

BOARD OF SUPERVISORSDistrict 1 | **Kirsten Running-Marquardt**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, February 1, 2023

10 a.m.

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

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

Consent Agenda

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

Reports

Receive and place on file Auditor's Quarterly Report for the quarter ending December 31, 2022 in the amount of \$1,393.00. Total Auditor transfer fees deposited by Recorder with the County Treasurer in the amount of \$10,650.00.

Receive and place on file Treasurer's Semi-Annual Report and Semi-Annual Settlement from July 1, 2022 - December 31, 2022 and December 2022 Monthly Bank Statement breakdown for Motor Vehicle and Tax.

Contract and Agreements

Approve and authorize Chair to sign an Agreement to Provide Juvenile Detention Services, Contract between Clinton County Board of Supervisors and Linn County Board of Supervisors to provide a guaranteed detention bed at Linn County Juvenile Detention Center, for the sole use of Clinton County, effective January 23, 2023 through July 23, 2023 at the price of \$282 per day. Any additional units needed are at a rate of \$200 per day and are not guaranteed to be available.

Approve the extension to the original agreement dated December 18, 2014 between JP Morgan (p-card vendor) and Linn County effective January 1, 2023

Approve and authorized Chair to sign the Linn County Children's Mental Health Assistance FY23 Program Provider Agreement between Linn County and Stephanie Halvorson, Mental Health Counselor effective through June 30, 2023

Approve and authorize Chair to sign contracts between Emergency Food & Shelter Program (EFSP) Phase 39 and the following agencies effective November 1, 2021 through April 30, 2023:

- First Lutheran Saturday Evening Meal Program for \$10,000.00
- First Presbyterian Sunday Evening Meal Program for \$10,000.00
- Neighborhood Meal and Enrichment Program for \$8,000.00
- Green Square Meals, Inc. for \$8,000.00
- The Salvation Army Community Meal Program for \$7,732.00
- First United Methodist Church "FLY" for \$6,000.00
- Mission of Hope Meals for \$16,000.00
- Horizons Meals on Wheels for \$7,732.00

- Catherine McAuley Center for \$4,925.00
- Foundation 2 Youth Shelter for \$5,500.00

Approve and authorize Chair to sign contracts between Emergency Food & Shelter Program (EFSP) Phase 38 Amendment and the following agencies effective November 1, 2021 through April 30, 2023:

- ASAC Heart of Iowa Meal Program for \$5,000.00
- First Lutheran Saturday Evening Meal Program for \$39,500.00
- First Presbyterian Sunday Evening Meal Program for \$12,000.00
- Green Square Meals, Inc. for \$20,000.00
- Salvation Army Community Meal Program for \$39,500.00
- First United Methodist Church "FLY" for \$10,000.00
- Horizons Meals on Wheels for \$25,000.00
- Catherine McAuley Center for \$9,850.00
- Willis Dady Emergency Shelter for \$50,000.00
- Waypoint Services Madge Phillips Center for \$50,000.00

Award bid and approve purchase order PO436 for erosion control materials to Coleman Moore Company in the amount of \$39,744.00 for the Secondary Road Department.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes--Discuss and decide on meeting minutes.

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

Claims--Discuss and decide on claims.

Second consideration for rezoning case JR23-0001, request to rezone property located at 622 Dows Rd, from the PUD-USR (Planned Unit Development Overlay – Urban Services Residential) zoning district to the USR (Urban Services Residential) zoning district, approximately 7.58 acres, Linn County Board of Supervisors, owner, and Linn County Planning & Development, petitioner.

Discuss and decide on A Resolution to Provide for a Notice of Public Hearing on the Proposed Plans, Specifications, Form of Contract, and Estimated Total Cost for the Linn County Secondary Road District 1 Shop Building – Phase 2 Project, and for the Taking of Bids on Said Project

Public Comment: Five Minute Limit per Speaker

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

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence

Appointments

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 AUDITOR'S OFFICE

Joel Miller | Auditor

Rebecca Shoop | First Deputy

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5300

LinnCounty.org

**AUDITOR'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS**

October 1st, 2022 to December 31st, 2022

Election Reports	\$	10.00
Election: Reimbursements of Local Elections	\$	0.00
Election: Misc. Fees	\$	0.00
Maps and Supplies	\$	53.00
Grants	\$	0.00
Digital Data	\$	0.00
Research Fees	\$	0.00
Misc. Fees	\$	0.00
Purchasing Card Rebate	\$	0.00
Plat Survey Fees	\$	20.00
Book and Materials	\$	0.00
Liquor-Licenses	\$	1,310.00
Cigarette Permits	\$	0.00

Total On Deposit with the County Treasurer	\$	<u>1,393.00</u>
--	----	-----------------

Total Auditor Transfer Fees Deposited by Recorder with the County Treasurer	\$	<u>\$10,650.00</u>
---	----	--------------------

I, Joel Miller, Auditor of Linn County, Iowa, do hereby certify that the above information is a true and correct record of fees collected by me as Auditor, for the quarter ending December 31st, 2022.

A blue ink signature of Joel Miller.
Joel Miller, Linn County AuditorA blue ink signature that reads "30 Jan 2023".
Date

TREASURER'S SEMI-ANNUAL REPORT

FOR PERIOD FROM

JULY 1, 2022 THROUGH DECEMBER 31, 2022

PARTICULARS	PREVIOUS BALANCE	RECEIPTS	DISB.	BALANCE	RECEIPTS	AMOUNT	DISBURSEMENTS	AMOUNT
AUTOMOBILE LICENSE	\$3,881,172.70	\$22,683,618.70	\$23,029,239.40	\$3,535,552.00	ON HAND	\$6,849,000.92		
USE TAX	\$2,977,519.06	\$15,890,200.19	\$16,612,120.76	\$2,255,598.49	AUTOMOBILE LICENSE	\$22,683,618.70	AUTOMOBILE LICENSE	\$23,029,239.40
SURCHARGE	\$26,155.00	\$144,925.00	\$151,735.00	\$19,345.00	USE TAX	\$15,890,200.19	USE TAX	\$16,612,120.76
AMATEUR RADIO	\$75.00	\$375.00	\$390.00	\$60.00	SURCHARGE	\$144,925.00	SURCHARGE	\$151,735.00
BLACK OUT	\$53,577.00	\$286,263.00	\$303,005.00	\$36,835.00	AMATEUR RADIO	\$375.00	AMATEUR RADIO	\$390.00
BREAST CANCER	\$95.00	\$370.00	\$435.00	\$30.00	BLACK OUT	\$286,263.00	BLACK OUT	\$303,005.00
BRONZE STAR	\$25.00	\$150.00	\$155.00	\$20.00	BREAST CANCER	\$370.00	BREAST CANCER	\$435.00
CATTLEMAN	\$95.00	\$610.00	\$655.00	\$50.00	BRONZE STAR	\$150.00	BRONZE STAR	\$155.00
CHOOSE LIFE	\$90.00	\$245.00	\$265.00	\$70.00	CATTLEMAN	\$610.00	CATTLEMAN	\$655.00
ISU	\$224.00	\$1,799.00	\$1,753.00	\$270.00	CHOOSE LIFE	\$245.00	CHOOSE LIFE	\$265.00
U OF I	\$1,521.00	\$6,753.00	\$7,401.00	\$873.00	ISU	\$1,799.00	ISU	\$1,753.00
UNI	\$115.00	\$305.00	\$364.00	\$56.00	U OF I	\$6,753.00	U OF I	\$7,401.00
MISC COLL	\$220.00	\$1,256.00	\$1,314.00	\$162.00	UNI	\$305.00	UNI	\$364.00
PERSONALIZED	\$2,188.00	\$11,055.00	\$11,865.00	\$1,378.00	MISC COLL	\$1,256.00	MISC COLL	\$1,314.00
DECAL	\$5.00	\$40.00	\$40.00	\$5.00	PERSONALIZED	\$11,055.00	PERSONALIZED	\$11,865.00
DUCKS UNLIMITED	\$65.00	\$233.00	\$253.00	\$45.00	DECAL	\$40.00	DECAL	\$40.00
EDUCATION	\$35.00	\$155.00	\$190.00	\$0.00	DUCKS UNLIMITED	\$233.00	DUCKS UNLIMITED	\$253.00
EMS	\$0.00	\$0.00	\$0.00	\$0.00	EDUCATION	\$155.00	EDUCATION	\$190.00
EV/PHEV	\$8,329.03	\$51,381.61	\$52,880.15	\$6,830.49	EMS	\$0.00	EMS	\$0.00
FALLEN OFFICER	\$120.00	\$370.00	\$425.00	\$65.00	EV/PHEV	\$51,381.61	EV/PHEV	\$52,880.15
FIREFIGHTER	\$75.00	\$250.00	\$300.00	\$25.00	FALLEN OFFICER	\$370.00	FALLEN OFFICER	\$425.00
FLY OUR COLORS	\$935.00	\$3,248.00	\$3,785.00	\$398.00	FIREFIGHTER	\$250.00	FIREFIGHTER	\$300.00
GOD BLESS	\$75.00	\$510.00	\$530.00	\$55.00	FLY OUR COLORS	\$3,248.00	FLY OUR COLORS	\$3,785.00
GOLD STAR FAMILY	\$0.00	\$5.00	\$5.00	\$0.00	GOD BLESS	\$510.00	GOD BLESS	\$530.00
HERITAGE PLATE	\$0.00	\$45.00	\$15.00	\$30.00	GOLD STAR FAMILY	\$5.00	GOLD STAR FAMILY	\$5.00
IOWA AG LITERACY	\$0.00	\$50.00	\$25.00	\$25.00	HERITAGE PLATE	\$45.00	HERITAGE PLATE	\$15.00
LEGION OF MERIT	\$0.00	\$0.00	\$0.00	\$0.00	IOWA AG LITERACY	\$50.00	IOWA AG LITERACY	\$25.00
LOVE OUR KIDS	\$45.00	\$150.00	\$170.00	\$25.00	LEGION OF MERIT	\$0.00	LEGION OF MERIT	\$0.00
MC RIDER EDUCATION	\$25.00	\$90.00	\$115.00	\$0.00	LOVE OUR KIDS	\$150.00	LOVE OUR KIDS	\$170.00
NATIONAL GUARD	\$0.00	\$30.00	\$20.00	\$10.00	MC RIDER EDUCATION	\$90.00	MC RIDER EDUCATION	\$115.00
DNR	\$3,402.00	\$20,409.00	\$21,116.00	\$2,695.00	NATIONAL GUARD	\$30.00	NATL GUARD	\$20.00
ORGN DONOR	\$75.00	\$355.00	\$330.00	\$100.00	DNR	\$20,409.00	DNR	\$21,116.00
PEARL HARBOR	\$0.00	\$0.00	\$0.00	\$0.00	ORGN DONOR	\$355.00	ORGAN DONOR	\$330.00
POW	\$0.00	\$0.00	\$0.00	\$0.00	PEARL HARBOR	\$0.00	PEARL HARBOR	\$0.00
PROFESSIONAL FIRE	\$10.00	\$160.00	\$155.00	\$15.00	POW	\$0.00	POW	\$0.00
PURPLE HEART	\$25.00	\$255.00	\$270.00	\$10.00	PROFESSIONAL FIRE	\$160.00	PROFESSIONAL FIRE	\$155.00
PWD	\$35.00	\$145.00	\$155.00	\$25.00	PURPLE HEART	\$255.00	PURPLE HEART	\$270.00
AIR FORCE	\$20.00	\$150.00	\$145.00	\$25.00	PWD	\$145.00	PWD	\$155.00
ARMY	\$10.00	\$220.00	\$220.00	\$10.00	AIR FORCE	\$150.00	AIR FORCE	\$145.00
COAST GUARD	\$10.00	\$0.00	\$10.00	\$0.00	ARMY	\$220.00	ARMY	\$220.00
MARINES	\$5.00	\$40.00	\$40.00	\$5.00	COAST GUARD	\$0.00	COAST GUARD	\$10.00
NAVY	\$15.00	\$85.00	\$90.00	\$10.00	MARINES	\$40.00	MARINES	\$40.00
SHARE THE ROAD	\$65.00	\$580.00	\$580.00	\$65.00	NAVY	\$85.00	NAVY	\$90.00
SHRINERS	\$10.00	\$85.00	\$85.00	\$10.00	SHARE THE ROAD	\$580.00	SHARE THE ROAD	\$580.00
SILVER STAR	\$0.00	\$10.00	\$10.00	\$0.00	SHRINERS	\$85.00	SHRINERS	\$85.00
VET PLATES	\$390.00	\$2,295.00	\$2,395.00	\$290.00	SILVER STAR	\$10.00	SILVER STAR	\$10.00
VETS CROSS/MEDAL	\$5.00	\$5.00	\$10.00	\$0.00	VET PLATES	\$2,295.00	VET PLATES	\$2,395.00
ANATOMICAL FUND	\$602.47	\$3,233.92	\$3,395.32	\$441.07	VETS CROSS/MEDAL	\$5.00	VETS CROSS/MEDAL	\$10.00
ADMINISTRATIVE	\$15.00	\$90.00	\$105.00	\$0.00	ANATOMICAL FUND	\$3,233.92	ANATOMICAL FUNDS	\$3,395.32
MAIL PROCESSING	\$22,888.00	\$128,677.00	\$132,921.00	\$18,644.00	ADMINISTRATIVE	\$90.00	ADMINISTRATIVE	\$105.00
NSF	\$295.00	\$2,254.50	\$2,124.50	\$425.00	MAIL PROCESSING	\$128,677.00	MAIL PROCESSING	\$132,921.00
AUTO TRANSFERS	(\$131,000.00)	\$0.00	\$0.00	(\$131,000.00)	NSF	\$2,254.50	NSF	\$2,124.50
BANK SERVICE CHARGES	(\$657.34)	\$0.00	\$0.00	(\$657.34)	AUTO TRANSFERS	\$0.00	BANK SERVICE CHARGES	\$0.00
					BANK SERVICE CHARGES	\$0.00		
					TOTAL	\$46,092,532.84	TOTAL	\$40,343,607.13
					I CERTIFY THE ABOVE IS TRUE AND CORRECT PER			VERIFIED AND FOUND CORRECT AS OF
					CASH BOOK AS OF <u>12/31/2022</u>			
					COUNTY TREASURER <u>[Signature]</u>			COUNTY AUDITOR
TOTAL	\$6,849,000.92	\$39,243,531.92	\$40,343,607.13	\$5,748,925.71				

SEMI-ANNUAL SETTLEMENT
BOARD OF SUPERVISORS
LINN COUNTY, IOWA
FROM JULY 1, 2022, THROUGH DECEMBER 31, 2022

I CERTIFY THE BELOW IS TRUE AND
CORRECT PER CASH BOOK, AS OF
12/31/2022

VERIFIED AND FOUND CORRECT AS OF
12/31/2022

TREASURER: BRENT C OLESON

AUDITOR: JOEL MILLER

COUNTY TREASURER

COUNTY AUDITOR

FUNDS	TREASURERS	LEDGER BALANCE	PARTICULARS	TOTAL AMOUNT					
AUTOMOBILE LICENSE		3,535,552.00	CASH IN BANK**SEE DEPOSITORIES BELOW	\$5,792,635.86					
USE TAX		2,255,598.49							
SURCHARGE		19,345.00	SUCCEEDING YEAR DEPOSITS						
AMATEUR RADIO		60.00							
BLACK OUT		36,835.00	BANK SERVICE CHARGES	(657.34)					
BREAST CANCER		30.00							
BRONZE STAR		20.00	RECORDER'S ECOMM	11.95					
CATTLEMAN'S		50.00							
CHOOSE LIFE		70.00							
ISU		270.00							
U OF I		873.00	OTHER ITEMS - DETAIL						
UNI		56.00							
COLL MISC		162.00	UNCOLLECTED NSF'S	\$6,588.29					
PERS PLATE		1,378.00							
DECAL		5.00	DEPOSIT UNRELATED TO BUSINESS	\$111,840.11					
DUCKS UNLIMITED		45.00							
EDUCATIONAL		0.00	DEALER ESCROW	(\$161,493.16)					
EMS		0.00							
EV/PHEV		6,830.49							
FALLEN OFFICER		65.00							
FIREFIGHTER		25.00							
FLY OUR COLORS		398.00							
GOD BLESS		55.00							
GOLD STAR FAMILY		0.00							
HERITAGE		30.00							
IOWA AG LITERACY		25.00	TOTAL CASH ON HAND AND IN BANKS	\$5,748,925.71					
LEGION OF MERIT		0.00							
LOVE OUR KIDS		25.00	BALANCE IN DEPOSITORIES AS FOLLOWS						
MOTORCYCLE RIDER		0.00							
NATL GUARD		10.00	NAME OF BANK	CHECKING	PROPERTY TAX	DEPOSITS IN-TRANSIT	ACH OUTSTANDING	CHECKS OUTSTANDING	TREASURER'S NET BALANCE
DNR		2,695.00	US BANK	\$7,964,521.71	-\$2,488,641.87	\$333,875.22	\$0.00	-\$17,119.20	\$5,792,635.86
ORGAN DONOR PLATE		100.00							
PEARL HARBOR		0.00							
POW		0.00							
PROFESSIONAL FIRE		15.00							
PURPLE HEART		10.00							
PWD		25.00							
AIR FORCE		25.00							
ARMY		10.00							
COAST GUARD		0.00							
MARINES		5.00							
NAVY		10.00							
SHARE THE ROAD		65.00							
SHIRNERS		10.00							
SILVER STAR		0.00							
VETERANS		290.00							
VETS CROSS/MEDAL		0.00							
ANATOMICAL FUND		441.07							
ADMINISTRATIVE		0.00							
MAIL		18,644.00							
NSF FEES		425.00							
AUTO TRANSFERS		(131,000.00)							
BANK SERVICE CHARGES		(657.34)							
TOTAL		5,748,925.71	TOTAL CASH ON HAND AND IN BANKS	\$7,964,521.71	(\$2,488,641.87)	\$333,875.22	\$0.00	(\$17,119.20)	\$5,792,635.86

Statement Balance	\$ 7,964,521.71	Check Register Balances:
-------------------	-----------------	--------------------------

Statement Balance	\$ 7,964,521.71	Check Register Balances:
-------------------	-----------------	--------------------------

MV:	\$ 5,792,647.81	Tax:	\$ 3,284,133.65	\$ 9,076,781.46	
Pervious period Interest Correction	+		\$ 22.93	\$ 22.93	
Check Register Adjustments	-		\$ 18,742.08	\$ 18,742.08	
Bank Transfers	-		\$ 178,578.22	\$ 178,578.22	
PP Bank Charges	-		\$ 230,658.89	\$ 230,658.89	
ECOMM Interest	-	\$ 11.95		\$ 11.95	
		\$ 5,792,635.86	\$ 2,856,177.39	\$ 8,648,813.25	\$ 8,648,813.25
OS Deposits:	-	\$ 333,875.22	\$ 380,472.43	\$ 714,347.65	
OS Checks	+	\$ 17,119.20	\$ 12,936.91	\$ 30,056.11	
Pending NSF/DOR/IGIS:	+			\$ -	
		\$ 5,475,879.84	\$ 2,488,641.87	\$ 7,964,521.71	
				\$	Variance

DATE	CHECK #	NAME	AMOUNT	CLEARED
07/10/20	20147675	DEAN HENLEY	\$73.00	
07/13/20	20147689	THERESA CHRISTIAN	\$18.01	
07/15/20	20147715	MACK MOFFIT	\$10.00	
07/15/20	20147717	YARTIZA RIVAS	\$17.00	
07/20/20	20147745	BILLION AUTO	\$28.00	
07/23/20	20147777	JAMESON ALEXANDER LITTLE	\$153.53	
07/23/20	20147778	ESPERANCE MBOMA	\$9.00	
08/06/20	20147877	HASSAN SHANE	\$7.00	
08/07/20	20147882	VARUN VAJPEYI	\$51.00	
08/10/20	20147892	MADISON FISCHELS	\$10.00	
08/11/20	20147902	STEVEN GRUNKE	\$6.00	
08/19/20	20147961	INTERSTATE AUTO GROUP/CARHOP	\$29.00	
08/26/20	20148016	MYLONNA J DOUGLAS	\$5.00	
08/27/20	20148026	NATHANIAL LUDWIG	\$11.00	
09/01/20	20148043	JOHN P RUNDLE	\$13.00	
09/03/20	20148067	NICHOLAS JOHN POINTER	\$9.00	
09/12/20	20148098	KRISTEN TOW	\$10.00	
09/12/20	20148105	BILLION	\$24.00	
09/15/20	20148122	SANDRA DARLENE CHILD	\$126.00	
09/26/20	20148193	BYRIDER	\$16.00	
09/29/20	20148205	BYRIDER	\$8.00	
10/02/20	20148242	MIDGE WALTER MOWERY	\$7.50	
10/09/20	20148310	MARSHAL YANDA	\$40.00	
10/09/20	20148314	BYRIDER	\$51.00	
10/10/20	20148319	JD BYRIDER	\$27.00	
10/10/20	20148332	BYRIDER	\$13.00	
10/12/20	20148342	BILLION	\$122.00	
10/13/20	20148348	KEITH JOSEPH KINSLEY	\$10.00	
10/19/20	20148395	NOAH DEBETTIGNIES	\$20.00	
10/20/20	20148406	BYRIDER	\$485.75	
10/21/20	20148415	BILLION AUTO	\$62.00	
10/21/20	20148416	IAN BARRY WEBER	\$41.20	
10/26/20	20148448	JON MICHAEL ROBISON	\$9.00	
10/26/20	20148449	LYNNE KRISTINE SQUIRES	\$9.00	
11/04/20	20148516	CARHOP	\$15.00	
11/04/20	20148517	JEAN E SAMPICA	\$7.75	
11/04/20	20148518	BYRIDER	\$13.00	
11/09/20	20148540	BYRIDER	\$28.00	
11/10/20	20148550	SHANE VOGEL	\$45.00	
11/10/20	20148551	BYRIDER	\$23.00	
11/18/20	20148575	ANDRICKA COFFER	\$5.00	
11/25/20	20148625	DERRICK R WARREN	\$16.00	
12/01/20	20148641	INTERSTATE AUTO GROUP/CARHOP	\$23.00	
12/02/20	20148647	BYRIDER	\$38.00	
12/03/20	20148677	INTERSTATE AUTO GROUP/CARHOP	\$16.00	
12/04/20	20148688	BYRIDER	\$27.00	
12/11/20	20148739	BYRIDER	\$10.00	
12/14/20	20148743	RANDALL BEELNER	\$14.00	
12/16/20	20148752	TROY D HENKEL	\$34.00	
01/05/21	20148816	CHRISTOPHER L SMITH	\$8.00	
01/06/21	20148822	BROOK S SPENCER	\$35.00	
01/20/21	20148908	ASHLEY A BERRY	\$7.00	
01/20/21	20148910	ERIKA R SPICER	\$10.00	
01/22/21	20148933	KIERAN W EXBOM	\$11.00	
01/23/21	20148942	BILLION AUTO	\$17.00	

01/23/21	20148950	HOUDEK AUTO CENTER	\$20.00
01/25/21	20148960	CARHOP	\$7.00
01/28/21	20148986	ADAM T DESPRES	\$15.00
02/01/21	20149013	BYRIDER	\$12.00
02/06/21	20149045	SHAMARI DAVENPORT	\$10.29
02/08/21	20149057	TIMOTHY M HENNICK	\$20.00
02/10/21	20149077	BYRIDER	\$6.00
02/11/21	20149089	BILLION AUTO	\$28.01
02/12/21	20149096	MICHELLE D BEADLE	\$17.00
02/15/21	20149113	CARHOP	\$9.00
02/16/21	20149121	MILDRED PETERS	\$25.00
02/18/21	20149138	CARHOP	\$95.00
02/19/21	20149155	BYRIDER	\$40.00
02/22/21	20149165	50 STATE DMV	\$27.28
02/22/21	20149166	BRETT RIEHL	\$10.00
02/22/21	20149168	JAMES HERLOCKER	\$25.00
03/02/21	20149214	KRISTOPHER C KRAMME	\$82.00
03/02/21	20149218	BYRIDER	\$19.00
03/02/21	20149219	INTERSTATE AUTO GROUP INC	\$58.00
03/12/21	20149274	CLAUDIA M KLENK	\$9.50
03/15/21	20149278	HONG Y LI	\$323.00
03/18/21	20149301	KRISTINA L FRIEDRICHSEN	\$16.00
03/18/21	20149303	THOMAS E LOWDER	\$10.00
03/23/21	20149335	NATHAN LAURSEN	\$10.00
03/24/21	20149354	INTERSTATE AUTO GROUP	\$46.00
03/24/21	20149355	BALANCE POINT LLC	\$10.00
03/29/21	20149377	ALISHA J HESS	\$139.00
03/31/21	20149389	JASON T KIRK	\$8.00
03/31/21	20149398	BRIGITTE TOINGAR	\$16.34
04/07/21	20149435	FLOYD MULKEY	\$9.00
04/13/21	20149472	CARHOP	\$86.00
04/14/21	20149481	CARSON B WHITFORD	\$10.00
04/16/21	20149501	YOLANDA A IVORY	\$9.00
04/22/21	20149527	RICARDO MAMIREZ	\$61.00
04/22/21	20149530	WILNITA PARKS	\$12.00
04/29/21	20149571	BILLION AUTO	\$34.00
04/29/21	20149578	MICHAEL A PRESUTTI	\$5.50
04/30/21	20149584	JARY SIEGEL	\$59.00
05/04/21	20149607	DUSTIN G HARGER	\$8.00
05/06/21	20149624	SEAN M WIEDNER	\$25.00
05/14/21	20149668	RICARDO L HAVLIK	\$51.00
05/17/21	20149687	MICHAEL L FRANCK	\$10.00
05/19/21	20149719	JENNIFER L JOHNSON	\$7.00
05/21/21	20149735	ERICK A SEEMAN	\$10.00
05/24/21	20149748	CORRINA D SNELL	\$7.50
05/27/21	20149791	INTERSTATE AUTO GROUP INC	\$60.00
06/04/21	20149837	JUSTIN J BROWER	\$6.00
06/15/21	20149891	MICHAEL J WILLOUGHBY	\$25.00
07/06/21	20149994	ZEIGLER LINCOLNWOOD LLC	\$29.15
07/12/21	20150031	JERRY E LINT	\$8.00
07/23/21	20150119	TREVYN POWER	\$51.00
07/26/21	20150131	KELSEY J CROMPTON	\$21.00
08/17/21	201501194	JAMAAL A SMITH	\$26.00
08/18/21	201501196	DEANNA L COLE	\$20.00
08/20/21	201501205	JOSHUA L HAYLER	\$5.00
08/27/21	201501239	DOUDOU M MIKUNGA	\$9.00

08/31/21	201501248 BILLION AUTO	\$50.00
09/03/21	201501272 BILLION AUTO	\$23.00
09/16/21	201501349 CLIFFORD E CRIMMINS	\$6.00
09/21/21	201501380 BILLION HONDA	\$15.00
09/28/21	201501424 CRAIG A QUINBY	\$51.00
10/06/21	201501494 BYRIDER	\$25.00
10/21/21	201501574 JD BYRIDER	\$15.00
10/27/21	201501600 BYRIDER	\$17.00
11/03/21	201501634 GRIFFIN S CLARK	\$180.00
11/08/21	201501650 KENNETH PIRC	\$5.00
11/08/21	201501653 LAWRENCE E SLAYMAKER	\$15.00
12/01/21	201501722 LOGAN HANGARTNER	\$10.00
12/14/21	201501774 SERRA CHAMPAIGN	\$45.15
12/16/21	201501788 DUSIN R PRUISMANN	\$21.00
12/20/21	201501810 DANIEL KANE	\$5.00
12/30/21	201501836 NATHAN DUNAHOO	\$59.00
01/06/22	201501861 SCOTT D BURKHART	\$76.47
01/11/22	201501875 TYRSTAN PICKERING	\$25.00
01/19/22	201501904 RYDER TRUCK RENTAL	\$33.00
02/01/22	201501962 DEALERTRACK REGISTRATION & TITLING SOLUTIONS	\$25.00
02/10/22	201501991 MARTIN L ROLAND	\$5.00
02/16/22	201502014 CARHOP	\$43.00
03/10/22	201502081 LUAY K TATI	\$6.00
03/10/22	201502094 BLAIR NEUZIL	\$8.50
03/28/22	201502185 DENISE HERNANDEZ	\$151.00
04/06/22	201502275 BYRIDER	\$10.00
04/06/22	201502276 BYRIDER	\$84.00
04/25/22	201502356 TAMRA MCLAUD	\$10.00
04/26/22	201502369 BYRIDER	\$8.00
04/27/22	201502385 REYES CANO, LEONARDO	\$20.00
04/27/22	201502389 BELL'S AUTO	\$5.50
04/29/22	201502403 BYRIDER	\$12.00
05/04/22	201502429 MCGRATH POWERSPORTS	\$150.00
05/13/22	201502470 Ivory Browning	\$6.00
05/16/22	201502473 WALSER HONDA	\$147.00
05/20/22	201502494 BYRIDER	\$8.00
05/23/22	201502499 MCGRATH TOYOTA OF IOWA CITY	\$10.00
06/14/22	201502562 BYRIDER	\$16.00
06/23/22	201502593 BYRIDER	\$28.00
06/24/22	201502596 THOMAS J WHITEHEAD	\$11.00
06/30/22	201502622 ERICA VESEY	\$51.00
07/01/22	201502628 BYRIDER	\$26.00
07/06/22	201502637 BYRIDER	\$21.00
07/08/22	201502656 BILLION HONDA	\$16.00
07/21/22	201502702 MICHAEL J WELCH	\$9.00
07/21/22	201502703 VOID	\$0.00
07/22/22	201502704 RAKIM A JONES	\$17.00
07/28/22	201502717 BLAINE JENSEN RV CENTERS, LLC	\$152.90
08/01/22	201502731 JACK A PEACOCK	\$6.00
08/02/22	201502736 DEL-CLAY FARM EQUIPMENT LLC	\$17.00
08/08/22	201502756 IRONISE MARCELUS	\$5.00
08/09/22	201502762 BYRIDER	\$67.00
08/10/22	201502767 RICE TOYOTA	\$52.00
08/16/22	201502784 BYRIDER CR	\$18.00
08/17/22	201502796 BYRIDER CR	\$30.00
08/19/22	201502802 RILEY'S AUTO SALES CO	\$23.00

08/29/22	201502821	JARRETT R DULIN	\$13.00
08/30/22	201502827	DONALD D HARTMAN	\$24.00
08/30/22	201502833	MARION AMERICAN AUTO SALES LLC	\$52.05
09/07/22	201502869	MARGARET A HALL	\$65.00
09/15/22	201502900	MELANIE J HOLIDAY	\$51.00
09/15/22	201502902	ZACHARY WILLSON	\$63.00
09/16/22	201502909	JUSTIN WALLACE	\$9.00
09/20/22	201502935	WHITNEY SCHULTZ	\$11.00
09/21/22	201502944	CODY SCHROEDER	\$10.00
09/23/22	201502965	DAVID L JENSEN	\$10.00
09/23/22	201502974	BYRIDER	\$11.00
09/28/22	201502994	DEALERTRACK REGISTRATION & TITLING SOLUTIONS	\$78.35
09/28/22	201502995	SUN & FUN INC	\$49.95
09/30/22	201503009	DEALERTRACK REGISTRATION & TITLING SOLUTIONS	\$39.53
10/03/22	201503024	KIRK MCKIBBEN	\$125.00
10/03/22	201503030	CAMERON OZBURN	\$51.00
10/04/22	201503033	DEALERTRACK REGISTRATION & TITLING SOLUTIONS	\$1,768.05
10/04/22	201503035	CHARLES STEVENS	\$5.00
10/04/22	201503039	BENJAMIN KLAUS	\$11.00
10/04/22	201503045	JOSHUA L LANGFITT	\$20.00
10/04/22	201503047	JOHN WINGLER	\$10.00
10/06/22	201503068	GREGORY BABCOCK	\$50.00
10/07/22	201503077	GABINO MARTINEZ-HERNANDEZ	\$10.00
10/07/22	201503078	SIERRA ALBAUGH	\$54.00
10/13/22	201503121	AUTOMOTIVE TITLING COMPANY LLC	\$21.00
10/26/22	201503176	KUNES STERLING USED CARS INC	\$25.40
10/27/22	201503183	T&C SERVICE COMPANY LLC	\$31.00
10/27/22	201503187	JD BYRIDER	\$10.00
10/31/22	201503196	TORY J HARMAN	\$292.00
10/31/22	201503201	CARTER J GJERSTAD	\$10.00
11/02/22	201503206	DEALERTRACK REGISTRATION & TITLING SOLUTIONS	\$596.48
11/10/22	201503234	JARED GARDNER	\$10.00
11/10/22	201503240	A-1 RENTALS INC	\$13.00
11/10/22	201503242	JD BYRIDER	\$13.00
11/15/22	201503249	SPORDAN TRANSPORT INC	\$50.00
11/15/22	201503253	ITC MIDWEST	\$30.00
11/16/22	201503260	JONATHAN ALBERT	\$25.00
11/18/22	201503273	PRESTON POLLARD	\$52.00
11/18/22	201503274	KARL JONES	\$56.00
11/22/22	201503292	MOTORVEHICLE SOFTWARE CORP	\$152.53
11/22/22	201503295	POLY VINYL ROOFING INC	\$236.00
11/23/22	201503302	NATHANIEEL P MARTI	\$23.00
11/28/22	201503309	ADAM PAULSEN	\$10.00
12/02/22	201503342	BRITTON H LANDON	\$263.00
12/05/22	201503346	HAWKEYE ELECTRIC	\$10.00
12/05/22	201503349	VRT SERVICES INC	\$1,623.25
12/06/22	201503355	LYNCH FORD-MT VERNON INC	\$89.00
12/06/22	201503357	VOID	\$0.00
12/07/22	201503358	DÁN DEERY MOTOR CO OF WATERLOO	\$50.00
12/07/22	201503361	WALSER TOYOTA	\$13.00
12/08/22	201503364	DEERY BROTHERS OF DUBUQUE	\$64.00
12/09/22	201503374	RILEY'S AUTO SALES CO	\$50.00
12/12/22	201503383	RYAN J LONGCOR	\$10.00
12/13/22	201503384	ENTERPRISE FM TRUST	\$167.00
12/13/22	201503385	TELCOM CONSTRUCTION LLC	\$81.00
12/14/22	201503391	THOMAS CARUTHERS	\$10.00

12/14/22	201503392	ROBERT M VERHILLE	\$10.00
12/14/22	201503394	HAZZARD COUNTY SALOON	\$1,407.00
12/14/22	201503395	RICHARD HANSON	\$10.00
12/14/22	201503397	LYNCH FORD-MT VERNON INC	\$19.00
12/14/22	201503398	NOVAK FENCE LLC	\$12.00
12/15/22	201503399	CEDAR RAPIDS TOYOTA	\$9.00
12/15/22	201503402	WHEELS	\$30.00
12/15/22	201503403	EUROPEAN MOTORS	\$93.00
12/16/22	201503405	ALLAMAKEE COUNTY TREASURER	\$160.00
12/16/22	201503408	WILLIAMS AND SONS LOGISTICS INC	\$30.00
12/16/22	201503409	HOPE COMMUNITY DEVELOPMENT ASSOC	\$21.00
12/19/22	201503412	DUNCAN J LOCKHART	\$30.00
12/20/22	201503414	WILLIAM A NULLE	\$31.00
12/20/22	201503415	AUTOMOTIVE TITLING COMPANY LLC	\$14.00
12/20/22	201503416	ADVANCED TRAFFIC CONTROL INC	\$64.00
12/20/22	201503417	AARON A LOAN	\$10.00
12/20/22	201503418	DAVE WRIGHT NISSAN SUBARU	\$297.00
12/20/22	201503419	DAVE WRIGHT NISSAN SUBARU	\$437.00
12/20/22	201503420	WHEELS	\$104.00
12/20/22	201503422	HUPP ELECTRIC MOTORS INC	\$215.00
12/20/22	201503425	ROSEBERRY FARMS INC	\$12.00
12/21/22	201503426	TENNIS SERVICES OF IOWA LLC	\$10.00
12/21/22	201503427	PEGGY J SPORES	\$10.00
12/21/22	201503430	DAVE WRIGHT NISSAN SUBARU	\$54.00
12/21/22	201503431	D&S AUTO SALES	\$460.00
12/22/22	201503432	KEVIN BOOTS	\$10.00
12/27/22	201503434	COOLEY AUTO SALES	\$10.00
12/27/22	201503435	LINN COUNTY TREASURER	\$486.00
12/27/22	201503436	ROCHESTER TOYOTA	\$130.00
12/28/22	201503437	ABS NATIONAL AUTO SERVICES	\$7.00
12/28/22	201503438	CEDAR RAPIDS TOYOTA	\$29.00
12/28/22	201503439	HARRIS BOYZ AUTO	\$34.00
12/29/23	201503440	CHRYSLER WINONA	\$93.89
12/29/23	201503442	Napleton's Schaumburg Buick GMC	\$70.89
12/29/23	201503443	E & F PAVING CO LLC	\$359.00

Outstanding Checks as of 12-31-22
\$17,119.20

AGREEMENT TO PROVIDE JUVENILE DETENTION SERVICES

Agreement made and entered into this 23rd day of JANUARY, 2023, by and between Linn County, Linn County and Clinton County, Iowa, to-wit:

Linn County agrees to provide and Clinton County agrees to purchase detention services at the Linn County Juvenile Detention Center (Center) for Clinton County youth under the following terms and conditions:

1. The term of this Agreement is for six months from Jan. 23, 2023 to July 23, 2023 unless it is canceled due to cause as indicated in Paragraph 12.
2. This Agreement shall automatically renew for one additional 6-month period, commencing on 24th day of July, 2023 unless either party gives written notice at least 60 days prior to renewal.
3. Linn County, through its Board of Supervisors, shall have sole and exclusive authority and responsibility for the administration and operation of the Center as an approved juvenile detention home. Authority shall include, but not be limited to the exclusive fiscal, operational, administrative and program control over the Center and the receipt of all monies received through the administration and/or operation of the Center.
4. Linn County shall administer and operate the Center in full compliance with applicable law and regulations promulgated by those federal, state or local authorities having jurisdiction over the Center and shall obtain and maintain such license(s), approval(s) and or accreditation(s) as may be required thereunder.
5. Linn County shall provide units of service equivalent to one day of bed space at the Center. A day of bed space shall be a calendar day or any portion thereof.

6. Linn County agrees to provide one (1) guaranteed unit of service per day for the exclusive use of housing a Clinton County youth. Clinton County agrees to purchase one (1) unit of service per day, daily throughout the term of this contract, for the exclusive use of housing Clinton County youth at a cost of \$282.00 per day. Payment shall be made quarterly, in advance.
7. Clinton County youth is defined as an individual under 18 years of age who is either under the jurisdiction and supervision of Clinton County Juvenile Court or Clinton County Sheriff in the adult system. Linn County also retains the ability to request adult court youth be moved to a jail setting when their behavior in detention warrants removal, determining that they require a higher level of security than Linn County Juvenile Detention is able to provide, even if guaranteed beds are available.
8. Clinton County may purchase additional units of service on an availability basis. Additional units of service shall be offered on a daily basis only, at a rate of \$200 per day. Units of service are not calculated for the day of discharge unless the admission and discharge occur on the same day. If necessary, Clinton County will relocate youth to another facility if additional units of service are unavailable on any given day. Clinton County shall not subcontract units of service, either guaranteed or additional, to any other agency.
9. Linn County shall provide a quarterly utilization report.
10. All medical expenses (medications, doctors' appointments, etc...) for youth being held for Clinton County will be billed to Clinton County.
11. Communications relating to the interpretation and/or application of this Agreement shall be between the Director, Linn County Juvenile Detention & Diversion Services, and the Clinton County Board of Supervisors. Amendments to the Agreement may only be made by written instrument duly executed by both parties.

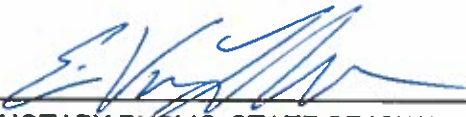
On this ____ day of _____, _____ before me, the undersigned, a Notary of Public in and for said County and State, personally appeared _____ to me personally known, who being by me duly sworn, did say that _____ is the Chairperson of Linn County, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of said County by authority of its Board of Supervisors; and that the said _____ as such Chairperson, acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by _____ voluntarily executed.

NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 23rd day of JANUARY, 2023 before me, the undersigned, a Notary of Public in and for said County and State, personally appeared JIM IRWIN JR to me personally known, who being by me duly sworn, did say that HE is the Chairperson of ^{CLINTON}~~Linn~~ County, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of said County by authority of its Board of Supervisors; and that the said JIM IRWIN JR as such Chairperson, acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by JIM IRWIN JR voluntarily executed.





NOTARY PUBLIC, STATE OF IOWA

12. This Agreement shall only be terminated by cause. Cause shall be defined as:

- a. Failure by either party to substantially perform its duties under this Agreement.
- b. A determination by either party that funds are unavailable for continued performance of this Agreement.

13. All notices or other communications between the parties, regarding Section #12 (a) and/or (b) above shall be in writing and shall be either personally delivered or emailed to the Chairperson of the respective Board of Supervisors and the Linn County Juvenile Detention Director.

LINN COUNTY, IOWA

BY: _____
Chairperson, Linn County
Board of Supervisors

CLINTON COUNTY, IOWA

BY: _____
Chairperson, Clinton County
Board of Supervisors



STATE OF IOWA)
) ss:
COUNTY OF LINN)



January 25, 2023

Linn County
930 First St. SW
Cedar Rapids, IA 52404-2161
Attn: Rhonda Bettsworth

Dear Rhonda Bettsworth,

We are writing in connection with the Commercial Card Classic Application & Agreement (as amended, supplemented, or replaced from time to time, the "**Agreement**") dated as of December 18, 2014 by and between **JPMorgan Chase Bank, N.A.** ("**Bank**") and **Linn County** ("**Client**").

Subject to the terms and conditions of the Agreement, this amendment is effective as of **January 1, 2023**:

- All references to "**Association**" in the Agreement are hereby deleted in their entirety and replaced with "**Network**", which means either MasterCard International, Inc. or Visa U.S.A., Inc.
- **Section 1** of the Agreement is hereby amended, as follows:

The word "**Card**" means a Network-branded card that is issued to Cardholders by Bank upon the request of Client and approval by Bank, and includes any plastic card bearing a card number and accounts with no associated plastic card, which includes Virtual Card Accounts.

- The following are hereby added to **Section 1** of the Agreement:

The word "**System**" means the system through which Client can access Account and transaction data and reports.

The words "**Virtual Card** (or **Single-Use Account**)" mean a one-time virtual card number generated for a single transaction.

- **Section 3.D** of the Agreement is hereby deleted in its entirety and replaced with the following:

D. **Receipt Image Services.** For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order for Bank to make Receipt Images available through the System, Client shall first fax and/or upload to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable transaction. Receipt Image will be made available online through the System for a maximum of thirty-six (36) months (the "**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the transaction date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

- The following is hereby added to **Section 4** of the Agreement:

K. **Extension of Program.** Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend Program to Client's affiliates. Client is responsible as principal obligor for all obligations under the Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its affiliates and their respective Cardholders and waives any defenses or offsets available to such affiliates). Client shall cause each of its affiliates and their respective Cardholders to comply with the Agreement.

- **Section 5** of the Agreement is hereby amended, as follows:

All notices and other communications required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the party to which it is addressed. All notices may be sent to Client by ordinary mail, electronic transmission, through internet sites, or by such other means as Client and the Bank may agree upon from time to time, at the address of Client provided to Bank. Unless otherwise arranged, all notices to Bank must be sent to Client's relationship manager or program coordinator team managing the relationship or to any other address notified by Bank to Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as Client and Bank agree upon from time to time.

- The following is hereby added to **Section 11** of the Agreement:

M. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

- The following is hereby added as a **new Section 12** to the Agreement:

12. System Access

- A. Client shall adhere to all applicable license agreements, security procedures, and terms and conditions regarding the System.
- B. Client agrees that any access, transaction, or business conducted on the System is presumed by Bank to have been in Client's name for Client's benefit.
- C. Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank via the System. Bank may rely and act upon all Client instructions and messages issued with valid credentials.
- D. From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

- **Exhibit A** to the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

- A **new Exhibit B** to the Agreement is hereby added in the form attached hereto as Exhibit B.

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Unless we are notified by you to the contrary, Bank will continue to issue cards under the terms of the Agreement and the changes contained herein. Your continued use of such cards is evidence of your agreement to be bound by the above-referenced terms and in accordance with the terms of the Agreement and the changes contained herein.

If you have any questions, please feel free to contact Karen Sbaschnig at (212) 623-1219 or karen.a.sbaschnig@jpmchase.com.

JPMorgan Chase Bank, N.A.
DocuSigned by:

By: Vincent Saia
D91B37976D9149B...

EXHIBIT A to the Commercial Card Classic Application & Agreement FEES & INCENTIVES

1. **DEFINITIONS.** For the purposes of this Exhibit, the following terms will have the meaning given below. Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

“**Average File Turn**” has the meaning given to it in Section 3.A.i.

“**Contract Year**” means a twelve (12) month period beginning on **January 1, 2023** or any anniversary of such date.

“**Credit Losses**” means all amounts due to Bank in connection with any card that Bank has written off as uncollectible excluding amounts due with respect to Fraudulent Transactions.

“**Discount Interchange Rate Transactions**” means Transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or Supplier Fee below 2.00%. Those Transactions include, but are not limited to, Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions.

“**Discount Interchange Rate Transaction Volume**” means the total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience checks, and Fraudulent Transactions. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on the interchange rate or Supplier Fee of each transaction:

- “**Discount Interchange Rate Transaction Volume Category 1**” covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee at or above 1.00% (interchange rates or Supplier Fees from 1.00% - 1.99%).
- “**Discount Interchange Rate Transaction Volume Category 2**” covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00% (interchange rates or Supplier Fees from 0.00% - 0.99%).

“**Fraudulent Transactions**” means transactions made on a Card by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and for which neither Cardholder nor Client receives direct or indirect benefit.

“**J.P. Morgan Virtual Connect Network**” means Bank’s proprietary payments technology platform to which merchants may register to receive payment from Client in connection with Client’s Program(s).

“**Settlement Terms**” means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

“**Supplier Fee**” (or “**Merchant Transaction Fee Rate**”) means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Client for Transactions made through the J.P. Morgan Virtual Connect Network.

“**U.S. Net Charge Volume**” means the total charges made on any and all U.S. Dollar issued cards or accounts, net of returns, cash advances, and Fraudulent Transactions. U.S. Net Charge Volume does not include Discount Interchange Rate Transaction Volume.

“**U.S. Total Charge Volume**” means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume.

2. REBATES

A. Volume Rebate

Bank will pay Client a rebate based on the annual U.S. Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual U.S. Net Charge Volume, subject to the rebate adjustments below.

Combined U.S. Purchasing Card and U.S. Virtual Card Program(s)	
Annual U.S. Total Charge Volume	Rebate Rate (%) @ 30 & 25 Settlement Terms
\$1,000,000	1.26%
\$2,000,000	1.38%
\$3,000,000	1.50%
\$4,000,000	1.58%
\$5,000,000	1.63%
\$6,000,000	1.68%
\$10,000,000	1.93%
\$20,000,000	1.94%
\$25,000,000+	1.95%

B. Discount Interchange Rate Transaction Rebate

Should Client achieve the minimum annual U.S. Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on the annual Discount Interchange Rate Transaction Volume. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category, subject to the rebate adjustments below.

Discount Interchange Rebate Rate for the Combined U.S. Purchasing Card and U.S. Virtual Card Program(s) Volume by Program Settlement Terms	
Discount Interchange Rate Transaction Volume Categories	@ 30 & 25 Settlement Terms
Category 1	1.05%
Category 2	0.15%

3. REBATE ADJUSTMENTS**A. Average File Turn Adjustment****i. Programs Contracted on Settlement Terms of 30 & 25:**

- a. For purposes of Section 3.A.i, "**Average File Turn**" means the annual average outstanding balance for Programs contracted on Settlement Terms of 30 & 25 (i.e., the sum of the average outstanding balances for each calendar month divided by 12) divided by the annual U.S. Total Charge Volume associated with Programs contracted on Settlement Terms of 30 & 25, multiplied by 365.

The Volume Rebate Rate and Discount Interchange Rate Transaction Rebate Rate will be adjusted (either increased or decreased, as applicable) based on the Average File Turn of Client's Program(s) over a Contract Year (the "**Average File Turn Adjustment**").

- b. Programs with Settlement Terms of 30 & 25 will have an Average File Turn of 40 if Client spends ratably throughout each cycle. The Average File Turn Adjustment for Client's Program(s) with Settlement Terms of 30 & 25 is calculated by determining the difference between Client's Average File Turn for such Program(s) and 40. If the Client's actual Average File Turn for such Program(s) is less than 40, the Volume Rebate Rate and Discount Interchange Rate Transaction Rebate Rate will each be increased by 0.0050% for each whole number less than 40. If the Average File Turn for such Program(s) is greater than 40, the Volume Rebate Rate and Discount Interchange Rate Transaction Rebate Rate will each be decreased by 0.0050% for each whole number greater than 40 but less than 46.
- ii. If Client's actual Average File Turn under Section 3.A.i is greater than forty-five (45) days, Client will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. Interchange Rate and Supplier Fee Adjustment

In the event of a reduction in either interchange rates by the Network or Supplier Fees, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS**A. Annual Rebates**

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "**Rebate Calculation Period**") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions, and Bank's authentication of such instructions, prior to the end of the Rebate Calculation Period.
- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one program, Bank reserves the right to offset any Credit Losses from one program against any rebate earned under any other program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met:

- Client is not in default under the Agreement at the time of rebate calculation and payment.
- Account(s) must be current at the time of rebate calculation and payment.
- Settlement of any centrally billed account(s) must be by automatic debit.
- Average File Turn must be less than forty-six (46) days (as stated in the Average File Turn Adjustment Section).

5. SETTLEMENT TERMS

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are **30 & 25** for the U.S. Purchasing Card and the U.S. Virtual Card Program(s).

6. FEES**A. United States**

- i. The following are the fees associated with the U.S. Virtual Card Program(s):

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter.
International transaction	1.5% of the U.S. Dollar amount charged. (WAIVED for U.S. Virtual Card transactions on Visa only)

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

- ii. The following are the fees associated with U.S. Purchasing Card Program(s):

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: None.
Delinquency/Finance charge	Central bill: Prime + 2.0% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle.
International transaction	1% surcharge.
Standard card	\$0.00
ADDITIONAL SERVICES AND FEES	
Cash advances	2.0% of amount advanced (\$3.00 minimum with no maximum).

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

EXHIBIT B to the Commercial Card Classic Application & Agreement

SUPPLIER RECRUITMENT AUTHORIZATION

1. **DEFINITIONS.** For the purposes of this Exhibit, the following terms will have the meaning given below. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

“**Claim(s)**” means any and all past, present and future claim(s), loss(es), liability(ies), obligation(s), expense(s), attorney or other fee(s), suit(s), debt(s), lien(s), contract(s), agreement(s), promise(s), demand(s) or damage(s), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including legal fees to the full extent permitted by law.

“**Client Information**” means information provided by Client to Bank for purposes of Supplier Recruitment (as defined below), including, but not limited to: (i) contact information for Client and/or Supplier(s); (ii) accounts payables details (e.g., payment summaries, amounts/counts, invoice numbers, billing account numbers, and current and future payment terms); and (iii) payment preferences for Client and/or Supplier(s).

“**Supplier Data Enrichment**” means a recruitment service utilizing internal and external data sources to obtain supplier contact information for the purpose of Supplier Recruitment (as defined below). Bank will: (i) use commercially reasonable efforts to enrich supplier data provided by Client via the Supplier Data Enrichment process, and (ii) provide on a weekly basis a report of supplier data that is captured during the acceptance process for further verification from Client.

“**Supplier(s)**” means Clients’ supplier(s) and/or vendor(s) identified in accounts payable documentation, or other documentation provided to Bank by Client.

“**Third Party**” (or “**Third Parties**”) means a payment solution partner of Bank.

2. SUPPLIER RECRUITMENT

Client asks and authorizes Bank and/or Third Party to communicate with Suppliers through various methods on behalf of and in the voice of Client for the purpose of requesting that Suppliers accept payment using wholesale payments products offered by Bank, including but not limited to commercial card and automated clearing house (“**Supplier Recruitment**”). For the sole purposes of Supplier Recruitment, Client consents to Bank’s disclosure of such Client Information to Third Parties and Suppliers. Bank reserves the right to refuse or discontinue Supplier Recruitment and/or Supplier Data Enrichment services at any time.

3. CLIENT ENGAGEMENT

Client shall be deemed to have accepted and agreed to the following:

- i. Client will commit to having internal resources available to address recruitment needs;
- ii. Client will provide, to the extent commercially reasonable, complete and accurate Client Information including, but not limited to, Supplier name, remittance address, contact name, phone number, and email addresses in a format consistent with Bank instruction;
- iii. Should Client not have complete and accurate Supplier contact information, Bank will offer Supplier Data Enrichment;
- iv. Client is solely responsible for validating Bank obtained Client Information, including but not limited to Supplier contact information during Supplier Data Enrichment and prior to issuing payment to that Supplier. Client acknowledges that Supplier contact information is deemed to be accurate once payment has been requested.

4. TERMS AND CONDITIONS

A. Obligations and Liabilities

- i. Despite anything to the contrary in the Agreement, Client, on its behalf and on behalf of each of its Affiliates:
 - a. will indemnify and hold Bank and each of its Affiliates harmless against Claims, except in the event of Bank’s gross negligence, that may arise related to: (1) Supplier Recruitment; (2) Supplier Data Enrichment; or (3) a third-party Claim related to the disclosure of Client Information for the purpose of Supplier Recruitment.
 - b. agrees to reimburse Bank and each of its Affiliates for any direct damages Bank incurs related to Claims arising from third parties under clause 4.A.i.(3).
 - c. releases and forever discharges Bank and each of its Affiliates from any and all liability for indirect, special, punitive, or consequential damages in any form or under any circumstances, even if Bank has been advised of the possibility of such damages, except to the extent that such Claims arise from the gross negligence of Bank or its Affiliates.

B. Use of Client Logo. Client grants Bank a non-exclusive, limited, non-transferable, and revocable license to use Client’s marks (whether registered or not) for the sole purpose of Supplier Recruitment.

C. Authorizing Transfers. Client represents and warrants that Client has obtained the consent required to authorize Bank to disclose Client Information, including information about Supplier(s), for purposes of Supplier Recruitment.

D. Giving Bank Notice. Despite anything to the contrary in the Agreement, Client agrees that it will provide Bank with notice to revoke this Exhibit, which shall have the effect of terminating Supplier Recruitment. Bank will have a reasonable period of time to act on Client’s notice after Bank receives it. The Agreement shall remain in full force and effect unless otherwise terminated as set forth in Agreement.

Linn County Children's Mental Health Assistance Program FY23 Provider Agreement

THIS AGREEMENT (the "Agreement") is by and between Linn County and Stephanie Halvorson ("Provider").

The statements and intentions of the parties, to this Agreement, are as follows:

Linn County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Linn County is interested in contracting with Provider to purchase services for the benefit of Linn County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health/behavioral health services and is interested in contracting with Linn County to provide services for the benefit of Linn County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Linn County and Provider as follows:

SECTION 1 Definitions

Assignment: The act of transferring to another all or part of one's property interest or rights.

Copayment: The amounts, which may be charged to Linn County Individual at the time services are rendered.

Linn County Individual: A person who is eligible and authorized to receive funding as defined by the Linn County Children's Mental Health Assistance Program.

Covered Services: Services approved by the Coordinator of the Linn County Children's Mental Health Assistance Program and included in this agreement.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

SECTION 2 Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide services to each Linn County Individual who is authorized by the Linn County Children's Mental Health Assistance Program to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide services in a manner which: (a) documents the services provided, in conformance with Federal, State and local laws and regulations, and (b) protects the confidentiality of the Linn County Individual's protected health information.

Section 2.2 Authorization and Notification Requirements. All services provided to Linn County Individuals by Provider must be authorized by the Linn County Children's Mental Health Assistance Program prior to or at the time of rendering services.

Section 2.3 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Linn County access to books and records, for purposes of appeals, utilization, quality assurance review, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records at a cost of twenty-five cents (\$.25) a page.

SECTION 3

Reimbursement to provider

Section 3.1 Compensation to Provider. Provider agrees to accept payment from Linn County for services provided to Linn County Individuals under this Agreement as payment in full, less any other amount due from Linn County Individuals or insurance payments for such services. Compensation for services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

Section 3.2 Timely Submission of Invoices. Invoices must be submitted within one year of service delivery, to be reimbursable by the County.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Linn County and Provider. The relationship between Linn County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Linn County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Linn County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Linn County Hold Harmless and Indemnification. Linn County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Linn County or Linn County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, professional liability insurance and comprehensive general and/or umbrella liability insurance. Provider shall provide proof of self-insurance, if Provider is self-insured.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure services are rendered to Linn County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. Linn County is an equal employment opportunity employer. Linn County supports a policy prohibiting discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Linn County's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. Linn County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Linn County Individuals under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Linn County about Individuals, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records. Relevant confidentiality requirements include, but are not limited to:

- (A) Disclosures to third Parties: Provider shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom protected health information will be disclosed. The written statements shall assure that (1) protected health information will be held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (2) the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (3) the third party will notify Provider of any instance in which confidentiality of protected health information has been breached.
- (B) Accounting of Disclosures: Provider shall maintain an accounting of all disclosure of protected health information not expressly authorized in this Agreement or that does not relate to treatment, payment operation, or a signed, written authorization. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the protected health information disclosed and the purpose of the disclosure.

Section 6.5 Individual Authorizations. Linn County shall notify Provider of any changes in, or withdrawal of, the individual authorizations provided to Linn County. Provider shall notify Linn County of any changes in, or withdrawal of, the individual authorizations provided to Provider.

Section 6.6 Restrictions. Linn County shall notify Provider, in a timely, written manner of any restrictions to the use or disclosure of protected health information agreed to by Linn County.

Section 6.7 Security Measures. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of or from Linn County. Provider shall ensure that any agent, including a subcontractor to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect it.

SECTION 7

Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement. This contract shall be reviewed **June 30, 2023**, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Non-Renewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.4 Termination with Cause by Linn County. Linn County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filed by the Provider or (d) Provider's material breach of any of the terms or obligation of this Agreement.

For other terms or obligations of this Agreement breached by the Provider, the following termination procedures shall apply. Prior to terminating the contract, Linn County shall notify the Provider in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to Linn County. In the event that the Provider fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the County may notify the Provider, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 7.5 Termination with Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Linn County upon the occurrence of Linn County's material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to Linn County Individuals. Provider acknowledges the right of Linn County to inform Linn County Individuals of Provider's termination and agrees to cooperate with Linn County in deciding on the form of such notification.

Section 7.7 Continuation of Services after Termination. Upon request by Linn County, Provider shall continue to render services in accordance with this Agreement until Linn County has transferred Linn County Individuals to another provider or until such Linn County Individual is discharged.

Section 7.8 Notices to Linn County. Any notice, request, demand, waiver, consent, approval or other communication to Linn County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Linn County Children's Mental Health Assistance Program
Attention: Coordinator
1020 6th Street SE
Cedar Rapids, IA 52401

Section 7.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Stephanie Halvorson
4403 1st Ave SE, Ste 502
Cedar Rapids, IA 52402

Email: shalvorson@hushmail.com
Phone: 319-214-7941
Fax: n/a

Billing Specialist:
Vicky Masterton
906 N Rockford Ave
Rockford, IL 61107

Email: vicky@mastertonbilling.com
Phone: 815-289-1953
Fax: 815-397-4130

SECTION 8

Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Linn County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Linn County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Linn County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9

Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Linn County Individuals. Linn County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Linn County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to and approval of Linn County.

Section 9.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between Linn County and Provider, and supersede or replace any prior agreements between Linn County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Linn County. Provider agrees that Linn County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Linn County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

Linn County:

By: _____

Print Name: _____

Print Title: _____

Date: _____

PROVIDER NAME:

Stephanie Halvorson

Signature: Stephanie Halvorson

Print Name: Stephanie Halvorson

Print Title: Licensed Mental Health Counselor

Date: 1/15/23

Attachment A

Linn County Children's Mental Health Assistance Program FY2023 Provider Agreement

Service Definitions and Rates

Service Description Please include a Service Title. Possible examples include: Respite, BHIS, or Individual Outpatient Therapy. CPT Codes plus Title 19 Modifiers must be identified for all services, if applicable.	Unit of Service Hour, Day, ½ day, Month, 15 Min. or Contact	Enrolled Medicaid Provider with the Managed Care Organizations: Yes or No <i>For each service listed below</i>	Rate
Psychiatric diagnosis eval (no med services) 90791 HO	Visit	Yes	195.00
Psychotherapy, 60 minutes 90837 HO	Visit	Yes	160.00
Psychotherapy, 45 minutes 90834 HO	Visit	Yes	130.00
Psychotherapy, 30 minutes 90832 HO	Visit	Yes	92.59

Attachment A
Linn County Children's Mental Health Assistance Program FY2023 Provider Agreement
Service Definitions and Rates

❖ **NOTES:**

- An hourly billable unit for is defined as services provided for or on behalf of the Linn County Individual through face-to-face contact with the Linn County Individual. These units shall be rounded to the nearest quarter hour with a minimum of a quarter hour billed for each contact.
- Treatment and therapy should be billed by CPT Code and Title 19 Modifier when these services are provided to a Linn County Individual. Treatment and therapy must be provided as face-to-face contact with the Linn County Individual.
- Services shall not be billed for missed appointments.

The above rates shall be effective July 1, 2022 through June 30, 2023. If the Agreement and Attachment A are received on or after August 1, 2022, the rates will be effective on the first day of the month in which Linn County receives the completed Agreement and Attachments through June 30, 2023.

This Attachment has been executed by the parties hereto, through their duly authorized officials.

Linn County:

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Provider:

Stephanie Halvorson

Signature: Stephanie Halvorson

Print Name: Stephanie Halvorson

Print Title: Licensed Mental Health Counselor

Date: 01/15/23

**AGREEMENT BETWEEN
LINN COUNTY/LOCAL HOMELESS COORDINATING BOARD
AND
THE ASAC HEART OF IOWA MEAL PROGRAM
FOR PHASE ARPAR EMERGENCY FOOD & SHELTER PROGRAM FUNDS**

THIS AGREEMENT entered into this 3 day of December, 2022, between Linn County (hereinafter referred to as County) and the ASAC Heart of Iowa Meal Program (hereinafter referred to as ASAC-HOI).

WHEREAS, the County has applied for and has received funds through the "Emergency Food and Shelter National Board Program" grant (hereinafter referred to as EFSP), which was awarded to the National Board by the U.S. Department of Homeland Security's Federal Emergency Management Agency, and

WHEREAS, said funds are to be used to provide emergency food and/or shelter services which will supplement and extend existing resources, and

WHEREAS, the County has established a Local Board (hereinafter referred to as the Local Homeless Coordinating Board (LHCB) to determine priority needs within Linn County and to oversee local distribution of the federal funds, and

WHEREAS, ASAC-HOI is a local nonprofit agency which has the capability of providing emergency food and shelter services within the guidelines established by the EFSP and the LHCB.

NOW, THEREFORE IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and ASAC-HOI agree as follows:

I. PURPOSE:

The purpose of this Agreement is to provide for the expenditures of funds received by the County from the EFSP in accordance with the guidelines and regulations established by the EFSP and the LHCB.

II. GENERAL DUTIES:

A. COUNTY SHALL:

1. Make available to ASAC-HOI a maximum of Five Thousand Dollars and No Cents (\$5000.00) awarded to the County from the EFSP on the condition that said funds are made available to the County by the EFSP.

B. ASAC-HOI SHALL:

1. Provide emergency food services to homeless/hungry within Linn County
2. Use funds allocated by the County through the LHCB only to supplement or expand existing emergency food programs or services. Said funds shall not be used to substitute or reimburse ongoing programs and/or services nor shall they be used to establish programs which anticipate a need for services.
3. Maintain its status as a private nonprofit corporation with a volunteer Board of Directors and provide the County with a current roster of its Board of Directors.
4. Provide the County with copies of Minutes of the Board of Directors meeting authorizing the application for these funds.
5. Obtain any license, approval, and/or accreditation required by state, federal or local law, regulation or administrative rules for operation of its facility and program.
6. Establish within their program a policy prohibiting discrimination based on race, national origin, sex, creed, disability or age.
7. Prohibit religious proselytizing within the program.
8. Maintain a staff, either paid or volunteer, which is competent, ethical and qualified to provide the services required.
9. Read and comply with the Eligible and Ineligible Costs of this Program as described in the EFSP Responsibilities and Requirements Manual (hereinafter referred to as Attachment A) and Phase Key Change and Clarifications (hereinafter referred to as Attachment B) and Addendums (hereinafter referred to as Attachment C). The most up to date version of these documents will be provided to you with each phase.
10. Ensure that all staff, both paid and volunteer, receives adequate education, training, information and supervision.
11. Establish policies regarding client rights and responsibilities, client confidentiality and a client grievance and appeals procedure.
12. Establish a policy and procedure for reporting abuse and neglect of children and dependent adult abuse and neglect and shall make a copy of the policy available to the County.
13. Assure that it has no known Emergency Food and Shelter compliance exceptions in this or any other jurisdiction.
14. Have a Federal Employer Identification Number (FEIN) and a Data Universal Number System (DUNS) number issued by Dun & Bradstreet.
15. To the extent practicable, involve homeless individuals and families, through employment, volunteer programs, etc., in providing emergency food and shelter services.
16. As a recipient of EFSP funds, complete, sign and return the "Phase ARPAP Fiscal Agent/Fiscal Conduit Agency Relationship Certification" online.

III. RECORDKEEPING AND METHOD OF PAYMENT

A. ASAC-HOI SHALL:

1. Maintain a spreadsheet documenting all expenditures as described in Attachment A and submit it along with the request for reimbursement.
2. Submit to the County a request for reimbursement that includes a log of the number of clients served under this program, dates of service and the total reimbursement requested from the County. Reimbursement requests must be received by the County no later than the 15th of the month for the preceding month.
3. Request reimbursement only of expenses which are eligible according to the guidelines and regulations established by the EFSP and the LHCB.
4. Maintain and make available to the County upon request for a minimum of three (3) years documentation of all program expenditures made.
5. Submit requests for reimbursement of eligible expenses to the County based upon the unit cost established in paragraph IV of this Agreement.
6. Maintain an accounting system approved by the County.
7. Ensure that an independent audit of ASAC-HOI is conducted at least annually, if receiving more than \$50,000 in EFSP funds and provide a copy of that audit to the County.
8. Provide in a timely manner to the County any documents, reports or records which are necessary to ensure compliance with the regulations of this program.
9. Share information with the LHCB that: outlines program activities, explains how EFSP funding is being used and provides the number of persons being served on a monthly basis.
10. Provide the County with a program budget reflecting all funding sources.
11. Account for all funds and close-out the program within two (2) weeks of the close of the funding year. Any funds unused at the close of the funding year must be returned to the County. ***The Phase ARPAP Funding Period for Linn County runs from 11/1/2021 through 4/30/2023.***

B. COUNTY SHALL:

1. Request payment of program funds from the EFSP upon receipt of reimbursement request from ASAC-HOI.
2. Reimburse ASAC-HOI as funds are made available to the County from the EFSP.
3. Be obligated to provide said funds only if said funds are made available to the County from the EFSP.

IV. AGREEMENT UNIT COST RATE

The Agreement unit cost rate shall be Three Dollars (\$3.00) per meal.. The County will not pay and ASAC-HOI will not submit reimbursement request calculated at a unit rate other than the rate established by this Agreement.

V. INDEMNIFICATION

A. ASAC-HOI, its officers, agents, employees and assigns shall agree to save and hold harmless the LHCB, Linn County, Iowa, and the officers, agents and employees of the LHCB and Linn County, Iowa, from any and all liability, claims, damages, attorney's fees, court costs and costs of litigation arising from ASAC-HOI operations or performance under this agreement.

B. Prior to receiving any funds, ASAC-HOI shall provide to the County proof of general liability insurance in an adequate amount.

VI. ASSIGNMENT, AMENDMENT AND TERMINATION

A. The rights, responsibilities and obligations arising pursuant to the provisions of this Agreement shall be binding on the County and ASAC-HOI. Neither party shall assign or transfer its rights, responsibilities or obligations without the prior written consent of the other party.

B. The terms of this Agreement may be altered, amended or supplemented only by written agreement of both parties.

C. This Agreement may be terminated on written notice to the other party only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Failure by either party to abide by the terms of this Agreement and by the rules and guidelines established by the EFSP.

D. Funds allocated to ASAC-HOI may be reallocated on written notice to ASAC-HOI only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Gross negligence in the use of the EFSP funds or in the operation of the receiving program.
3. Inadequate use of funds or failure to use funds for the purpose intended.
4. Any violation of the rules and guidelines established by the EFSP.
5. A reassessment and realignment of the priority needs within Linn County as determined by the LHCB.

E. If not earlier terminated pursuant to paragraph VI (C) of this Agreement, this Agreement will terminate upon total disbursement of the funds granted to the County by the EFSP.

F. Should any provision of this Agreement be held to be in violation of any statute, law or regulation and therefore be held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

VII. AGREEMENT ADMINISTRATION

A. During the term of this Agreement the LHCB will be the agreement liaison for the County. The Program Director shall be the agreement liaison for ASAC-HOI. The LHCB will also monitor performance under this Agreement.

B. All notices provided to be given hereunder shall be addressed to the County, c/o the LHCB at 1240 26th Ave. Ct. SW, Cedar Rapids, Iowa 52404, and to _____, or such other place or places as County or ASAC-HOI shall, respectively, from time to time, designate by appropriate notice in writing. All notices provided to be given hereunder shall be sent by United States registered mail, postage prepaid.

VIII. AUTHORIZATION

ASAC-HOI entered into this Agreement pursuant to and by authority of its Board of Directors at its meeting _____, 20__.

The foregoing statements, with the attachments incorporated herein, constitute the full and complete agreement between the parties. The agreement shall become effective upon signature by the parties.

Chairperson, Linn County
Board of Supervisors

Date

Stephanie Rosenberg

Authorized Signatory

12/3/2022

Date

Jan Hapraue

Chairperson, Linn County Local Homeless
Coordinating Board

1/30/23

Date

**AGREEMENT BETWEEN
LINN COUNTY/LOCAL HOMELESS COORDINATING BOARD
AND
THE FIRST LUTHERAN SATURDAY EVENING MEAL PROGRAM
FOR PHASE ARPAN EMERGENCY FOOD & SHELTER PROGRAM FUNDS**

THIS AGREEMENT entered into this ____ day of _____, 20____, between Linn County (hereinafter referred to as County) and the First Lutheran Saturday Evening Meal Program (hereinafter referred to as FL-SEMP).

WHEREAS, the County has applied for and has received funds through the "Emergency Food and Shelter National Board Program" grant (hereinafter referred to as EFSP), which was awarded to the National Board by the U.S. Department of Homeland Security's Federal Emergency Management Agency, and

WHEREAS, said funds are to be used to provide emergency food and/or shelter services which will supplement and extend existing resources, and

WHEREAS, the County has established a Local Board (hereinafter referred to as the Local Homeless Coordinating Board (LHCB) to determine priority needs within Linn County and to oversee local distribution of the federal funds, and

WHEREAS, FL-SEMP is a local nonprofit agency which has the capability of providing emergency food and shelter services within the guidelines established by the EFSP and the LHCB.

NOW, THEREFORE IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and FL-SEMP agree as follows:

I. PURPOSE:

The purpose of this Agreement is to provide for the expenditures of funds received by the County from the EFSP in accordance with the guidelines and regulations established by the EFSP and the LHCB.

II. GENERAL DUTIES:

A. COUNTY SHALL:

1. Make available to FL-SEMP a maximum of Thirty Nine Thousand Five Hundred Dollars and No Cents (\$39500.00) awarded to the County from the EFSP on the condition that said funds are made available to the County by the EFSP.

B. FL-SEMP SHALL:

1. Provide emergency food services to homeless/hungry within Linn County
2. Use funds allocated by the County through the LHCB only to supplement or expand existing emergency food programs or services. Said funds shall not be used to substitute or reimburse ongoing programs and/or services nor shall they be used to establish programs which anticipate a need for services.
3. Maintain its status as a private nonprofit corporation with a volunteer Board of Directors and provide the County with a current roster of its Board of Directors.
4. Provide the County with copies of Minutes of the Board of Directors meeting authorizing the application for these funds.
5. Obtain any license, approval, and/or accreditation required by state, federal or local law, regulation or administrative rules for operation of its facility and program.
6. Establish within their program a policy prohibiting discrimination based on race, national origin, sex, creed, disability or age.
7. Prohibit religious proselytizing within the program.
8. Maintain a staff, either paid or volunteer, which is competent, ethical and qualified to provide the services required.
9. Read and comply with the Eligible and Ineligible Costs of this Program as described in the EFSP Responsibilities and Requirements Manual (hereinafter referred to as Attachment A) and Phase Key Change and Clarifications (hereinafter referred to as Attachment B) and Addendums (hereinafter referred to as Attachment C). The most up to date version of these documents will be provided to you with each phase.
10. Ensure that all staff, both paid and volunteer, receives adequate education, training, information and supervision.
11. Establish policies regarding client rights and responsibilities, client confidentiality and a client grievance and appeals procedure.
12. Establish a policy and procedure for reporting abuse and neglect of children and dependent adult abuse and neglect and shall make a copy of the policy available to the County.
13. Assure that it has no known Emergency Food and Shelter compliance exceptions in this or any other jurisdiction.
14. Have a Federal Employer Identification Number (FEIN) and a Data Universal Number System (DUNS) number issued by Dun & Bradstreet.
15. To the extent practicable, involve homeless individuals and families, through employment, volunteer programs, etc., in providing emergency food and shelter services.
16. As a recipient of EFSP funds, complete, sign and return the "Phase ARPAR Fiscal Agent/Fiscal Conduit Agency Relationship Certification" online.

III. RECORDKEEPING AND METHOD OF PAYMENT

A. FL-SEMP SHALL:

1. Maintain a spreadsheet documenting all expenditures as described in Attachment A and submit it along with the request for reimbursement.
2. Submit to the County a request for reimbursement that includes a log of the number of clients served under this program, dates of service and the total reimbursement requested from the County. Reimbursement requests must be received by the County no later than the 15th of the month for the preceding month.
3. Request reimbursement only of expenses which are eligible according to the guidelines and regulations established by the EFSP and the LHCB.
4. Maintain and make available to the County upon request for a minimum of three (3) years documentation of all program expenditures made.
5. Submit requests for reimbursement of eligible expenses to the County based upon the unit cost established in paragraph IV of this Agreement.
6. Maintain an accounting system approved by the County.
7. Ensure that an independent audit of FL-SEMP is conducted at least annually, if receiving more than \$50,000 in EFSP funds and provide a copy of that audit to the County.
8. Provide in a timely manner to the County any documents, reports or records which are necessary to ensure compliance with the regulations of this program.
9. Share information with the LHCB that: outlines program activities, explains how EFSP funding is being used and provides the number of persons being served on a monthly basis.
10. Provide the County with a program budget reflecting all funding sources.
11. Account for all funds and close-out the program within two (2) weeks of the close of the funding year. Any funds unused at the close of the funding year must be returned to the County. *The Phase ARPAP Funding Period for Linn County runs from 11/1/2021 through 4/30/2023.*

B. COUNTY SHALL:

1. Request payment of program funds from the EFSP upon receipt of reimbursement request from FL-SEMP.
2. Reimburse FL-SEMP as funds are made available to the County from the EFSP.
3. Be obligated to provide said funds only if said funds are made available to the County from the EFSP.

IV. AGREEMENT UNIT COST RATE

The Agreement unit cost rate shall be Three Dollars (\$3.00) per meal.. The County will not pay and FL-SEMP will not submit reimbursement request calculated at a unit rate other than the rate established by this Agreement.

V. INDEMNIFICATION

A. FL-SEMP, its officers, agents, employees and assigns shall agree to save and hold harmless the LHCB, Linn County, Iowa, and the officers, agents and employees of the LHCB and Linn County, Iowa, from any and all liability, claims, damages, attorney's fees, court costs and costs of litigation arising from FL-SEMP operations or performance under this agreement.

B. Prior to receiving any funds, FL-SEMP shall provide to the County proof of general liability insurance in an adequate amount.

VI. ASSIGNMENT, AMENDMENT AND TERMINATION

A. The rights, responsibilities and obligations arising pursuant to the provisions of this Agreement shall be binding on the County and FL-SEMP. Neither party shall assign or transfer its rights, responsibilities or obligations without the prior written consent of the other party.

B. The terms of this Agreement may be altered, amended or supplemented only by written agreement of both parties.

C. This Agreement may be terminated on written notice to the other party only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Failure by either party to abide by the terms of this Agreement and by the rules and guidelines established by the EFSP.

D. Funds allocated to FL-SEMP may be reallocated on written notice to FL-SEMP only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Gross negligence in the use of the EFSP funds or in the operation of the receiving program.
3. Inadequate use of funds or failure to use funds for the purpose intended.
4. Any violation of the rules and guidelines established by the EFSP.
5. A reassessment and realignment of the priority needs within Linn County as determined by the LHCB.

E. If not earlier terminated pursuant to paragraph VI (C) of this Agreement, this Agreement will terminate upon total disbursement of the funds granted to the County by the EFSP.

F. Should any provision of this Agreement be held to be in violation of any statute, law or regulation and therefore be held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

VII. AGREEMENT ADMINISTRATION

A. During the term of this Agreement the LHCB will be the agreement liaison for the County. The Program Director shall be the agreement liaison for FL-SEMP. The LHCB will also monitor performance under this Agreement.

B. All notices provided to be given hereunder shall be addressed to the County, c/o the LHCB at 1240 26th Ave. Ct. SW, Cedar Rapids, Iowa 52404, and to _____, or such other place or places as County or FL-SEMP shall, respectively, from time to time, designate by appropriate notice in writing. All notices provided to be given hereunder shall be sent by United States registered mail, postage prepaid.

VIII. AUTHORIZATION

FL-SEMP entered into this Agreement pursuant to and by authority of its Board of Directors at its meeting 12-13, 2022

The foregoing statements, with the attachments incorporated herein, constitute the full and complete agreement between the parties. The agreement shall become effective upon signature by the parties.

Chairperson, Linn County
Board of Supervisors

Date

Jane Drapane
Chairperson, Linn County Local Homeless
Coordinating Board

1/20/23
Date

Arne H. Reyer - SEMP Board Chair
Authorized Signatory

December 13, 2022
Date

Phase ARPAR

**AGREEMENT BETWEEN
LINN COUNTY/LOCAL HOMELESS COORDINATING BOARD
AND
THE FIRST PRESBYTERIAN SUNDAY EVENING MEAL PROGRAM
FOR PHASE ARPAN EMERGENCY FOOD & SHELTER PROGRAM FUNDS**

THIS AGREEMENT entered into this 2nd day of December, 2022, between Linn County (hereinafter referred to as County) and the First Presbyterian Sunday Evening Meal Program (hereinafter referred to as FP-SEMP).

WHEREAS, the County has applied for and has received funds through the "Emergency Food and Shelter National Board Program" grant (hereinafter referred to as EFSP), which was awarded to the National Board by the U.S. Department of Homeland Security's Federal Emergency Management Agency, and

WHEREAS, said funds are to be used to provide emergency food and/or shelter services which will supplement and extend existing resources, and

WHEREAS, the County has established a Local Board (hereinafter referred to as the Local Homeless Coordinating Board (LHCB) to determine priority needs within Linn County and to oversee local distribution of the federal funds, and

WHEREAS, FP-SEMP is a local nonprofit agency which has the capability of providing emergency food and shelter services within the guidelines established by the EFSP and the LHCB.

NOW, THEREFORE IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and FP-SEMP agree as follows:

I. PURPOSE:

The purpose of this Agreement is to provide for the expenditures of funds received by the County from the EFSP in accordance with the guidelines and regulations established by the EFSP and the LHCB.

II. GENERAL DUTIES:

A. COUNTY SHALL:

1. Make available to FP-SEMP a maximum of Twelve Thousand Dollars and No Cents (\$12000.00) awarded to the County from the EFSP on the condition that said funds are made available to the County by the EFSP.

B. FP-SEMP SHALL:

1. Provide emergency food services to homeless/hungry within Linn County
2. Use funds allocated by the County through the LHCB only to supplement or expand existing emergency food programs or services. Said funds shall not be used to substitute or reimburse ongoing programs and/or services nor shall they be used to establish programs which anticipate a need for services.
3. Maintain its status as a private nonprofit corporation with a volunteer Board of Directors and provide the County with a current roster of its Board of Directors.
4. Provide the County with copies of Minutes of the Board of Directors meeting authorizing the application for these funds.
5. Obtain any license, approval, and/or accreditation required by state, federal or local law, regulation or administrative rules for operation of its facility and program.
6. Establish within their program a policy prohibiting discrimination based on race, national origin, sex, creed, disability or age.
7. Prohibit religious proselytizing within the program.
8. Maintain a staff, either paid or volunteer, which is competent, ethical and qualified to provide the services required.
9. Read and comply with the Eligible and Ineligible Costs of this Program as described in the EFSP Responsibilities and Requirements Manual (hereinafter referred to as Attachment A) and Phase Key Change and Clarifications (hereinafter referred to as Attachment B) and Addendums (hereinafter referred to as Attachment C). The most up to date version of these documents will be provided to you with each phase.
10. Ensure that all staff, both paid and volunteer, receives adequate education, training, information and supervision.
11. Establish policies regarding client rights and responsibilities, client confidentiality and a client grievance and appeals procedure.
12. Establish a policy and procedure for reporting abuse and neglect of children and dependent adult abuse and neglect and shall make a copy of the policy available to the County.
13. Assure that it has no known Emergency Food and Shelter compliance exceptions in this or any other jurisdiction.
14. Have a Federal Employer Identification Number (FEIN) and a Data Universal Number System (DUNS) number issued by Dun & Bradstreet.
15. To the extent practicable, involve homeless individuals and families, through employment, volunteer programs, etc., in providing emergency food and shelter services.
16. As a recipient of EFSP funds, complete, sign and return the "Phase ARPAN Fiscal Agent/Fiscal Conduit Agency Relationship Certification" online.

III. RECORDKEEPING AND METHOD OF PAYMENT

A. FP-SEMP SHALL:

1. Maintain a spreadsheet documenting all expenditures as described in Attachment A and submit it along with the request for reimbursement.
2. Submit to the County a request for reimbursement that includes a log of the number of clients served under this program, dates of service and the total reimbursement requested from the County. Reimbursement requests must be received by the County no later than the 15th of the month for the preceding month.
3. Request reimbursement only of expenses which are eligible according to the guidelines and regulations established by the EFSP and the LHCB.
4. Maintain and make available to the County upon request for a minimum of three (3) years documentation of all program expenditures made.
5. Submit requests for reimbursement of eligible expenses to the County based upon the unit cost established in paragraph IV of this Agreement.
6. Maintain an accounting system approved by the County.
7. Ensure that an independent audit of FP-SEMP is conducted at least annually, if receiving more than \$50,000 in EFSP funds and provide a copy of that audit to the County.
8. Provide in a timely manner to the County any documents, reports or records which are necessary to ensure compliance with the regulations of this program.
9. Share information with the LHCB that: outlines program activities, explains how EFSP funding is being used and provides the number of persons being served on a monthly basis.
10. Provide the County with a program budget reflecting all funding sources.
11. Account for all funds and close-out the program within two (2) weeks of the close of the funding year. Any funds unused at the close of the funding year must be returned to the County. *The Phase ARPAP Funding Period for Linn County runs from 11/1/2021 through 4/30/2023.*

B. COUNTY SHALL:

1. Request payment of program funds from the EFSP upon receipt of reimbursement request from FP-SEMP.
2. Reimburse FP-SEMP as funds are made available to the County from the EFSP.
3. Be obligated to provide said funds only if said funds are made available to the County from the EFSP.

IV. AGREEMENT UNIT COST RATE

The Agreement unit cost rate shall be Three Dollars (\$3.00) per meal.. The County will not pay and FP-SEMP will not submit reimbursement request calculated at a unit rate other than the rate established by this Agreement.

V. INDEMNIFICATION

A. FP-SEMP, its officers, agents, employees and assigns shall agree to save and hold harmless the LHCB, Linn County, Iowa, and the officers, agents and employees of the LHCB and Linn County, Iowa, from any and all liability, claims, damages, attorney's fees, court costs and costs of litigation arising from FP-SEMP operations or performance under this agreement.

B. Prior to receiving any funds, FP-SEMP shall provide to the County proof of general liability insurance in an adequate amount.

VI. ASSIGNMENT, AMENDMENT AND TERMINATION

A. The rights, responsibilities and obligations arising pursuant to the provisions of this Agreement shall be binding on the County and FP-SEMP. Neither party shall assign or transfer its rights, responsibilities or obligations without the prior written consent of the other party.

B. The terms of this Agreement may be altered, amended or supplemented only by written agreement of both parties.

C. This Agreement may be terminated on written notice to the other party only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Failure by either party to abide by the terms of this Agreement and by the rules and guidelines established by the EFSP.

D. Funds allocated to FP-SEMP may be reallocated on written notice to FP-SEMP only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Gross negligence in the use of the EFSP funds or in the operation of the receiving program.
3. Inadequate use of funds or failure to use funds for the purpose intended.
4. Any violation of the rules and guidelines established by the EFSP.
5. A reassessment and realignment of the priority needs within Linn County as determined by the LHCB.

E. If not earlier terminated pursuant to paragraph VI (C) of this Agreement, this Agreement will terminate upon total disbursement of the funds granted to the County by the EFSP.

F. Should any provision of this Agreement be held to be in violation of any statute, law or regulation and therefore be held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

VII. AGREEMENT ADMINISTRATION

A. During the term of this Agreement the LHCB will be the agreement liaison for the County. The Program Director shall be the agreement liaison for FP-SEMP. The LHCB will also monitor performance under this Agreement.

B. All notices provided to be given hereunder shall be addressed to the County, c/o the LHCB at 1240 26th Ave. Ct. SW, Cedar Rapids, Iowa 52404, and to _____, or such other place or places as County or FP-SEMP shall, respectively, from time to time, designate by appropriate notice in writing. All notices provided to be given hereunder shall be sent by United States registered mail, postage prepaid.

VIII. AUTHORIZATION

FP-SEMP entered into this Agreement pursuant to and by authority of its Board of Directors at its meeting Aug 23, 2012.

The foregoing statements, with the attachments incorporated herein, constitute the full and complete agreement between the parties. The agreement shall become effective upon signature by the parties.

Chairperson, Linn County
Board of Supervisors

Date

Paul Riley
Authorized Signatory

12-2-2022

Date

Jane Arapank
Chairperson, Linn County Local Homeless
Coordinating Board

1/30/23
Date

**AGREEMENT BETWEEN
LINN COUNTY/LOCAL HOMELESS COORDINATING BOARD
AND
THE GREEN SQUARE MEALS, INC.
FOR PHASE ARPAN EMERGENCY FOOD & SHELTER PROGRAM FUNDS**

THIS AGREEMENT entered into this ____ day of _____, 20__, between Linn County (hereinafter referred to as County) and the Green Square Meals, Inc. (hereinafter referred to as GSM).

WHEREAS, the County has applied for and has received funds through the "Emergency Food and Shelter National Board Program" grant (hereinafter referred to as EFSP), which was awarded to the National Board by the U.S. Department of Homeland Security's Federal Emergency Management Agency, and

WHEREAS, said funds are to be used to provide emergency food and/or shelter services which will supplement and extend existing resources, and

WHEREAS, the County has established a Local Board (hereinafter referred to as the Local Homeless Coordinating Board (LHCB) to determine priority needs within Linn County and to oversee local distribution of the federal funds, and

WHEREAS, GSM is a local nonprofit agency which has the capability of providing emergency food and shelter services within the guidelines established by the EFSP and the LHCB.

NOW, THEREFORE IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and GSM agree as follows:

I. PURPOSE:

The purpose of this Agreement is to provide for the expenditures of funds received by the County from the EFSP in accordance with the guidelines and regulations established by the EFSP and the LHCB.

II. GENERAL DUTIES:

A. COUNTY SHALL:

1. Make available to GSM a maximum of Twenty Thousand Dollars and No Cents (\$20000.00) awarded to the County from the EFSP on the condition that said funds are made available to the County by the EFSP.

B. GSM SHALL:

1. Provide emergency food services to homeless/hungry within Linn County
2. Use funds allocated by the County through the LHCB only to supplement or expand existing emergency food programs or services. Said funds shall not be used to substitute or reimburse ongoing programs and/or services nor shall they be used to establish programs which anticipate a need for services.
3. Maintain its status as a private nonprofit corporation with a volunteer Board of Directors and provide the County with a current roster of its Board of Directors.
4. Provide the County with copies of Minutes of the Board of Directors meeting authorizing the application for these funds.
5. Obtain any license, approval, and/or accreditation required by state, federal or local law, regulation or administrative rules for operation of its facility and program.
6. Establish within their program a policy prohibiting discrimination based on race, national origin, sex, creed, disability or age.
7. Prohibit religious proselytizing within the program.
8. Maintain a staff, either paid or volunteer, which is competent, ethical and qualified to provide the services required.
9. Read and comply with the Eligible and Ineligible Costs of this Program as described in the EFSP Responsibilities and Requirements Manual (hereinafter referred to as Attachment A) and Phase Key Change and Clarifications (hereinafter referred to as Attachment B) and Addendums (hereinafter referred to as Attachment C). The most up to date version of these documents will be provided to you with each phase.
10. Ensure that all staff, both paid and volunteer, receives adequate education, training, information and supervision.
11. Establish policies regarding client rights and responsibilities, client confidentiality and a client grievance and appeals procedure.
12. Establish a policy and procedure for reporting abuse and neglect of children and dependent adult abuse and neglect and shall make a copy of the policy available to the County.
13. Assure that it has no known Emergency Food and Shelter compliance exceptions in this or any other jurisdiction.
14. Have a Federal Employer Identification Number (FEIN) and a Data Universal Number System (DUNS) number issued by Dun & Bradstreet.
15. To the extent practicable, involve homeless individuals and families, through employment, volunteer programs, etc., in providing emergency food and shelter services.
16. As a recipient of EFSP funds, complete, sign and return the "Phase ARPAP Fiscal Agent/Fiscal Conduit Agency Relationship Certification" online.

III. RECORDKEEPING AND METHOD OF PAYMENT

A. GSM SHALL:

1. Maintain a spreadsheet documenting all expenditures as described in Attachment A and submit it along with the request for reimbursement.
2. Submit to the County a request for reimbursement that includes a log of the number of clients served under this program, dates of service and the total reimbursement requested from the County. Reimbursement requests must be received by the County no later than the 15th of the month for the preceding month.
3. Request reimbursement only of expenses which are eligible according to the guidelines and regulations established by the EFSP and the LHCB.
4. Maintain and make available to the County upon request for a minimum of three (3) years documentation of all program expenditures made.
5. Submit requests for reimbursement of eligible expenses to the County based upon the unit cost established in paragraph IV of this Agreement.
6. Maintain an accounting system approved by the County.
7. Ensure that an independent audit of GSM is conducted at least annually, if receiving more than \$50,000 in EFSP funds and provide a copy of that audit to the County.
8. Provide in a timely manner to the County any documents, reports or records which are necessary to ensure compliance with the regulations of this program.
9. Share information with the LHCB that: outlines program activities, explains how EFSP funding is being used and provides the number of persons being served on a monthly basis.
10. Provide the County with a program budget reflecting all funding sources.
11. Account for all funds and close-out the program within two (2) weeks of the close of the funding year. Any funds unused at the close of the funding year must be returned to the County. *The Phase ARPARR Funding Period for Linn County runs from 11/1/2021 through 4/30/2023.*

B. COUNTY SHALL:

1. Request payment of program funds from the EFSP upon receipt of reimbursement request from GSM.
2. Reimburse GSM as funds are made available to the County from the EFSP.
3. Be obligated to provide said funds only if said funds are made available to the County from the EFSP.

IV. AGREEMENT UNIT COST RATE

The Agreement unit cost rate shall be Three Dollars (\$3.00) per meal.. The County will not pay and GSM will not submit reimbursement request calculated at a unit rate other than the rate established by this Agreement.

V. INDEMNIFICATION

A. GSM, its officers, agents, employees and assigns shall agree to save and hold harmless the LHCB, Linn County, Iowa, and the officers, agents and employees of the LHCB and Linn County, Iowa, from any and all liability, claims, damages, attorney's fees, court costs and costs of litigation arising from GSM operations or performance under this agreement.

B. Prior to receiving any funds, GSM shall provide to the County proof of general liability insurance in an adequate amount.

VI. ASSIGNMENT, AMENDMENT AND TERMINATION

A. The rights, responsibilities and obligations arising pursuant to the provisions of this Agreement shall be binding on the County and GSM. Neither party shall assign or transfer its rights, responsibilities or obligations without the prior written consent of the other party.

B. The terms of this Agreement may be altered, amended or supplemented only by written agreement of both parties.

C. This Agreement may be terminated on written notice to the other party only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Failure by either party to abide by the terms of this Agreement and by the rules and guidelines established by the EFSP.

D. Funds allocated to GSM may be reallocated on written notice to GSM only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Gross negligence in the use of the EFSP funds or in the operation of the receiving program.
3. Inadequate use of funds or failure to use funds for the purpose intended.
4. Any violation of the rules and guidelines established by the EFSP.
5. A reassessment and realignment of the priority needs within Linn County as determined by the LHCB.

E. If not earlier terminated pursuant to paragraph VI (C) of this Agreement, this Agreement will terminate upon total disbursement of the funds granted to the County by the EFSP.

F. Should any provision of this Agreement be held to be in violation of any statute, law or regulation and therefore be held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

VII. AGREEMENT ADMINISTRATION

A. During the term of this Agreement the LHCB will be the agreement liaison for the County. The Program Director shall be the agreement liaison for GSM. The LHCB will also monitor performance under this Agreement.

B. All notices provided to be given hereunder shall be addressed to the County, c/o the LHCB at 1240 26th Ave. Ct. SW, Cedar Rapids, Iowa 52404, and to _____, or such other place or places as County or GSM shall, respectively, from time to time, designate by appropriate notice in writing. All notices provided to be given hereunder shall be sent by United States registered mail, postage prepaid.

VIII. AUTHORIZATION

GSM entered into this Agreement pursuant to and by authority of its Board of Directors at its meeting NOV 10, 2022

The foregoing statements, with the attachments incorporated herein, constitute the full and complete agreement between the parties. The agreement shall become effective upon signature by the parties.

Chairperson, Linn County
Board of Supervisors

Date

Jane Drapane
Chairperson, Linn County Local Homeless
Coordinating Board

1/20/23
Date

Jim A. Quince
Authorized Signatory

12-4-22
Date

**AGREEMENT BETWEEN
LINN COUNTY/LOCAL HOMELESS COORDINATING BOARD
AND
THE THE SALVATION ARMY COMMUNITY MEAL PROGRAM
FOR PHASE ARPAR EMERGENCY FOOD & SHELTER PROGRAM FUNDS**

THIS AGREEMENT entered into this ____ day of _____, 20__, between Linn County (hereinafter referred to as County) and the The Salvation Army Community Meal Program (hereinafter referred to as TSA).

WHEREAS, the County has applied for and has received funds through the "Emergency Food and Shelter National Board Program" grant (hereinafter referred to as EFSP), which was awarded to the National Board by the U.S. Department of Homeland Security's Federal Emergency Management Agency, and

WHEREAS, said funds are to be used to provide emergency food and/or shelter services which will supplement and extend existing resources, and

WHEREAS, the County has established a Local Board (hereinafter referred to as the Local Homeless Coordinating Board (LHCB) to determine priority needs within Linn County and to oversee local distribution of the federal funds, and

WHEREAS, TSA is a local nonprofit agency which has the capability of providing emergency food and shelter services within the guidelines established by the EFSP and the LHCB.

NOW, THEREFORE IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and TSA agree as follows:

I. PURPOSE:

The purpose of this Agreement is to provide for the expenditures of funds received by the County from the EFSP in accordance with the guidelines and regulations established by the EFSP and the LHCB.

II. GENERAL DUTIES:

A. COUNTY SHALL:

1. Make available to TSA a maximum of Thirty Nine Thousand Five Hundred Dollars and No Cents (\$39500.00) awarded to the County from the EFSP on the condition that said funds are made available to the County by the EFSP.

B. TSA SHALL:

1. Provide emergency food services to homeless/hungry within Linn County
2. Use funds allocated by the County through the LHCB only to supplement or expand existing emergency food programs or services. Said funds shall not be used to substitute or reimburse ongoing programs and/or services nor shall they be used to establish programs which anticipate a need for services.
3. Maintain its status as a private nonprofit corporation with a volunteer Board of Directors and provide the County with a current roster of its Board of Directors.
4. Provide the County with copies of Minutes of the Board of Directors meeting authorizing the application for these funds.
5. Obtain any license, approval, and/or accreditation required by state, federal or local law, regulation or administrative rules for operation of its facility and program.
6. Establish within their program a policy prohibiting discrimination based on race, national origin, sex, creed, disability or age.
7. Prohibit religious proselytizing within the program.
8. Maintain a staff, either paid or volunteer, which is competent, ethical and qualified to provide the services required.
9. Read and comply with the Eligible and Ineligible Costs of this Program as described in the EFSP Responsibilities and Requirements Manual (hereinafter referred to as Attachment A) and Phase Key Change and Clarifications (hereinafter referred to as Attachment B) and Addendums (hereinafter referred to as Attachment C). The most up to date version of these documents will be provided to you with each phase.
10. Ensure that all staff, both paid and volunteer, receives adequate education, training, information and supervision.
11. Establish policies regarding client rights and responsibilities, client confidentiality and a client grievance and appeals procedure.
12. Establish a policy and procedure for reporting abuse and neglect of children and dependent adult abuse and neglect and shall make a copy of the policy available to the County.
13. Assure that it has no known Emergency Food and Shelter compliance exceptions in this or any other jurisdiction.
14. Have a Federal Employer Identification Number (FEIN) and a Data Universal Number System (DUNS) number issued by Dun & Bradstreet.
15. To the extent practicable, involve homeless individuals and families, through employment, volunteer programs, etc., in providing emergency food and shelter services.
16. As a recipient of EFSP funds, complete, sign and return the "Phase ARPAP Fiscal Agent/Fiscal Conduit Agency Relationship Certification" online.

III. RECORDKEEPING AND METHOD OF PAYMENT

A. TSA SHALL:

1. Maintain a spreadsheet documenting all expenditures as described in Attachment A and submit it along with the request for reimbursement.
2. Submit to the County a request for reimbursement that includes a log of the number of clients served under this program, dates of service and the total reimbursement requested from the County. Reimbursement requests must be received by the County no later than the 15th of the month for the preceding month.
3. Request reimbursement only of expenses which are eligible according to the guidelines and regulations established by the EFSP and the LHCB.
4. Maintain and make available to the County upon request for a minimum of three (3) years documentation of all program expenditures made.
5. Submit requests for reimbursement of eligible expenses to the County based upon the unit cost established in paragraph IV of this Agreement.
6. Maintain an accounting system approved by the County.
7. Ensure that an independent audit of TSA is conducted at least annually, if receiving more than \$50,000 in EFSP funds and provide a copy of that audit to the County.
8. Provide in a timely manner to the County any documents, reports or records which are necessary to ensure compliance with the regulations of this program.
9. Share information with the LHCB that: outlines program activities, explains how EFSP funding is being used and provides the number of persons being served on a monthly basis.
10. Provide the County with a program budget reflecting all funding sources.
11. Account for all funds and close-out the program within two (2) weeks of the close of the funding year. Any funds unused at the close of the funding year must be returned to the County. *The Phase ARPAP Funding Period for Linn County runs from 11/1/2021 through 4/30/2023.*

B. COUNTY SHALL:

1. Request payment of program funds from the EFSP upon receipt of reimbursement request from TSA.
2. Reimburse TSA as funds are made available to the County from the EFSP.
3. Be obligated to provide said funds only if said funds are made available to the County from the EFSP.

IV. AGREEMENT UNIT COST RATE

The Agreement unit cost rate shall be Three Dollars (\$3.00) per meal.. The County will not pay and TSA will not submit reimbursement request calculated at a unit rate other than the rate established by this Agreement.

V. INDEMNIFICATION

A. TSA, its officers, agents, employees and assigns shall agree to save and hold harmless the LHCB, Linn County, Iowa, and the officers, agents and employees of the LHCB and Linn County, Iowa, from any and all liability, claims, damages, attorney's fees, court costs and costs of litigation arising from TSA operations or performance under this agreement.

B. Prior to receiving any funds, TSA shall provide to the County proof of general liability insurance in an adequate amount.

VI. ASSIGNMENT, AMENDMENT AND TERMINATION

A. The rights, responsibilities and obligations arising pursuant to the provisions of this Agreement shall be binding on the County and TSA. Neither party shall assign or transfer its rights, responsibilities or obligations without the prior written consent of the other party.

B. The terms of this Agreement may be altered, amended or supplemented only by written agreement of both parties.

C. This Agreement may be terminated on written notice to the other party only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Failure by either party to abide by the terms of this Agreement and by the rules and guidelines established by the EFSP.

D. Funds allocated to TSA may be reallocated on written notice to TSA only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Gross negligence in the use of the EFSP funds or in the operation of the receiving program.
3. Inadequate use of funds or failure to use funds for the purpose intended.
4. Any violation of the rules and guidelines established by the EFSP.
5. A reassessment and realignment of the priority needs within Linn County as determined by the LHCB.

E. If not earlier terminated pursuant to paragraph VI (C) of this Agreement, this Agreement will terminate upon total disbursement of the funds granted to the County by the EFSP.

F. Should any provision of this Agreement be held to be in violation of any statute, law or regulation and therefore be held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

VII. AGREEMENT ADMINISTRATION

A. During the term of this Agreement the LHCB will be the agreement liaison for the County. The Program Director shall be the agreement liaison for TSA. The LHCB will also monitor performance under this Agreement.

B. All notices provided to be given hereunder shall be addressed to the County, c/o the LHCB at 1240 26th Ave. Ct. SW, Cedar Rapids, Iowa 52404, and to _____, or such other place or places as County or TSA shall, respectively, from time to time, designate by appropriate notice in writing. All notices provided to be given hereunder shall be sent by United States registered mail, postage prepaid.

VIII. AUTHORIZATION

TSA entered into this Agreement pursuant to and by authority of its Board of Directors at its meeting _____, 20__.

The foregoing statements, with the attachments incorporated herein, constitute the full and complete agreement between the parties. The agreement shall become effective upon signature by the parties.

Chairperson, Linn County
Board of Supervisors

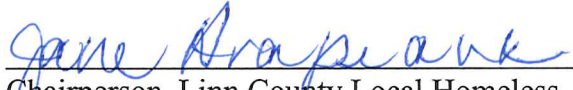
Date



Authorized Signatory

1-12-23

Date



Chairperson, Linn County Local Homeless
Coordinating Board

1/20/23

Date

**AGREEMENT BETWEEN
LINN COUNTY/LOCAL HOMELESS COORDINATING BOARD
AND
THE FIRST UNITED METHODIST CHURCH "FLY"
FOR PHASE ARPAN EMERGENCY FOOD & SHELTER PROGRAM FUNDS**

THIS AGREEMENT entered into this 17 day of January, 2022, between Linn County (hereinafter referred to as County) and the First United Methodist Church "FLY" (hereinafter referred to as FLY).

WHEREAS, the County has applied for and has received funds through the "Emergency Food and Shelter National Board Program" grant (hereinafter referred to as EFSP), which was awarded to the National Board by the U.S. Department of Homeland Security's Federal Emergency Management Agency, and

WHEREAS, said funds are to be used to provide emergency food and/or shelter services which will supplement and extend existing resources, and

WHEREAS, the County has established a Local Board (hereinafter referred to as the Local Homeless Coordinating Board (LHCB) to determine priority needs within Linn County and to oversee local distribution of the federal funds, and

WHEREAS, FLY is a local nonprofit agency which has the capability of providing emergency food and shelter services within the guidelines established by the EFSP and the LHCB.

NOW, THEREFORE IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and FLY agree as follows:

I. PURPOSE:

The purpose of this Agreement is to provide for the expenditures of funds received by the County from the EFSP in accordance with the guidelines and regulations established by the EFSP and the LHCB.

II. GENERAL DUTIES:

A. COUNTY SHALL:

1. Make available to FLY a maximum of Ten Thousand Dollars and No Cents (\$10000.00) awarded to the County from the EFSP on the condition that said funds are made available to the County by the EFSP.

B. FLY SHALL:

1. Provide emergency food services to homeless/hungry within Linn County
2. Use funds allocated by the County through the LHCB only to supplement or expand existing emergency food programs or services. Said funds shall not be used to substitute or reimburse ongoing programs and/or services nor shall they be used to establish programs which anticipate a need for services.
3. Maintain its status as a private nonprofit corporation with a volunteer Board of Directors and provide the County with a current roster of its Board of Directors.
4. Provide the County with copies of Minutes of the Board of Directors meeting authorizing the application for these funds.
5. Obtain any license, approval, and/or accreditation required by state, federal or local law, regulation or administrative rules for operation of its facility and program.
6. Establish within their program a policy prohibiting discrimination based on race, national origin, sex, creed, disability or age.
7. Prohibit religious proselytizing within the program.
8. Maintain a staff, either paid or volunteer, which is competent, ethical and qualified to provide the services required.
9. Read and comply with the Eligible and Ineligible Costs of this Program as described in the EFSP Responsibilities and Requirements Manual (hereinafter referred to as Attachment A) and Phase Key Change and Clarifications (hereinafter referred to as Attachment B) and Addendums (hereinafter referred to as Attachment C). The most up to date version of these documents will be provided to you with each phase.
10. Ensure that all staff, both paid and volunteer, receives adequate education, training, information and supervision.
11. Establish policies regarding client rights and responsibilities, client confidentiality and a client grievance and appeals procedure.
12. Establish a policy and procedure for reporting abuse and neglect of children and dependent adult abuse and neglect and shall make a copy of the policy available to the County.
13. Assure that it has no known Emergency Food and Shelter compliance exceptions in this or any other jurisdiction.
14. Have a Federal Employer Identification Number (FEIN) and a Data Universal Number System (DUNS) number issued by Dun & Bradstreet.
15. To the extent practicable, involve homeless individuals and families, through employment, volunteer programs, etc., in providing emergency food and shelter services.
16. As a recipient of EFSP funds, complete, sign and return the "Phase ARPAP Fiscal Agent/Fiscal Conduit Agency Relationship Certification" online.

III. RECORDKEEPING AND METHOD OF PAYMENT

A. FLY SHALL:

1. Maintain a spreadsheet documenting all expenditures as described in Attachment A and submit it along with the request for reimbursement.
2. Submit to the County a request for reimbursement that includes a log of the number of clients served under this program, dates of service and the total reimbursement requested from the County. Reimbursement requests must be received by the County no later than the 15th of the month for the preceding month.
3. Request reimbursement only of expenses which are eligible according to the guidelines and regulations established by the EFSP and the LHCB.
4. Maintain and make available to the County upon request for a minimum of three (3) years documentation of all program expenditures made.
5. Submit requests for reimbursement of eligible expenses to the County based upon the unit cost established in paragraph IV of this Agreement.
6. Maintain an accounting system approved by the County.
7. Ensure that an independent audit of FLY is conducted at least annually, if receiving more than \$50,000 in EFSP funds and provide a copy of that audit to the County.
8. Provide in a timely manner to the County any documents, reports or records which are necessary to ensure compliance with the regulations of this program.
9. Share information with the LHCB that: outlines program activities, explains how EFSP funding is being used and provides the number of persons being served on a monthly basis.
10. Provide the County with a program budget reflecting all funding sources.
11. Account for all funds and close-out the program within two (2) weeks of the close of the funding year. Any funds unused at the close of the funding year must be returned to the County. ***The Phase ARPAP Funding Period for Linn County runs from 11/1/2021 through 4/30/2023.***

B. COUNTY SHALL:

1. Request payment of program funds from the EFSP upon receipt of reimbursement request from FLY.
2. Reimburse FLY as funds are made available to the County from the EFSP.
3. Be obligated to provide said funds only if said funds are made available to the County from the EFSP.

IV. AGREEMENT UNIT COST RATE

The Agreement unit cost rate shall be Three Dollars (\$3.00) per meal.. The County will not pay and FLY will not submit reimbursement request calculated at a unit rate other than the rate established by this Agreement.

V. INDEMNIFICATION

A. FLY, its officers, agents, employees and assigns shall agree to save and hold harmless the LHCB, Linn County, Iowa, and the officers, agents and employees of the LHCB and Linn County, Iowa, from any and all liability, claims, damages, attorney's fees, court costs and costs of litigation arising from FLY operations or performance under this agreement.

B. Prior to receiving any funds, FLY shall provide to the County proof of general liability insurance in an adequate amount.

VI. ASSIGNMENT, AMENDMENT AND TERMINATION

A. The rights, responsibilities and obligations arising pursuant to the provisions of this Agreement shall be binding on the County and FLY. Neither party shall assign or transfer its rights, responsibilities or obligations without the prior written consent of the other party.

B. The terms of this Agreement may be altered, amended or supplemented only by written agreement of both parties.

C. This Agreement may be terminated on written notice to the other party only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Failure by either party to abide by the terms of this Agreement and by the rules and guidelines established by the EFSP.

D. Funds allocated to FLY may be reallocated on written notice to FLY only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Gross negligence in the use of the EFSP funds or in the operation of the receiving program.
3. Inadequate use of funds or failure to use funds for the purpose intended.
4. Any violation of the rules and guidelines established by the EFSP.
5. A reassessment and realignment of the priority needs within Linn County as determined by the LHCB.

E. If not earlier terminated pursuant to paragraph VI (C) of this Agreement, this Agreement will terminate upon total disbursement of the funds granted to the County by the EFSP.

F. Should any provision of this Agreement be held to be in violation of any statute, law or regulation and therefore be held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

VII. AGREEMENT ADMINISTRATION

A. During the term of this Agreement the LHCB will be the agreement liaison for the County. The Program Director shall be the agreement liaison for FLY. The LHCB will also monitor performance under this Agreement.

B. All notices provided to be given hereunder shall be addressed to the County, c/o the LHCB at 1240 26th Ave. Ct. SW, Cedar Rapids, Iowa 52404, and to FLY Program Director, 1298 7th Avenue, Marion, IA 52302, or such other place or places as County or FLY shall, respectively, from time to time, designate by appropriate notice in writing. All notices provided to be given hereunder shall be sent by United States registered mail, postage prepaid.

VIII. AUTHORIZATION

FLY entered into this Agreement pursuant to and by authority of its Board of Directors at its meeting January 12, 2023

The foregoing statements, with the attachments incorporated herein, constitute the full and complete agreement between the parties. The agreement shall become effective upon signature by the parties.

Chairperson, Linn County
Board of Supervisors

Date

Authorized Signatory

Date

[Signature]
Chairperson, Linn County Local Homeless
Coordinating Board

1/30/23
Date

**AGREEMENT BETWEEN
LINN COUNTY/LOCAL HOMELESS COORDINATING BOARD
AND
THE HORIZONS MEALS ON WHEELS
FOR PHASE ARPAR EMERGENCY FOOD & SHELTER PROGRAM FUNDS**

THIS AGREEMENT entered into this 5th day of December , 2022, between Linn County (hereinafter referred to as County) and the Horizons Meals on Wheels (hereinafter referred to as MOW).

WHEREAS, the County has applied for and has received funds through the "Emergency Food and Shelter National Board Program" grant (hereinafter referred to as EFSP), which was awarded to the National Board by the U.S. Department of Homeland Security's Federal Emergency Management Agency, and

WHEREAS, said funds are to be used to provide emergency food and/or shelter services which will supplement and extend existing resources, and

WHEREAS, the County has established a Local Board (hereinafter referred to as the Local Homeless Coordinating Board (LHCB) to determine priority needs within Linn County and to oversee local distribution of the federal funds, and

WHEREAS, MOW is a local nonprofit agency which has the capability of providing emergency food and shelter services within the guidelines established by the EFSP and the LHCB.

NOW, THEREFORE IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and MOW agree as follows:

I. PURPOSE:

The purpose of this Agreement is to provide for the expenditures of funds received by the County from the EFSP in accordance with the guidelines and regulations established by the EFSP and the LHCB.

II. GENERAL DUTIES:

A. COUNTY SHALL:

1. Make available to MOW a maximum of Twenty Five Thousand Dollars and No Cents (\$25000.00) awarded to the County from the EFSP on the condition that said funds are made available to the County by the EFSP.

B. MOW SHALL:

1. Provide emergency food services to homeless/hungry within Linn County
2. Use funds allocated by the County through the LHCB only to supplement or expand existing emergency food programs or services. Said funds shall not be used to substitute or reimburse ongoing programs and/or services nor shall they be used to establish programs which anticipate a need for services.
3. Maintain its status as a private nonprofit corporation with a volunteer Board of Directors and provide the County with a current roster of its Board of Directors.
4. Provide the County with copies of Minutes of the Board of Directors meeting authorizing the application for these funds.
5. Obtain any license, approval, and/or accreditation required by state, federal or local law, regulation or administrative rules for operation of its facility and program.
6. Establish within their program a policy prohibiting discrimination based on race, national origin, sex, creed, disability or age.
7. Prohibit religious proselytizing within the program.
8. Maintain a staff, either paid or volunteer, which is competent, ethical and qualified to provide the services required.
9. Read and comply with the Eligible and Ineligible Costs of this Program as described in the EFSP Responsibilities and Requirements Manual (hereinafter referred to as Attachment A) and Phase Key Change and Clarifications (hereinafter referred to as Attachment B) and Addendums (hereinafter referred to as Attachment C). The most up to date version of these documents will be provided to you with each phase.
10. Ensure that all staff, both paid and volunteer, receives adequate education, training, information and supervision.
11. Establish policies regarding client rights and responsibilities, client confidentiality and a client grievance and appeals procedure.
12. Establish a policy and procedure for reporting abuse and neglect of children and dependent adult abuse and neglect and shall make a copy of the policy available to the County.
13. Assure that it has no known Emergency Food and Shelter compliance exceptions in this or any other jurisdiction.
14. Have a Federal Employer Identification Number (FEIN) and a Data Universal Number System (DUNS) number issued by Dun & Bradstreet.
15. To the extent practicable, involve homeless individuals and families, through employment, volunteer programs, etc., in providing emergency food and shelter services.
16. As a recipient of EFSP funds, complete, sign and return the "Phase ARPAR Fiscal Agent/Fiscal Conduit Agency Relationship Certification" online.

III. RECORDKEEPING AND METHOD OF PAYMENT

A. MOW SHALL:

1. Maintain a spreadsheet documenting all expenditures as described in Attachment A and submit it along with the request for reimbursement.
2. Submit to the County a request for reimbursement that includes a log of the number of clients served under this program, dates of service and the total reimbursement requested from the County. Reimbursement requests must be received by the County no later than the 15th of the month for the preceding month.
3. Request reimbursement only of expenses which are eligible according to the guidelines and regulations established by the EFSP and the LHCB.
4. Maintain and make available to the County upon request for a minimum of three (3) years documentation of all program expenditures made.
5. Submit requests for reimbursement of eligible expenses to the County based upon the unit cost established in paragraph IV of this Agreement.
6. Maintain an accounting system approved by the County.
7. Ensure that an independent audit of MOW is conducted at least annually, if receiving more than \$50,000 in EFSP funds and provide a copy of that audit to the County.
8. Provide in a timely manner to the County any documents, reports or records which are necessary to ensure compliance with the regulations of this program.
9. Share information with the LHCB that: outlines program activities, explains how EFSP funding is being used and provides the number of persons being served on a monthly basis.
10. Provide the County with a program budget reflecting all funding sources.
11. Account for all funds and close-out the program within two (2) weeks of the close of the funding year. Any funds unused at the close of the funding year must be returned to the County. *The Phase ARPAP Funding Period for Linn County runs from 11/1/2021 through 4/30/2023.*

B. COUNTY SHALL:

1. Request payment of program funds from the EFSP upon receipt of reimbursement request from MOW.
2. Reimburse MOW as funds are made available to the County from the EFSP.
3. Be obligated to provide said funds only if said funds are made available to the County from the EFSP.

IV. AGREEMENT UNIT COST RATE

The Agreement unit cost rate shall be Three Dollars (\$3.00) per meal.. The County will not pay and MOW will not submit reimbursement request calculated at a unit rate other than the rate established by this Agreement.

V. INDEMNIFICATION

A. MOW, its officers, agents, employees and assigns shall agree to save and hold harmless the LHCB, Linn County, Iowa, and the officers, agents and employees of the LHCB and Linn County, Iowa, from any and all liability, claims, damages, attorney's fees, court costs and costs of litigation arising from MOW operations or performance under this agreement.

B. Prior to receiving any funds, MOW shall provide to the County proof of general liability insurance in an adequate amount.

VI. ASSIGNMENT, AMENDMENT AND TERMINATION

A. The rights, responsibilities and obligations arising pursuant to the provisions of this Agreement shall be binding on the County and MOW. Neither party shall assign or transfer its rights, responsibilities or obligations without the prior written consent of the other party.

B. The terms of this Agreement may be altered, amended or supplemented only by written agreement of both parties.

C. This Agreement may be terminated on written notice to the other party only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Failure by either party to abide by the terms of this Agreement and by the rules and guidelines established by the EFSP.

D. Funds allocated to MOW may be reallocated on written notice to MOW only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Gross negligence in the use of the EFSP funds or in the operation of the receiving program.
3. Inadequate use of funds or failure to use funds for the purpose intended.
4. Any violation of the rules and guidelines established by the EFSP.
5. A reassessment and realignment of the priority needs within Linn County as determined by the LHCB.

E. If not earlier terminated pursuant to paragraph VI (C) of this Agreement, this Agreement will terminate upon total disbursement of the funds granted to the County by the EFSP.

F. Should any provision of this Agreement be held to be in violation of any statute, law or regulation and therefore be held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

VII. AGREEMENT ADMINISTRATION

A. During the term of this Agreement the LHCB will be the agreement liaison for the County. The Program Director shall be the agreement liaison for MOW. The LHCB will also monitor performance under this Agreement.

B. All notices provided to be given hereunder shall be addressed to the County, c/o the LHCB at 1240 26th Ave. Ct. SW, Cedar Rapids, Iowa 52404, and to Horizons, A Family Service Alliance, P.O. Box 667, Cedar Rapids, IA 52406-0667, or such other, place or places as County or MOW shall, respectively, from time to time, designate by appropriate notice in writing. All notices provided to be given hereunder shall be sent by United States registered mail, postage prepaid.

VIII. AUTHORIZATION

MOW entered into this Agreement pursuant to and by authority of its Board of Directors at its meeting December 2, 2022.

The foregoing statements, with the attachments incorporated herein, constitute the full and complete agreement between the parties. The agreement shall become effective upon signature by the parties.

Chairperson, Linn County
Board of Supervisors

Date

Authorized Signatory

Date

Chairperson, Linn County Local Homeless
Coordinating Board

Date

**AGREEMENT BETWEEN
LINN COUNTY/LOCAL HOMELESS COORDINATING BOARD
AND
THE CATHERINE MCAULEY CENTER
FOR PHASE ARPAR EMERGENCY FOOD & SHELTER PROGRAM FUNDS**

THIS AGREEMENT entered into this 6th day of January, 2023 between Linn County (hereinafter referred to as County) and the Catherine McAuley Center (hereinafter referred to as CMC).

WHEREAS, the County has applied for and has received funds through the "Emergency Food and Shelter National Board Program" grant (hereinafter referred to as EFSP), which was awarded to the National Board by the U.S. Department of Homeland Security's Federal Emergency Management Agency, and

WHEREAS, said funds are to be used to provide emergency food and/or shelter services which will supplement and extend existing resources, and

WHEREAS, the County has established a Local Board (hereinafter referred to as the Local Homeless Coordinating Board (LHCB) to determine priority needs within Linn County and to oversee local distribution of the federal funds, and

WHEREAS, CMC is a local nonprofit agency which has the capability of providing emergency food and shelter services within the guidelines established by the EFSP and the LHCB.

NOW, THEREFORE IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and CMC agree as follows:

I. PURPOSE:

The purpose of this Agreement is to provide for the expenditures of funds received by the County from the EFSP in accordance with the guidelines and regulations established by the EFSP and the LHCB.

II. GENERAL DUTIES:

A. COUNTY SHALL:

1. Make available to CMC a maximum of Nine Thousand Eight Hundred Fifty Dollars and No Cents (\$9850.00) awarded to the County from the EFSP on the condition that said funds are made available to the County by the EFSP.

B. CMC SHALL:

1. Provide emergency shelter to homeless women and children within Linn County
2. Use funds allocated by the County through the LHCB only to supplement or expand existing emergency food programs or services. Said funds shall not be used to substitute or reimburse ongoing programs and/or services nor shall they be used to establish programs which anticipate a need for services.
3. Maintain its status as a private nonprofit corporation with a volunteer Board of Directors and provide the County with a current roster of its Board of Directors.
4. Provide the County with copies of Minutes of the Board of Directors meeting authorizing the application for these funds.
5. Obtain any license, approval, and/or accreditation required by state, federal or local law, regulation or administrative rules for operation of its facility and program.
6. Establish within their program a policy prohibiting discrimination based on race, national origin, sex, creed, disability or age.
7. Prohibit religious proselytizing within the program.
8. Maintain a staff, either paid or volunteer, which is competent, ethical and qualified to provide the services required.
9. Read and comply with the Eligible and Ineligible Costs of this Program as described in the EFSP Responsibilities and Requirements Manual (hereinafter referred to as Attachment A) and Phase Key Change and Clarifications (hereinafter referred to as Attachment B) and Addendums (hereinafter referred to as Attachment C). The most up to date version of these documents will be provided to you with each phase.
10. Ensure that all staff, both paid and volunteer, receives adequate education, training, information and supervision.
11. Establish policies regarding client rights and responsibilities, client confidentiality and a client grievance and appeals procedure.
12. Establish a policy and procedure for reporting abuse and neglect of children and dependent adult abuse and neglect and shall make a copy of the policy available to the County.
13. Assure that it has no known Emergency Food and Shelter compliance exceptions in this or any other jurisdiction.
14. Have a Federal Employer Identification Number (FEIN) and a Data Universal Number System (DUNS) number issued by Dun & Bradstreet.
15. To the extent practicable, involve homeless individuals and families, through employment, volunteer programs, etc., in providing emergency food and shelter services.
16. As a recipient of EFSP funds, complete, sign and return the "Phase ARPAP Fiscal Agent/Fiscal Conduit Agency Relationship Certification" online.

III. RECORDKEEPING AND METHOD OF PAYMENT

A. CMC SHALL:

1. Maintain a spreadsheet documenting all expenditures as described in Attachment A and submit it along with the request for reimbursement.
2. Submit to the County a request for reimbursement that includes a log of the number of clients served under this program, dates of service and the total reimbursement requested from the County. Reimbursement requests must be received by the County no later than the 15th of the month for the preceding month.
3. Request reimbursement only of expenses which are eligible according to the guidelines and regulations established by the EFSP and the LHCB.
4. Maintain and make available to the County upon request for a minimum of three (3) years documentation of all program expenditures made.
5. Submit requests for reimbursement of eligible expenses to the County based upon the unit cost established in paragraph IV of this Agreement.
6. Maintain an accounting system approved by the County.
7. Ensure that an independent audit of CMC is conducted at least annually, if receiving more than \$50,000 in EFSP funds and provide a copy of that audit to the County.
8. Provide in a timely manner to the County any documents, reports or records which are necessary to ensure compliance with the regulations of this program.
9. Share information with the LHCB that: outlines program activities, explains how EFSP funding is being used and provides the number of persons being served on a monthly basis.
10. Provide the County with a program budget reflecting all funding sources.
11. Account for all funds and close-out the program within two (2) weeks of the close of the funding year. Any funds unused at the close of the funding year must be returned to the County. *The Phase ARPAP Funding Period for Linn County runs from 11/1/2021 through 4/30/2023.*

B. COUNTY SHALL:

1. Request payment of program funds from the EFSP upon receipt of reimbursement request from CMC.
2. Reimburse CMC as funds are made available to the County from the EFSP.
3. Be obligated to provide said funds only if said funds are made available to the County from the EFSP.

IV. AGREEMENT UNIT COST RATE

The Agreement unit cost rate shall be Twelve Dollars and Fifty Center (\$12.50) per diem.. The County will not pay and CMC will not submit reimbursement request calculated at a unit rate other than the rate established by this Agreement.

V. INDEMNIFICATION

A. CMC, its officers, agents, employees and assigns shall agree to save and hold harmless the LHCB, Linn County, Iowa, and the officers, agents and employees of the LHCB and Linn County, Iowa, from any and all liability, claims, damages, attorney's fees, court costs and costs of litigation arising from CMC operations or performance under this agreement.

B. Prior to receiving any funds, CMC shall provide to the County proof of general liability insurance in an adequate amount.

VI. ASSIGNMENT, AMENDMENT AND TERMINATION

A. The rights, responsibilities and obligations arising pursuant to the provisions of this Agreement shall be binding on the County and CMC. Neither party shall assign or transfer its rights, responsibilities or obligations without the prior written consent of the other party.

B. The terms of this Agreement may be altered, amended or supplemented only by written agreement of both parties.

C. This Agreement may be terminated on written notice to the other party only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Failure by either party to abide by the terms of this Agreement and by the rules and guidelines established by the EFSP.

D. Funds allocated to CMC may be reallocated on written notice to CMC only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Gross negligence in the use of the EFSP funds or in the operation of the receiving program.
3. Inadequate use of funds or failure to use funds for the purpose intended.
4. Any violation of the rules and guidelines established by the EFSP.
5. A reassessment and realignment of the priority needs within Linn County as determined by the LHCB.

E. If not earlier terminated pursuant to paragraph VI (C) of this Agreement, this Agreement will terminate upon total disbursement of the funds granted to the County by the EFSP.

F. Should any provision of this Agreement be held to be in violation of any statute, law or regulation and therefore be held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

VII. AGREEMENT ADMINISTRATION

A. During the term of this Agreement the LHCB will be the agreement liaison for the County. The Program Director shall be the agreement liaison for CMC. The LHCB will also monitor performance under this Agreement.

B. All notices provided to be given hereunder shall be addressed to the County, c/o the LHCB at 1240 26th Ave. Ct. SW, Cedar Rapids, Iowa 52404, and to Paula Land, 1220 5th Ave SE, Cedar Rapids IA 52403, or such other place or places as County or CMC shall, respectively, from time to time, designate by appropriate notice in writing. All notices provided to be given hereunder shall be sent by United States registered mail, postage prepaid.

VIII. AUTHORIZATION

CMC entered into this Agreement pursuant to and by authority of its Board of Directors at its meeting 7/26, 2022

The foregoing statements, with the attachments incorporated herein, constitute the full and complete agreement between the parties. The agreement shall become effective upon signature by the parties.

Chairperson, Linn County
Board of Supervisors

Date

Paula Land

Authorized Signatory

Date

1/6/2023

Jane Arapian
Chairperson, Linn County Local Homeless
Coordinating Board

Date

1/30/23

**AGREEMENT BETWEEN
LINN COUNTY/LOCAL HOMELESS COORDINATING BOARD
AND
THE WILLIS DADY EMERGENCY SHELTER
FOR PHASE ARPAR EMERGENCY FOOD & SHELTER PROGRAM FUNDS**

THIS AGREEMENT entered into this 30 day of Nov, 2022 between Linn County (hereinafter referred to as County) and the Willis Dady Emergency Shelter (hereinafter referred to as WDES).

WHEREAS, the County has applied for and has received funds through the "Emergency Food and Shelter National Board Program" grant (hereinafter referred to as EFSP), which was awarded to the National Board by the U.S. Department of Homeland Security's Federal Emergency Management Agency, and

WHEREAS, said funds are to be used to provide emergency food and/or shelter services which will supplement and extend existing resources, and

WHEREAS, the County has established a Local Board (hereinafter referred to as the Local Homeless Coordinating Board (LHCB) to determine priority needs within Linn County and to oversee local distribution of the federal funds, and

WHEREAS, WDES is a local nonprofit agency which has the capability of providing emergency food and shelter services within the guidelines established by the EFSP and the LHCB.

NOW, THEREFORE IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and WDES agree as follows:

I. PURPOSE:

The purpose of this Agreement is to provide for the expenditures of funds received by the County from the EFSP in accordance with the guidelines and regulations established by the EFSP and the LHCB.

II. GENERAL DUTIES:

A. COUNTY SHALL:

1. Make available to WDES a maximum of Fifty Thousand Dollars and No Cents (\$50000.00) awarded to the County from the EFSP on the condition that said funds are made available to the County by the EFSP.

B. WDES SHALL:

1. Provide emergency shelter to homeless women and children within Linn County
2. Use funds allocated by the County through the LHCB only to supplement or expand existing emergency food programs or services. Said funds shall not be used to substitute or reimburse ongoing programs and/or services nor shall they be used to establish programs which anticipate a need for services.
3. Maintain its status as a private nonprofit corporation with a volunteer Board of Directors and provide the County with a current roster of its Board of Directors.
4. Provide the County with copies of Minutes of the Board of Directors meeting authorizing the application for these funds.
5. Obtain any license, approval, and/or accreditation required by state, federal or local law, regulation or administrative rules for operation of its facility and program.
6. Establish within their program a policy prohibiting discrimination based on race, national origin, sex, creed, disability or age.
7. Prohibit religious proselytizing within the program.
8. Maintain a staff, either paid or volunteer, which is competent, ethical and qualified to provide the services required.
9. Read and comply with the Eligible and Ineligible Costs of this Program as described in the EFSP Responsibilities and Requirements Manual (hereinafter referred to as Attachment A) and Phase Key Change and Clarifications (hereinafter referred to as Attachment B) and Addendums (hereinafter referred to as Attachment C). The most up to date version of these documents will be provided to you with each phase.
10. Ensure that all staff, both paid and volunteer, receives adequate education, training, information and supervision.
11. Establish policies regarding client rights and responsibilities, client confidentiality and a client grievance and appeals procedure.
12. Establish a policy and procedure for reporting abuse and neglect of children and dependent adult abuse and neglect and shall make a copy of the policy available to the County.
13. Assure that it has no known Emergency Food and Shelter compliance exceptions in this or any other jurisdiction.
14. Have a Federal Employer Identification Number (FEIN) and a Data Universal Number System (DUNS) number issued by Dun & Bradstreet.
15. To the extent practicable, involve homeless individuals and families, through employment, volunteer programs, etc., in providing emergency food and shelter services.
16. As a recipient of EFSP funds, complete, sign and return the "Phase ARPAP Fiscal Agent/Fiscal Conduit Agency Relationship Certification" online.

III. RECORDKEEPING AND METHOD OF PAYMENT

A. WDES SHALL:

1. Maintain a spreadsheet documenting all expenditures as described in Attachment A and submit it along with the request for reimbursement.
2. Submit to the County a request for reimbursement that includes a log of the number of clients served under this program, dates of service and the total reimbursement requested from the County. Reimbursement requests must be received by the County no later than the 15th of the month for the preceding month.
3. Request reimbursement only of expenses which are eligible according to the guidelines and regulations established by the EFSP and the LHCB.
4. Maintain and make available to the County upon request for a minimum of three (3) years documentation of all program expenditures made.
5. Submit requests for reimbursement of eligible expenses to the County based upon the unit cost established in paragraph IV of this Agreement.
6. Maintain an accounting system approved by the County.
7. Ensure that an independent audit of WDES is conducted at least annually, if receiving more than \$50,000 in EFSP funds and provide a copy of that audit to the County.
8. Provide in a timely manner to the County any documents, reports or records which are necessary to ensure compliance with the regulations of this program.
9. Share information with the LHCB that: outlines program activities, explains how EFSP funding is being used and provides the number of persons being served on a monthly basis.
10. Provide the County with a program budget reflecting all funding sources.
11. Account for all funds and close-out the program within two (2) weeks of the close of the funding year. Any funds unused at the close of the funding year must be returned to the County. *The Phase ARPAP Funding Period for Linn County runs from 11/1/2021 through 4/30/2023.*

B. COUNTY SHALL:

1. Request payment of program funds from the EFSP upon receipt of reimbursement request from WDES.
2. Reimburse WDES as funds are made available to the County from the EFSP.
3. Be obligated to provide said funds only if said funds are made available to the County from the EFSP.

IV. AGREEMENT UNIT COST RATE

The Agreement unit cost rate shall be Twelve Dollars and Fifty Center (\$12.50) per diem.. The County will not pay and WDES will not submit reimbursement request calculated at a unit rate other than the rate established by this Agreement.

V. INDEMNIFICATION

A. WDES, its officers, agents, employees and assigns shall agree to save and hold harmless the LHCB, Linn County, Iowa, and the officers, agents and employees of the LHCB and Linn County, Iowa, from any and all liability, claims, damages, attorney's fees, court costs and costs of litigation arising from WDES operations or performance under this agreement.

B. Prior to receiving any funds, WDES shall provide to the County proof of general liability insurance in an adequate amount.

VI. ASSIGNMENT, AMENDMENT AND TERMINATION

A. The rights, responsibilities and obligations arising pursuant to the provisions of this Agreement shall be binding on the County and WDES. Neither party shall assign or transfer its rights, responsibilities or obligations without the prior written consent of the other party.

B. The terms of this Agreement may be altered, amended or supplemented only by written agreement of both parties.

C. This Agreement may be terminated on written notice to the other party only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Failure by either party to abide by the terms of this Agreement and by the rules and guidelines established by the EFSP.

D. Funds allocated to WDES may be reallocated on written notice to WDES only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Gross negligence in the use of the EFSP funds or in the operation of the receiving program.
3. Inadequate use of funds or failure to use funds for the purpose intended.
4. Any violation of the rules and guidelines established by the EFSP.
5. A reassessment and realignment of the priority needs within Linn County as determined by the LHCB.

E. If not earlier terminated pursuant to paragraph VI (C) of this Agreement, this Agreement will terminate upon total disbursement of the funds granted to the County by the EFSP.

F. Should any provision of this Agreement be held to be in violation of any statute, law or regulation and therefore be held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

VII. AGREEMENT ADMINISTRATION

A. During the term of this Agreement the LHCB will be the agreement liaison for the County. The Program Director shall be the agreement liaison for WDES. The LHCB will also monitor performance under this Agreement.

B. All notices provided to be given hereunder shall be addressed to the County, c/o the LHCB at 1240 26th Ave. Ct. SW, Cedar Rapids, Iowa 52404, and to WDES 1247 4TH Ave SE Cedar Rapids, IA 52403 or such other place or places as County or WDES shall, respectively, from time to time, designate by appropriate notice in writing. All notices provided to be given hereunder shall be sent by United States registered mail, postage prepaid.

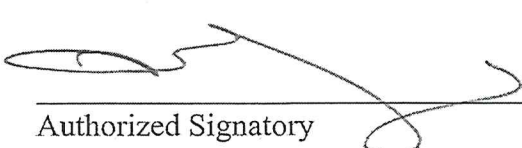
VIII. AUTHORIZATION

WDES entered into this Agreement pursuant to and by authority of its Board of Directors at its meeting March 20 22

The foregoing statements, with the attachments incorporated herein, constitute the full and complete agreement between the parties. The agreement shall become effective upon signature by the parties.

Chairperson, Linn County
Board of Supervisors

Date



Authorized Signatory

11/30/2022

Date



Chairperson, Linn County Local Homeless
Coordinating Board

1/30/23

Date

**AGREEMENT BETWEEN
LINN COUNTY/LOCAL HOMELESS COORDINATING BOARD
AND
THE WAYPOINT SERVICES MADGE PHILLIPS CENTER
FOR PHASE ARPAN EMERGENCY FOOD & SHELTER PROGRAM FUNDS**

THIS AGREEMENT entered into this 2nd day of Dec, 2022 between Linn County (hereinafter referred to as County) and the Waypoint Services Madge Phillips Center (hereinafter referred to as WS-MPC).

WHEREAS, the County has applied for and has received funds through the "Emergency Food and Shelter National Board Program" grant (hereinafter referred to as EFSP), which was awarded to the National Board by the U.S. Department of Homeland Security's Federal Emergency Management Agency, and

WHEREAS, said funds are to be used to provide emergency food and/or shelter services which will supplement and extend existing resources, and

WHEREAS, the County has established a Local Board (hereinafter referred to as the Local Homeless Coordinating Board (LHCB) to determine priority needs within Linn County and to oversee local distribution of the federal funds, and

WHEREAS, WS-MPC is a local nonprofit agency which has the capability of providing emergency food and shelter services within the guidelines established by the EFSP and the LHCB.

NOW, THEREFORE IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and WS-MPC agree as follows:

I. PURPOSE:

The purpose of this Agreement is to provide for the expenditures of funds received by the County from the EFSP in accordance with the guidelines and regulations established by the EFSP and the LHCB.

II. GENERAL DUTIES:

A. COUNTY SHALL:

1. Make available to WS-MPC a maximum of Fifty Thousand Dollars and No Cents (\$50000.00) awarded to the County from the EFSP on the condition that said funds are made available to the County by the EFSP.

B. WS-MPC SHALL:

1. Provide emergency shelter to homeless women and children within Linn County
2. Use funds allocated by the County through the LHCB only to supplement or expand existing emergency food programs or services. Said funds shall not be used to substitute or reimburse ongoing programs and/or services nor shall they be used to establish programs which anticipate a need for services.
3. Maintain its status as a private nonprofit corporation with a volunteer Board of Directors and provide the County with a current roster of its Board of Directors.
4. Provide the County with copies of Minutes of the Board of Directors meeting authorizing the application for these funds.
5. Obtain any license, approval, and/or accreditation required by state, federal or local law, regulation or administrative rules for operation of its facility and program.
6. Establish within their program a policy prohibiting discrimination based on race, national origin, sex, creed, disability or age.
7. Prohibit religious proselytizing within the program.
8. Maintain a staff, either paid or volunteer, which is competent, ethical and qualified to provide the services required.
9. Read and comply with the Eligible and Ineligible Costs of this Program as described in the EFSP Responsibilities and Requirements Manual (hereinafter referred to as Attachment A) and Phase Key Change and Clarifications (hereinafter referred to as Attachment B) and Addendums (hereinafter referred to as Attachment C). The most up to date version of these documents will be provided to you with each phase.
10. Ensure that all staff, both paid and volunteer, receives adequate education, training, information and supervision.
11. Establish policies regarding client rights and responsibilities, client confidentiality and a client grievance and appeals procedure.
12. Establish a policy and procedure for reporting abuse and neglect of children and dependent adult abuse and neglect and shall make a copy of the policy available to the County.
13. Assure that it has no known Emergency Food and Shelter compliance exceptions in this or any other jurisdiction.
14. Have a Federal Employer Identification Number (FEIN) and a Data Universal Number System (DUNS) number issued by Dun & Bradstreet.
15. To the extent practicable, involve homeless individuals and families, through employment, volunteer programs, etc., in providing emergency food and shelter services.
16. As a recipient of EFSP funds, complete, sign and return the "Phase ARPAP Fiscal Agent/Fiscal Conduit Agency Relationship Certification" online.

III. RECORDKEEPING AND METHOD OF PAYMENT

A. WS-MPC SHALL:

1. Maintain a spreadsheet documenting all expenditures as described in Attachment A and submit it along with the request for reimbursement.
2. Submit to the County a request for reimbursement that includes a log of the number of clients served under this program, dates of service and the total reimbursement requested from the County. Reimbursement requests must be received by the County no later than the 15th of the month for the preceding month.
3. Request reimbursement only of expenses which are eligible according to the guidelines and regulations established by the EFSP and the LHCB.
4. Maintain and make available to the County upon request for a minimum of three (3) years documentation of all program expenditures made.
5. Submit requests for reimbursement of eligible expenses to the County based upon the unit cost established in paragraph IV of this Agreement.
6. Maintain an accounting system approved by the County.
7. Ensure that an independent audit of WS-MPC is conducted at least annually, if receiving more than \$50,000 in EFSP funds and provide a copy of that audit to the County.
8. Provide in a timely manner to the County any documents, reports or records which are necessary to ensure compliance with the regulations of this program.
9. Share information with the LHCB that: outlines program activities, explains how EFSP funding is being used and provides the number of persons being served on a monthly basis.
10. Provide the County with a program budget reflecting all funding sources.
11. Account for all funds and close-out the program within two (2) weeks of the close of the funding year. Any funds unused at the close of the funding year must be returned to the County. *The Phase ARPAP Funding Period for Linn County runs from 11/1/2021 through 4/30/2023.*

B. COUNTY SHALL:

1. Request payment of program funds from the EFSP upon receipt of reimbursement request from WS-MPC.
2. Reimburse WS-MPC as funds are made available to the County from the EFSP.
3. Be obligated to provide said funds only if said funds are made available to the County from the EFSP.

IV. AGREEMENT UNIT COST RATE

The Agreement unit cost rate shall be Twelve Dollars and Fifty Center (\$12.50) per diem.. The County will not pay and WS-MPC will not submit reimbursement request calculated at a unit rate other than the rate established by this Agreement.

V. INDEMNIFICATION

A. WS-MPC, its officers, agents, employees and assigns shall agree to save and hold harmless the LHCB, Linn County, Iowa, and the officers, agents and employees of the LHCB and Linn County, Iowa, from any and all liability, claims, damages, attorney's fees, court costs and costs of litigation arising from WS-MPC operations or performance under this agreement.

B. Prior to receiving any funds, WS-MPC shall provide to the County proof of general liability insurance in an adequate amount.

VI. ASSIGNMENT, AMENDMENT AND TERMINATION

A. The rights, responsibilities and obligations arising pursuant to the provisions of this Agreement shall be binding on the County and WS-MPC. Neither party shall assign or transfer its rights, responsibilities or obligations without the prior written consent of the other party.

B. The terms of this Agreement may be altered, amended or supplemented only by written agreement of both parties.

C. This Agreement may be terminated on written notice to the other party only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Failure by either party to abide by the terms of this Agreement and by the rules and guidelines established by the EFSP.

D. Funds allocated to WS-MPC may be reallocated on written notice to WS-MPC only under one or more of the following conditions:

1. Failure of the EFSP to provide any portion of the funds as originally awarded to the County.
2. Gross negligence in the use of the EFSP funds or in the operation of the receiving program.
3. Inadequate use of funds or failure to use funds for the purpose intended.
4. Any violation of the rules and guidelines established by the EFSP.
5. A reassessment and realignment of the priority needs within Linn County as determined by the LHCB.

E. If not earlier terminated pursuant to paragraph VI (C) of this Agreement, this Agreement will terminate upon total disbursement of the funds granted to the County by the EFSP.

F. Should any provision of this Agreement be held to be in violation of any statute, law or regulation and therefore be held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

VII. AGREEMENT ADMINISTRATION

A. During the term of this Agreement the LHCB will be the agreement liaison for the County. The Program Director shall be the agreement liaison for WS-MPC. The LHCB will also monitor performance under this Agreement.

B. All notices provided to be given hereunder shall be addressed to the County, c/o the LHCB at 1240 26th Ave. Ct. SW, Cedar Rapids, Iowa 52404, and
to _____,
or such other place or places as County or WS-MPC shall, respectively, from time to time, designate by appropriate notice in writing. All notices provided to be given hereunder shall be sent by United States registered mail, postage prepaid.

VIII. AUTHORIZATION

WS-MPC entered into this Agreement pursuant to and by authority of its Board of Directors at its meeting _____, 20__.

The foregoing statements, with the attachments incorporated herein, constitute the full and complete agreement between the parties. The agreement shall become effective upon signature by the parties.

Chairperson, Linn County
Board of Supervisors

Jane Drapauk

Chairperson, Linn County Local Homeless
Coordinating Board

Date

1/30/23

Date

Larry Kennedy

Authorized Signatory

12-2-22

Date

RESOLUTION NO. 2023 – 02 –

**A RESOLUTION TO PROVIDE FOR A NOTICE OF PUBLIC HEARING ON THE
PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED TOTAL COST
FOR THE LINN COUNTY SECONDARY ROAD DISTRICT 1 SHOP BUILDING – PHASE 2 PROJECT,
AND FOR THE TAKING OF BIDS ON SAID PROJECT**

WHEREAS, it is proposed that the Linn County, Iowa Board of Supervisors (the “Board”) authorize the construction of the public improvement(s) as described in the proposed plans, specifications, and form of contract prepared by Martin Gardner Architecture (the “Project Architect”), which may be hereinafter referred to as the “Linn County Secondary Road District 1 Shop Building – Phase 2 Project”, or the “Project”; and,

WHEREAS, the proposed plans, specifications, form of contract, and estimated total cost for the project (the “Contract Documents”) are on file with the Board; and,

WHEREAS, it is necessary to set a time and place for a public hearing on the Contract Documents, to publish a Notice of Public Hearing on the Contract Documents, and to advertise for sealed bids on the Project.

BE IT THEREFORE RESOLVED by the Board as follows:

1. The Board hereby approves the proposed contract documents referred to in this Resolution, as prepared by the Project Architect, in their preliminary form.
2. The Board hereby determines that the Project is necessary and desirable for Linn County (the “County”) and finds that it is in the best interest of the County to proceed toward the construction of the Project.
3. The Board shall hold a public hearing on the proposed contract documents on February 27 at 10:00 am in the Formal Board Room of the Linn County Public Service Center located at 935 – 2nd Street SW, Cedar Rapids, Iowa, at which time any interested person may appear and file objections to the proposed Contract Documents, and, after hearing objections, the Board may proceed with approval of said Contract Documents.
4. The Board hereby authorizes and directs the publication of a notice of public hearing on the Contract Documents for the Project at least once, not less than four (4) nor more than twenty (20) days before the date of the hearing in one or more newspapers that meet the requirements of Iowa Code Section 618.14.
5. The Board hereby delegates to the Linn County Purchasing Director and/or his designee(s) the duty of receiving bids for the construction of the Project until 2:00 pm on February 24, 2023, at the Jean Oxley Linn County Public Service Center in Cedar Rapids, Iowa.

6. The Board hereby sets February 27, 2023, at 10:00 am in the Formal Board Room of the Jean Oxley Linn County Public Service Center as the time and place that the Board or its designee will open and announce the bids received for construction of the Project, and that the Board will consider said bids.
7. The Board hereby fixes the amount of the bid security to accompany each bid at five (5) percent of the amount of the bid.
8. The Board hereby authorizes and directs advertisement for sealed bids for the Project in accordance with Iowa Code Section 26.3.

PASSED AND APPROVED this 1st day of February, 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

ATTEST:

Joel D. 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 D. Miller, Linn County Auditor