

NOW, THEREFORE, THE LINN COUNTY BOARD OF SUPERVISORS HEREBY RESOLVES AS FOLLOWS:

1. Convey the interest described in the Purchase Agreement to above described real property and to grant to the City of Cedar Rapids both permanent and temporary easements as conditioned in said Purchase Agreement.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Supervisors, Linn County, Iowa is hereby authorized to approve the Purchase Agreement for the conveyance of real property and granting unto the City of Cedar Rapids both temporary and permanent easements in said real property.

PASSED AND APPROVED this 14th day of September, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

Attest:

Joel D. Miller, Linn County Auditor

I, Joel D. Miller, Linn County Auditor, hereby certify that at a regular meeting of Supervisors duly adopted the foregoing resolution at a regular meeting by a vote of ____ aye, ____ nay and ____ abstained from voting.

Joel D. Miller, Linn County Auditor

Prepared by & Return to: Linn County Secondary Road Department, 1888 County Home Road, Marion, IA 52302 (319) 892-6400

RESOLUTION # _____

APPROVE AGREEMENT FOR LIVING ROADWAY TRUST FUND GRANT

WHEREAS, Linn County has been awarded Living Roadway Trust Fund grants, and

WHEREAS, the Iowa DOT and Linn County will enter into an agreement for each grant.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors, meeting in regular session to:

1. Approve the agreement with the Iowa DOT for a Living Roadway Trust Fund Grant for the following grant.
 - Linn County Iowa Roadside Remnant Vegetation Survey
 - Linn County Iowa Roadside Inventories
2. Authorize the County Engineer to execute on behalf of the County.

Moved by Supervisor _____ Seconded by Supervisor _____
that the above resolution be adopted this ____ day of _____, 202__ by a vote of ____ aye ____ nay and _____
abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

Chairperson

Linn County Auditor

Vice Chairperson

Supervisor

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Living Roadway Trust Fund Grant
for Counties

RECIPIENT: Linn County Secondary Roads Department

PROJECT NAME: Linn County Roadside Remnant Vegetation Survey

AGREEMENT / PROJECT NO.: 90-57-LR23-225

AGREEMENT EXPIRATION DATE: 12/31/2023

Grant Amount:	\$2,000.00
Total Matching Funds:	<u>\$500.00</u>
Total Project Cost:	\$2,500.00

Authorizing Official:

Mr. Brad Ketels
Linn County Engineer
1888 County Home Rd
Marion, IA 52302
319-892-6400
319-892-6419
brad.ketels@linncountyiowa.gov

Project Coordinator/Manager:

M^s. Megan Huck
Roadside Manager
1888 County Home Rd
Marion, IA 52302
515-520-0528
megan.huck@linncountyiowa.gov

Iowa Department of Transportation:

Ms. Tara Van Waus
Living Roadway Trust Fund Administrator
Office of Design
Highway Division
800 Lincoln Way
Ames, Iowa 50010
Phone - 515-239-1768
Email: tara.vanwaus@iowadot.us

This is an agreement between Linn County Secondary Roads Department (hereinafter referred to as **RECIPIENT**) and the Iowa Department of Transportation (hereinafter referred to as the **DOT**).

RECITALS

1. The **RECIPIENT** submitted an application to the **DOT** for funding through the Living Roadway Trust Fund (LRTF) under Iowa Code section 314 subsection 21, and the application was approved by DOT staff action on August 08, 2022.
2. Pursuant to the terms of this agreement and applicable statutes, the **DOT** agrees to provide funding in the amount of \$2,000.00 to the **RECIPIENT** for the authorized and approved costs for eligible items associated with the development of Linn County Roadside Remnant Vegetation Survey. This project shall be completed no later than 12/31/2023 with final request for reimbursement to be received by the **DOT** within ninety (90) days of the completion date. If the **RECIPIENT** requires additional time to fulfill the terms of this agreement, a request for an extension of time shall be submitted to the LRTF Coordinator prior to the expiration date.
3. The Project Coordinator/Manager shall be responsible for reporting in writing to the Living Roadway Trust Fund Coordinator involvement in any projects that are connected in any way to the project outlined in this agreement and receive additional funding from the LRTF or other Resource Enhancement and Protection (REAP) programs. Failure to do so may result in revocation of LRTF funding approval for this project.
4. This agreement shall be executed and delivered in two (2) or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument

In consideration of the foregoing and the mutual promises contained in the agreement, the parties agree as follows:

SECTION 1: AUTHORITY

1. The Authorizing Official and the Project Coordinator/Manager representing the **RECIPIENT** shall be responsible for carrying out the provisions of this agreement.
2. Approval from the **DOT** is required in order to change the Project Coordinator/Manager representing the **RECIPIENT**.
3. It is mutually understood between the parties that the final authority in transportation matters now vested in the **DOT** by federal and state statutory and case law shall not be affected by this agreement.

SECTION 2: GRANT

1. The **RECIPIENT** shall be responsible for the development and completion of the project as described in the application, of which a copy of the original is attached hereto and by this reference incorporated into this agreement as EXHIBIT A.

Linn County is requesting funds to complete a roadside remnant vegetation survey.

2. Eligible project costs for the project described in section 2, subsection 1 of this agreement, listed above, which are incurred after the effective date of this agreement (see section 5), shall be paid as follows:
3. The portion of the total project costs paid to the **RECIPIENT** shall not exceed \$2,000.00.

RECIPIENT LRTF Funds (Grant):	\$2,000.00
RECIPIENT Local Contribution:	<u>\$500.00</u>
LRTF Project Total:	\$2,500.00

4. The local contribution stated above, and in Exhibit A, may include cash or non-cash contributions to the project. The **RECIPIENT** shall certify to the **DOT** the value of any non-cash contribution to the project prior to it being incorporated into the project. For right of way contributions, the **RECIPIENT** shall submit an appraisal and a check appraisal from qualified independent appraisers previously approved in writing by the **DOT**.
5. The **DOT** reserves the right to review the **RECIPIENT**'s certificate of value and has sole authority to determine the value of the **RECIPIENT**'s non-cash contribution for the purposes of this agreement. If, as a result of the **DOT**'s determination, the **RECIPIENT**'s total cash and non-cash contribution is below that stated in the terms of this agreement, the **RECIPIENT** shall increase its cash contribution in order to complete the **RECIPIENT**'s local contribution, or the grant or loan amount associated with this project shall be reduced accordingly.
6. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the **DOT** shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice. The **DOT** shall reimburse all eligible costs incurred up to and including this notice date.
7. Any revenue generated by interest payments on funds received by the **RECIPIENT** or by sales under this agreement shall be credited to the project.

SECTION 3: WORK

1. The **RECIPIENT** shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
2. The **RECIPIENT** shall be responsible for obtaining any permits, such as the Right to Occupy and Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and other construction permits required for the project prior to the start of construction.
3. Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from **DOT**.
4. In addition, the **RECIPIENT** shall certify to the **DOT**'s LRTF Coordinator that all known required environmental clearances have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.
5. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) as adopted pursuant to 761 Iowa Administrative Code (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
6. The work on this project shall be in accordance with the grant application, survey, plans, specifications, and estimates on file. Any modification of these documents must be approved by the **DOT** in writing prior to the modification being put into effect.
7. For portions of the project let to bid, the **RECIPIENT** shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the **RECIPIENT** shall provide the **DOT** file copies of project letting documents within five (5) working days after the letting. The **RECIPIENT** shall wait for **DOT** concurrence before making the final award.
8. The **RECIPIENT** shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3(80). The **RECIPIENT** shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The **RECIPIENT** shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
9. The **RECIPIENT** shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement.
10. The **RECIPIENT** shall be responsible for the daily inspection of the project. For projects let to contract, the **RECIPIENT** shall compile a daily log of materials and quantities. For

projects constructed with local forces, the **RECIPIENT** shall compile a daily log of materials, equipment and labor on the project. The **DOT** reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.

11. Originals of all documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this agreement, are to be the joint property of the political jurisdiction and governmental agencies participating in the project. Copies of said documents will be made available to such participants upon request.
12. The **RECIPIENT** shall require its contractors to permit the **DOT's** authorized representatives to inspect all work, materials, records, and any other data related to the Linn County Roadside Remnant Vegetation Survey project approved and authorized through this agreement.
13. The **RECIPIENT** shall maintain all books, records and accounts, documents, papers, reports, other sources of information, as may be determined by the **DOT** to be pertinent to ascertain compliance with this agreement. The **RECIPIENT** shall also make such materials and its facilities available at all reasonable times during the project agreement period and for three years from the date of final reimbursement, for inspection by the **DOT**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
14. Project progress reports are due on a quarterly basis in digital format and shall be received by the **DOT** within 30 calendar days of the end of the quarter. For the purposes of this agreement, the quarters for each calendar year shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
15. Upon completion of the project described in this agreement, the project coordinator/manager shall submit the final report in digital format to the **DOT** no later than 45 days after the project completion or grant end date, whichever is sooner. For **RECIPIENTs** that have purchased equipment, the project coordinator/manager shall submit the final report to the **DOT** no later one (1) year after the purchase date of said equipment. A presentation at the soonest statewide IRVM meeting on the performance of the equipment is also required within this same time period. Where any information required of the **RECIPIENT** is in the exclusive possession of another who fails or refuses to furnish this information, the **RECIPIENT** shall so certify to the **DOT** and shall set forth what efforts it has made to obtain the information. Work performed under the provisions of this agreement shall be maintained into perpetuity.

SECTION 4: PROPERTY AND EQUIPMENT

1. In the event that right of way is required for the project, said right of way will be acquired

in accordance with 761 IAC 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

2. When property and equipment is purchased with LRTF funds, the **RECIPIENT** agrees that the property and equipment shall be used for the provision of integrated roadside vegetation management; within roadside rights-of-way or areas approved in writing by the **DOT**, for the life of the property and equipment as determined by the **DOT**. Title to all property and equipment purchased pursuant to the agreement shall rest with the **RECIPIENT** of this agreement.
3. The **RECIPIENT** shall permit the **DOT** or its authorized representatives to inspect all property and equipment purchased or used to comply with this agreement.
4. The **RECIPIENT** agrees, within 45 days of acceptance of equipment financed through this agreement, to submit an inventory report including photographs of equipment purchased with LRTF labels adhered in prominent locations to four sides of the equipment.
5. If the property and equipment is not continuously used for vegetation management in the rights-of-way in a manner described by the application and the guidelines for the LRTF program, the **RECIPIENT** shall immediately notify the **DOT**. If the property and equipment is not maintained in a usable condition, it shall be considered to not be in continuous use. The **DOT** shall then determine whether the property and equipment should be transferred to another LRTF recipient for continued use. If the **DOT** determines there is no need for the property and equipment among other LRTF recipients, the **DOT** may authorize local disposal through sale.
6. If the property and equipment is sold, it shall be sold by the **RECIPIENT** at the highest price obtainable at public or private sale, subject to written approval of the sale price by the **DOT**.

SECTION 5: REIMBURSEMENT

The **DOT** reimburses for expenses up to the limits described in this agreement as follows:

1. The **RECIPIENT** has specified that they will submit periodic reimbursement requests Monthly.
2. All costs submitted for reimbursement or to be counted as matching funds shall not be incurred until after this agreement is fully executed by the **DOT**.
3. Prior approval by the **DOT** is required before there can be any change to the scope of work and budget in the grant application approved by the **DOT**. For any individual work

plan item not implemented by the **RECIPIENT** prior to the expiration date of this agreement, there will be no reimbursement by the **DOT**.

4. All reimbursement requests and direct vendor payment requests shall be submitted to the **DOT** using form 841700 Claim for Reimbursement of Living Roadway Trust Fund Project Costs located on the **DOT** website at <https://forms.iowadot.gov/BrowseForms.aspx> and attached as EXHIBIT B. Reimbursement requests and direct vendor payment requests submitted without form 841700 properly completed or without the required documentation of costs incurred shall be returned to the **RECIPIENT** without being processed with a request for correction and resubmittal.
5. For each work plan item of this agreement the **DOT** will, upon receipt of appropriate request and sufficient documentation, reimburse the **RECIPIENT** for the lesser of the amount established in this agreement or the actual expense. Any cost overruns shall be paid solely by the applicant.
6. The **RECIPIENT** may submit to the **DOT** periodic itemized claims for reimbursement for eligible project costs as often as monthly but no less than quarterly unless a one-time reimbursement or direct vendor payment option is indicated on the grant application. Periodic reimbursement requests shall be received by the **DOT** no later than 45 days after the end of the month or end of the quarter, whichever has been indicated in this agreement by the **RECIPIENT** in section 5 subsection 1. Reimbursement claims shall include an original signature certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
7. All requests for reimbursement must be itemized by work plan item, hours, pay classification, direct expenses and indirect expenses as applicable so as to allow the **DOT** to verify that the costs submitted conform to the items as outlined in this agreement.
8. Quarterly reimbursement requests shall include the status of all work plan items present in the approved application and agreement. Payment will be withheld until the status report is received in digital format.
9. All **RECIPIENTS** requesting reimbursement of indirect costs shall submit a current approved cost allocation plan or federally approved indirect cost rate documentation approved by the **DOT**.
10. All requests for reimbursement of equipment acquired as provided for in section 4 of this agreement must be accompanied by a copy of an invoice from the vendor. All original invoices must be received and reviewed by the **RECIPIENT** and verification of correct quantities and costs for items received must be indicated. The **RECIPIENT** shall sign, print their name and date the invoice to certify that receipt of the indicated invoice items has taken place.

11. The **DOT** shall reimburse the **RECIPIENT** for properly documented and certified claims for eligible construction project activity costs, less a retainage, if applicable to the project, of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the **DOT** determines the **RECIPIENT** is overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **DOT**.
12. Upon completion of the project described in this agreement, the project coordinator/manager of the grant project shall certify in writing by letter to the **DOT** that the project activities were completed in substantial compliance with the requirements set forth in this agreement. Final reimbursement shall be made only after the **DOT** accepts the project as complete. In order to be considered complete, the provisions set forth in section 3 subsection 15 of this agreement must be met.
13. Final reimbursement requests by the **RECIPIENT** to the **DOT** shall be received no later than ninety (90) days after the completion of the project or the expiration date of this agreement, whichever is sooner. Failure to submit requests by this time, without prior approval, shall result in loss of remaining grant funding.
14. The **DOT** reserves the right to delay reimbursement of funds to the **RECIPIENT** if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the **DOT** shall so notify the **RECIPIENT** in writing and shall give the **RECIPIENT** an estimate of when reimbursement might be expected. The **DOT** shall establish a system to equitably make reimbursements to all **RECIPIENT**s so affected.

SECTION 6: SUBMITTALS

1. Papers, interim reports, forms, or other materials, which are a part of the work set forth in this agreement, shall not be copyrighted without written approval of the **DOT**. If written approval is given, such approval shall be subject to all applicable federal and state laws, rules and regulations.
2. Publications by either party shall give credit to the other party. However, if the **DOT** does not wish to subscribe to the findings or conclusions of the study, the following statement shall be included on the credit sheet: "The opinions, findings, and conclusions expressed in this report are those of the authors, who are responsible for the facts and accuracy of the material presented herein. The contents do not necessarily reflect the official views, policies, or conclusions of the **DOT**". It is the responsibility of the **RECIPIENT** to contact the **DOT** to ascertain the stance **DOT** wishes to take before the credit sheet is prepared.
3. Either party to this agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

SECTION 7: DEFAULT

1. This agreement may be declared to be in default by the **DOT** if the **DOT** determines that the **RECIPIENT**'s application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the **DOT** determines that the project is not being developed as described in the application.
2. If the **RECIPIENT** fails to perform any obligation under this agreement, the **DOT** shall have the right, after first giving thirty (30) days written notice to **RECIPIENT** by certified mail return receipt requested, to declare this agreement in default. The **RECIPIENT** shall have thirty (30) days from date of mailing of notice to cure the default. If the **RECIPIENT** claims to have cured the default, it shall notify **DOT** no later than five (5) days after taking the action it claims has cured the default. **DOT** shall have sole discretion, without further notice, to determine whether or not any action taken has cured the default.
3. In the event a default is not cured, the **DOT** may revoke funding commitments and seek repayment of funds loaned or granted by this agreement. By signing this agreement, the **RECIPIENT** agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the **DOT** and may include cash repayment, installment repayments with negotiable interest rates, charges against the **RECIPIENT**'s share of road use tax funds, or other methods as approved by the **DOT**.

SECTION 8: GENERAL

1. All notices required under this agreement shall be made in writing to the **DOT**'s and the **RECIPIENT**'s contact person. The **DOT**'s contact person shall be Tara Van Waus, Living Roadway Trust Fund Coordinator, Iowa Department of Transportation, Office of Design, 800 Lincoln Way, Ames, Iowa, 50010, phone: 515-239-1768, email: tara.vanwaus@iowadot.us. The **RECIPIENT**'s contact person shall be Mrs Megan Huck Roadside Manager, Linn County Secondary Roads Department 1888 County Home Rd Marion, IA 52302 515-520-0528 megan.huck@linncountyiowa.gov.
2. The **RECIPIENT** agrees to defend, indemnify and hold **DOT** harmless from any and all liability arising out of or relating in any manner to the above-referenced project, including any and all suits, actions, or claims of any character arising out of or relating in any manner to the above-referenced project, including as well, but not limited to, matters relating to research, purchase of equipment, representation of the LRTF program at public events and the design, construction, maintenance, placement of traffic control devices, or inspection of the work associated with this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the **DOT**'s application review and approval process, work plan review and guidance, plan and construction reviews, and funding participation. It includes but is not limited to claims for acts and omissions for which the **DOT** alone was or would be responsible.

3. The **RECIPIENT** shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code chapter 216, the Iowa Civil Rights Act of 1965. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the **RECIPIENT** receives state funds from the **DOT**.
4. All accounting practices applied, and all records maintained will be in accordance with generally accepted accounting principles and procedures.
5. If any part of this agreement is found to be void and unenforceable then the remaining provisions of the agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the **DOT**.
7. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
8. This agreement as set forth in sections 1 through 9 herein, including referenced EXHIBITs, constitutes the entire agreement between the **DOT** and the **RECIPIENT** concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **DOT** and **RECIPIENT**.

EXHIBIT A
Recipient Grant Application

LIVING ROADWAY TRUST FUND GRANT APPLICATION

Deadline: June 1st, 2022 4:00 p.m.

Read Application Instructions and FY 2023 Funding Guidelines before completing application.

Project Name: Linn County Roadside Remnant Vegetation Survey

APPLICANT INFORMATION

Grant Applicant (Agency, Organization, County...): Linn County Secondary Roads Department

Applicant Authorizing Official: Position/Title: Linn County Engineer

Title: Mr First Name: Brad Last Name: Ketels

Address 1: 1888 County Home Rd

Address 2:

Address 3:

City: Marion State: IA ZIP Code: 52302

E-mail: brad.ketels@linncountyiowa.gov Phone: 319-892-6400 Fax: 319-892-6419

Project Coordinator/Manager: Position/Title: Roadside Manager

Title: Mrs First Name: Megan Last Name: Huck

Address 1: 1888 County Home Rd

Address 2:

Address 3:

City: Marion State: IA ZIP Code: 52302

E-mail: megan.huck@linncountyiowa.gov Phone: 515-520-0528 Fax:

NOTIFICATION FOR WORK IN RIGHT-OF-WAY (PLANTING) PROJECTS

If applicable, select the type of right-of-way in which the proposed project will occur:

Jurisdiction representative who has been notified of the project proposal:

Name: Title:

E-mail: Phone:

Have all required permits, environmental clearances, easements and notifications been made or acquired?

If no, please explain:

PROJECT INFORMATION

Project Funding Category: Grant Applicant Type:

Project Type:

If Other Related Project type was selected please explain:

Estimated Start Date (MM/DD/YYYY): Estimated Completion Date (MM/DD/YYYY):

Concise Project Summary:

Linn County is requesting funds to complete a roadside remnant vegetation survey.

Detailed Project Description:

Linn County has 1,147 miles of roads and 259 bridges. Assuming an average right-of-way (ROW) width of 66 feet (33 feet on either side of the roadway centerline) and an average roadway width of 24 feet (two 10-foot travel lanes and 2-foot shoulders on either side), then it is further assumed that there are 42 feet of vegetation (21 feet on either side of the roadway) to be inventoried within the ROW. This equates into approximately 5,839 acres of roadside that need to be managed.

The Linn County Roadside Management program was created with the goal to guide the establishment and maintenance of roadside flora toward plant communities that are economically and environmentally responsible, create public awareness, provide safe, ecologically diverse, environmentally integrated, and aesthetically pleasing roadsides.

There has not been a previous roadside remnant vegetative survey completed within Linn County, and a separate grant application has been prepared to conduct a comprehensive roadside inventory. It is understood that the roadside remnant inventory (a visual windshield survey of the County) will identify remnant vegetation adjacent to or visible from roadsides that can be used as a potential seed source for IRVM activities.

Once the roadside remnant inventory is complete, then any identified remnants will be prioritized for a more detailed botanical inventory. Data needs to be collected objectively in the form of an inventory survey utilizing a Trimble R1 unit in conjunction with the Arc Collector application. Collecting data in this format will allow for the creation of a geodatabase that will allow the data collected in subsequent inventories or surveys to be compared and trends established. After prioritizing remnant areas for more detailed botanical inventory, the extents/boundaries of the highest prioritized sites will be recorded within the ROW. Vegetation information will be collected using standard vegetation sampling methods such as common name, scientific name, and percent cover. A Floristic Quality Assessment will then be completed to identify Coefficients of Conservatism for each species and arrive at an overall score for each inventoried remnant area. These scores can then be used to compare a site to other sites or to determine changes in the same site over time.

The remnant vegetation data will be collected based on percent of areal coverage of prairie species per site (0-25%, 26-50%, 51-75%, and 76-100%). Dominant species identification will be included where possible along with noting species of special concern or any threatened or endangered species. Data will be collected as points, lines, and/or polygons (as applicable) with an iPad and a Trimble R1 GPS unit to provide sub-meter accuracy. Standard data such as the record number and date will also be recorded. A separate field will be created to provide comments such as large number of natives, rare species, excessive encroachment, and adjacent native vegetation areas. Pictures may also be included if the site has unique features that should be documented. Each picture will include a geotag that assigns a geographical location to each photograph.

Data collected will be post-processed and compiled into shapefile format for delivery to the County and Iowa DOT, and for use in ArcGIS Online. This will allow open access to the data by County staff to guide future management vegetative decisions, such as where/where not to mow, spray, burn, seed, etc.

Linn County will be working with Foth Infrastructure and Environment to conduct the inventory. The contact person within Foth Infrastructure and Environment will be Lead Environmental Scientist Michael Heller. Mr. Heller and his team will coordinate with the Linn County GIS Coordinator to ensure the data collection is in the same coordinate system that the County utilizes, and that the geodatabase is appropriate and compatible with their current GIS software.

The project timeline for conducting the roadside inventory would be June-September 2023. Quality control and quality assurance would be completed during October-December 2023 and include the formation of data into usable and useful maps, records, and formats for the county and Iowa DOT.

PROJECT COST SUMMARY

Line #	Detailed Work Plan (Please include all workplan items to detail total project cost, including all match amounts)	Amount
1	Foth Wildlife Technician - 85 hours @ \$17/hour	\$1,445.00
2	Foth GIS Coordinator - 21 hours @ \$26.52/hour	\$556.92
3	Foth Lead Environmental Scientist - 12 hours @ \$42.40/hour	\$508.80

Total Project Cost: \$2,510.72

MATCH SUMMARY

Line #	Cash Match Detail (Please include all cash match items found in the previous section)	Amount
☐		
☐		
☐		
☐		
☐		
Total Cash Match Amount:		\$0.00

Line #	In-Kind Match Detail (Please include all in-kind match items found in the previous section)	Amount
1	Matching funds	\$500.00
☐		
☐		
☐		
☐		
Total In-Kind Match Amount:		500
Total Grant Match Amount:		500

GRANT REQUEST SUMMARY

Total Project Cost:	\$2,510.72
Total Matching Funds:	\$500.00
Grant Match Percentage:	20%
Grant Amount Requested:	\$2,000.00
(Enter the amount of the grant for which you are applying)	
Reimbursement Frequency:	Monthly

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa that are due beginning January 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☒ The proposed grant project programs or policies are **not expected to have a disproportionate or unique impact** on minority persons.

Present the rationale for determining no impact:

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Megan Huck

Title: Roadside Manager

Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians, or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 7, paragraph "b", subparagraph (1):

b. As used in this subsection:

- (1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
(b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
(c) Compulsive gambling, kleptomania, or pyromania.
(d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

APPLICATION CERTIFICATION:

I, the undersigned, certify that this project has been approved for submittal for Living Roadway Trust Fund grant consideration.

Grant Applicant (Agency, Organization, County...): Linn County Secondary Roads Department

Applicant Authorizing Official: Position/Title: Linn County Engineer

Title: Mr First Name Brad Last Name: Ketels

Submission Checklist:

☒ Iowa DOT Form 841702 (pages 1-5 and 8 of this document)

☒ Minority Impact Statement Form 105101 (pages 6 & 7 of this document)

☐ Supplemental Supporting Information

(Please attach using paperclip symbol on the upper left side of this document; if you have more than one document please merge all documents into one pdf prior to attaching to grant application.)

EXHIBIT B
Reimbursement Form

Instructions for completing Form 841700
REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS
AND
DIRECT VENDOR OR SERVICES PAYMENTS

This form is for documenting eligible costs that are to be: (1) reimbursed to the grant Recipient for costs already incurred, (2) requested to be paid directly to a vendor as a direct vendor payment after the equipment has been received and checked in on the invoice as required or (3) payment for services, including direct and indirect costs, as indicated in the project agreement. Each type has a separate line for data entry.

Please Use the Tab key on your keyboard to scroll through and fill in all appropriate information in the shaded entry fields on the form(s).

Claim Number: Enter the claim number. The first claim for a unique project number is Claim 1, the next for the same project is Claim 2 and so on.

Check the checkbox with the computer mouse for final reimbursement when completing the final reimbursement claim.

Date: Enter the date the claim is prepared.

Enter the Iowa DOT Project Number, Grant Recipient and Project Name as they are indicated in the project agreement.

- Line 1. Enter the Grant Amount (maximum state funds payable per the Iowa DOT project agreement).
- Line 2. If applicable, enter the amount of "Local Contribution" included in the total project cost. The local contribution amount is the combination of in-kind and organization funds contributed to the project.
- Line 3. This is the sum of the Grant Amount, the in-kind contribution and the local contribution. This field is automatically calculated.
- Line 4. Enter the dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient to date, including this claim, in Column B. These amounts should not include any match percentage.
- Line 5. Enter the dollar amount of *eligible* costs requested for Direct Vendor Payments for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Direct Vendor Payments to date, including this claim, in Column B. Each Direct Vendor Payment request should use a separate request form and should only include costs for a single vendor. These amounts should not include any match percentage.
- Line 6. This is the Subtotal dollar amount of *eligible* costs requested for Reimbursement of Grant Item costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.
- Line 7. Enter the dollar amount paid by the Iowa DOT for eligible costs requested for Reimbursement of Grant Items and costs requested for Direct Vendor Payments prior to this claim.
- Line 8. This is the subtotal dollar amount due this payment/final payment for Reimbursement of Grant Item costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.
- Line 9. Enter the dollar amount of *eligible* Indirect and Direct costs requested for Services costs for this claim in the appropriate field in Column A. Enter the total cumulative dollar amount of *eligible* Indirect and Direct costs requested for Services costs incurred by the Recipient to date, including this claim in the field in Column B. These amounts should not include any match percentage.
- Line 10. This is the subtotal dollar amount eligible for Services Costs. This field is automatically calculated.
- Line 11. Enter the dollar amount paid by the Iowa DOT for eligible Services Costs prior to this claim.
- Line 12. This is the subtotal dollar amount due this payment/final payment for Services Costs. This field is automatically calculated.
- Line 13. This is the total dollar amount due for Reimbursement of Grant Items costs incurred by the Recipient, costs requested for Direct Vendor Payments and Services Costs for this claim. This field is automatically calculated.

NOTE: Reimbursement claims must include a completed original signed reimbursement claim form (841700), copies of all invoices (with beginning and ending dates), proof of processed payment and/or in-kind contribution documentation totaling 100% of the amount of work for which reimbursement is being requested. Direct vendor payment requests must be accompanied by a vendor invoice with the items received circled, signature and printed name of the authorized person who received the invoiced item(s) and the date received.

Submit an electronic version of this form and required documentation via email to lrta.support@iowadot.us for review. Upon approval, mail the signed original and required documentation to: LRTF Program Coordinator, Office of Design, Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010

REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS AND DIRECT VENDOR OR SERVICES PAYMENTS

***** PLEASE READ THE INSTRUCTIONS FOR COMPLETING THIS FORM BEFORE YOU PROCEED*****

Project Information

Claim Number: Check for Final Reimbursement ☐ Date: Iowa DOT Project Number:

Grant Recipient:

Project Name:

1	Grant Amount: Maximum State Funds payable per the Iowa DOT project agreement	\$0.00
2	Local Contribution (including in-kind and organization funds contributed to the project if applicable):	\$0.00
3	Total Project Cost: Total of lines 1 and 2	\$0.00

Grant Items for Reimbursement to the Recipient and Costs Paid Directly to Vendor

	This Claim Amount [A]	Cumulative Claim Amount [B]
Grant Items to be Reimbursed to the Recipient		
4	Amount of Grant Item costs claimed: For this claim [A] and cumulative [B]	\$0.00
Grant Items to be Paid Directly to Vendor		
5	Amount of Vendor invoice(s): For this claim [A] and cumulative [B]	\$0.00
6	Subtotal amount eligible for Reimbursement and Direct Vendor Payments	\$0.00
7	Amount paid by the Iowa DOT for Reimbursement and Direct Vendor payments prior to this claim:	\$0.00
8	Subtotal amount due this payment/final payment for Reimbursement and Direct Vendor Payments:	\$0.00

Services Payments

	This Claim Amount [A]	Cumulative Claim Amount [B]
Services		
9	Total amount of Services costs claimed:	\$0.00
10	Subtotal amount eligible for Services Costs	\$0.00
11	Amount paid by the Iowa DOT for Services prior to this claim:	\$0.00
12	Subtotal amount due this payment/final payment for Services:	\$0.00
13	Amount due for Reimbursement, Direct Vendor Payments and Services	\$0.00

CERTIFICATION

I hereby certify that all eligible project activities for which reimbursement and direct vendor payment is requested have been completed in compliance with the project plans, specifications, project agreement, the laws of the State of Iowa and the ordinances of the CITY/COUNTY or Local Public Agency, that the items claimed for payment are proper and true and that no part of this claim has been paid by the Iowa DOT.

Recipient Representative (Computer Entry or Printed)

Signature Date (Computer Entry or Printed)

Recipient Representative Signature (Sign in Ink)

Recipient Representative Title (Computer Entry or Printed)

Make Check Payable to:

Grant Recipient or Designated Vendor (Computer Entry or Printed)

Mailing Address (Computer Entry or Printed)

Submit an electronic version of this form and required documentation via email to Irtf.support@iowadot.us for review. Upon approval, mail signed original and required documentation to: LRTF Program Coordinator, Office of Design, Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

FOR INTERNAL USE ONLY	INITIALS	DATE
IDOT Approval		
IDOT Approval		

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Living Roadway Trust Fund Grant
for Counties

RECIPIENT: Linn County Secondary Roads Department

PROJECT NAME: Linn County Roadside Inventories

AGREEMENT / PROJECT NO.: 90-57-LR23-226

AGREEMENT EXPIRATION DATE: 12/31/2023

Grant Amount:	\$8,000.00
Total Matching Funds:	<u>\$2,011.40</u>
Total Project Cost:	\$10,011.40

Authorizing Official:

Mr. Brad Ketels
Linn County Engineer
1888 County Home Road
Marion, IA 52302
319-892-6400
319-892-6419
brad.ketels@linncountyiowa.gov

Project Coordinator/Manager:

Mr. Megan Huck
Roadside Manager
1888 County Home Rd
Marion, IA 52302
515-520-0528
megan.huck@linncountyiowa.gov

Iowa Department of Transportation:

Ms. Tara Van Waus
Living Roadway Trust Fund Administrator
Office of Design
Highway Division
800 Lincoln Way
Ames, Iowa 50010
Phone - 515-239-1768
Email: tara.vanwaus@iowadot.us

This is an agreement between Linn County Secondary Roads Department (hereinafter referred to as **RECIPIENT**) and the Iowa Department of Transportation (hereinafter referred to as the **DOT**).

RECITALS

1. The **RECIPIENT** submitted an application to the **DOT** for funding through the Living Roadway Trust Fund (LRTF) under Iowa Code section 314 subsection 21, and the application was approved by DOT staff action on August 08, 2022.
2. Pursuant to the terms of this agreement and applicable statutes, the **DOT** agrees to provide funding in the amount of \$8,000.00 to the **RECIPIENT** for the authorized and approved costs for eligible items associated with the development of Linn County Roadside Inventories. This project shall be completed no later than 12/31/2023 with final request for reimbursement to be received by the **DOT** within ninety (90) days of the completion date. If the **RECIPIENT** requires additional time to fulfill the terms of this agreement, a request for an extension of time shall be submitted to the LRTF Coordinator prior to the expiration date.
3. The Project Coordinator/Manager shall be responsible for reporting in writing to the Living Roadway Trust Fund Coordinator involvement in any projects that are connected in any way to the project outlined in this agreement and receive additional funding from the LRTF or other Resource Enhancement and Protection (REAP) programs. Failure to do so may result in revocation of LRTF funding approval for this project.
4. This agreement shall be executed and delivered in two (2) or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument

In consideration of the foregoing and the mutual promises contained in the agreement, the parties agree as follows:

SECTION 1: AUTHORITY

1. The Authorizing Official and the Project Coordinator/Manager representing the **RECIPIENT** shall be responsible for carrying out the provisions of this agreement.
2. Approval from the **DOT** is required in order to change the Project Coordinator/Manager representing the **RECIPIENT**.
3. It is mutually understood between the parties that the final authority in transportation matters now vested in the **DOT** by federal and state statutory and case law shall not be affected by this agreement.

SECTION 2: GRANT

1. The **RECIPIENT** shall be responsible for the development and completion of the project as described in the application, of which a copy of the original is attached hereto and by this reference incorporated into this agreement as EXHIBIT A.

Linn County is requesting funds to complete a comprehensive vegetative roadside inventory.

2. Eligible project costs for the project described in section 2, subsection 1 of this agreement, listed above, which are incurred after the effective date of this agreement (see section 5), shall be paid as follows:
3. The portion of the total project costs paid to the **RECIPIENT** shall not exceed \$8,000.00.

RECIPIENT LRTF Funds (Grant):	\$8,000.00
RECIPIENT Local Contribution:	<u>\$2,011.40</u>
LRTF Project Total:	\$10,011.40

4. The local contribution stated above, and in Exhibit A, may include cash or non-cash contributions to the project. The **RECIPIENT** shall certify to the **DOT** the value of any non-cash contribution to the project prior to it being incorporated into the project. For right of way contributions, the **RECIPIENT** shall submit an appraisal and a check appraisal from qualified independent appraisers previously approved in writing by the **DOT**.
5. The **DOT** reserves the right to review the **RECIPIENT**'s certificate of value and has sole authority to determine the value of the **RECIPIENT**'s non-cash contribution for the purposes of this agreement. If, as a result of the **DOT**'s determination, the **RECIPIENT**'s total cash and non-cash contribution is below that stated in the terms of this agreement, the **RECIPIENT** shall increase its cash contribution in order to complete the **RECIPIENT**'s local contribution, or the grant or loan amount associated with this project shall be reduced accordingly.
6. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the **DOT** shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice. The **DOT** shall reimburse all eligible costs incurred up to and including this notice date.
7. Any revenue generated by interest payments on funds received by the **RECIPIENT** or by sales under this agreement shall be credited to the project.

SECTION 3: WORK

1. The **RECIPIENT** shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
2. The **RECIPIENT** shall be responsible for obtaining any permits, such as the Right to Occupy and Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and other construction permits required for the project prior to the start of construction.
3. Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from **DOT**.
4. In addition, the **RECIPIENT** shall certify to the **DOT**'s LRTF Coordinator that all known required environmental clearances have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.
5. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) as adopted pursuant to 761 Iowa Administrative Code (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
6. The work on this project shall be in accordance with the grant application, survey, plans, specifications, and estimates on file. Any modification of these documents must be approved by the **DOT** in writing prior to the modification being put into effect.
7. For portions of the project let to bid, the **RECIPIENT** shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the **RECIPIENT** shall provide the **DOT** file copies of project letting documents within five (5) working days after the letting. The **RECIPIENT** shall wait for **DOT** concurrence before making the final award.
8. The **RECIPIENT** shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3(80). The **RECIPIENT** shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The **RECIPIENT** shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
9. The **RECIPIENT** shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement.
10. The **RECIPIENT** shall be responsible for the daily inspection of the project. For projects let to contract, the **RECIPIENT** shall compile a daily log of materials and quantities. For

projects constructed with local forces, the **RECIPIENT** shall compile a daily log of materials, equipment and labor on the project. The **DOT** reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.

11. Originals of all documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this agreement, are to be the joint property of the political jurisdiction and governmental agencies participating in the project. Copies of said documents will be made available to such participants upon request.
12. The **RECIPIENT** shall require its contractors to permit the **DOT's** authorized representatives to inspect all work, materials, records, and any other data related to the Linn County Roadside Inventories project approved and authorized through this agreement.
13. The **RECIPIENT** shall maintain all books, records and accounts, documents, papers, reports, other sources of information, as may be determined by the **DOT** to be pertinent to ascertain compliance with this agreement. The **RECIPIENT** shall also make such materials and its facilities available at all reasonable times during the project agreement period and for three years from the date of final reimbursement, for inspection by the **DOT**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
14. Project progress reports are due on a quarterly basis in digital format and shall be received by the **DOT** within 30 calendar days of the end of the quarter. For the purposes of this agreement, the quarters for each calendar year shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
15. Upon completion of the project described in this agreement, the project coordinator/manager shall submit the final report in digital format to the **DOT** no later than 45 days after the project completion or grant end date, whichever is sooner. For **RECIPIENTs** that have purchased equipment, the project coordinator/manager shall submit the final report to the **DOT** no later one (1) year after the purchase date of said equipment. A presentation at the soonest statewide IRVM meeting on the performance of the equipment is also required within this same time period. Where any information required of the **RECIPIENT** is in the exclusive possession of another who fails or refuses to furnish this information, the **RECIPIENT** shall so certify to the **DOT** and shall set forth what efforts it has made to obtain the information. Work performed under the provisions of this agreement shall be maintained into perpetuity.

SECTION 4: PROPERTY AND EQUIPMENT

1. In the event that right of way is required for the project, said right of way will be acquired

in accordance with 761 IAC 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

2. When property and equipment is purchased with LRTF funds, the **RECIPIENT** agrees that the property and equipment shall be used for the provision of integrated roadside vegetation management; within roadside rights-of-way or areas approved in writing by the **DOT**, for the life of the property and equipment as determined by the **DOT**. Title to all property and equipment purchased pursuant to the agreement shall rest with the **RECIPIENT** of this agreement.
3. The **RECIPIENT** shall permit the **DOT** or its authorized representatives to inspect all property and equipment purchased or used to comply with this agreement.
4. The **RECIPIENT** agrees, within 45 days of acceptance of equipment financed through this agreement, to submit an inventory report including photographs of equipment purchased with LRTF labels adhered in prominent locations to four sides of the equipment.
5. If the property and equipment is not continuously used for vegetation management in the rights-of-way in a manner described by the application and the guidelines for the LRTF program, the **RECIPIENT** shall immediately notify the **DOT**. If the property and equipment is not maintained in a usable condition, it shall be considered to not be in continuous use. The **DOT** shall then determine whether the property and equipment should be transferred to another LRTF recipient for continued use. If the **DOT** determines there is no need for the property and equipment among other LRTF recipients, the **DOT** may authorize local disposal through sale.
6. If the property and equipment is sold, it shall be sold by the **RECIPIENT** at the highest price obtainable at public or private sale, subject to written approval of the sale price by the **DOT**.

SECTION 5: REIMBURSEMENT

The **DOT** reimburses for expenses up to the limits described in this agreement as follows:

1. The **RECIPIENT** has specified that they will submit periodic reimbursement requests Monthly.
2. All costs submitted for reimbursement or to be counted as matching funds shall not be incurred until after this agreement is fully executed by the **DOT**.
3. Prior approval by the **DOT** is required before there can be any change to the scope of work and budget in the grant application approved by the **DOT**. For any individual work

plan item not implemented by the **RECIPIENT** prior to the expiration date of this agreement, there will be no reimbursement by the **DOT**.

4. All reimbursement requests and direct vendor payment requests shall be submitted to the **DOT** using form 841700 Claim for Reimbursement of Living Roadway Trust Fund Project Costs located on the **DOT** website at <https://forms.iowadot.gov/BrowseForms.aspx> and attached as EXHIBIT B. Reimbursement requests and direct vendor payment requests submitted without form 841700 properly completed or without the required documentation of costs incurred shall be returned to the **RECIPIENT** without being processed with a request for correction and resubmittal.
5. For each work plan item of this agreement the **DOT** will, upon receipt of appropriate request and sufficient documentation, reimburse the **RECIPIENT** for the lesser of the amount established in this agreement or the actual expense. Any cost overruns shall be paid solely by the applicant.
6. The **RECIPIENT** may submit to the **DOT** periodic itemized claims for reimbursement for eligible project costs as often as monthly but no less than quarterly unless a one-time reimbursement or direct vendor payment option is indicated on the grant application. Periodic reimbursement requests shall be received by the **DOT** no later than 45 days after the end of the month or end of the quarter, whichever has been indicated in this agreement by the **RECIPIENT** in section 5 subsection 1. Reimbursement claims shall include an original signature certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
7. All requests for reimbursement must be itemized by work plan item, hours, pay classification, direct expenses and indirect expenses as applicable so as to allow the **DOT** to verify that the costs submitted conform to the items as outlined in this agreement.
8. Quarterly reimbursement requests shall include the status of all work plan items present in the approved application and agreement. Payment will be withheld until the status report is received in digital format.
9. All **RECIPIENTS** requesting reimbursement of indirect costs shall submit a current approved cost allocation plan or federally approved indirect cost rate documentation approved by the **DOT**.
10. All requests for reimbursement of equipment acquired as provided for in section 4 of this agreement must be accompanied by a copy of an invoice from the vendor. All original invoices must be received and reviewed by the **RECIPIENT** and verification of correct quantities and costs for items received must be indicated. The **RECIPIENT** shall sign, print their name and date the invoice to certify that receipt of the indicated invoice items has taken place.

11. The **DOT** shall reimburse the **RECIPIENT** for properly documented and certified claims for eligible construction project activity costs, less a retainage, if applicable to the project, of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the **DOT** determines the **RECIPIENT** is overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **DOT**.
12. Upon completion of the project described in this agreement, the project coordinator/manager of the grant project shall certify in writing by letter to the **DOT** that the project activities were completed in substantial compliance with the requirements set forth in this agreement. Final reimbursement shall be made only after the **DOT** accepts the project as complete. In order to be considered complete, the provisions set forth in section 3 subsection 15 of this agreement must be met.
13. Final reimbursement requests by the **RECIPIENT** to the **DOT** shall be received no later than ninety (90) days after the completion of the project or the expiration date of this agreement, whichever is sooner. Failure to submit requests by this time, without prior approval, shall result in loss of remaining grant funding.
14. The **DOT** reserves the right to delay reimbursement of funds to the **RECIPIENT** if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the **DOT** shall so notify the **RECIPIENT** in writing and shall give the **RECIPIENT** an estimate of when reimbursement might be expected. The **DOT** shall establish a system to equitably make reimbursements to all **RECIPIENT**s so affected.

SECTION 6: SUBMITTALS

1. Papers, interim reports, forms, or other materials, which are a part of the work set forth in this agreement, shall not be copyrighted without written approval of the **DOT**. If written approval is given, such approval shall be subject to all applicable federal and state laws, rules and regulations.
2. Publications by either party shall give credit to the other party. However, if the **DOT** does not wish to subscribe to the findings or conclusions of the study, the following statement shall be included on the credit sheet: "The opinions, findings, and conclusions expressed in this report are those of the authors, who are responsible for the facts and accuracy of the material presented herein. The contents do not necessarily reflect the official views, policies, or conclusions of the **DOT**". It is the responsibility of the **RECIPIENT** to contact the **DOT** to ascertain the stance **DOT** wishes to take before the credit sheet is prepared.
3. Either party to this agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

SECTION 7: DEFAULT

1. This agreement may be declared to be in default by the **DOT** if the **DOT** determines that the **RECIPIENT**'s application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the **DOT** determines that the project is not being developed as described in the application.
2. If the **RECIPIENT** fails to perform any obligation under this agreement, the **DOT** shall have the right, after first giving thirty (30) days written notice to **RECIPIENT** by certified mail return receipt requested, to declare this agreement in default. The **RECIPIENT** shall have thirty (30) days from date of mailing of notice to cure the default. If the **RECIPIENT** claims to have cured the default, it shall notify **DOT** no later than five (5) days after taking the action it claims has cured the default. **DOT** shall have sole discretion, without further notice, to determine whether or not any action taken has cured the default.
3. In the event a default is not cured, the **DOT** may revoke funding commitments and seek repayment of funds loaned or granted by this agreement. By signing this agreement, the **RECIPIENT** agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the **DOT** and may include cash repayment, installment repayments with negotiable interest rates, charges against the **RECIPIENT**'s share of road use tax funds, or other methods as approved by the **DOT**.

SECTION 8: GENERAL

1. All notices required under this agreement shall be made in writing to the **DOT**'s and the **RECIPIENT**'s contact person. The **DOT**'s contact person shall be Tara Van Waus, Living Roadway Trust Fund Coordinator, Iowa Department of Transportation, Office of Design, 800 Lincoln Way, Ames, Iowa, 50010, phone: 515-239-1768, email: tara.vanwaus@iowadot.us. The **RECIPIENT**'s contact person shall be Mrs Megan Huck Roadside Manager, Linn County Secondary Roads Department 1888 County Home Rd Marion, IA 52302 515-520-0528 megan.huck@linncountyiowa.gov.
2. The **RECIPIENT** agrees to defend, indemnify and hold **DOT** harmless from any and all liability arising out of or relating in any manner to the above-referenced project, including any and all suits, actions, or claims of any character arising out of or relating in any manner to the above-referenced project, including as well, but not limited to, matters relating to research, purchase of equipment, representation of the LRTF program at public events and the design, construction, maintenance, placement of traffic control devices, or inspection of the work associated with this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the **DOT**'s application review and approval process, work plan review and guidance, plan and construction reviews, and funding participation. It includes but is not limited to claims for acts and omissions for which the **DOT** alone was or would be responsible.

3. The **RECIPIENT** shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code chapter 216, the Iowa Civil Rights Act of 1965. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the **RECIPIENT** receives state funds from the **DOT**.
4. All accounting practices applied, and all records maintained will be in accordance with generally accepted accounting principles and procedures.
5. If any part of this agreement is found to be void and unenforceable then the remaining provisions of the agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the **DOT**.
7. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
8. This agreement as set forth in sections 1 through 9 herein, including referenced EXHIBITs, constitutes the entire agreement between the **DOT** and the **RECIPIENT** concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **DOT** and **RECIPIENT**.

RECIPIENT: Linn County Secondary Roads Department

CERTIFICATION

IOWA DEPARTMENT OF TRANSPORTATION

Page 11

EXHIBIT A
Recipient Grant Application

LIVING ROADWAY TRUST FUND GRANT APPLICATION

Deadline: June 1st, 2022 4:00 p.m.

Read Application Instructions and FY 2023 Funding Guidelines before completing application.

Project Name: Linn County Roadside Inventories

APPLICANT INFORMATION

Grant Applicant (Agency, Organization, County...): Linn County Secondary Roads Department

Applicant Authorizing Official: Position/Title: Linn County Engineer

Title: Mr First Name: Brad Last Name: Ketels

Address 1: 1888 County Home Road

Address 2:

Address 3:

City: Marion State: IA ZIP Code: 52302

E-mail: brad.ketels@linncountyiowa.gov Phone: 319-892-6400 Fax: 319-892-6419

Project Coordinator/Manager: Position/Title: Roadside Manager

Title: Mrs First Name: Megan Last Name: Huck

Address 1: 1888 County Home Rd

Address 2:

Address 3:

City: Marion State: IA ZIP Code: 52302

E-mail: megan.huck@linncountyiowa.gov Phone: 515-520-0528 Fax:

NOTIFICATION FOR WORK IN RIGHT-OF-WAY (PLANTING) PROJECTS

If applicable, select the type of right-of-way in which the proposed project will occur: County

Jurisdiction representative who has been notified of the project proposal:

Name: Title:

E-mail: Phone:

Have all required permits, environmental clearances, easements and notifications been made or acquired? Yes

If no, please explain:

PROJECT INFORMATION

Project Funding Category: Grant Applicant Type:

Project Type:

If Other Related Project type was selected please explain:

Estimated Start Date (MM/DD/YYYY): Estimated Completion Date (MM/DD/YYYY):

Concise Project Summary:

Linn County is requesting funds to complete a comprehensive vegetative roadside inventory.

Detailed Project Description:

Linn County has 1,098 miles of roads and 259 bridges. Assuming an average right-of-way (ROW) width of 66 feet (33 feet on either side of the roadway centerline) and an average roadway width of 24 feet (two 10-foot travel lanes and 2-foot shoulders on either side), then it is further assumed that there are 42 feet of vegetation (21 feet on either side of the roadway) to be inventoried within the ROW. This equates into approximately 5,589 acres of roadside that need to be managed.

The Linn County Roadside Management program was created with the goal to guide the establishment and maintenance of roadside flora toward plant communities that are economically and environmentally responsible, create public awareness, provide safe, ecologically diverse, environmentally integrated, and aesthetically pleasing roadsides.

An updated roadside inventory will give Linn County the most accurate and current baseline for native vegetation along its roadsides. This data needs to be collected objectively in the form of an inventory survey utilizing a Trimble R1 unit in conjunction with the Arc Collector application. Collecting data in this format will allow for the creation of a geodatabase that will allow the data collected in subsequent inventories or surveys to be compared and trends established.

A portion of the inventory will be dedicated towards identifying native remnant vegetation. Linn County is located within a portion of the Iowan Surface ecoregion. This ecoregion is geologically complex being located between the bedrock-dominated landforms of the Paleozoic Plateau/Coulee Section and the relatively recent glacial drift landforms of the Des Moines Lobe. The southern and southeastern border of this region are irregular and crossed by major northwest- to southeasttrending stream valleys. In the northern portion of the region, the glacial deposits are thin, and shallow limestone bedrock creates karst features such as sinkholes and sags. There are no natural lakes of glacial origin in this region, but overflow areas and backwater ponds occur on some of the larger river channels contributing to some diversity of aquatic habitat and many fish species.

The native vegetation data will be collected based on percent of areal coverage of prairie species per site (0-25%, 26-50%, 51-75%, and 76-100%). Dominant species identification will be included where possible along with noting species of special concern or any threatened or endangered species. Other data collected within the geodatabase will include trees/shrubs, bare spots, erosion cover, encroachment, spray/burn, and noxious weeds (slight, moderate, extensive, safety hazard). This other data will be collected as points, lines, and/or polygons (as applicable) with an iPad and a Trimble R1 GPS unit to provide sub-meter accuracy. Standard data such as the record number and date will also be recorded. A separate field will be created to provide comments such as large number of natives, rare species, excessive encroachment, and adjacent native vegetation areas. Pictures may also be included if the site has unique features that should be documented. Each picture will include a geotag that assigns a geographical location to each photograph.

Data collected will be post-processed and compiled into shapefile format for delivery to the County and Iowa DOT, and for use in ArcGIS Online. This will allow open access to the data by County staff to guide future management vegetative decisions, such as where/where not to mow, spray, burn, seed, etc.

Linn County will be working with Foth Infrastructure and Environment to conduct the inventory. The contact person within Foth Infrastructure and Environment will be Lead Environmental Scientist Michael Heller. Mr. Heller and his team will coordinate with the Linn County GIS Coordinator to ensure the data collection is in the same coordinate system that the County utilizes, and that the geodatabase is appropriate and compatible with their current GIS software.

The details below in the project summary section provide a labor breakdown to complete the

PROJECT COST SUMMARY

Line #	Detailed Work Plan (Please include all workplan items to detail total project cost, including all match amounts)	Amount
1	Foth Wildlife Technician - 85 hours @ \$17/hour	\$4,709.00
2	Foth GIS Coordinator - 21 hours @ \$26.52/hour	\$3,182.40
3	Foth Lead Environmental Scientist - 12 hours @ \$42.40/hour	\$2,120.00

Total Project Cost: \$10,011.40

MATCH SUMMARY

Line #	Cash Match Detail (Please include all cash match items found in the previous section)	Amount
1	Matching funds 1 (20% of \$10,011.40)	\$2,011.40
Total Cash Match Amount:		\$2,011.40

Line #	In-Kind Match Detail (Please include all in-kind match items found in the previous section)	Amount
Total In-Kind Match Amount:		0
Total Grant Match Amount:		2011.4

GRANT REQUEST SUMMARY

Total Project Cost:	\$10,011.40
Total Matching Funds:	\$2,011.40
Grant Match Percentage:	20%
Grant Amount Requested:	\$8,000.00
(Enter the amount of the grant for which you are applying)	
Reimbursement Frequency:	Monthly

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa that are due beginning January 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Megan Huck

Title: Roadside Manager

Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians, or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 7, paragraph "b", subparagraph (1):

b. As used in this subsection:

- (1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
(b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
(c) Compulsive gambling, kleptomania, or pyromania.
(d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

APPLICATION CERTIFICATION:

I, the undersigned, certify that this project has been approved for submittal for Living Roadway Trust Fund grant consideration.

Grant Applicant (Agency, Organization, County...): Linn County Secondary Roads Department

Applicant Authorizing Official: Position/Title: Linn County Engineer

Title: Mr First Name Brad Last Name: Ketels

Designed via ScanlessDocs.com
Brad Ketels
Key: 6d8d6478079eabc7a1c164030cd15a020

05/04/2022

Submission Checklist:

☒ Iowa DOT Form 841702 (pages 1-5 and 8 of this document)

☒ Minority Impact Statement Form 105101 (pages 6 & 7 of this document)

☐ Supplemental Supporting Information

(Please attach using paperclip symbol on the upper left side of this document; if you have more than one document please merge all documents into one pdf prior to attaching to grant application.)

EXHIBIT B
Reimbursement Form

Instructions for completing Form 841700
REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS
AND
DIRECT VENDOR OR SERVICES PAYMENTS

This form is for documenting eligible costs that are to be: (1) reimbursed to the grant Recipient for costs already incurred, (2) requested to be paid directly to a vendor as a direct vendor payment after the equipment has been received and checked in on the invoice as required or (3) payment for services, including direct and indirect costs, as indicated in the project agreement. Each type has a separate line for data entry.

Please Use the Tab key on your keyboard to scroll through and fill in all appropriate information in the shaded entry fields on the form(s).

Claim Number: Enter the claim number. The first claim for a unique project number is Claim 1, the next for the same project is Claim 2 and so on.

Check the checkbox with the computer mouse for final reimbursement when completing the final reimbursement claim.

Date: Enter the date the claim is prepared.

Enter the Iowa DOT Project Number, Grant Recipient and Project Name as they are indicated in the project agreement.

- Line 1. Enter the Grant Amount (maximum state funds payable per the Iowa DOT project agreement).
- Line 2. If applicable, enter the amount of "Local Contribution" included in the total project cost. The local contribution amount is the combination of in-kind and organization funds contributed to the project.
- Line 3. This is the sum of the Grant Amount, the in-kind contribution and the local contribution. This field is automatically calculated.
- Line 4. Enter the dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient to date, including this claim, in Column B. These amounts should not include any match percentage.
- Line 5. Enter the dollar amount of *eligible* costs requested for Direct Vendor Payments for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Direct Vendor Payments to date, including this claim, in Column B. Each Direct Vendor Payment request should use a separate request form and should only include costs for a single vendor. These amounts should not include any match percentage.
- Line 6. This is the Subtotal dollar amount of *eligible* costs requested for Reimbursement of Grant Item costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.
- Line 7. Enter the dollar amount paid by the Iowa DOT for eligible costs requested for Reimbursement of Grant Items and costs requested for Direct Vendor Payments prior to this claim.
- Line 8. This is the subtotal dollar amount due this payment/final payment for Reimbursement of Grant Item costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.
- Line 9. Enter the dollar amount of *eligible* Indirect and Direct costs requested for Services costs for this claim in the appropriate field in Column A. Enter the total cumulative dollar amount of *eligible* Indirect and Direct costs requested for Services costs incurred by the Recipient to date, including this claim in the field in Column B. These amounts should not include any match percentage.
- Line 10. This is the subtotal dollar amount eligible for Services Costs. This field is automatically calculated.
- Line 11. Enter the dollar amount paid by the Iowa DOT for eligible Services Costs prior to this claim.
- Line 12. This is the subtotal dollar amount due this payment/final payment for Services Costs. This field is automatically calculated.
- Line 13. This is the total dollar amount due for Reimbursement of Grant Items costs incurred by the Recipient, costs requested for Direct Vendor Payments and Services Costs for this claim. This field is automatically calculated.

NOTE: Reimbursement claims must include a completed original signed reimbursement claim form (841700), copies of all invoices (with beginning and ending dates), proof of processed payment and/or in-kind contribution documentation totaling 100% of the amount of work for which reimbursement is being requested. Direct vendor payment requests must be accompanied by a vendor invoice with the items received circled, signature and printed name of the authorized person who received the invoiced item(s) and the date received.

Submit an electronic version of this form and required documentation via email to lrtf.support@iowadot.us for review. Upon approval, mail the signed original and required documentation to: LRTF Program Coordinator, Office of Design, Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010

REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS AND DIRECT VENDOR OR SERVICES PAYMENTS

***** PLEASE READ THE INSTRUCTIONS FOR COMPLETING THIS FORM BEFORE YOU PROCEED*****

Project Information

Claim Number: Check for Final Reimbursement ☐ Date: Iowa DOT Project Number:

Grant Recipient:

Project Name:

1	Grant Amount: Maximum State Funds payable per the Iowa DOT project agreement	\$0.00
2	Local Contribution (including in-kind and organization funds contributed to the project if applicable):	\$0.00
3	Total Project Cost: Total of lines 1 and 2	\$0.00

Grant Items for Reimbursement to the Recipient and Costs Paid Directly to Vendor

	This Claim Amount [A]	Cumulative Claim Amount [B]
Grant Items to be Reimbursed to the Recipient		
4	Amount of Grant Item costs claimed: For this claim [A] and cumulative [B]	\$0.00
Grant Items to be Paid Directly to Vendor		
5	Amount of Vendor invoice(s): For this claim [A] and cumulative [B]	\$0.00
6	Subtotal amount eligible for Reimbursement and Direct Vendor Payments	\$0.00
7	Amount paid by the Iowa DOT for Reimbursement and Direct Vendor payments prior to this claim:	\$0.00
8	Subtotal amount due this payment/final payment for Reimbursement and Direct Vendor Payments:	\$0.00

Services Payments

	This Claim Amount [A]	Cumulative Claim Amount [B]
Services		
9	Total amount of Services costs claimed:	\$0.00
10	Subtotal amount eligible for Services Costs	\$0.00
11	Amount paid by the Iowa DOT for Services prior to this claim:	\$0.00
12	Subtotal amount due this payment/final payment for Services:	\$0.00
13	Amount due for Reimbursement, Direct Vendor Payments and Services	\$0.00

CERTIFICATION

I hereby certify that all eligible project activities for which reimbursement and direct vendor payment is requested have been completed in compliance with the project plans, specifications, project agreement, the laws of the State of Iowa and the ordinances of the CITY/COUNTY or Local Public Agency, that the items claimed for payment are proper and true and that no part of this claim has been paid by the Iowa DOT.

Recipient Representative (Computer Entry or Printed)

Signature Date (Computer Entry or Printed)

Recipient Representative Signature (Sign in Ink)

Recipient Representative Title (Computer Entry or Printed)

Make Check Payable to:

Grant Recipient or Designated Vendor (Computer Entry or Printed)

Mailing Address (Computer Entry or Printed)

Submit an electronic version of this form and required documentation via email to Irtf.support@iowadot.us for review. Upon approval, mail signed original and required documentation to: LRTF Program Coordinator, Office of Design, Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

FOR INTERNAL USE ONLY	INITIALS	DATE
IDOT Approval		
IDOT Approval		



AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

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

Federal Award Number: SLFRP0336

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

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-005

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	Foundation 2, Inc.
935 2 nd Street SW	1714 Johnson Ave NW
Cedar Rapids, IA	Cedar Rapids, IA 52405
	UEI #: ERC4JTWZS9X5
Subaward Budget Period Start date: 9/1/2022 End date: 12/31/2023	
Period of Performance Start date: 9/1/2022 End date: 12/31/2023	
Amount of federal funds obligated by this action: \$2,000,000.00	
Total amount of the federal funds obligated to the Subrecipient: \$2,000,000.00	
Total amount of the federal funds committed to the Subrecipient: \$2,000,000.00	
Project Title: Foundation 2 Crisis Services Headquarter Facility	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to Foundation 2, Inc. ("Subrecipient") for reimbursement of the purchase and renovation of a building to house and expand crisis mental health and supportive services for the Foundation 2 Crisis Services Headquarter Facility.

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

Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) 12/31/2024

3. Grant Funding.

The Subrecipient shall use the Subaward solely for the Foundation 2 Crisis Services Headquarter Facility purchase and renovation.

The County agrees to provide up to \$2,000,000.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for the purchase and renovation of a building to house and expand crisis mental health and supportive services for the Foundation 2 Crisis Services Headquarter Facility. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. Reporting and Invoicing.

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

Invoices and reports shall be submitted to:

Linn County Finance & Budget
Attn: Sonia Evans, Senior Accountant
935 2nd Street SW
Cedar Rapids, IA 52404
Sonia.evans@linncountyiowa.gov

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

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

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

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

5. Monitoring.

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

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

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

6. Maintenance of Records.

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

7. Closeout.

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

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

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

8. Events of Default.

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

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

9. Notice of Default.

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

10. Remedies.

If an Event of Default occurs, the County may:

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

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

11. Termination.

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

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

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

12. Procurement.

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

13. Conflicts of Interest.

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

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

14. Modification.

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

15. Counterparts.

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

16. Notices

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

17. Defense and Indemnification.

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

18. Severability.

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

19. Status of Subrecipient.

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

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

20. Assignment.

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

21. Entire Agreement.

This agreement constitutes the entire agreement between the parties for the Just Getting There ARPA Boost / Helping Hands Ministry Project and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

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

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

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

- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- i. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

23. Publications.

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

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

24. Protections for Whistleblowers.

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

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

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

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

25. Seat Belt Use.

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

26. Reducing Text Messaging While Driving.

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

27. Certification Regarding Government-Wide Restrictions on Lobbying.

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

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

28. Eligibility.

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

29. Acknowledgements.

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

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

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

Dated this 7th day of September, 2022.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:
FOUNDATION 2, INC.

Authorized Representative

9/7/2022
Date

Digitally signed by Emily J. Blomme
DN: cn=Emily J. Blomme, o=Foundation 2 Crisis Services,
ou, email=eblomme@foundation2.org, c=US
Date: 2022.09.07 08:38:11 -05'00'

EXIHIBIT A

Statement of Work

Foundation 2, Inc. will purchase and renovate a building to house and expand crisis mental health and supportive services. The funds will cover the purchase cost and the renovations to the building at a total amount not to exceed \$2,000,000.00. Foundation 2, Inc. will report to Linn County on a quarterly basis and provide documentation of expenses as necessary.

Quarterly Reporting Timelines for Project and Expenditures Reports

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

EXHIBIT B

Mandatory Contract Provisions

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

1. Compliance with Applicable Laws and Regulations.

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

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

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

2. Publications.

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

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

3. Protections for Whistleblowers.

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

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

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

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

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

4. Seat Belt Use.

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

5. Reducing Text Messaging While Driving.

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

6. Certification Regarding Government-Wide Restrictions on Lobbying.

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

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

SWANK MOTION PICTURES, INC. PUBLIC PERFORMANCE LICENSING AGREEMENT FOR CORRECTIONAL INSTITUTIONS

This AGREEMENT is made on this 25th day of July, 2022, between Linn County Juvenile Detention Center ("Licensee" herein) and SWANK MOTION PICTURES, INC. ("Swank" herein), a Missouri corporation.

1. Subject Matter and Term of Agreement

A. Swank is an authorized distributor of copyrighted motion pictures ("DVDs" herein) for non-theatrical public performances. Swank desires to license Licensee for public performance exhibition. Licensee desires to exhibit movies licensed from Swank on the terms and conditions set forth herein.

B. The term of this Agreement shall commence on September 1, 2022 and continue through August 31, 2023, after which day it shall expire unless renewed or renegotiated by mutual agreement of the parties.

2. License

Producers listed are those supplying titles at the time of this printing.

During the term of this contract, Swank shall license Licensee for public performance in its facility on the terms and conditions set forth herein. New facilities added during the term of this contract will require an amendment agreed to in writing by both parties. During the contract period, Licensee may exhibit DVD for showings only at its location(s) listed in Exhibit A. Licensee shall be entitled to choose from Swank's current and future list of available movies for public performance purposes which includes titles distributed by Paramount Pictures, Warner Bros, Bleecker Street, Fine Line Features, Lorimar Productions, New Line Cinema, Picturehouse, RKO Films, The Ladd Company, Turner Pictures, Warner Independent Pictures, Warner Premier, A24 Films, STX Entertainment, MGM/UA, American International, Orion, United Artists, Lions Gate Films, Trimark, Sony Pictures, Columbia Pictures, Epic Productions, Tristar Pictures, Triumph Films, Paramount Vantage, NBC Universal Pictures, Polygram, Focus Features, Gramercy, October Films, USA Films, Summit Entertainment, Lantern Entertainment, Buena Vista Distribution, Hollywood Pictures, Miramax, Touchstone Pictures and Walt Disney Pictures. Rentals and or purchases of titles covered by this Agreement are at the expense of the Licensee.

3. Terms

In consideration of the License, Linn County Juvenile Detention Center shall pay Swank a License Fee of \$530.00 payable in one installment upon receipt of invoice.

4. Payment

Invoice is due and payable upon receipt.

5. Advertising

These motion pictures are specifically licensed for non-theatrical showings only. Promotion or advertising outside the Facility is strictly prohibited.

6. Warranties

Swank warrants that:

Swank is authorized by the copyright owners of the titles distributed by Swank to license to others for non-theatrical public performance purposes.

SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
continued

7. Notices

All notices to be given hereunder shall be in writing or delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

If to Swank:

SWANK MOTION PICTURES, INC.

10795 Watson Road

St. Louis, Missouri 63127-1012

Attn: Terri Colyer
Institution Sales Manager

If to Licensee:

Linn County Juvenile Detention Center

800 Walford Rd Southwest

Cedar Rapids, IA 52404

Attn: Mrs. Dawn Schott
Director

or to such other addresses as the parties shall specify, or by written notice so given, and shall be deemed to be given as of the date so delivered or mailed.

8. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

EXECUTED on the day and year first above written.

SWANK MOTION PICTURES, INC.

By _____

Institution Sales Manager

Linn County Juvenile Detention Center

By _____

Name _____

Title _____

EXHIBIT A

LOCATION:

Linn County Juvenile Detention Center

Cedar Rapids, IA 52404

Eighth Amendment to the Community Partnership for Protecting Children (CPPC) Contract

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

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Section 1.3.4, Pricing. The maximum amount the Contractor will be compensated is hereby amended to \$142,375.00 for the entire term of the Contract.

Revision 2. Section 1.3.4.1, Payment Table. Contract payments are amended as follows:

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

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

Section 2: Ratification & Authorization

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

Section 3: Execution

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

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

Prepared by Luke Maloney
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5144
Return to Becky Shoop, Auditor's Office

ORDINANCE NO. 8 – – 2022

AN ORDINANCE AMENDING CHAPTER 105 OF THE CODE OF ORDINANCES, LINN COUNTY, IOWA BY ADDING THERETO A NEW ARTICLE VII CREATING A COUNTY HOUSING CODE

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa as follows:

SECTION 1. SECTION ADDED. Chapter 105 – BUILDINGS AND BUILDING REGULATIONS, of the Code of Ordinances, Linn County, Iowa, is hereby amended by adding thereto a new Article VII, HOUSING, hereby created to read as follows:

ARTICLE VII. – HOUSING

Sec. 105-101. – International Property Maintenance Code adopted.

Except as hereinafter modified, that certain code known as the International Property Maintenance Code, 2021 edition, First Printing, as published by the International Code Council, Inc., which code is hereby specifically incorporated by reference, shall be known as the "county housing code." The provisions of said housing code shall be controlling in regulating the conditions and maintenance of all non-owner occupied residential structures and premises, and in ensuring that structures are safe, sanitary, and fit for occupation and use within the unincorporated limits of the county.

Sec. 105-102. – Modification of the International Property Maintenance Code, 2021 edition.

Certain sections and/or portions of sections of the International Property Maintenance Code, 2021 edition, hereinafter IPMC, are hereby modified, repealed, replaced, added, or deleted as set forth below.

- (1) Modify Section 101.1, Title by inserting "County of Linn, Iowa" as the Name of Jurisdiction.
- (2) Repeal Section 104.1, Fees in its entirety, and replace it with the following:

Section 104.1. Fees. The fees for activities and services performed by the county in carrying out its responsibilities under this code shall be in accordance with the property maintenance/housing fee schedule as set by resolution of the board of supervisors.

- (3) Add a new Subsection 105.6.1, hereby created to read as follows:

105.6.1 Certificate of Inspected Housing. Whenever the housing official has inspected, or caused to be inspected any dwelling unit, and has determined that the dwelling unit is in compliance with the county housing code, the housing official or the housing official's designee shall issue a certificate of inspected housing to the owner or authorized agent of the dwelling unit.

- (4) Repeal Section 107, Means of Appeal in its entirety and replace it with the following:

SECTION 107. MEANS OF APPEAL

107.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the code official regarding the application and interpretation of this code, there shall be a property maintenance/housing board of appeals consisting of five members, none of whom are employees of the county. The county building board of appeals, as established in Section 105.17 of the Code of Ordinances, Linn County, Iowa, shall serve as the property maintenance/housing board of appeals, and shall hear and decide appeals of orders, decisions, or determinations made by the code official regarding the application and interpretation of this code. The board of appeals shall also make recommendations, upon request, to the board of supervisors relating to enforcement activities on specific cases.

107.2 Applications for Appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice, or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been interpreted incorrectly, the provisions of this code do not fully apply, or the requirements of this code are satisfied adequately by other means. The board shall have no authority to waive the requirements of this code.

107.3 Appeal Fee. A nominal fee for an appeal to the property maintenance/housing board of appeals shall be in accordance with the property maintenance/housing fee schedule as established by resolution by the board of supervisors.

- (5) Repeal Section 109.4, Violation Penalties in its entirety, and replace it with the following:

Section 109.4. Violation Penalties. Any person who violates a provision of this code, or who fails to comply therewith, or with any of the requirements thereof, shall be subject to penalties in accordance with the Code of Ordinances, Linn County, Iowa, Chapter 1, Article II.

- (6) Modify Section 202, General Definitions, by adding thereto new definitions, hereby created to read as follows:

CODE OFFICIAL. The Linn County Building Official, as appointed by the Board of Supervisors, who is charged with the administration and enforcement of this code, or any duly authorized representative.

LANDLORD OR AUTHORIZED AGENT. The property owner or authorized representative, registered with the county, engaging in the rental or leasing of a residential structure.

PERMITTED RENTAL UNIT. A non-owner occupied residential structure registered with the county, in compliance with the housing code.

- (7) Delete Section 302.4, Weeds.
- (8) Modify Section 304.14, Insect screens by inserting April 15 as the first date and October 15 as the second date.
- (9) Modify Section 602.3, Heat supply by inserting January 1 as the first date and December 31 as the second date.
- (10) Modify Section 602.4, Occupiable WorkSpaces by inserting September 1 as the first date and May 31 the second date.
- (11) Modify Section 704.6.1, Single and multiple-station smoke alarms, Where Required by deleting Exceptions 1, 2, and 3.

Sec. 105-103. – Limitations of regulations.

The county housing code shall not apply within the corporate limits of any incorporated city, unless a city specifically adopts the county housing code into its code of ordinances in accordance with a 28E agreement, for the administration and enforcement of said code, that is approved by a city and the county, and is recorded in the Linn County, Iowa Recorder's Office.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. EFFECTIVE DATE. The ordinance shall become effective upon its passage and publication pursuant to Iowa Code § 331.302(8).

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

ATTEST:

Joel Miller, County Auditor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

Joel Miller, County Auditor

State of Iowa
County of Linn

This instrument was acknowledged before me on the _____ day of _____, 2022,
by Joel Miller as Linn County Auditor.

Notary Public, State of Iowa

First reading on the _____ day of _____ 2022.

Second reading on the _____ day of _____ 2022.

Third reading and final passage on the _____ day of _____ 2022.

Published in *The Gazette* on the _____ day of _____ 2022.

Prepared by Luke Maloney
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5144
Return to Becky Shoop, Auditor's Office

ORDINANCE NO. 8 – – 2022

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING AND ADDING PROVISIONS IN CHAPTER 105
RELATING TO THE PROPERTY MAINTENANCE CODE**

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa as follows:

SECTION 1. SECTION MODIFIED. Chapter 105, Article VI, Section 105-86 of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 105-86. – International Property Maintenance Code adopted.

Except as hereinafter modified, that certain code known as the International Property Maintenance Code, 2021 edition, First Printing, as published by the International Code Council, Inc., which code is hereby specifically incorporated by reference, shall be known as the "county property maintenance code." The provisions of said property maintenance code shall be controlling in regulating the conditions and maintenance of all structures and premises, and in ensuring that structures are safe, sanitary, and fit for occupation and use within the unincorporated limits of the county.

SECTION 2. SECTION MODIFIED. Chapter 105, Article VI, Section 105-87 of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 105-87. – Modification of the International Property Maintenance Code, 2021 edition.

Certain sections and/or portions of sections of the International Property Maintenance Code, 2021 edition, hereinafter IPMC, are hereby modified, repealed, replaced, or deleted as set forth below.

- (1) Modify Section 101.1, Title by inserting "County of Linn, Iowa" as the Name of Jurisdiction.

- (2) Repeal Section 104.1, Fees in its entirety, and replace it with the following:

Section 104.1. Fees. The fees for activities and services performed by the county in carrying out its responsibilities under this code shall be in accordance with the property maintenance/housing fee schedule as set by resolution of the board of supervisors.

- (3) Repeal Section 107, Means of Appeal in its entirety and replace it with the following:

SECTION 107. MEANS OF APPEAL

107.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the code official regarding the application and interpretation of this code, there shall be a board of appeals consisting of five members, none of whom are employees of the county. The county building board of appeals, as established in this code, and in Section 105.17 of the Code of Ordinances, Linn County, Iowa, shall hear and decide appeals of orders, decisions, or determinations made by the code official regarding the application and interpretation of this code. The board of appeals shall also make recommendations, upon request, to the board of supervisors relating to enforcement activities on specific cases.

107.2 Applications for Appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice, or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been interpreted incorrectly, the provisions of this code do not fully apply, or the requirements of this code are satisfied adequately by other means. The board shall have no authority to waive the requirements of this code.

107.3 Appeal Fee. A nominal fee for an appeal to the building board of appeals shall be in accordance with the property maintenance/housing fee schedule as established by resolution by the board of supervisors.

- (4) Repeal Section 109.4, Violation Penalties in its entirety, and replace it with the following:

Section 109.4. Violation Penalties. Any person who violates a provision of this code, or who fails to comply therewith, or with any of the requirements thereof, shall be subject to penalties in accordance with the Code of Ordinances, Linn County, Iowa, Chapter 1, Article II.

- (5) Modify Section 202, General Definitions, by repealing the definition for code official, and replacing it with the following definition:

CODE OFFICIAL. The Linn County Building Official, as appointed by the board of supervisors, who is charged with the administration and enforcement of this code, or any duly authorized representative.

- (6) Delete Section 302.4, Weeds.
- (7) Modify Section 304.14, Insect screens by inserting April 15 as the first date and October 15 as the second date.
- (8) Modify Section 602.3, Heat supply by inserting January 1 as the first date and December 31 as the second date.
- (9) Modify Section 602.4, Occupiable WorkSpaces by inserting September 1 as the first date and May 31 the second date.
- (10) Modify Section 704.6.1, Single and multiple-station smoke alarms, Where Required by deleting Exceptions 1, 2, and 3.

SECTION 3. SUBSECTION MODIFIED. Chapter 105, Article VI, Section 105-88 of the Code of Ordinances, Linn County, Iowa, is hereby modified to read as follows:

The county property maintenance code shall not apply within the corporate limits of any incorporated city, unless a city specifically adopts the county property maintenance code into its code of ordinances in accordance with a 28E agreement for the administration and enforcement said code that is approved by a city and the county and is recorded in the Linn County, Iowa Recorder's Office.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 6. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 7. EFFECTIVE DATE. The ordinance shall become effective upon its passage and publication pursuant to Iowa Code § 331.302(8).

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

ATTEST:

Joel Miller, County Auditor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

Joel Miller, County Auditor

State of Iowa
County of Linn

This instrument was acknowledged before me on the _____ day of _____, 2022,
by Joel Miller as Linn County Auditor.

Notary Public, State of Iowa

First reading on the _____ day of _____ 2022.

Second reading on the _____ day of _____ 2022.

Third reading and final passage on the _____ day of _____ 2022.

Published in *The Gazette* on the _____ day of _____ 2022.

STATEMENT OF AGREEMENT
BETWEEN
ABBE CENTER FOR COMMUNITY MENTAL HEALTH
AND
LINN COUNTY COMMUNITY SERVICES

The purpose of this Agreement is to provide consultation services through Abbe Center to the Linn County Access Center on the planning for medical detoxification services. Services will include consultation provided by a Psychiatrist who is Board certified in Psychiatry, Addiction medicine and Family Medicine. **Maximum contract cost for FY 23 = \$8,000.00**

- Maximum FY 23 Psychiatry cost; 5 hours/month @ \$160/hour Sept 2022 – June 2023
- To be billed based on actual hours of service on a monthly basis

ACKNOWLEDGEMENT:

This is a contract for consultation regarding treatment service development for individuals with a substance use disorder. Nothing in this contract constitute an employment relationship between the staff of Abbe Center and the Linn County Community Services or Linn County, Iowa. Neither Abbe Center nor Abbe Center employees are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Linn County Iowa. Nothing in this contract prevents Abbe Center staff from working with others during the length of this Agreement. Abbe Center staff has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

INDEMNIFICATION:

Abbe Center shall indemnify and hold Linn County Community Services and Linn County Iowa harmless from and against any and all losses, liabilities, and damages incurred by Abbe Center staff during the performance of their contractual duties.

The Linn County Community Services shall also indemnify and hold harmless the Abbe Center from and against any and all losses, liabilities, and damages incurred by the Linn County Community Services during the performance of contractual duties.

TERMS OF THE AGREEMENT:

No portion of the Agreement shall be assigned without the prior written consent of the other party, and any attempt to make such an assignment without such consent shall be null and void.

This agreement shall be reviewed annually. It may be terminated by either party by written notice of termination at least thirty (30) days prior to the effective termination date.

Dated this 14th day of September, 2022.

LINN COUNTY COMMUNITY SERVICES

ABBE CENTER FOR COMMUNITY MENTAL HEALTH

Chairperson, Board of Supervisors

Kathy Johnson, VP/Executive Director

LAND USE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2022, by and between Feed Iowa First ("Tenant"), located at 1506 10th Street SE, Cedar Rapids, Iowa, 52401, and Linn County, Iowa ("Landlord"), located at 935 2nd Street SW, Cedar Rapids, Iowa, 52404.

WHEREAS, Linn County recognizes the public need for a local food system that is equitable, accessible, secure, diverse, resilient, and regenerative; and,

WHEREAS, Linn County recognizes that the economic impact of the COVID-19 public health emergency continues to negatively affect access to sufficient food and increased local food insecurity; and,

WHEREAS, Linn County recognizes that the destructive impact of the August 10, 2020 derecho negatively affected access to sufficient food and continues to negatively affect local food insecurity; and,

WHEREAS, Linn County owns unused land that could be used to grow food for local distribution to improve access to sufficient food; and,

WHEREAS, Linn County and a non-profit organization previously used said unused land to grow food for free distribution; and,

WHEREAS, Feed Iowa First is a 501(c)(3) non-profit organization dedicated to combatting food insecurity today and tomorrow by growing food and farmers; and,

WHEREAS, Feed Iowa First has the ability and desire to assist with and/or manage soil preparation, procuring plants and seeds, raising produce, distributing food to people who are food insecure, and other related activities.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I. GRANT AND TERM

1.01. Land. In consideration of the covenants and agreements on the part of Feed Iowa First (Tenant) to be observed and performed as provided herein, Landlord leases to Tenant approximately .82 acres of land located at 520 - 11th St. NW, Cedar Rapids, IA 52405, as shown on Exhibit "A", herein called the "Land".

1.02. Use of Land. The use and occupation by Tenant of the land shall be subject to the terms and conditions of the Agreement and to reasonable rules and regulations for use thereof as prescribed from time to time by Landlord.

1.03. Term and Possession. Tenant shall have the right to possession of the Land rent free for the period commencing on July 1, 2022 and ending on December 31, 2023. Landlord reserves the right to terminate the lease at any time by providing Tenant 60 days-notice. Notice may be by email or US mail.

ARTICLE 11. SIGNS

Any signs placed upon the land must comply with the ordinances of the City of Cedar Rapids and Linn County, and shall be first approved by Landlord, which approval shall not be unreasonably withheld.

ARTICLE 111. RENT

Landlord is providing the land to Tenant with no rent for the term of the Lease.

ARTICLE IV. SITE AMBASSDOR APPOINTMENT AND RESPONSIBILITIES

4.01. Site Ambassador Appointed. The Landlord's will appoint a representative, or "site ambassador". If no ambassador is appointed, the Linn County Sustainability Manager will be the default appointment.

4.02. Site Ambassador Responsibilities. Once Tenant prepares the Land for planting, the Site Ambassador is responsible for:

1. Identifying community members to utilize plots from Feed Iowa First.
2. Gathering and managing volunteers.
3. Assuring all community members using plots and volunteers are aware of harvest and food safety guidelines.
4. Coordinating checkout of equipment from and return to Tenant at the end of the season.
5. Managing site expectations to all involved in growing.
6. Removing plant debris if a plot is not maintained.
7. Submitting a weekly report to Tenant by email or phone containing pest, fungus, or equipment concerns, and a description of what is going well.

8. Consulting with Tenant prior to making any major changes to the Land or removing plants.

9. Consult with Tenant if individuals subletting land in the program move or are no longer involved.

ARTICLE V. USE OF LAND BY TENANT

5.01. Use of Land. Tenant shall use the Land during the term of this Lease only for the sole purpose of operating an urban farm to grow produce for distribution to food pantries and food insecure individuals and families and allowing food-insecure families to garden for family and community consumption

5.02. Approval for Growers. Tenant will work with Linn County Sustainability and Green Iowa AmeriCorps Land & Water Steward to provide programming and plots for community members to farm/garden. Individuals assigned plots must agree to standards as set by Tenant, including the following documents:

- Equitable Land Access Land Use Agreement (Exhibit B)
- Equitable Land Access - Community Ag (Exhibit C)

5.03. Compliance with Laws and Regulations. Tenant shall procure at its sole expense any permits and licenses required for the transaction of its business on the Land and shall comply with all laws, ordinances, regulations, and orders now in effect or hereafter enacted during the Lease Term that are applicable to this Land.

Tenant shall not permit any unlawful activity to be carried on the Land; make any use of or allow the Land to be used for any purpose that might invalidate the insurance thereof on; create any nuisance or injure the reputation of the land or Landlord; deface or injure the building, overload the floors, commit or suffer waste, permit the use of loudspeakers or other devices that can be heard outside the land; or disturb the quiet enjoyment of the area.

Tenant shall store all trash and garbage within the designated areas. Removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. If Tenant fails to maintain the land in a neat and clean condition, Landlord at its option may have the Land cleaned at Tenant's expense at a reasonable cost in keeping with competitive cleaning charges in the area at that time.

ARTICLE VI. UTILITIES

In no event shall Landlord be liable for an interruption or failure in the supply of any utility to the Land.

ARTICLE VII. MAINTENANCE AND REPAIR OF THE LAND

Except as expressly otherwise provided herein, Tenant takes the Land in an "as-is" condition. Landlord will maintain the Land and perform routine maintenance to the facility as it sees fit. Tenant shall not perform any work to the Land without Landlord's advance written approval. Tenant shall not suffer any mechanic's lien to be filed against the Land by reason of any work, labor, services, or material performed at or furnished to the Tenant or anyone holding the Land through or under Tenant. If a mechanic's lien shall be so filed, Landlord may remove it at Tenant's expense.

At the expiration or termination of this Lease by lapse of time or otherwise, Tenant will quit and surrender the Land in as good a state and condition as on the Possession Date excepting only reasonable use and wear thereof, or damage by casualty for which Landlord is responsible under the provisions of the Lease.

ARTICLE VIII. INSURANCE AND INDEMNITY

8.01 Tenant's Liability Insurance. Tenant shall, at its expense, prior to the Possession Date and during the entire term of this Lease, obtain and keep in full force and effect, with an insurance carrier authorized and licensed to do business in the State of Iowa, a Comprehensive General Liability insurance policy or policies, including Blanket Contractual Liability coverage, Personal Injury Liability coverage, with respect to the Land and the business operated by Tenant and sub lessees, licensees or concessionaires of Tenant in the Land.

Such policies shall be written as primary coverage which does not contribute to and is not in excess of coverage which the other party may provide, and shall be in the amount of at least \$1,000,000 combined single limit per occurrence, naming Landlord as an additional insured with direct coverage for both the direct and vicarious liability of Landlord as the additional insured.

The policy shall contain a clause that the insurer will not cancel or change the coverage without first giving Landlord twenty (20) days prior written notice. A copy of such insurance policy and duly executed certificates evidencing such insurance shall be delivered to and approved by Landlord prior to the Possession Date. Any comprehensive public liability insurance carried by Landlord hereunder shall be excess, and not contributing insurance to the insurance carried by Tenant hereunder.

In the event Tenant fails to procure, maintain, and/or pay for the insurance required by this Lease, at the times and for the duration specified in this Lease, Landlord shall have the right, but not the obligation, at any time and from time to time, and without notice, to procure such insurance and/or pay the premiums for such insurance, in which event Tenant shall repay Landlord, immediately upon demand by Landlord, as Additional Rent, all sums so paid to Landlord together with interest thereon and any costs or expenses incurred by Landlord in connection therewith, without prejudice to any other rights and remedies of Landlord under this Lease.

8.02. Indemnification of Landlord. Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, demands, causes of action, actions, damages, liability, judgments or expenses, including attorney's fees and reasonable expenses incurred in investigating the same, in connection with loss of life, personal injury and/or damage to property arising from or out of (i) any occurrence in, upon or at the Land, or the occupancy or use of the Land or any part thereof by Tenant or its agents, employees, contractors, sub lessees, concessionaires, or licensees, or the customers or invitees of any of them or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, contractors, sub lessees, concessionaires or licensees, or the customers or invitees of any of them, except if wholly caused by the act or neglect of Landlord, its agents or employees; (ii) the use of the Common Areas or any part thereof, by Tenant, its agents, employees, contractors, sub lessees, concessionaires or the customers or invitees of any of them; and (iii) Tenant's use of the Land after the Possession Date for the installation of Tenant's fixtures and equipment, even though such occupancy may be prior to the commencement of the term of this Lease.

8.03. Loss and Damage to Tenant's Property. Landlord shall not be liable for any damage to property of Tenant or of others located on the Land, nor for the loss of or damage to any property of Tenant or others by theft or otherwise, nor shall Landlord be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, or water. Landlord shall not be liable for any damage caused by other tenants or persons in the Land, occupants of adjacent property, or the public, or caused by operations in construction of any public or quasi-public work.

8.04. Waiver of Subrogation. Where either Landlord or Tenant sustains a loss or damage to the Land, or to the fixtures, goods, wares, merchandise or any other property thereon or therein for which it is protected by an existing policy or policies of insurance, the party sustaining such loss or damage, to the extent that it is so protected and to the extent that it may legally do so, waives its rights of recovery, if any, against the other party hereto.

ARTICLE IX. DAMAGE OR CASUALTY

9.01. Notice. Tenant shall give immediate written notice to Landlord of any damage caused to the Land by fire or other casualty.

9.02. Damage or Destruction of Land. In the event that the Land for which they are situated shall be partially or totally destroyed by fire or other casualty Landlord may terminate this Lease as of a date of such damage or destruction.

ARTICLE X. TENANTS DEFAULT

10.01. Events of Default. The following events shall be deemed to be events of default by Tenant under the Lease:

Tenant shall fail to comply with any term, covenant or condition of this Lease, and shall not cure such failure within five (5) days after receipt by Tenant of Landlord's written notice of such noncompliance.

If any event of default occurs Landlord may at its option terminate this Lease, re-enter, take possession of the Land and remove all personnel and property therefrom all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby. In addition to remedies provided herein, Landlord shall have all other remedies that it may be entitled to at law or in equity.

10.02. Costs, Expenses and Attorney's Fees. Tenant shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the terms, covenants and conditions in this Lease provided that Landlord prevails in any litigation commenced by it to enforce same. Landlord shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Tenant in enforcing the terms, covenants and conditions in this Lease provided that Tenant prevails in any litigation commenced by it to enforce same.

ARTICLE XI. RIGHT OF ENTRY

Provided Tenant's operations are not unreasonably interfered with, Landlord or Landlord's agents shall have the right to enter the Land at all reasonable times to examine the same, to show it to prospective purchasers or lessees of the Land and to make such repairs, alterations, or improvements to the Land or adjoining premises as Landlord may deem necessary or desirable and Landlord shall be allowed to take material into and upon the Land that may be required therefore without the same constituting an eviction of Tenant.

If Tenant shall not be personally present to open and permit an entry into the Land at any time when for any reason an entry therein shall be necessary to protect the Land, or adjoining premises from damage, Landlord or Landlord's agents may forcibly enter the Land, without rendering Landlord or such agents liable therefore, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any additional obligation, responsibility or liability whatsoever, for the care, maintenance, or repair of the Land.

ARTICLE XII. REMEDIES CUMULATIVE

No waiver by Landlord or Tenant of a breach of any of the terms, covenants, or conditions of this Lease shall be construed to be a waiver of any future breach of the same or any other terms, covenants, or conditions hereof. No receipt of money by Landlord from Tenant after notice of default, or after termination of this Lease, or after the commencement of any suit or after

judgement for possession of the Land, shall reinstate, continue or extend the term of this Lease or affect any notice, demand or suit. Unless otherwise specified, the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another, or exclude any other right or remedy allowed by law.

ARTICLE XIII. SUBORDINATION; OFFSET STATEMENT; ATTORNMENT

13.01. Subordination. Landlord is hereby irrevocably vested with the full power and authority, if it so elects, to subordinate this Lease to any mortgage, deed of trust, or other lien now or hereafter placed upon the Land, and Tenant agrees upon demand to execute such instruments subordinating this Lease as Landlord may request, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee, and that the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all covenants and conditions of this Lease.

13.02. Estoppel Certificate Offset Statement. Within ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the Land an offset statement shall be required from Tenant, Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

13.03. Attornment. Tenant shall, in the event any proceedings are brought for foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Land, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

ARTICLE XIV. LANDLORD'S TITLE

Landlord covenants that it has full right and power to execute and perform this Lease. Landlord further covenants that Tenant, on performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Land and all rights, easements, appurtenance and privileges there unto belonging or in any way appertaining, during the term hereof. Anything herein to the contrary notwithstanding, Landlord shall not be liable for any breach of the covenant of quiet enjoyment or any other breaches occurring after Landlord's obligations under said covenant of quiet enjoyment terminate, as well as all other covenants to be performed by Landlord pursuant to the provisions of this Lease.

ARTICLE XV. TENANT'S RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES

15.01. Hazardous Substances. The term "Hazardous Substances" as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

15.02. Tenant's Restrictions. Tenant shall not cause nor permit to occur:

1. Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, including, but not limited to soil, air and ground water conditions, or
2. The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substances on, under, or about the Land, or the transportation to or from the Land of any Hazardous Substance.

Section 15.03. Environmental Clean-up.

1. Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").
2. Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental and authorities (the "Authorities") under the laws.
3. Should any Authority or any third party demand that a cleanup plan be prepared or that a clean-up or other remedial action be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Land, or which arises at any time from Tenant's use or occupancy of the Land, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and carry out all such clean-up plans or other required or appropriate remedial action.
4. Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 15.03 within a reasonable time, Landlord may do so and, in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the laws to the Land and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No

such action by Landlord and no attempt made by Landlord to mitigate damages under any law shall constitute a waiver of any of Tenant's obligations hereunder.

5. Tenant's obligations and liabilities under this Section 15.03 shall survive the expiration or termination of this Lease.

15.04. Tenant's Indemnity.

1. Tenant shall indemnify, defend and hold harmless Landlord from all fines, suits, procedures, claims, settlements and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease at or from the Land, or which arises at any time from Tenant's use or occupancy of the Land, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all Authorities under the laws and all other environmental laws.
2. Tenant's obligation and liabilities under this Section 15.04 shall survive the expiration or termination of this Lease and shall be an expansion of and not a limitation to the other obligations of Tenant to indemnify, defend and hold harmless Landlord.

ARTICLE XVI. MISCELLANEOUS PROVISIONS

16.01. Relationship of Parties. Nothing here contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

16.02. Construction. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males, or females, shall in all instances be assumed as thought fully expressed. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

16.03. Parties Bound. It is agreed that this Lease, and each and all of the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of, as the case may be, the parties hereto, their respective heirs, executors, administrators, legal representatives, successors

and assigns, subject to all provisions herein with respect to the assignment or other transfer of Tenant's interest herein.

16.04. Entire Agreement. This Lease contains the entire agreement between the parties, and no agreement shall be effective to change or modify this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change or modification is sought.

16.05. Savings/Governing Law. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. The laws of the State of Iowa shall govern the interpretation, validity, performance and enforcement of this Lease.

16.06. Force Majeure. In the event that either party hereto shall be delayed or hindered or prevented from the performance of any provision of this Lease prior to Tenant's opening for business in the Land by reason of strikes, lockouts, labor troubles, acts of God, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, litigation challenging the validity of any necessary permit, or other reason of a like nature not the fault of the party delayed in performing such provisions, then performance of such provision shall be excused for the period of the delay and the period equivalent to the period of such delay.

16.07. Assignment to Mortgage. With reference to any assignment by Landlord of its interest in this Lease, or the rent payable hereunder, conditional in nature or otherwise, which assignment is made to or held by anyone holding a mortgage of deed of trust on the Land, Tenant agrees that such mortgagee or beneficiary shall be treated as having assumed Landlord's obligations hereunder only upon such mortgagee's or beneficiary's taking possession of the Land through foreclosure or in lieu of foreclosure.

16.08. Notices. Wherever any notice is required or permitted hereunder, such notice shall be in writing. Notice may be given by personal delivery and shall be effective when received. Additionally, any notice or document required or permitted to be delivered hereunder shall be deemed delivered, when actually received or delivery is refused when posted in the United States mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the noticed party hereto at the addresses listed herein.

LANDLORD
LINN COUNTY, IOWA

TENANT
FEED IOWA FIRST

Chairperson, Board of Supervisors

Executive Director



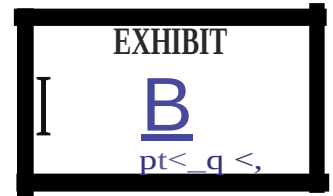
Current 2022 Usage

- | Feed Iowa First ELA Plots
- | County Academy Partnership Plots

Proposed 2023 Usage

*If ARPA hydrant request is granted

- | Feed Iowa First ELA Plot Expansion
- | County Solar Project



Equitable Land Access Land Use Agreement

Community Ag

This land use agreement is made and entered on March 15, 2022, by Feed Iowa First and

_____(Equitable Land Access Farmer) as a

Community Ag Farmer.

EQUITABLE LAND ACCESS FARMER INFORMATION:

Name: _____

Land Tract Location/Description (to be agreed on by both parties by planting): **Fillmore Center. 520 11th St. NW, Cedar Rapids, IA 52405.**

1. A *'farm'* is a plot of land tended by a farmer to grow for profit or home use. A *"farmer"* is an individual that is responsible for a plot of land managed by Feed Iowa First.

ELA FARMERS AGREES TO THE FOLLOWING:

1. **ELA FARMER RESPONSIBILITIES.** The ELA Farmer must:
 - a. Submit a farm plan to Feed Iowa First that includes:
 - i. Crop(s) that will be grown
 - ii. Planting dates
 - iii. Maintenance plan
 - iv. Organic plan (No chemical use for bugs or fungus)
 - b. Ensure seeds coming from other countries have the proper phytosanitary certificate and an import permit. (This is only for seeds being shipped into the US).
 - c. Weed weekly and water 2-3 times/week or as crop needs.
 - d. Do not let amaranth go to seed. This will result in not renewing the lease next year.
 - e. Submit weekly reports to Feed Iowa First by email, phone, or in person
 - f. The report must identify any pest, fungus, time issues, equipment concerns
 - g. Consult with Feed Iowa First before making any major changes to the plot

2. **EQUIPMENT AND SUPPLIES.** ELA Farmers are responsible for taking care of tools. Feed Iowa First equipment and supplies will be used in a respectful manner and for its intended use. Tools and equipment on loan must be returned at the end of the season. The ELA Farmer shall properly maintain, store, and secure items during use and return in good condition. If items are lost, stolen, or damaged, the ELA farmer may need to reimburse Feed Iowa First for the repair or replacement cost.
3. **Farm and Volunteer Rules.** Families are welcome to volunteer and be present on the farm/plot, but unsupervised children and pets, drugs, and weapons are not allowed on the farm/plot.
4. **PLANTINGS.** Crop variety will be mutually agreed upon between the ELA Farmer and Feed Iowa First staff to best meet the needs of the community.
5. **RENT & FEES.** There is no rental cost for ELA farmers approved for the program, only a deposit.
6. **DEPOSIT. A yearly deposit is required to farm the land and is refundable. Please check how much land you are farming.**

	\$200 for 1 acre
	\$100 for ½ to ¼ acre
	\$50 for ¼ acre to 1/8 acre
X	\$25 for less than 1/8 acre

- a. This deposit is fully refundable on October 31st or can be rolled into 2022 if planning on farming again when the Deposit Checklist is complete at the end of the season. The Deposit Checklist is attached to this Agreement as Exhibit A.
7. **Metrics (weights or buckets)**
 - a. Estimated weight of produce for the season
 - b. #of varieties grown
8. **END OF SEASON.** Fields will be cleared of trash, plant debris, and other materials no later than Oct. 31 or as mutually agreed upon between farm/farmer and Feed Iowa First. Posts, fabric, irrigation equipment, and landscape clips must be returned to Feed Iowa First.
 - a. If a farmer wants cover crop on the field, fields must be cleared by October 10th.
9. **CHANGES TO AGEEMENT.** Feed Iowa First has the right to amend this contract at any time.
10. **RELEASE OF ALL CLAIMS.** The ELA Farmer will hold Feed Iowa First free and harmless for all liability for losses, claims, injury to person, or damage to property arising from activities associated with this agreement.
11. **ADDITIONAL TERMS & CONDITIONS (if apply):** _____

FEED IOWA FIRST IS RESPONSIBLE AND AGREES TO THE FOLLOWING:

1. EQUIPMENT, MATERIALS AND SUPPLIES.

- a. Feed Iowa First will lend equipment for farm management.
 - i. This includes equipment to till, prep beds, lay plastic (if needed) and hand tools. Feed Iowa First has a small ISHP tractor, middle buster, cultivator and undercutter that can be loaned out.
- b. Feed Iowa First will supply seed starting equipment, greenhouse space, and provide funding for seeds for year one and year two Farmers. Feed Iowa first will provide organic pest control if needed. While Feed Iowa First will teach soil blocking methods and provide supplies, all farmers wlll be responsible for starting their own seeds.

- 2. **LAND USE.** Feed Iowa First will prepare soil for plantings and offer guidance as needed unless otherwise agreed upon by the parties. St. Andrew's requires drip irrigation, which will be provided by Feed Iowa First.
- 3. **Pests and Fungus Control.** Feed Iowa First will provide guidance for chemical-free pests and fungus issues. All sprays must be organic certified.
- 4. **SALES.** Farmers are free to sell their produce. Farmers are responsible for food safety and Feed Iowa First is not liable for food safety Issues.

I have read and I understand and agree with Feed Iowa First's Land Use Agreement as outlined above. I further understand that if I fail to comply with the Land Use Agreement terms that Feed Iowa First has the right to suspend, end, or deny any future Feed Iowa First programming.

ELA Farmer (Name) _____(Date) _____

Feed Iowa First has approved this Land Use Agreement as outlined above.

_____(Feed Iowa First Staff)

Phone: _____Email: _____

***Feed Iowa First is a 501(c)(3) non-profit organization dedicated to
combatting food insecurity today and tomorrow by growing food and farmers.***



ELA Deposit Refund Checklist

The ELA Program yearly deposit is:

- o \$200 for 1 acre of land
- o \$100 for ½ acre of land
- o \$50 for less than ¼ acre
- o This deposit is fully refundable on October 31st or can be rolled into 2022 if planning on farming again when the Deposit Checklist is complete at the end of the season.

This deposit is fully refundable on October 31st or can be rolled into 2022 if planning on farming again when the following is met:

To get a full deposit refund please do the following:

- Return all equipment checked out from Feed Iowa First in working order. This includes:
 - o Grow lights
 - o Tillers
 - o High wheel hoes and attachments
 - o Hand tools
 - o Fence posts and stakes
 - o Fence wire/snow fencing
 - o Water Timers
- Remove the following from the field:
 - o Woody plants such as eggplant and tomatoes
 - o Fence posts
 - o Wire/twine
 - o Irrigation and hoses
 - o Stakes
 - o Plastic container, clips and ties
 - o Ground fabric

If you need to terminate your lease before the end of the growing season, please talk to Feed Iowa First to plan.



Feed Iowa
FI RST

Equitable Land Access - Community Ag

The ELA Community Fields Program connects marginalized individuals and communities to land across Cedar Rapids. The program aims to increase access to garden space close to neighborhoods while providing infrastructure support for plants starting. The goal of the program is not only to provide land but to remove barriers for easier access and higher yields gardens with fewer labor hours. This is crucial, especially for moralized households, who rely on their garden tracts for nourishment and not just as a hobby.

Considerations for community garden plots

a. Water Access

i. All garden plots should have water accessible on site via hydrant or water tank.

1. Hydrant specifications

- a. Hydrants should be accessible any time of day and do not require a key, or if a key is needed one is provided.
- b. Hoses should be provided by the managing organization to run from the hydrant to the furthest side of fields for ease of use.
 - i. 5 gallons of water weights 42lbs. By providing hoses, health and age barriers are significantly reduced

2. Water Tank Specifications

- a. Water tanks need to be filled 1-2x/week depending on number of farmers /fields.
- b. Water tanks need to be maintained to keep algae growth from clogging hoses.
- c. Water tanks need to be sealed.
- d. All water tanks are considered non-potable ag water and need to be tested fore-coli quarterly by the State Health Lab.

- i. Tank water should not be used on fruit or overhead watering unless drained weekly.
- 3. Water tanks need to be elevated for gravity feed and/or an electric pump installed.
- b. Field Specifications and Management
 - 1. Provide tilling by April 10 for all gardeners
 - 2. Provide access to organic pesticide management
 - 3. Provide soil remediation/fertilizer in the form of compost and/or dried manure in field-side piles for all sites to limit use of synthetic pesticides
 - 4. Provide communal tools such as wheelbarrows that cannot be carried from home.
 - 5. Provide shed or box to store tools for those who walk or use public transportation
 - 6. Provide access to fencing to areas with high deer pressure
 - 7. Cover crop at end of season

2. ELA COMMUNITY FARMER RESPONSIBILITIES

- a. The ELA Farmer must submit a farm plan to Feed Iowa First that includes:
 - i. Crop(s) that will be grown
 - ii. Planting dates
 - iii. Maintenance plan
 - iv. Organic plan (No chemical use for bugs or fungus)
- b. Weed weekly and water 2-3 times/week or as crop needs.
- c. Weed weekly and maintain garden bed.
- d. Check in with Feed Iowa First monthly.
- e. Be a good neighbor to other gardeners

3. MANAGING ENTITY SUPPORT

- a. Seed starting and greenhouse space for start
- b. Provide general plant starts such as tomatoes, peppers, and okra
- c. Till and cover crop
- d. Setting up water access, filling, testing, and ensuring water is safe and accessible
- e. Providing fencing in high pressure deer areas
- f. Provide maintenance when individuals fault on their contact or move.

4. BARRIERS TO CONSIDER FOR SUCCESSFUL IMPLEMENTATION

- a. Transportation
 - i. Procuring land within walking distance of high-density living areas
- b. Age and Health
 - i. Limiting the need to carry water in large quantities
 - ii. Consider raised beds in neighborhoods with a high elderly interest
- c. Flooding
 - i. Many marginalized gardeners garden for necessity and not for hobby. Their health and wellbeing can be dependent on it.
 - ii. Many diverse gardeners only have a small seed bank of seeds that cannot be purchased locally and thus not replaceable in a season due to flooding
- d. Seed Starting
 - i. Many apartments lack enough light to properly start seeds in windows.
 - ii. Transplants are more expensive than seed starting
 - iii. Because of our latitude and short growing season, seeds starting is needed for: Tomatoes, peppers, onions, okra, and eggplant. These varieties cannot be directly sowed in Iowa.
- e. Aesthetics
 - i. Different cultures have different views of weeds and beauty. Sometimes marginalized communities simply do not have the time to keep gardens weedless because of work schedules. The placement and management of gardens need to be taken into consideration how the surrounding community will view them.
 - ii. Public meeting to understand neighborhood concerns

- iii. Funding to management if growers move or cannot fulfil their contractual obligations.
- iv. Consider funding for wildflower berms and/or tracts that double both as an aesthetic buffer and beetle/pollinator bank.



Feed Iowa
FI RST

ELA Deposit Refund Checklist For FIF Program

(example)

The ELA Program yearly deposit is:

- o \$200 for +½ acre of land or more
- o \$100 for 1/2-1/4 acre
- o \$50 for less than ¼ acre
- o This deposit is fully refundable on October 31st or can be rolled into 2022 if planning on farming again when the Deposit Checklist is complete at the end of the season.

This deposit is fully refundable on October 31st or can be rolled into 2022 if planning on farming again when the following is met:

To get a full deposit refund please do the following:

- Return all equipment checked out from Feed Iowa First in working order. This includes:
 - o Grow lights
 - o Tillers
 - o High wheel hoes and attachments
 - o Hand tools
 - o Fence posts and stakes
 - o Fence wire
- Remove the following from the field:
 - o Woody plants such as eggplant and tomatoes
 - o Fence posts
 - o Wire/twine
 - o Irrigation and hoses
 - o Stakes
 - o Plastic container, clips and ties
 - o Ground fabric

If you need to terminate your lease before the end of the growing season, please talk to Feed Iowa First to plan.