

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 8, 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**Resolutions**

Resolution to establish surface treatment costs for seal coat and dust control palliatives for 2023

Resolution Accepting Work Covering the Priority #3 Linn County Facilities Derecho Repairs Project

Contract and Agreements

Approve and sign a 28E Agreement with the City of Cedar Rapids for a hot mix asphalt (HMA) overlay project on Beverly Road from just east of Highway 151 to the concrete pavement near Edgewood Road.

Approve and sign a 28E Agreement with the City of Fairfax for a hot mix asphalt (HMA) overlay project on Beverly Road from just east of Highway 151 to the concrete pavement near Edgewood Road.

Authorize Chair to sign an amended contract 5883HC08 between Iowa Department of Public Health and Linn County Community Services for HIV Client Services Program for the contract period April 1, 2022 through March 31, 2023. This contract is amended to adjust line-item funding in Article IX - Budget. There is no change in the contract amount and the available funding remains \$998,223

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and LBA Foundation for the CR Dreams Expansion Project in the amount of \$35,450.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and LBA Foundation for the Refugee & Immigrant Center Youth Navigator in the amount of \$111,435.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and The Linn County Community Action Fund for the Youth Leadership Fund – Fellowship Program in the amount of \$66,700.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the Refugee & Immigrant Association for the Together We Can Initiative in the amount of \$10,000.00.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Payroll Authorizations

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

Claims

Discuss and decide on claims.

Third and final consideration of Ordinance Amendment, rezoning case JR23-0001, request of Linn County Board of Supervisors, owner, and Linn County Planning & Development, petitioner, to rezone approximately 7.58 acres 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.

Discuss Fiscal Year 2024 SF 634 resolution on total maximum property tax dollars, authorize publication of Max Levy Notice, and set the public hearing to be on March 1, 2023 at 10:00 a.m.

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.

RESOLUTION # _____

ESTABLISH SURFACE TREATMENT COSTS

WHEREAS, the Board of Supervisors, Linn County, Iowa, has developed a policy regulating dust control, and

WHEREAS, the Board of Supervisors, Linn County, Iowa by that policy annually sets prices for seal coat and dust control palliatives.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Linn County, Iowa this date, meeting in lawful session, and upon recommendation of the Linn County Engineer, does hereby establish the following prices for dust palliative and road surface treatments applied by and through the Linn County Secondary Road Department as listed below:

- | | |
|--|--|
| • MC-3000 Single Seal – 1 st seal (0.30 gal./sq. yd.) | \$8.50 per foot |
| • MC-3000 Single Seal - 2 nd seal (additional) | \$4.50 per foot |
| • Paved Drive Adjustment/Replacement | \$6.00 per square foot |
| • Rock (10 ton minimum) | \$15.00 per ton(driveway rock during project) |
| • Rock (10 ton minimum) | \$2.00 per foot per 1" thickness(road rock adjacent to frontage) |

These prices shall remain in effect for the 2023 calendar year.

Moved by Supervisor _____ Seconded by Supervisor _____

that the above resolution be adopted this _____ day of _____, 2023 by a vote of _____ aye _____ nay and _____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

RESOLUTION NO. 2023 – 2 –

**A RESOLUTION ACCEPTING WORK COVERING THE
PRIORITY #3 LINN COUNTY FACILITIES DERECHO REPAIRS PROJECT**

WHEREAS, Martin Gardner Architecture, P.C. is the Project Architect (“Architect”) for the Priority #3 Linn County Facilities Derecho Repairs Project” (“Project”); and,

WHEREAS, the Architect reviewed, found, and certifies to the Linn County Board of Supervisors (“Board”) that to its best knowledge, information, and belief Tricon General Construction, Inc. (“Contractor”) performed and substantially completed the work of the project in accordance with the terms of the contract documents for said Project.

BE IT THEREFORE RESOLVED that the Board finds and determines that the contractor completed the work of constructing the Project in accordance with the terms of the contract, the Board hereby accepts and approves the work, and the chairperson is authorized to execute the Certificate of Substantial Completion for said Project.

PASSED AND APPROVED this 8th day of February, 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

Aye: ____ Nay: ____ Abstain: ____

ATTEST:

Joel Miller, Linn County Auditor

AIA® Document G704® – 2017
Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Priority #3 Linn County Facilities Derecho Repairs Various locations throughout Linn County, Iowa.	CONTRACT INFORMATION: Contract For: General Construction Date: May 11, 2022	CERTIFICATE INFORMATION: Certificate Number: 001 Date: January 31, 2023
OWNER: <i>(name and address)</i> Linn County Board of Supervisors 935 2nd Street SW Cedar Rapids, IA 52404	ARCHITECT: <i>(name and address)</i> Martin Gardner Architecture, P.C. 700 11th Street Suite 200 Marion, IA 52302	CONTRACTOR: <i>(name and address)</i>

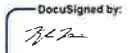
The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

All Portions of the Work.

Martin Gardner
Architecture, P.C.

ARCHITECT *(Firm Name)*

DocuSigned by:

4378455336900403
SIGNATURE

Kyle Martin, AIA, LEED
AP, President

PRINTED NAME AND TITLE

January 23, 2023

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

Not applicable.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

Not applicable.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0.00.

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

Owner responsibilities.

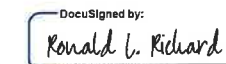
The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Tricon General
Construction, Inc.

CONTRACTOR *(Firm Name)*

Linn County Board of
Supervisors

OWNER *(Firm Name)*

DocuSigned by:

4378455336900403
SIGNATURE

Ron Richards, Owner

PRINTED NAME AND TITLE

Louis J. Zumbach, Chair
Board of Supervisors

PRINTED NAME AND TITLE

2/4/2023 | 04:25:15 PST

DATE

DATE

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

COUNTY AND CITY PROJECT AGREEMENT

This Agreement is entered into this _____ day of _____, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Cedar Rapids, Iowa hereinafter referred to as City.

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, both the City and County desire to have the County plan, design, and let for bidding a construction project to repair and overlay with hot mix asphalt (HMA) the existing asphalt pavement on Beverly Road SW from Highway 151 to the concrete pavement near Edgewood Road ("Project"), and

WHEREAS, portions of the Project will be constructed within Linn County, Cedar Rapids, and shared jurisdictional limits, and

WHEREAS, the City and the County have informed themselves as to the proposed improvement and agree that cooperative action is in the public interest in completing the Project.

IT IS NOW AGREED that the City and County enter into this agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action as follows:

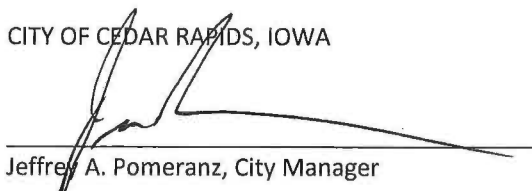
- 1) PURPOSE - The purpose of this Agreement is to accomplish the proposed Project in accordance with the Scope of Work set forth below, and to outline the obligations of the parties hereto.
- 2) CONSIDERATION - The parties acknowledge and agree that completion of the Project is to the mutual benefit of the parties and is satisfactory consideration for their obligations herein.
- 3) ADMINISTRATION - The County shall be responsible for the administration of this Project.
- 4) SCOPE OF WORK - The Project shall consist of the design, letting, and construction of improvements to Beverly Road SW per plans and specifications produced by the County. Work includes hot mix asphalt paving and other items necessary to satisfactorily complete the Project as determined by the County as administrator of the Project.
- 5) FINANCING - The Project shall be jointly funded by the City and County. The County shall pay the upfront cost of the Project and shall seek reimbursement from the City as follows:
 - a) The City agrees to pay the County the entirety of the actual Project costs (including but not limited to design, inspection, plan preparation, construction, etc.) for those portions of the Project constructed

within its corporate limits, as such limits exist at the time the Project is complete.

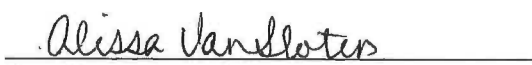
- b) The City shall pay the County an additional 7.5% as administration fees.
 - c) Payment shall be made to the County by the City within thirty (30) days of receipt of an invoice in form and sufficiency acceptable to the City.
 - d) The total Project cost is estimated in Exhibit A. The final costs will be based on actual Project costs.
- 6) TERM; EXPIRATION AND TERMINATION - This Agreement shall commence on the date that both parties sign this Agreement and shall continue until the terms of this Agreement are fulfilled. This Agreement will automatically expire upon final acceptance of the Project by the County and final settlement of the financial conditions set forth in paragraph 5 herein. This Agreement may only be earlier terminated upon the mutual written agreement of the parties. Nothing herein shall relieve the parties of any obligations incurred prior to termination.
- 7) INDEMNIFICATION - The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, suits, judgments, costs, and expenses by any person or persons arising out of any acts or omissions by the City of County, or the officers, agents, or employees of either in the course of any work done in connection with any of the matters set forth in this agreement.
- 8) EXECUTION - This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.
- 9) SEVERABILITY - If any section, provision or part of this Agreement shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
- 10) APPLICABLE LAW - This agreement will be administered in accordance with applicable federal, state, and local laws.
- 11) CHAPTER 28E PROVISIONS. There will be no new or separate legal or administrative entity created by this Agreement. Neither party shall, in furtherance of this Agreement, acquire any real or personal property. The City will file the Agreement with the Iowa Secretary of State as required by law following its execution.

Executed in triplicate, each of which shall constitute as original, by the City on the 26 day of January, 2023 and by the County on the _____ day of _____, _____.

CITY OF CEDAR RAPIDS, IOWA


Jeffrey A. Pomeranz, City Manager

ATTEST:


Alissa Van Sloten, City Clerk

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

LINN COUNTY AUDITOR

EXHIBIT A



Linn County Secondary Road Department Engineer's Estimate

Project No.: LOST-BEVERLY RD(23)

Type of work: HMA Paving

Location: On Beverly Road

Letting Date: February 28, 2023

Estimate Date: December 29, 2022

Late Start Date: 6/26/2023

Completion Date: October 20, 2023

Liquidated Damages: \$1,000/Day

Proposal Guaranty: \$62,500

REF.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITIES				UNIT PRICE	AMOUNT
				DIV 1	DIV 2	DIV 3	TOTAL		
1	2121-7425020	GRANULAR SHLD, TYPE B	TON	612.000	475.000	10.000	1097.000	\$25.00	\$ 27,425.00
2	2212-5070322	PATCH, PARTIAL-DEPTH REPAIR, HMA	SY	100.000	150.000	0.000	250.000	\$110.00	\$ 27,500.00
3	2212-5070330	PATCH BY COUNT (REPAIR)	EACH	6.000	4.000	0.000	10.000	\$400.00	\$ 4,000.00
4	2214-5145150	PAV'T, SCARIFICATION	SY	16366.000	12458.000	375.000	29199.000	\$2.00	\$ 58,398.00
5	2303-0002380	HMA INTERLAYER BASE, 3/8"	TON	989.000	728.000	0.000	1717.000	\$65.00	\$ 111,605.00
6	2303-1031500	HMA ST BASE, 1/2"	TON	1508.000	1092.000	28.000	2628.000	\$65.00	\$ 170,820.00
7	2303-1033500	HMA ST SURF, 1/2", NO FRIC	TON	1723.000	1199.000	27.000	2949.000	\$65.00	\$ 191,685.00
8	2303-1258283	ASPH BINDER, PG 58-28S	TON	194.000	137.000	3.000	334.000	\$700.00	\$ 233,800.00
9	2303-1258346	ASPH BINDER, PG 58-34E	TON	77.000	56.000	0.000	133.000	\$850.00	\$ 113,050.00
10	2527-9263112	PAINTED PAV'T MARK,HIGH-BUILD WATERBORNE	STA	202.810	122.690	0.000	325.500	\$40.00	\$ 13,020.00
11	2527-9263138	PAINTED SYMBOL+LEGEND,HIBUILD WATERBORNE	EACH	2.000	0.000	0.000	2.000	\$500.00	\$ 1,000.00
12	2528-8445110	TRAFFIC CONTROL	LS	0.590	0.400	0.010	1.000	\$10,000.00	\$ 10,000.00
13	2528-8445113	FLAGGER	EACH	29.000	20.000	1.000	50.000	\$500.00	\$ 25,000.00
14	2528-8445115	PILOT CAR	EACH	6.000	3.500	0.500	10.000	\$775.00	\$ 7,750.00
15	2533-4980005	MOBILIZATION	LS	0.590	0.400	0.010	1.000	\$30,000.00	\$ 30,000.00

Division 1: Linn County Secondary Road Department (100%)

Division 2: City of Cedar Rapids (100%)

Division 3: City of Fairfax (100%)

Division 1 Subtotal \$ 588,844.40

Division 2 Subtotal \$ 428,246.100

Division 3 Subtotal \$ 7,962.500

Project Total \$ 1,025,053.00

City of Cedar Rapids Subtotal \$428,246.10

Linn County Project Administration, Design and Inspection Services (7.5%): \$ 32,118.46

City of Cedar Rapids Total Estimate: \$460,364.56

City of Fairfax Subtotal \$7,962.50

Linn County Project Administration, Design and Inspection Services (7.5%): \$ 597.19

City of Fairfax Total Estimate: \$8,559.69

Linn County Estimate: \$ 588,844.40

RESOLUTION NO. 2023-01

**RESOLUTION APPROVING THE BEVERLY ROAD HMA OVERLAY
PROJECT 28E AGREEMENT BETWEEN LINN COUNTY AND THE
CITY OF FAIRFAX**

WHEREAS, Linn County, Iowa intends to complete a Hot Mix Asphalt (HMA) overlay project along Beverly Road from just east of US Highway 151 to west of Edgewood Road; and

WHEREAS, along a short section of Beverly Road, adjacent to the Meadow Oak Condos and just east of US Highway 151, the southern portion of Beverly Road is located within the Fairfax City Limits; and

WHEREAS, Linn County, Iowa has submitted an engineers' estimate that the City of Fairfax's portion of this HMA Overlay Project Cost shall be approximately \$8,600; and

WHEREAS, Linn County, Iowa has prepared and submitted a 28E Agreement between Linn County and the City of Fairfax for the design, administration, and construction of the Beverly Road HMA Overlay Project for the City of Fairfax to share in the costs for the design, administration, and construction of the portion of the Beverly Road HMA Overlay Project to be completed within the City of Fairfax's City Limits.

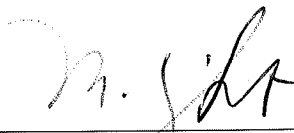
NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Fairfax, Iowa, that the 28E Agreement between Linn County and the City of Fairfax for said Beverly Road HMA Overlay Project is hereby acknowledged and approved on the part of the City of Fairfax, Linn County, Iowa.

BE IT FURTHER RESOLVED, by the City Council of Fairfax, Iowa, that the Mayor Pro Tempore and the City Clerk/Treasurer are hereby authorized and directed to execute said County and City Project Agreement and this Resolution.

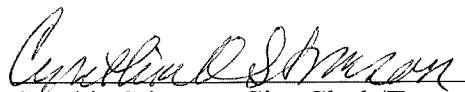
Passed and approved this 10th day of January, 2023.

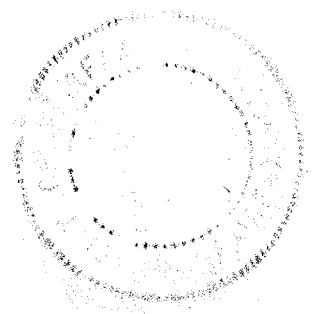
AYES: Nurre, Daly, Pacha, Volk, and Wainwright

NAYS: None


Marianne Wainwright, Mayor Pro Tempore

ATTEST:


Cynthia Stimson, City Clerk/Treasurer



Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

28E AGREEMENT BETWEEN THE COUNTY OF LINN, IOWA AND THE CITY OF FAIRFAX, IOWA FOR THE BEVERLY ROAD ASPHALT PAVING PROJECT

This Agreement is entered into this 10th day of January, by and between Linn County, Iowa, (hereinafter referred to as "County"), and the City of Fairfax, Iowa hereinafter referred to as "City") as follows:

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, both the City and County desire to have the County plan, design, and let for bidding a construction project to repair and overlay with hot mix asphalt (HMA) the existing asphalt pavement on Beverly Road from Highway 151 to the concrete pavement near Edgewood Road ("Project"), and

WHEREAS, portions of the Project will be constructed within shared jurisdictional limits between Linn County and City of Fairfax, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement and agree that cooperative action is in the public interest in completing the Project.

IT IS NOW AGREED that the City and County enter into this Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action as follows:

- 1) **PURPOSE** – The purpose of this Agreement is to provide for the design, letting and construction of improvements to Beverly Road per plans and specifications produced by the County and to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
- 2) **DURATION** - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the Project and settlement of the financial conditions of this agreement.
- 3) **ADMINISTRATION** - The County shall be responsible for the administration of this project. There will be no new or separate legal or administrative entity created by this Agreement. Neither party shall, in furtherance of this Agreement, acquire any real or personal property.
- 4) **INDEMNIFICATION** - The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons to the extent caused by the acts or omissions by the City or County, or the officers, agents, or employees of either, in the course of

any work done in connection with any of the matters set forth in this Agreement.

- 5) **FINANCING** –The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost of construction plus 7.0% administration fees (inspection, design, and project administration) based on the proposed plans and attached project estimate for the portion of the project within their corporate limits as they exist at the time the project is complete. Payment shall be made within 30 days of receipt of the detailed invoice.
- 6) **TERMINATION:**
- a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 6b are met after actual work has begun on the project.
 - b) This agreement will be terminated upon final acceptance of the work by the County and final settlement of the financial conditions set forth in paragraph 5 thereof.
- 7) **EXECUTION** - This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

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

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

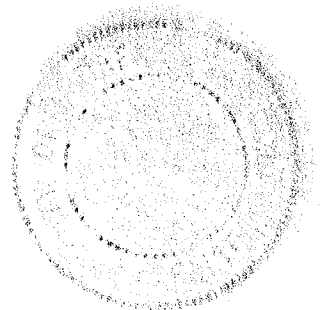
LINN COUNTY AUDITOR

MAYOR Pro Tempore
CITY OF FAIRFAX, IOWA

[Signature]

ATTEST:

[Signature]
FAIRFAX CITY CLERK / TREASURER



Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

28E AGREEMENT BETWEEN THE COUNTY OF LINN, IOWA AND THE CITY OF FAIRFAX, IOWA FOR THE BEVERLY ROAD ASPHALT PAVING PROJECT

This Agreement is entered into this 10th day of January, by and between Linn County, Iowa, (hereinafter referred to as "County"), and the City of Fairfax, Iowa hereinafter referred to as "City") as follows:

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, both the City and County desire to have the County plan, design, and let for bidding a construction project to repair and overlay with hot mix asphalt (HMA) the existing asphalt pavement on Beverly Road from Highway 151 to the concrete pavement near Edgewood Road ("Project"), and

WHEREAS, portions of the Project will be constructed within shared jurisdictional limits between Linn County and City of Fairfax, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement and agree that cooperative action is in the public interest in completing the Project.

IT IS NOW AGREED that the City and County enter into this Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action as follows:

- 1) **PURPOSE** – The purpose of this Agreement is to provide for the design, letting and construction of improvements to Beverly Road per plans and specifications produced by the County and to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
- 2) **DURATION** - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the Project and settlement of the financial conditions of this agreement.
- 3) **ADMINISTRATION** - The County shall be responsible for the administration of this project. There will be no new or separate legal or administrative entity created by this Agreement. Neither party shall, in furtherance of this Agreement, acquire any real or personal property.
- 4) **INDEMNIFICATION** - The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons to the extent caused by the acts or omissions by the City or County, or the officers, agents, or employees of either, in the course of

any work done in connection with any of the matters set forth in this Agreement.

- 5) FINANCING –The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost of construction plus 7.0% administration fees (inspection, design, and project administration) based on the proposed plans and attached project estimate for the portion of the project within their corporate limits as they exist at the time the project is complete. Payment shall be made within 30 days of receipt of the detailed invoice.
- 6) TERMINATION:
- a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 6b are met after actual work has begun on the project.
 - b) This agreement will be terminated upon final acceptance of the work by the County and final settlement of the financial conditions set forth in paragraph 5 thereof.
- 7) EXECUTION - This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

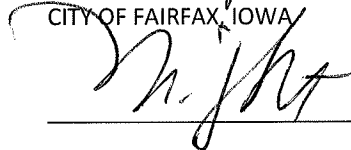
IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to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

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

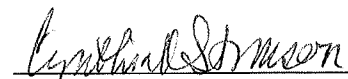
ATTEST:

LINN COUNTY AUDITOR

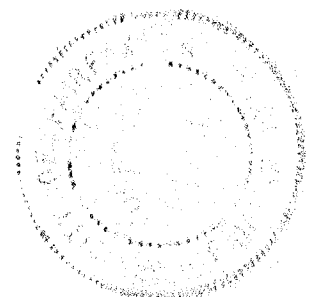
MAYOR Pro Tempore
CITY OF FAIRFAX, IOWA



ATTEST:



FAIRFAX CITY CLERK / TREASURER





Linn County Secondary Road Department Engineer's Estimate

Project No.: LOST-BEVERLY RD(23)

Type of work: HMA Paving

Location: On Beverly Road

Letting Date: February 28, 2023

Estimate Date: December 29, 2022

Late Start Date: 6/26/2023

Completion Date: October 20, 2023

Liquidated Damages: \$1,000/Day

Proposal Guaranty: \$62,500

REF.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITIES				UNIT PRICE	AMOUNT
				DIV 1	DIV 2	DIV 3	TOTAL		
1	2121-7425020	GRANULAR SHLD, TYPE B	TON	612.000	475.000	10.000	1097.000	\$25.00	\$ 27,425.00
2	2212-5070322	PATCH, PARTIAL-DEPTH REPAIR, HMA	SY	100.000	150.000	0.000	250.000	\$110.00	\$ 27,500.00
3	2212-5070330	PATCH BY COUNT (REPAIR)	EACH	6.000	4.000	0.000	10.000	\$400.00	\$ 4,000.00
4	2214-5145150	PAV'T, SCARIFICATION	SY	16366.000	12458.000	375.000	29199.000	\$2.00	\$ 58,398.00
5	2303-0002380	HMA INTERLAYER BASE, 3/8"	TON	989.000	728.000	0.000	1717.000	\$65.00	\$ 111,605.00
6	2303-1031500	HMA ST BASE, 1/2"	TON	1508.000	1092.000	28.000	2628.000	\$65.00	\$ 170,820.00
7	2303-1033500	HMA ST SURF, 1/2", NO FRIC	TON	1723.000	1199.000	27.000	2949.000	\$65.00	\$ 191,685.00
8	2303-1258283	ASPH BINDER, PG 58-28S	TON	194.000	137.000	3.000	334.000	\$700.00	\$ 233,800.00
9	2303-1258346	ASPH BINDER, PG 58-34E	TON	77.000	56.000	0.000	133.000	\$850.00	\$ 113,050.00
10	2527-9263112	PAINTED PAV'T MARK,HIGH-BUILD WATERBORNE	STA	202.810	122.690	0.000	325.500	\$40.00	\$ 13,020.00
11	2527-9263138	PAINTED SYMBOL+LEGEND,HIBUILD WATERBORNE	EACH	2.000	0.000	0.000	2.000	\$500.00	\$ 1,000.00
12	2528-8445110	TRAFFIC CONTROL	LS	0.590	0.400	0.010	1.000	\$10,000.00	\$ 10,000.00
13	2528-8445113	FLAGGER	EACH	29.000	20.000	1.000	50.000	\$500.00	\$ 25,000.00
14	2528-8445115	PILOT CAR	EACH	6.000	3.500	0.500	10.000	\$775.00	\$ 7,750.00
15	2533-4980005	MOBILIZATION	LS	0.590	0.400	0.010	1.000	\$30,000.00	\$ 30,000.00

Division 1: Linn County Secondary Road Department (100%)

Division 2: City of Cedar Rapids (100%)

Division 3: City of Fairfax (100%)

Division 1 Subtotal \$ 588,844.40

Division 2 Subtotal \$ 428,246.100

Division 3 Subtotal \$ 7,962.500

Project Total \$ 1,025,053.00

City of Cedar Rapids Subtotal \$428,246.10

Linn County Project Administration, Design and Inspection Services (7.5%): \$ 32,118.46

City of Cedar Rapids Total Estimate: \$460,364.56

City of Fairfax Subtotal \$7,962.50

Linn County Project Administration, Design and Inspection Services (7.5%): \$ 597.19

City of Fairfax Total Estimate: \$8,559.69

Linn County Estimate: \$ 588,844.40

DATE: January 18, 2023	AMENDMENT #: 4
CONTRACT #: 5883HC08	PROJECT TITLE: HIV Client Services Program
CONTRACTOR: Linn County Treasurer dba Linn County Community Services	TOTAL APPROVED FUNDING: \$998,223.00
CONTRACT PERIOD: April 1, 2022 – March 31, 2023	FUNDING SOURCE: FEDERAL: \$114,878.00 STATE: \$2,538.00 OTHER: \$880,807.00 Interagency State: \$0 Interagency Federal: \$0 Private/Fees/Other: \$880,807.00

This contract is amended to adjust line-item funding in Article IX – Budget.

Article IX - Budget:

Approved Funding	Amendment #4	Updated Contract Award
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A. Case Management

Medical Case Management	\$67,688.00	\$0.00	\$67,688.00
Non-Medical Case Management	\$155,683.00	\$0.00	\$155,683.00
Brief Contact Management	\$111,686.00	\$0.00	\$111,686.00
Maintenance Outreach Support Services April 1, 2022 – June 30, 2022	\$0.00	\$0.00	\$0.00
Maintenance Outreach Support Services July 1, 2022 – March 31, 2023	\$2,538.00	\$0.00	\$2,538.00
Case Management Supplies	\$9,411.00	\$0.00	\$9,411.00

B. Core Medical Services

Early Intervention Services (EIS)	\$0.00	\$0.00	\$0.00
Health Insurance Premium and Cost Sharing Assistance (HIPCSA)	\$22,500.00	\$0.00	\$22,500.00
Home and Community-Based Health Services	\$0.00	\$0.00	\$0.00

	Home Health Care	\$0.00	\$0.00	\$0.00
	Medical Nutrition Therapy	\$0.00	\$0.00	\$0.00
	Mental Health Services	\$0.00	\$0.00	\$0.00
	Oral Health Care	\$0.00	\$0.00	\$0.00
	Outpatient/Ambulatory Health Services (OAHS)	\$0.00	\$0.00	\$0.00
	Substance Abuse Outpatient Care	\$0.00	\$0.00	\$0.00

C. Support Services

	Child Care Services	\$0.00	\$0.00	\$0.00
	Emergency Financial Assistance	\$80,600.00	\$0.00	\$80,600.00
	Food Bank/Home Delivered Meals	\$46,300.00	\$0.00	\$46,300.00
	Health Education/Risk Reduction	\$0.00	\$0.00	\$0.00
	Housing	\$212,527.00	\$0.00	\$212,527.00
	Linguistic Services	\$500.00	\$0.00	\$500.00
	Medical Transportation	\$37,040.00	\$0.00	\$37,040.00
	Other Professional Services	\$0.00	\$0.00	\$0.00
	Outreach Services	\$0.00	\$0.00	\$0.00
	Psychosocial Support Services	\$0.00	\$0.00	\$0.00
	Referral for Health Care and Support Services	\$0.00	+\$38,882.00	\$38,882.00
	Substance Abuse Services (residential)	\$38,882.00	-\$38,882.00	\$0.00

D. Infrastructure Development

	Quality Management activities	\$0.00	\$0.00	\$0.00
	Data Management activities	\$0.00	\$0.00	\$0.00
	Planning and Coordination	\$29,124.00	\$0.00	\$29,124.00
	Capacity Building	\$0.00	\$0.00	\$0.00
	Supplies	\$618.00	\$0.00	\$618.00

E. Benefit Coordination

	Benefit Coordination	\$91,760.00	\$0.00	\$91,760.00
	Benefit Coordination Supplies	\$618.00	\$0.00	\$618.00
Subtotal		\$907,475.00	\$0.00	\$907,475.00
Administration		\$90,748.00	\$0.00	\$90,748.00
Total		\$988,223.00	\$0.00	\$988,223.00

There is no change in the contract amount and the available funding remains \$998,223.00.

All other conditions and terms of the contract remain in effect. The contractor specifies no additional changes have been made to the Special Conditions or General Conditions. The parties hereto have executed this contract amendment on the day and year last specified below.

For and on behalf of the Department:

For and on behalf of the Contractor:

By: _____

Ken Sharp, Operations Deputy
Iowa Department of Public Health

By: _____

Insert Date (required if not a digital signature): _____



AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

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

Federal Award Number: SLFRP0336

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

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-022

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	LBA Foundation
935 2 nd Street SW	2300 E Ave NE
Cedar Rapids, IA	Cedar Rapids, IA 52402-4927
	UEI #: PFHLEZGM4YN5
Subaward Budget Period Start date: 1/1/2023 End date: 12/31/2024	
Period of Performance Start date: 1/1/2023 End date: 12/31/2024	
Amount of federal funds obligated by this action: \$35,450.00	
Total amount of the federal funds obligated to the Subrecipient: \$35,450.00	
Total amount of the federal funds committed to the Subrecipient: \$35,450.00	
Project Title: CR Dreams	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to LBA Foundation ("Subrecipient") for the CR Dreams Expansion project.

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

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

2. Term of Agreement.

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

3. Grant Funding.

The Subrecipient shall use the Subaward solely for the

The County agrees to provide up to \$35,450.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for the CR Dreams Expansion project. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. Reporting and Invoicing.

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

Invoices and reports shall be submitted to:

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

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

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

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

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award."

I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5. Monitoring.

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

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

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

6. Maintenance of Records.

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

7. Closeout.

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

Each party's obligation to the other shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as require herein, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close out the award when it determines that all

applicable administrative actions and all required work of the Agreement have been completed.

8. Events of Default.

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

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

9. Notice of Default.

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

10. Remedies.

If an Event of Default occurs, the County may:

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

- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Recommend suspension or debarment proceedings by U.S. Treasury.
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

11. Termination.

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

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

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

12. Procurement.

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

13. Conflicts of Interest.

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

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

14. Modification.

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

15. Counterparts.

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

16. Notices

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

17. Defense and Indemnification.

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

18. Severability.

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

19. Status of Subrecipient.

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

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

under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

20. Assignment.

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

21. Entire Agreement.

This agreement constitutes the entire agreement between the parties for the [Click or tap here to enter text.](#) and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

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

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

- a. Section 501.
- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021.
- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

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

23. Publications.

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

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

24. Protections for Whistleblowers.

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

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

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

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

25. Seat Belt Use.

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

26. Reducing Text Messaging While Driving.

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

27. Certification Regarding Government-Wide Restrictions on Lobbying.

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

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal

grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

28. Eligibility.

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

29. Acknowledgements.

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

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

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

Dated this _____ day of _____, 2023.

BOARD OF SUPERVISORS

LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:

LBA FOUNDATION

Alphonse O'Bannon

Authorized Representative

02/01/2023

Date

EXIHIBIT A

Statement of Work

The LBA Foundation will use Linn County ARPA funds to expand the CR-Dreams curriculum. The goal of the program is to design lesson plans and events to help youth in the community be better prepared for life success as well as to help them overcome learning loss due the Covid-19 pandemic. The program will operate and follow the attached budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

Year	Quarter	Period Covered	Due Date
2021	4	October 1 - December 31	January 15, 2022
2022	1	January 1 - March 31	April 15, 2022
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Exhibit A1

LBA Foundation ARPA Request Budget--CR-Dreams Expansion Project (COVID Intervention)

ITEM	Expense
New Intervention Curriculum Items Written (Wages/ Compensation for Writing work and development)--duration of project	\$ 16,000.00
Materials for Curriculum Delivery	\$ 2,250.00
Travel Expenses-year	\$ 3,200.00
Instructor and Staff Wages/ Compensation-16 months of Project	\$ 24,000.00
Contractor Fees (outside experts engaged to assist with development and research/ results auditing studies)	\$ 5,000.00
	\$ 50,450.00

ITEM	Revenue
LBA General Funds	\$ 15,000.00
Net NEED	\$ 35,450.00

EXHIBIT B

Mandatory Contract Provisions

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

1. Compliance with Applicable Laws and Regulations.

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

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

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

2. Publications.

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

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

3. Protections for Whistleblowers.

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

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

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

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

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

4. Seat Belt Use.

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

5. Reducing Text Messaging While Driving.

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

6. Certification Regarding Government-Wide Restrictions on Lobbying.

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

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



AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

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

Federal Award Number: SLFRP0336

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

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-206

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	LBA Foundation
935 2 nd Street SW	2300 E Ave NE
Cedar Rapids, IA	Cedar Rapids, IA 52402-4927
	UEI #: PFHLEZGM4YN5
Subaward Budget Period Start date: 1/1/2023 End date: 12/31/2024	
Period of Performance Start date: 1/1/2023 End date: 12/31/2024	
Amount of federal funds obligated by this action: \$111,435.00	
Total amount of the federal funds obligated to the Subrecipient: \$111,435.00	
Total amount of the federal funds committed to the Subrecipient: \$111,435.00	
Project Title: Refugee & Immigrant Center Youth Navigator	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to LBA Foundation ("Subrecipient") for the Refugee & Immigrant Center Youth Navigator project.

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

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

2. Term of Agreement.

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

3. Grant Funding.

The Subrecipient shall use the Subaward solely for the

The County agrees to provide up to \$111,435.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for the Refugee & Immigrant Center Youth Navigator project. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. Reporting and Invoicing.

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

Invoices and reports shall be submitted to:

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

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

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

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

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

5. Monitoring.

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

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

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

6. Maintenance of Records.

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

7. Closeout.

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

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

ARPA Subaward Agreement - LBA - RIA Youth Navigator

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

8. Events of Default.

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

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

9. Notice of Default.

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

10. Remedies.

If an Event of Default occurs, the County may:

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

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

11. Termination.

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

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

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

12. Procurement.

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

13. Conflicts of Interest.

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

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

14. Modification.

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

15. Counterparts.

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

16. Notices

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

17. Defense and Indemnification.

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

18. Severability.

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

19. Status of Subrecipient.

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

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

20. Assignment.

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

21. Entire Agreement.

This agreement constitutes the entire agreement between the parties for the **Refugee & Immigrant Center Youth Navigator project** and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

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

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

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

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

23. Publications.

ARPA Subaward Agreement - LBA - RIA Youth Navigator

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

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

24. Protections for Whistleblowers.

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

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

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

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

25. Seat Belt Use.

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

26. Reducing Text Messaging While Driving.

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

27. Certification Regarding Government-Wide Restrictions on Lobbying.

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

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

28. Eligibility.

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

29. Acknowledgements.

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

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

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

Dated this _____ day of _____, 2023.

BOARD OF SUPERVISORS

LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:

LBA FOUNDATION

Alphonse O'Bannon

Authorized Representative

02/01/2023

Date

EXHIBIT A

Statement of Work

The LBA Foundation will use Linn County ARPA funds for the Refugee & Immigrant Access Youth Navigator Project. The goal of the program is to provide leadership development, workforce, and college readiness as well as service-learning opportunities for refugee youth impacted by COVID-19 in Cedar Rapids. The program will operate and follow the attached budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

Year	Quarter	Period Covered	Due Date
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2026	4	October 1 - December 31	January 15, 2027

EXHIBIT A1

Item	Description	Amount
RIA Youth Navigator Project Director (FTE)	The project requires full-time project director will oversee the staff and implementation of the project. Developing partnerships, coalition building and outreach, as well as coordination and supervision of RISE AmeriCorps members and youth navigators. Facilitation of program Assessment and Impact Report	46,080
RISE AmeriCorps Member Education Coordinator (2 FTE)	Two full time (40 hours per week) RISE AmeriCorps members (one member from newcomer community/one from receiving community partner on national service project to support cedar rapids refugee youth) (\$3,600 per AmeriCorps member) to provide culturally specific community outreach, interpretation, and support coordination of RIA Youth Navigator Intern Activities	7,200
RIA Youth Navigator Stipends	Stipends for 6 RIA Youth Navigators (\$4800 stipend per Youth Navigator - 15 per/ hr x 10 hours a week x 32 weeks x6 RIA Youth Navigators)	28,800
Interpreters	Two multilingual interpreters- 25 per/hr x 10 hours a week x 32 weeks for family engagement and program support	8,000
Contractor/ Consulting Fees	Contractor/ consultant support for curriculum and impact evaluation and design, program development	5,000
Supplies	Miscellaneous supplies for activities, program licences and more	2,500
Curriculum printing costs	Printing costs for the Global Leadership class and 4 pillars curriculum. (\$20 per student x 50 students)	1,000
Laptops	Set of six chrombook laptops for RIA Youth Navigators to utalize during the Global Leadership class and delivery of curriculum to middle and highschool students.	3,000
Meals	Snacks for afterschool activities.	1,600
Admin 10%		8254.4
Total		\$111,434.40
Total before indirect		103,180

EXIHIBIT B

Mandatory Contract Provisions

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

1. Compliance with Applicable Laws and Regulations.

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

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

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

2. Publications.

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

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

3. Protections for Whistleblowers.

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

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

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

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

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

4. Seat Belt Use.

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

5. Reducing Text Messaging While Driving.

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

6. Certification Regarding Government-Wide Restrictions on Lobbying.

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

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



AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

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

Federal Award Number: SLFRP0336

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

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-209

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	The Linn County Community Action Fund
935 2 nd Street SW	3105 Alleghany Dr NE
Cedar Rapids, IA	Cedar Rapids, IA 52402-3315
	UEI #: FYX9VA4G12A9
Subaward Budget Period Start date: 5/1/2023 End date: 12/31/2024	
Period of Performance Start date: 5/1/2023 End date: 12/31/2024	
Amount of federal funds obligated by this action: \$66,700.00	
Total amount of the federal funds obligated to the Subrecipient: \$66,700.00	
Total amount of the federal funds committed to the Subrecipient: \$66,700.00	
Project Title: Youth Leadership Fund – Fellowship Program	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to The Linn County Community Action Fund ("Subrecipient") for the **Youth Leadership Fund – Fellowship Program**

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

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

2. Term of Agreement.

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

3. Grant Funding.

The Subrecipient shall use the Subaward solely for the **Youth Leadership Fund – Fellowship Program**.

The County agrees to provide up to \$66,700.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for **Youth Leadership Fund – Fellowship Program**. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. Reporting and Invoicing.

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

Invoices and reports shall be submitted to:

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

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

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

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

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

5. Monitoring.

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

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

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

6. Maintenance of Records.

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

7. Closeout.

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

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

ARPA Subaward Agreement - LC COMMUNITY ACTION

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

8. Events of Default.

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

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

9. Notice of Default.

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

10. Remedies.

If an Event of Default occurs, the County may:

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

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

11. Termination.

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

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

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

12. Procurement.

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

13. Conflicts of Interest.

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

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

14. Modification.

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

15. Counterparts.

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

16. Notices

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

17. Defense and Indemnification.

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

18. Severability.

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

19. Status of Subrecipient.

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

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

20. Assignment.

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

21. Entire Agreement.

This agreement constitutes the entire agreement between the parties for the **Youth Leadership Fund – Fellowship Program** and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

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

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

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

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

23. Publications.

ARPA Subaward Agreement - LC COMMUNITY ACTION

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

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

24. Protections for Whistleblowers.

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

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

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

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

25. Seat Belt Use.

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

26. Reducing Text Messaging While Driving.

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

27. Certification Regarding Government-Wide Restrictions on Lobbying.

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

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

28. Eligibility.

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

29. Acknowledgements.

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

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

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

Dated this _____ day of _____, 2023.

BOARD OF SUPERVISORS

LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:

THE LINN COUNTY COMMUNITY ACTION
FUND

Scott Roland

Authorized Representative

2/6/2023

Date

EXHIBIT A

Statement of Work

The Linn County Community Action Fund – Fellowship Program will help to develop youth leadership through real world experiences by encouraging and engaging in project planning, team building, and goal setting. The program will operate and follow the estimated budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

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

Linn County ARPA Subrecipient Budget**Subrecipient:** Our Future (Legal Name: Linn County Community Action Fund)**Subaward:** \$66,700

All funds will go to our fellowship program, a 28-week program by which three fellows develop their own community project, work with the local service and advocacy sector, and receive professional development training. Funds will contribute to fellows' wages and community projects, and be spread out across two fellowship terms.

Budget (by calendar year)

Budget Period: Start date: 05/01/2023 End Date: 12/31/2024

	2023	2024
Wages	\$31,850	\$31,850
Community Projects	\$1,500	\$1,500
Total	\$33,350	\$33,350

Budget Calculations:

Wages (\$21.24 x 20 hours x 28 weeks x 3 fellows): \$35,683.20

Community Projects (3 fellows x \$500 project budgets): \$1,500

EXHIBIT B

Mandatory Contract Provisions

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

1. Compliance with Applicable Laws and Regulations.

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

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

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

2. Publications.

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

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

3. Protections for Whistleblowers.

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

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

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

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

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

4. Certification Regarding Government-Wide Restrictions on Lobbying.

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

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



AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

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

Federal Award Number: SLFRP0336

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

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-217

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	Refugee & Immigrant Association
935 2 nd Street SW	1566 S Gilbert St
Cedar Rapids, IA	Iowa City, IA 52240-4304
	UEI #: FZ2JKDAJ6KC3
Subaward Budget Period Start date: 1/1/2023 End date: 12/31/2024	
Period of Performance Start date: 1/1/2023 End date: 12/31/2024	
Amount of federal funds obligated by this action: \$10,000.00	
Total amount of the federal funds obligated to the Subrecipient: \$10,000.00	
Total amount of the federal funds committed to the Subrecipient: \$10,000.00	
Project Title: Together We Can Initiative	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to Refugee & Immigrant Association ("Subrecipient") for the **Together We Can Initiative**.

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

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

2. Term of Agreement.

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

3. Grant Funding.

The Subrecipient shall use the Subaward solely for the **Together We Can Initiative**.

The County agrees to provide up to \$.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for the **Together We Can Initiative**. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. Reporting and Invoicing.

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

Invoices and reports shall be submitted to:

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

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

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

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

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award."

I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5. Monitoring.

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

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

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

6. Maintenance of Records.

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

7. Closeout.

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

Each party's obligation to the other shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as require herein, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close out the award when it determines that all

applicable administrative actions and all required work of the Agreement have been completed.

8. Events of Default.

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

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

9. Notice of Default.

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

10. Remedies.

If an Event of Default occurs, the County may:

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

- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Recommend suspension or debarment proceedings by U.S. Treasury.
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

11. Termination.

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

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

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

12. Procurement.

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

13. Conflicts of Interest.

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

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

14. Modification.

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

15. Counterparts.

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

16. Notices

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

17. Defense and Indemnification.

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

18. Severability.

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

19. Status of Subrecipient.

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

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

under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

20. Assignment.

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

21. Entire Agreement.

This agreement constitutes the entire agreement between the parties for the **Together We Can Initiative** and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

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

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

- a. Section 501.
- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021.
- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

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

23. Publications.

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

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

24. Protections for Whistleblowers.

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

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

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

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

25. Seat Belt Use.

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

26. Reducing Text Messaging While Driving.

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

27. Certification Regarding Government-Wide Restrictions on Lobbying.

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

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal

grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

28. Eligibility.

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

29. Acknowledgements.

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

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

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

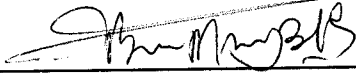
Dated this _____ day of _____, 2023.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

SUBRECIPIENT:

REFUGEE AND IMMIGRANT
ASSOCIATION

Board Chair



Authorized Representative

Date

02/06/2023

Date

EXHIBIT A

Statement of Work

The Refugee and Immigrant Association will use Linn County ARPA funds implement the Together We Can Initiative in Cedar Rapids to help low-income African refugees and immigrants. The program will operate and follow the attached budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

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

EXHIBIT A1

Refugee and Immigrant Association

Together We Can Initiative

Expense Budget

Item	Cost	Frequency	Description
Rent	6,300.00	Ongoing	Facility rent (electric + gas included) \$525/mo.
Internet	1,500.00	Ongoing	Wi-Fi \$125/mo.
Phone	600.00	Ongoing	Supervisor cell phone \$50/mo.
Program Supplies	2,760.00	Ongoing	Paper, pens, envelopes, toiletries, cartridge ink, supervisor cell phone, bottled water at \$230/mo.
Event Supplies	1,008.00	Ongoing	Refreshments (snacks/beverages) for events/presentations at \$80/mo.
Outside Printing	1,200.00	Ongoing	Marketing: flyers, pamphlets, print communications at \$100/mo.
Zoom	150.00	Ongoing	Zoom Pro annual license
Vans	30,000.00	One-time	Two 15-passenger vans \$15,000 each
Furniture for Center	1,203.19	One-time	10 - 6' Folding Table 55.00 ea. = 550.00 / 3 - 10 pack Folding Plastic Chairs 217.73 ea. = 653.19
Sewing Machines	1,159.38	One-time	6 - Singer Heavy Duty Sewing Machine 193.23 ea.
Technology	3,869.80	One-time	10 - HP Laptops 369.99 ea. = 3,699.90 / 10 - Laptop Sleeve Cases 16.99 ea. = 169.90
Whiteboard w/supplies	249.63	One-time	2 - 60X40 Whiteboard 98.67 = 197.34 / 18pk Expo Dry Erase Color Markers 24.74 / 12 pack Expo Dry Erase Black Markers 10.56 / Dry Erase Erasers 16.99
Total Expenses	50,000.00		

EXIHIBIT B

Mandatory Contract Provisions

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

1. Compliance with Applicable Laws and Regulations.

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

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

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

2. Publications.

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

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

3. Protections for Whistleblowers.

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

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

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

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

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

4. Seat Belt Use.

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

5. Reducing Text Messaging While Driving.

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

6. Certification Regarding Government-Wide Restrictions on Lobbying.

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

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

Prepared by Stephanie Lientz
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY ORDINANCE No. – – 2023

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE 600 BLOCK OF DOWS RD, IOWA FROM THE “PUD-USR” PLANNED UNIT DEVELOPMENT OVERLAY-URBAN SERVICES RESIDENTIAL DISTRICT TO THE “USR” URBAN SERVICES RESIDENTIAL DISTRICT

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, in accordance to the Findings of Fact and Conclusions of Law as established in the staff report for rezoning Case JR23-0001 or as otherwise established by the Board, as follows:

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located in the 600 Block of Dows Road, Iowa legally described as:

Parcel A, Plat of Survey No. 2642 in Linn County, Iowa

is hereby changed from the “PUD-USR” (Planned Unit Development Overlay – Urban Services Residential) district to the “USR” (Urban Services Residential) district.

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 4. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 30th day of January, 2023

Second consideration on the 1st day of February, 2023

Third and final passage on the 8th day of February, 2023.

Published in the Gazette on the 20th day of January, 2023.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
)SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2023 and published as provided by law on _____, 2023.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2023.

Notary Public, State of Iowa