

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 21, 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.

Reports**Resolutions**

Resolution approving Linn County Property Maintenance and Housing Inspection Fee Schedule

A Resolution Approving the Contract and Performance and/or Payment Bonds for the Priority #4 Linn County Facilities Derecho Repairs Project

Contract and Agreements

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Gutschmidt Properties for the Missing Middle Affordable Housing Jumpstart in the amount of \$250,000.00.

Approve and authorize Chair to sign contract between Linn County and the Mental Health/Disability Services of the East Central Region for the services provided and rates approved for the Linn County Mental Health Access Center for the term of July 1, 2022 through June 30, 2023.

Approve and authorize Chair to sign Linn County Pledge to support goals in Iowa's 2019-2023 Strategic Highway Safety Plan (SHSP)

Set public hearing date and time of Wednesday October 10th, 2022 at 11:00am to vacate all A portion of Johnsons First Addition to Toddville, Block 7, located in the SE 1/4 SE 1/4, Section 12, T. 84N., R. 05W. of the 5th P.M., Linn County, Iowa described as follows: The alley lying between Lots 7 and 8, Lots 5 and 6, Lots 3 and 4, and Lots 1 and 2 of said Johnsons First Addition, Block 7 and Second Street lying north of Lot 2 and said alley. Said vacated area = 5,897 sf or 0.14 acres.

Licenses & Permits

Approve Liquor License for the Lighthouse Inn, 6905 Mt. Vernon Rd. SE, retroactive to Sept. 19, 2022, noting all conditions have been met.

Approve Liquor License for the Troy Store, Troy Mills, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

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.

LINN COUNTY RESOLUTION # _____

Establishing Fees for Linn County Property Maintenance and Housing Regulations

WHEREAS, the Board of Supervisors, Linn County, Iowa, adopted the Property Maintenance and Housing Regulations by ordinance on September 14, 2022 and

WHEREAS, the Property Maintenance and Housing Regulations authorized the Board of Supervisors to set Property Maintenance and Housing Inspection fees by resolution,

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session, that the following **Property Maintenance and Housing Inspection Fee Schedule** applicable to all matters covered by the Property Maintenance and Housing Regulations within the unincorporated limits of the County of Linn, Iowa, is adopted and shall be, by this action, effective September 21, 2022:

Passed and approved this _____ day of _____, 2022

LINN COUNTY BOARD OF SUPERVISORS

CHAIR

SUPERVISOR

SUPERVISOR

ATTEST:

JOEL MILLER, Linn County Auditor and Secretary for
the Board of Supervisors

Linn County Property Maintenance and Housing Regulations
LINN COUNTY PROPERTY MAINTENANCE AND HOUSING INSPECTION FEE SCHEDULE
 Effective September 21, 2022

Fee Type	Linn County
Landlord Business Permit-Initial Fee	\$50
Lease w/out permit	\$100
Reinstate Fee	\$250
Registration Fee	Annual
	\$40 SFD
Multi Family	\$40 + 10 per unit
Registration Penalty	\$100
Inspections	Every 2 years
	\$75 SFD/Duplex
	\$75 + \$10 per unit MF
Reinspection Fee	\$50
2nd Reinspection	\$100
	\$100/unit MF
3rd Reinspection	\$150
4th & Subsequent	\$300
No Show Fees	\$100
Complaint Investigation	\$75
Vacant & Neglected Building Registration	Annually \$150
Appeal	\$50
Investigation Fee IPMC	Hourly rate based on current Inspector wage*

*The hourly rate shall include hourly wages, fringe benefits, transportation and administrative costs.

RESOLUTION NO. 2022 – 9 –

**A RESOLUTION APPROVING THE CONTRACT AND PERFORMANCE AND/OR PAYMENT BONDS
FOR THE PRIORITY #4 LINN COUNTY FACILITIES DERECHO REPAIRS PROJECT**

WHEREAS, the Linn County Board of Supervisors (the "Board") on July 27, 2022 awarded a contract for the "Priority #4 Linn County Facilities Derecho Repairs Project" (the "Project"), to Tricon General Construction, Inc. (the "Contractor") and fixed the amount of the performance and/or payment bonds required for the Project; and,

WHEREAS, the contract for the Project is duly signed by the Contractor, and the contract appears to be in proper form; and,

WHEREAS, the Contractor filed satisfactory performance and/or payment bonds in the amount fixed by the Board.

BE IT THEREFORE RESOLVED that the Board hereby approves the aforementioned contract and performance and/or payment bonds, authorizes the Board chairperson to execute said contract, and declares the contract and performance and/or payment bonds binding upon the parties thereto.

PASSED AND APPROVED this 21st day of September, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

ATTEST:

Joel Miller, Linn County Auditor

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

Joel Miller, Linn County Auditor



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: ARPA2022-021

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	Gutschmidt Properties
935 2 nd Street SW	1540 D Avenue NE
Cedar Rapids, IA	Cedar Rapids, IA 52402
	UEI #: Z9PDTD58SYK3
Subaward Budget Period Start date: 4/1/2022 End date: 12/31/2026	
Period of Performance Start date: 4/1/2022 End date: 12/31/2026	
Amount of federal funds obligated by this action: \$250,000.00	
Total amount of the federal funds obligated to the Subrecipient: \$250,000.00	
Total amount of the federal funds committed to the Subrecipient: \$250,000	
Project Title: Missing Middle Affordable Housing Jumpstart	
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 Gutschmidt Properties ("Subrecipient") for reimbursement of Missing Middle Affordable Housing Jumpstart.

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

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

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) 12/31/2026

3. Grant Funding.

The Subrecipient shall use the Subaward solely for the Missing Middle Affordable Housing Jumpstart Program.

The County agrees to provide up to \$250,000.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for the Missing Middle Affordable Housing Jumpstart Program. The Subrecipient agrees to adhere to all applicable local codes and comply with the applicable resident household income restrictions. Household income is calculated and reported in accordance with the annual HUD income limits. Income percentages indicate "at or below" that percentage and are a percentage of the area median income (AMI). Annual income limits are provided at issuance and throughout the duration of the agreement. The current income limits can be found online at <https://www.hudexchange.info/manage-a-program/home-income-limits/>. The Subrecipient committed to rent all of the units to persons at a certain income limit for 10-years from the date of temporary occupancy of the building. For these units, that income limit was at or below 80% of the AMI. (Income limit at or below 80% AMI is considered Low Income.) 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 Missing Middle Affordable Housing Jumpstart 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 13th day of September, 2022.

BOARD OF SUPERVISORS

LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:

GUTSCHMIDT PROPERTIES

Erin Gutschmidt

Authorized Representative

9-13-22

Date

EXIHIBIT A

Statement of Work

The Missing Middle Affordable Housing Jumpstart Program will use ARPA funds to subsidize the cost of 5 affordable “missing middle” infill housing units and create a public database of construction ready blueprints using those units as templates. The program will operate and follow the affordable housing guideline as stated in Paragraph 3 of the American Rescue Plan Act Subaward Agreement as approved and will report to Linn County on a quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

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

EXHIBIT 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.

Access Center Contract FY23

This Access Center Contract, here on out to be referred to as, "Contract" is made and entered into the 1st day of July 2022 by and between:

1. Linn County, here on out referred to as, "Linn County",
2. The Mental Health/Disability Services of the East Central Region, a county-funded mental health regional system, here on out referred to as, "The Region".

DEFINITION:

This document reflects the intent of The Region to contract with Linn County to support the operation of an Access Center in Linn County, Iowa.

Access Center: pursuant to Iowa Administrative Code 441-25.6 (1), means the coordinated provision of intake assessment, screening for multi-occurring conditions, care coordination, crisis stabilization residential services, subacute mental health services, and treatment for individuals experiencing a mental health crisis and substance abuse crisis who do not need inpatient psychiatric hospital treatment, but who do need significant amounts of supports and services not available in other home- and community-based settings. Under this contract, the Region's funds are limited to and must be used for the operational costs of the Access Center's mental health services. The Access Center referred to in this contract is called the Mental Health Access Center of Linn County, here on out to be referred to as the "Mental Health Access Center of Linn County."

RECITALS:

- i. Linn County will ensure operation of Access Center Services pursuant to Iowa Administrative Code 441-25.6 (1).
- ii. The Region desires that Linn County will contract with The Region and to ensure that services are provided in an Access Center setting (IAC 441.-25.6(1) located in Linn County, Iowa.
 - a.) Per Iowa Administrative Code 441-25.6 (1), services at the Mental Health Access Center of Linn County will be provided in Linn County, located at: 501 13th Street NW, Cedar Rapids, Iowa 52405.
 - b.) The Region's desire is to contract with Linn County to establish the Mental Health Access Center of Linn County pursuant to IAC 441-25.6(1).
 - c.) The Region's desire is that Linn County will serve as fiscal agent and management entity for the purpose of Region funds allocated for operational costs of the Mental Health Access Center of Linn County.
 - d.) The Region's desires is that mental health and crisis services will be provided to individuals on a no reject, no eject basis to individuals who meet service eligibility criteria.
 - e.) Per Iowa Administrative Code 441-25.6 (1)b (6), Mental Health Access Center of Linn County will accept and serve eligible individuals who are court-ordered/hold ordered to the Mental Health Access Center of Linn County pending evaluation and/or to participate in mental health or substance use disorder treatment. This applies to individuals that are court ordered to outpatient services only. Individuals that have an active court order in place to receive an Inpatient Mental Health or Use Disorder services of care shall not be admitted and shall be rerouted to an appropriate facility for treatment.

Now, therefore, in consideration of the premises and mutual agreements contained herein, and other good and valuable considerations, the receipts and sufficiency of which are hereby acknowledged, Linn County and The Region agree to the following:

- i. Terms of the Agreement: This Agreement shall commence effective the 1st day of July 2022 and shall terminate on the 30th day of June, 2023 with the option of a mutually agreed upon one-year extension. This Agreement may be terminated sooner under conditions specified in Section viii, page 4.
- ii. Linn County agrees to perform the duties of managing entity of the Mental Health Access Center of Linn County located in Linn County. Pursuant to this contract, Linn County agrees to accept payment for operational costs of the Mental Health Access Center of Linn County that will be reimbursed by the Region pursuant to the terms of this agreement.
- iii. Qualifications: The Region is the funder of last resort and its funds cannot be used to supplant Medicaid. Linn County, acting as the managing entity for services, is responsible for ensuring service providers meet the below stated requirements. Linn County must ensure the following requirements are met in order to be the managing entity for services, and for the county to receive payment from ECR for services rendered. As a result, Linn County must ensure that:
 - a. Contracted service providers are able to provide services in compliance with PL 1-1-645 Title V, Subtitle B; Part 438 Balanced Budget Act (BBA); 45 CFR Health Insurance Portability and Accountability Act (HIPAA), Parts 160 and 164; The Iowa Code section 249A.4 Chapters 77-79; Iowa Administrative Code (ARC 9276B) rule 441-24.33 (225C); and the Region's Policies and Procedures and its revisions.
 - b. Contracted service providers, when feasible, must currently be enrolled as a Medicaid provider and work with individuals who have mental health and developmental disability needs.
 - c. Contracted service providers are eligible to contract with all Managed Care Organizations (MCOs) in Iowa.
 - d. Contracted service providers will follow standards in 441 IAC 79.3 (249A) for maintenance of records. These standards pertain to all Medicaid Providers.
 - e. Linn County assures that any services delivered by an individual or agency, either through employment or by contract with the enrolled provider, shall comply with the requirements that are applicable to the enrolled provider.
 - f. Upon adherence to the Iowa Administrative Code and the following identified standards, the Region's Governing board will formally continue funding the Mental Health Access Center of Linn County.
- iv. Access Center Standard: Linn County will comply with the agreed Access Center criteria, in that it will:
 - a. Provide services in a single facility that shall not have more than 16 beds.
 - b. Ensure that Crisis Stabilization Residential Services pursuant to rule 441-Chapter 24 are available at or to the Access Center. The contracted provider will provide a copy of DHS accreditation to the region.

- c. Ensure that Subacute Mental Health services as described in rule 441-77.56 (249A) are available at or to the Access Center. The contracted provider will provide verification of DIA license.
 - d. Provide Substance Abuse treatment services pursuant to Iowa Code Chapter 125 or have a cooperative agreement with an immediate access to licensed substance abuse treatment services or medical care that incorporates withdrawal management. The contracted provider will provide a copy of verification of IDPH license or cooperative agreement with licensed provider to The Region.
- v. Access Center Services- Linn County, as the managing entity of the Mental Health Access Center of Linn County, shall provide or arrange for the provision of all the following in accordance with Iowa Administrative Code 441-25.6(1)d:
 - a. Immediate intake assessment and screening that includes but is not limited to mental and physical health conditions, suicide risk, brain injury, and substance use. A crisis evaluation that includes all required screenings may serve as an intake assessment.
 - b. Comprehensive person-centered mental health assessments by appropriately licensed or credentialed professionals, as indicated by the intake assessment.
 - c. Comprehensive person-centered substance use disorder assessments by appropriately licensed or credentialed professionals, as indicated by the intake assessment.
 - d. Peer support services, as indicated by a comprehensive assessment.
 - e. Mental health treatment, as indicated by a comprehensive assessment
 - f. Substance abuse treatment, as indicated by a comprehensive assessment, to be billed directly to the appropriate funder as the Region cannot pay for substance use treatment.
 - g. Physical health care services as indicated by a health screening.
 - h. Care Coordination.
 - i. Service navigation and linkage to needed services including housing, employment, shelter services, intellectual and developmental disability services, and brain injury services, with warm handoff to other service providers.
- vi. Payment to Linn County:
 - a. The East Central Region shall review and approve Access Center provider expenditures prior to the County reimbursing providers. The County shall subsequently submit those approved provider expenditures with County Access Center expenditures to the East Central Region for reimbursement. This process is intended to ensure the County has sufficient reimbursement to cover expenditures within the Access Center activity, as it cannot be supplemented with property tax funds.
 - b. Linn County shall submit quarterly invoices to the Region for payment to cover the annually approved operational costs. All other services will be billed by the appropriate provider to Medicaid, third-party payor, or the appropriate region according to established fee-for-service contracts.
 - c. As managing entity, Linn County will ensure that delineated invoices are provided for both mental health and substance abuse operational costs. Linn County will invoice the Region for reimbursement of the mental health portion of operational costs.
 - d. Linn County agrees to keep The Region's monies separate from other Access Center monies.
- vii. Indemnification:

Each party to this agreement shall indemnify and hold harmless all other parties to this agreement from and against any causes of action, liabilities, losses, damages, costs or expenses, including but not limited to attorney fees and legal expenses arising out of activities conducted by that party, including but not limited to a breach of this Agreement or unlawful, unauthorized or negligent acts or omissions by that party.

- viii.** Termination: This Agreement shall remain effective for the term set forth in Section I unless terminated earlier for one of the following reasons:
- a. Any party shall have the right to terminate this Agreement if any other party violates the Agreement and fails to correct such breach within sixty (60) days of written notice thereof.
 - b. Any party may terminate this Agreement by providing the other parties with ninety (90) days advance written notice.
 - c. Regardless of the reason for termination, or which party is the cause for termination, The Region shall pay Linn County for all operational costs incurred pursuant to the terms of this Agreement through the date of termination.
- ix.** Notice: Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered, when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:
- Mae Hingtgen, Chief Executive Officer
MH/DS of the East Central Region
210 Jones Street, Suite 205
Dubuque, IA 52001
mhingtgen@ecriowa.us
- Linn County Board of Supervisors Chair
Public Service Center
935 Second Street SW
Cedar Rapids, Iowa 52404
- x.** Records: Linn County must maintain financial and other business records in accordance with sound accounting and business practices. Financial reports must include, but are not limited to, all expenditures, accounts payable, income from all sources, in-kind contributions, accounts receivable, and a balance sheet. Records shall adequately identify the source and application of funds provided for financially assisted activities. Linn County agrees to provide The Region with access to all relevant Mental Health Access Center of Linn County financial and business records on reasonable notice for the purpose of quality assurance.
- xi.** Medical Records and Confidentiality: The parties agree that they shall comply with all applicable laws concerning the confidential nature of patient medical records.
- xii.** Data- Linn County will provide utilization and outcome data as defined in Attachment A to the Region on a quarterly basis.

xiii. Provider Liability Insurance:

- a. Linn County's self-insured status and certificate of self-insurance satisfies the contractor's duty to maintain liability insurance.

xiv. Miscellaneous:

- a. The rights and obligations of the parties to this Agreement may not be assigned or subcontracted unless such assignment or subcontract is in writing and consented to by the parties hereto.
- b. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all previous and contemporaneous discussions, agreements, and understandings of the parties in connection with the subject matter hereof.
- c. No amendment, change, or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties.
- d. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.
- e. In the event any provision of this Agreement is here invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.
- f. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (but without regard to provisions thereof relating to conflicts of law) and has been entered into in Cedar Rapids, Linn County, Iowa.
- g. The parties hereby irrevocably waive all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this agreement.
- h. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective legal representatives, heirs, successors, and permitted assigns.
- i. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto (and their respective successors and permitted assigns) any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- j. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance.
- k. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.
- l. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

IN WITNESS WHEREOF, the parties have executed this Agreement in Cedar Rapids, Iowa on this date last below written.

East Central Region

Date

By: _____
Duane Hildebrandt, Board President
MH/DS of the East Central Region
Governance Board

LINN COUNTY

By: _____
Ben Rogers, Chairperson
Linn County Board of Supervisors

ATTEST: _____
Joel Miller/Designee
Linn County Auditor

STATE OF IOWA, LINN COUNTY: ss

On this _____ day of _____, 2021, before me a Notary Public in and for said County, personally appeared Ben Rogers and to me personally known, who being duly sworn, did say that they are the Chair, Board of Supervisors and County Auditor/Designee, respectively of Linn County, Iowa, a Political Subdivision, created and existing under the laws of the State of Iowa, and that said instrument was signed and sealed on behalf of said Political Subdivision by authority and resolution of its Board of Supervisors, and said Ben Rogers acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.



Provider Contract: Service and Rate Attachment – FY2023

Effective July 1, 2022 – June 30, 2023

Provider: MHAC of Linn County ECR/CSN# 18153
501 13th Street NW Cedar Rapids, IA 52405

Chart of Acct #	Procedure Code	Service	Approved FY2022 Rate	Unit of Service	Approved FY2023 Rate
44396		Access Centers-Operation Cost		Annual MAX	\$357,581
44396		Access Centers-Triage Cost		Annual MAX	\$512,651
44396		Access Centers-Peer, Psych, and NP		Annual MAX	\$144,754

Rates may be adjusted throughout the fiscal year to reflect Medicaid changes in rates and new services.

Access Center staff shall:

- Engage in frequent outreach with all counties of the East Central Region, to include hospitals, law enforcement and MH/DS Providers. Outreach activities occur at least quarterly and are reported in an annual report to the region,
- Provide timely and accurate quarterly reports to the region that include utilization and internally identified measurements that
- Demonstrate effectiveness and impact of the center,
- Ensure efficient and authorized usage of the annual regional allocation of funds, and
- Use a data driven process to annually collaborate with the region to revise and refine these outcomes.

The MH/DS services and rates identified in this contract document are approved by the MH/DS of the East Central Region Governing Board beginning July 1, 2022 and ending June 30, 2023.

MHAC of Linn County _____ Date

MHDS of the East Central Region _____ Date
Mae Hingtgen, CEO
mhingtgen@ecriowa.us

INSTRUCTIONS FOR POLICIES AND BILLING TO THE MHDS OF THE EAST CENTRAL REGION

- | | | |
|----|-----------------------|------|
| 1. | Amerigroup Iowa, Inc. | Iowa |
| | Total Care | |

status of the mental health practitioner. These funds are capped and services may be discontinued if completely expended prior to the end of the fiscal year.

12. Please provide the number of direct support staff that are employed for Supported Community Living (32329) Total FTE (include contracted staff) .
13. The MDHS services and rates identified in this contract document are approved by the MH/DS of the East Central Region Governing Board for the fiscal year named above.

Please ensure that all of the following are included on invoices sent to the Region. Name that matches the W-9 you submitted (if the name or address changes, please submit a new W-9)

- Mailing address
- Name and unique identifier of each individual served during the reporting period (if billed by person)
- CPT, COA code, and/or name of service(s) provided
- Number of units of service, unit rate (this should be the approved rate) and total cost of units provided to each individual
 - If you would like a form with formulas to calculate totals, please e-mail claims@ecriowa.us and we will provide the form.
 - If an individual has a co-pay, the total amount billed should be reduced, not the unit rate. It is very helpful if the invoice indicates the amount of co-pay.
- Total of the invoice-we match this total to the total in our system to ensure everything was entered correctly
- For RCFs, please send a copy of how you calculated the individual's CP and a list of out of facility days for each individual.

We want to provide a couple clarifications or reminders about claims.

- Providers are expected to submit invoices within sixty (60) days of the service unless the provider is waiting for third party payment. No bill will be paid that is over one year old from the date of service rendered without specific approval from the Governing Board or unless there is a statutory obligation.
- The region pays the following utilities: water, sewer, garbage, gas, and electric.
- For utility bills, we must receive the bill (current or past) which shows the charge for the time for which the payment is requested. A past due bill is not enough

since it doesn't show where the past due amount came from. Payment is based upon the dates of service, not the date of the bill.

For further questions, please contact Claims:

- Claims@ecriowa.us
- MH/DS of the East Central Region
210 5th Ave NE
Independence, IA 50644
- 319-334-7450

Thank you for providing these important services to the people of the East Central Region.



ATTACHEMENT B
FY23 Linn Co Access Center Support

MHAC of Linn County	ASK:	Amount Authorized	Explanation
Linn County Operational expenses	\$357,581	\$357,581	All requests are operational and for services that are not billable
Foundation 2 Triage	\$519,851	\$512,651	100% of triage covered; facility fee not covered
Abbe Health	\$212,354	\$144,754	Peer, Psych, and NP time covered. Facility fee, supplies and scheduling not covered
Penn Center	\$485,187	\$0	Some of the costs are associated with start-up. I've already initiated conversation with Diane about this being a direct contract with the region rather than through the Access Center. We are meeting 3/17 to finalize
Totals:	\$1,574,972	\$1,014,986	

LINN COUNTY PLEDGE

In this pledge, I formalize Linn County's support for the goals in Iowa's 2019-2023 Strategic Highway Safety Plan (SHSP) and the overall vision of Zero Fatalities on Iowa's public roadways. Zero Fatalities is already the personal goal of every road user. Implementation of the safety strategies outlined in this Local Road Safety Plan (LRSP) will help road users keep that personal goal of staying safe while driving, walking, or riding on Linn County's roadways. Linn County has shown that dedication to proven safety programs and projects can reduce traffic fatalities and serious injuries. Linn County is committed to enhancing existing programs that work and implementing the safety strategies outlined in the LRSP to continue to drive down fatalities and serious injuries. In accordance with the LRSP, Linn County will continue to take the necessary steps to improve safety on the county's roadways in order to realize our goal of zero traffic fatalities by 2040.

Ben Rogers, Chairperson

Linn County Board of Supervisors

PROJECT NOTES

1 Iowa DOT Phase 3 and 4 LRSP Updates

1.1 Project Purpose

The purpose of this project is to prepare updates to the Phase 3 and 4 Local Road Safety Plans (LRSPs) to allow the counties and cities to apply for SS4A funding.

1.2 Key Project Tasks

- Agency Kick-Off Meetings
- Agency Pledge
- Outcome Data
- Updates to the LRSPs
- SS4A Self-Certification Eligibility Worksheet

1.3 Agency Pledge

What Kimley-Horn is going to do

- Provide a sample pledge for your review
- Provide pledge for signature

What we need from you

- Provide name of person(s) who will sign the pledge
- Review pledge
- Have the identified person sign the pledge and provide to Kimley-Horn

1.4 Measuring Progress

What Kimley-Horn is going to do

- Provide you with the tables from the LRSP of identified segment, intersection, and or curve projects
- Prepare outcome data

What we need from you

- Review the list of projects from LRSP as provided and indicate the following about each project:
 - Completed (date)
 - To be completed (date)
 - Planned for SS4A Grant Application
 - Other

1.5 Self-Certification Eligibility Worksheet (Form)

What Kimley-Horn is going to do

- Complete the Self-Certification Form

What we need from you

- Nothing!

PROJECT NOTES

1.6 Updated LRSPs

What Kimley-Horn is going to do

- Compile the updated LRSP and Self-Certification Form
- Provide the LRSP to you for review

What we need from you

- Review of the updated pages of your LRSP
- Provide any comments to Kimley-Horn

1.7 Schedule

- Agency Pledge Completed and Signed (September)
- Project List Reviewed and Feedback Provided (October)
- Updated LRSPs and Self-Certification Forms Provided (November-January)

1.8 Next Steps

- Kimley-Horn – reach out to each agency to obtain the name of person(s) that will sign the pledge, draft pledge, and project lists
- Agencies – provide name of person(s) to sign pledge, review the pledge, and review project lists and provide information on status updates for any of the projects in the LRSP

DATE SET FOR RIGHT OF WAY HEARING

Moved by Supervisor _____

Seconded by Supervisor _____

that the 10th day October, 2022 at 11:00 A.M. be set as date for the public hearing
on the vacation of the following right of way.

A portion of Johnsons First Addition to Toddville, Block 7, located in the SE 1/4 SE 1/4, Section
12, T. 84N., R. 05W. of the 5th P.M., Linn County, Iowa described as follows:

The alley lying between Lots 7 and 8, Lots 5 and 6, Lots 3 and 4, and Lots 1 and 2 of said
Johnsons First Addition, Block 7 and Second Street lying north of Lot 2 and said alley.

Said vacated area = 5,897 sf or 0.14 acres.

Dated this ____ day of _____, 20____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

