

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

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, October 5, 2022

11 a.m.

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

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

Consent Agenda

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

Reports**Resolutions**

Resolution approving a 28E Agreement between Linn County and the City of Lisbon for Property Maintenance and Rental Housing Inspection services.

Resolution suspending taxes for one (1) Linn County resident as they are unable to contribute to the public revenue by reason of age, infirmity or both, pursuant to Code of Iowa, Section 427.8

Resolution to establish stop regulations at numerous locations on Linn County secondary roads.

Resolution to approve a Land Preservation Parcel Split for Lang Acres First Addition, case JLPS22-0001.

Contract and Agreements

Approve and authorize Chair to sign an Adopt-A-Roadside for Kristin Wheatley-Willimack and Chad Willimack to adopt 1354 Martin Creek Road from the west property line to the east property line.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and National Association for the Advancement of Colored People (NAACP 4013) for the Immigrant and Refugee Community Gardens Project in the amount of \$17,460.00.

Approve and authorize Chair to sign an agreement between Linn County and the Iowa Governor's Office of Drug Control Policy for Linn County Mental Health Access Center marketing funds, and related documents.

Approve and authorize Election Costs to be billed for September 13, 2022 Special Election – Alburnett Community School District.

Approve and authorize Election Costs to be billed for September 13, 2022 Special Election – Anamosa Community School District.

Award bid and approve purchase order PO385 for a Tandem Roller to Star Equipment LTD in the amount of \$39,550.00 for the Secondary Road Department.

Award bid and approve purchase order PO386 for a Tilt Tag Trailer to Wright Way Trailers INC in the amount of \$28,695.00 for the Secondary Road Department.

Approve purchase order #PO388 for \$9,090.00 to Huber Fencing LLC for fencing around Linn County's Shelter.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Second Consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code, relating to a moratorium on accepting rezoning applications for the Renewable Energy Overlay District.

Second Consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code, relating to: measuring the rear yard setback on triangular lots; amending the distance between animal runs or exercise areas and property lines in some instances for the animal boarding/shelter/kennel use; and adding use categories for Historic Schoolhouses and Recreation Camps, case JA22-0003.

Discuss and decide allocation of Legacy & Community Attraction grant funds of \$150,000 to finalist organizations

Public Comment: Five Minute Limit per Speaker

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

Board Member Reports

Correspondence

Appointments

Adjournment

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

LINN COUNTY RESOLUTION # _____

**Linn County and City of Lisbon Agreement
For
Rental Housing and Property Maintenance Inspections**

WHEREAS, the Board of Supervisors, Linn County, Iowa, pursuant to Iowa Code Chapter 28E, proposes that Linn County enter into an agreement with the City of Lisbon, Iowa under the title *Linn County and City of Lisbon Agreement for Rental Housing and Property Maintenance Inspections*, and

AND WHEREAS, the purpose for such agreement is to provide for the administration of the property maintenance and housing codes of the City of Lisbon by Linn County in order to protect the public health, safety, and welfare, and

AND WHEREAS, such agreement is in the best interests of Linn County and the City of Lisbon, and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that Linn County, Iowa will join pursuant to Iowa Code Chapter 28E, with the City of Lisbon, Iowa into an agreement entitled *Linn County and City of Lisbon Agreement for Rental Housing and Property Maintenance Inspections*.

Passed and approved this _____ day of _____, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

ATTEST:

Joel D. Miller, Linn County Auditor

Prepared by & to be returned to Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 319-892-5130

**LINN COUNTY AND CITY OF LISBON
AGREEMENT FOR RENTAL HOUSING AND PROPERTY MAINTENANCE
INSPECTIONS**

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Lisbon, Iowa, shall be known as the *Linn County and City of Lisbon Agreement for Rental Housing and Property Maintenance Inspections*.

2. PURPOSE AND SCOPE

2.1 Purpose of Agreement. The purpose of this Agreement is to provide inspection services for Rental Housing and Property Maintenance Regulations of the City of Lisbon to protect the public health, safety and welfare.

2.2 Scope of Services. Linn County, through the Building Division of the Department of Planning and Development, shall provide services to inspect rental housing units and determine property maintenance violations as specified in the City's adopted Rental Housing Code and Property Maintenance Code. The Code Official shall be at all times an employee of Linn County and not an employee or agent of the City of Lisbon.

3. DEFINITIONS

As used in this Agreement, the following terms are defined:

Building Division: The Building Division of the Linn County Department of Planning and Development.

Code Official: The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County *Rental Housing and Property Maintenance Codes*.

City: The City of Lisbon, Iowa.

Code: The current version of Chapter 105, Buildings and Building Regulations: Article VI and VII of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of the inspection or investigation.

County: The County of Linn, Iowa.

Code Compliance Officer: The Code Compliance Officer employed with the Linn County Building Division under the direction of the Linn County Building Official.

4. PROCEDURES AND FEES

4.1 Place of Registration. Landlord and property registration will be made at the City of Lisbon, 115 N Washington, Lisbon, IA. The City shall remit to the County a copy of all registered residential rental properties.

4.2 Fees. Applicant fees are to be paid directly to the City by the applicant. Monthly, the County will bill the City for all rental & property maintenance services performed within the City. The bill will include an itemized list of the rental and property maintenance services that were performed. The City shall remit payment to the County within 30 days of receipt of the bill. All fees paid by the City to the County shall be retained by the County. The City of Lisbon agrees to pay Linn County for inspection services based upon Linn County's adopted fee schedule for rental housing and property maintenance as established by Resolution number 2022-9-146 approved by BOS.

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Property Maintenance and Housing Codes*. Weed and junk vehicle complaints shall be handled by the city.

5.2. Notification. Notification of required rental housing and property maintenance inspections shall be made by the county to the owner or authorized agent.

5.3 Inspection requests. Property maintenance inspection requests shall be made by the city to the county. Customers will be directed to contact the city with complaints, concerns, and requests relating to property maintenance. Requests may be made via email or by telephone to the Linn County Building Division between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Twenty-four hour notice is required prior to an inspection.

5.4 Inspection times. The Code Compliance Officer will conduct inspections between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Officer's schedules.

5.5 Certificate of Inspected Housing. A Certificate of Inspected Housing shall be issued by the county to the owner or authorized agent upon successfully passing inspection and valid for two (2) years once the residential rental unit has passed all required inspections per the Code.

6. ENFORCEMENT

Administration and enforcement of the Regulations shall be by the Code Official. Enforcement and prosecution of Code violations cited by the County shall be by the City.

7. RECORDS

7.1. Records maintenance. The County shall maintain records of Rental units, rental inspections, inspection results, certificates of inspected housing, property maintenance investigation requests, investigation results, and all notices of violations, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner.

7.2 Billing statements. The County shall provide monthly statements that will reflect the number and type of inspections performed, and the number of certificates of inspected housing issued, and the costs due to County from City.

8. HOLD HARMLESS

Chapter 8 does not require the City of Lisbon to hold harmless, indemnify or defend any claims or suits against Linn County or any of its employees arising from reckless conduct, intentional torts or criminal conduct

9. APPEALS

Appeals of decisions or determinations relative to the application and interpretation of the Rental Housing and Property Maintenance Regulations shall be through the City in accordance with the Code.

The City shall provide decisions and findings in writing to the County.

10. AMENDMENTS

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

11. DURATION OF AGREEMENT

This Agreement shall continue until terminated by either the County or the City.

12. TERMINATION

Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

The County shall not be obligated to perform inspections after the termination date.

13. EFFECTIVE DATE

The effective date of this Agreement is October 15, 2022 or the date the certified Agreement is recorded at the Linn County Recorder, whichever is later.

Doug O'Connor, Mayor
City of Lisbon

Ben Rogers, Chair
Linn County Board of Supervisors

Attest:

Brandon Siggins, City Administrator

Joel Miller, Auditor

RESOLUTION NO. 2022 – 10 –

PETITION FOR THE SUSPENSION OF FISCAL YEAR 2023/
ASSESSMENT YEAR 2021 PROPERTY TAXES

WHEREAS, the Linn County Board of Supervisors is this day presented with a petition for the suspension of taxes and/or special assessments pursuant to Iowa Code Section 427.8; and

WHEREAS, the property for which assessments against the Petitioner are made lie within Linn County; and

WHEREAS, the Petitioner is unable to contribute to the public revenue by reason of age, infirmity, or both.

BE IT THEREFORE RESOLVED by the Linn County, Iowa Board of Supervisors, this date met in lawful session, that the petition listed below is approved as described.

PETITIONER	PARCEL#	TAX YEARS	SPECIAL #
Papke, Erin	14162-02002-00000	2021	

BE IT FURTHER RESOLVED the Linn County Treasurer is ordered to suspend the collection of taxes assessed against the Petitioner, and his or her polls or estates, for the parcel listed above for the tax years as indicated.

PASSED AND APPROVED this _____ day of _____, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)

) SS

COUNTY OF LINN)

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

Joel D. Miller, Linn County Auditor

Subscribed and sworn before me by _____ on this day of
2022.

NOTARY PUBLIC
STATE OF IOWA

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

RESOLUTION # _____
ESTABLISH STOP REGULATIONS

WHEREAS, the following intersection located in Linn County has been reviewed by the Linn County Secondary Road Department, and

WHEREAS, it is deemed appropriate to place traffic control signing, and

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors, meeting in regular session, and upon recommendation of the Linn County Engineer that the Secondary Road Department place a stop sign at the following locations.

District 1 (west of I-380)

Road Name	Direction of Traffic	At Intersection with Road Name	Section	Township	Range
Sisley Grove Road	Southbound	Morgan Valley Road	6	82	8

District #4 (west of Hwy 13 and north of 151)

Road Name	Direction of Traffic	At Intersection with Road Name	Section	Township	Range
Paris Road	Westbound	W Otter Road	19	86	7
Maple Knoll Road	Westbound	N Marion Road	6	85	6
Maple Knoll Road	Eastbound	Sutton Road	6	85	6
Reed Lane	Northbound	Fay Road	15	85	8
Blue Creek Road	Northbound	Durow Road	31	86	8
E Urbana Road	Eastbound	Blue Creek Road	31	86	8

The Board of Supervisors declares these signs to be legal, valid, and enforceable and directs the County Engineer to erect said signs in accordance with the provisions of the Code of Iowa.

Moved by Supervisor _____ Seconded by Supervisor _____
that the above resolution be adopted this __ day of _____, 201__ by a vote of ____ aye ____ nay and
_____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

LINN COUNTY SECONDARY ROAD DEPARTMENT

1888 COUNTY HOME ROAD

MARION, IA 52302

PH: 319-892-6400 | FAX: 319-892-6419

LinnCountyIowa.gov



Installations of New Stop Signs

The Secondary Road Department has an initiative to make every intersection controlled. A controlled intersection is one that has at least one road with a stop condition. Installing new stop signs at uncontrolled intersections is not a top priority, but we do install them when circumstances are appropriate. New stop signs are being installed whenever existing intersection signs (typically double arrow signs) are damaged, faded, or missing. Rather than replace the double arrow we take the opportunity to install a stop sign. Also, if there is other sign work being done in the near vicinity we will install a stop sign while the Sign Technician is in the area. Lastly, if there is an accident we will review the signage and determine if improvements can be made, including installing a new stop sign. Over time, all intersections will be controlled and it will improve the safety of the road network.

Below is a list of intersections that have recently had a new stop sign installed.

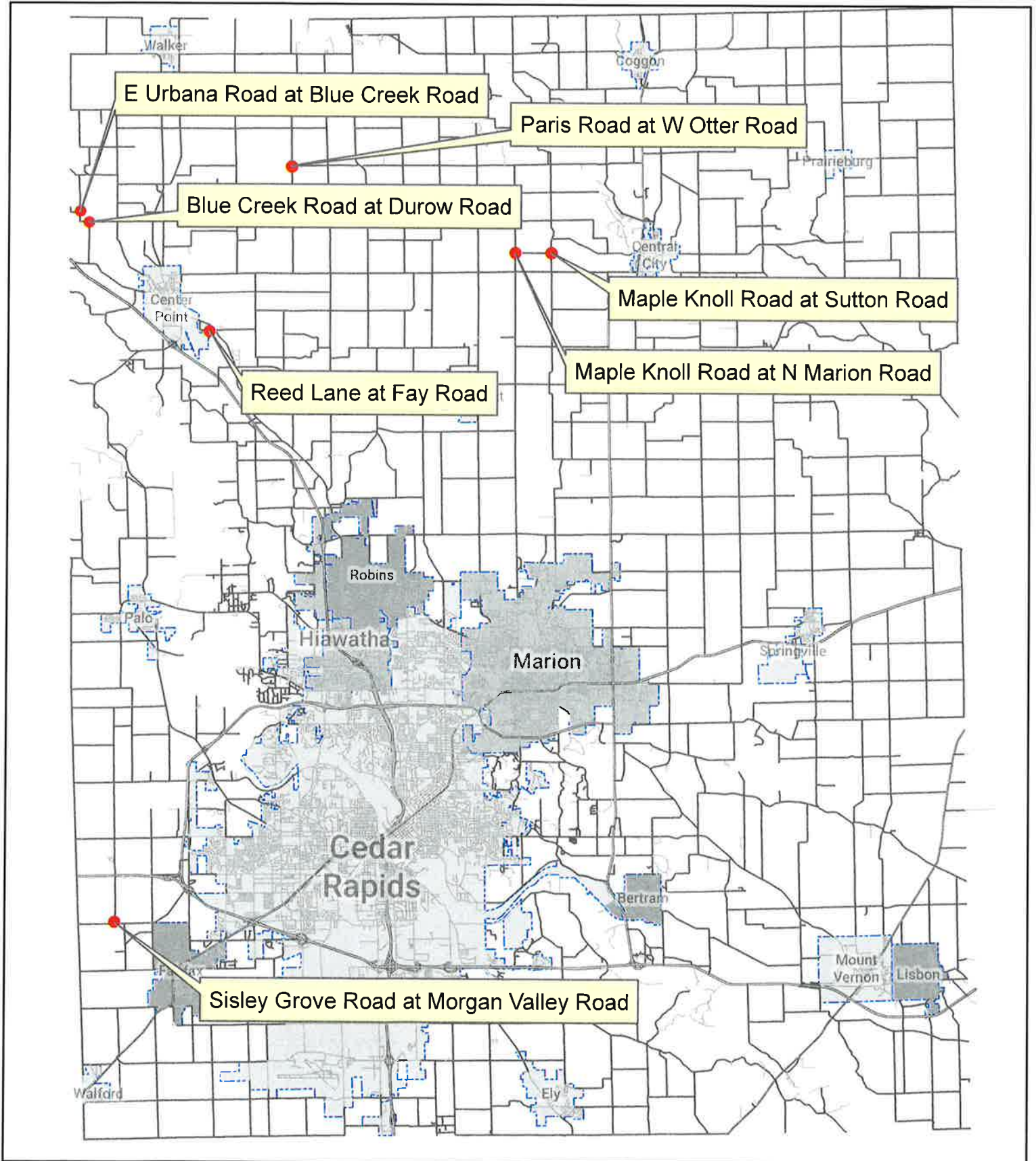
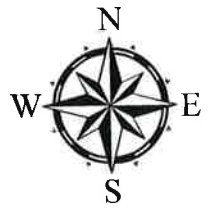
- Stop westbound traffic on Paris Road at the intersection with W Otter Road in section 19-86-7
- Stop westbound traffic on Maple Knoll Road at the intersection with N Marion Road in section 6-85-6
- Stop eastbound traffic on Maple Knoll Road at the intersection with Sutton Road in section 6-85-6
- Stop northbound traffic on Reed Lane at the intersection of Fay Road in section 15-85-8
- Stop northbound traffic on Blue Creek Road at the intersection of Durow Road in section 31-86-8
- Stop southbound traffic on Sisley Grove Road at the intersection of Morgan Valley Road in section 6-82-8
- Stop eastbound traffic E Urbana Road at the intersection of Blue Creek Road in section 31-86-8

A blue ink signature of Brad Ketels, consisting of stylized initials and a surname.

Brad Ketels, P.E.
Linn County Engineer

Installation of New Stop Signs

Linn County Secondary Road Department



LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A LAND PRESERVATION PARCEL SPLIT

WHEREAS, a Land Preservation Parcel Split of Lang Acres First Addition (Case # JLPS22-0001) to Linn County, Iowa, containing three (3) lots, numbered Lot 1, lettered Lot A and Outlot A has been filed for approval, a subdivision of real estate located in the NENW of Section 07, Township 84 North, Range 05 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the NW Corner; thence N88°35'21 "E along the north line of Parcel A, Plat of Survey No. 76, 1158.17 feet to the Point of Beginning; thence N88°35'21"E along the north line of said NE¼ NW¼, 1131.97 feet the NW Corner of Hawkins' First Addition to Linn County; thence S01 °34'53"E along the west line of said Hawkins' First Addition, 517 .10 feet to the SW Corner of said Hawkins' First Addition; thence S88°44'14"E along the south line of said Hawkins' First Addition, 156.10 feet to the east line of said NE ¼ NW ¼; thence S01 °02'19"E along said east line, 803.62 feet to the SE Corner of said NE ¼NW¼; thence S88°31'04"W along the south line of said NE¼ NW¼, 1289.01 feet to the east line of said Parcel A; thence N01 °12'17"W along said east line, 1329.60 feet to the Point of Beginning containing 37.49 acres which includes 1.04 acres of road right of way.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of April 20, 2022 as last amended on May 16, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way from the center of the existing right-of-way along Prairie Chapel Road.
3. Road agreement with conditions applicable to Land Preservation Parcel Splits. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

1. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
2. Clarify plans to address potential wetland area with NRCS.;

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. A Certificate of Occupancy permit must be issued for the single-family dwelling prior to recording of the final plat.
2. All side and rear yard setbacks must be met for all structures involved in this proposal.
3. Various revisions to the site plan and final plat.
4. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. Outlot A will require a Land Preservation Parcel Split deed restriction. As a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
7. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
8. One original and one complete copy of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
 - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Ten original signed plat drawings
 - (xii) A covenant for a secondary road assessment
9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **MAY 16, 2023** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by October 5, 2023, be valid.

Passed and approved this 5th day of October 2022

Linn County Board of Supervisors

Ben Rogers, Chair

Louis Zumbach, Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _____,

on this _____ day of _____, 2022.

Notary Public State of Iowa

LINN COUNTY
1888 COUNTY HOME ROAD
MARION, IOWA 52302

APPLICATION TO
"ADOPT-A-ROADSIDE"

FOR OFFICE USE ONLY

Permit Number _____
County Road Name _____

☐ NEW ☐ RENEWAL ☐ GIS# _____

TO BE COMPLETED BY SPONSOR
PLEASE PRINT CLEARLY

Kristin & Chad
Name of Sponsor (Organization, Group or Individual)

Kristin & Chad
Signature of Contact Person

1354 Martin Creek Rd, Marion IA 52302
Mailing Address (Street, P.O. Box, City, State, Zip Code)

319-241-0166 Telephone Number Kristin - kristinwillmack@gmail.com E-Mail Address

The proposed work is located on 1354 Martin Creek Rd. Road

from west property line to east property line

Approval is hereby requested to enter within the County Road right of way to perform the following described work (check all that apply):

☐ Litter removal ☒ Enhancement Planting* ☐ Other (describe) _____

*A sketch noting the quantity, location, and species must be attached to this application prior to Department granting approval.

AGREEMENTS:

The Sponsor(s) agrees that if granted a permit to do said work the following stipulations shall govern:

1. This application shall have been approved prior to Sponsor(s) beginning any operations as requested herein.
2. Sponsor(s) agree to indemnify and hold harmless Linn County, its Board of Supervisors, officers and employees from all liability, judgment, costs, expenses and claims growing out of damages, or alleged damages of any nature whatsoever to any person, property or third party arising out of the performance or nonperformance of said work.
3. No vehicles, equipment or materials are to be stored within the right of way. A vehicle may be allowed to be parked on the shoulder during times of litter pick up.
4. Right of way markers, signs and land monuments shall not be removed, altered or damaged.
5. This permit shall be subject to any laws now in effect or any laws which may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies.
6. The Sponsor(s) agrees to give Linn County forty-eight hours notice of intention to start operations. Notification shall be given to the Secondary Road Department, 1944 County Home Road, Marion, Iowa 52302, work phone number Monday through Friday 7:00 A.M. to 3:30 P.M. 892-6400.
7. Access to the work site will, where possible, be obtained from private property or other roadways and not from the traveled portion of the hard surfaced roadway.

8. The Sponsor(s) shall carry on the work as required and authorized by this agreement with serious regard to the safety of the traveling public, adjacent property owners and volunteers or employees of the Sponsor(s).
9. The Sponsor(s) acknowledges that all personnel involved in this project are initiators and volunteers directed by the Sponsor(s) and that the Sponsor(s) accept full responsibility for any injuries or damages sustained by or caused by such personnel. The Sponsor(s) acknowledges that they or their volunteers are in no way considered to be employees of the Linn County Board of Supervisors or the Linn County Secondary Road Department.

The Sponsor(s) and the Department further agree to the following terms and conditions of this agreement.

SPONSOR'S ADDITIONAL RESPONSIBILITY:

To perform the work specified in a satisfactory, safe and professional manner.

To provide adult supervision at the work site when volunteers or employees are 14 years of age or younger.

To obtain required supplies and materials as may be needed from the Secondary Road Department to carry out this agreement, during regular business hours, Monday through Friday 7:00 A.M. to 3:30 P.M.

To put in place traffic control signs at all times when the Sponsor(s) is doing work near the roadway and remove only when the work has been completed.

To place all trash bags used during collection of litter, adjacent to the Adopt-A-Roadway signs (if applicable), or at the ends of adopted sections, for pickup and disposal by the Department.

To plant all right of way harvested seed on either County road rights of way or other public grounds as approved.

To return all unused materials and supplies furnished by the Secondary Road Department, to the Main Shop within one week after the activity is completed.

DEPARTMENT'S RESPONSIBILITIES:

To erect a sign at each end of the adopted section with the Sponsor(s) name or acronym displayed (if requested).

To provide reflective vests, trash bags, safety literature, and other related materials, to the Sponsor(s).

To remove trash bags used for litter pickup by Sponsor(s).

To assist in removal of litter under unusual circumstances such as when large, heavy or hazardous items are found.

To assist in location and selection of enhancement plantings (if applicable).

PLEASE NOTE:

The Department reserves the right to terminate this agreement and remove Adopt-A-Roadway signs when in the sole judgment of the Department, it is found that the Sponsor(s) has not met the terms and conditions of this agreement.

FOR OFFICE USE ONLY

This agreement shall remain in force from October 1, 2022 until October 1, 2024. If this agreement includes litter removal the Sponsor agrees to pickup litter N/A (times) per year.

DEPARTMENT OF SECONDARY ROADS APPROVAL

Recommended for Approval

B. K. A.
Linn County Engineer

FOR OFFICE USE ONLY

Date September 30, 2022

Approved

Linn County Board of Supervisors

Date

_____, 20____

Richard
4/11/21

2021 Diversity Mix, 50 Acres

Linn County

Group I – Grasses and grass-like plants		Bags	PLS lbs/bag	Seeds/ft ²	Habitat
_____	Sideoats grama <i>Bouteloua curtipendula</i>	5	20	4.41	Dry
_____	Little bluestem <i>Schizachyrium scoparium</i>	5	20	11.02	Mesic
_____	Canada wildrye <i>Elymus canadensis</i>	5	20	3.82	Mesic to Dry
_____	Indiangrass <i>Sorghastrum nutans</i>	5	15	6.61	Mesic to Dry
_____	Big bluestem <i>Andropogon gerardii</i>	5	20	7.35	Mesic
_____	Rough dropseed <i>Sporobolus asper</i>	5	5	5.14	Dry
_____	Switchgrass <i>Panicum virgatum</i>	5	7.5	3.86	Mesic
* _____	Prairie cordgrass <i>Spartina pectinata</i>	5	0.069	0.02	Mesic
* _____	Plains oval sedge <i>Carex brevior</i>	5	0.45	0.48	Mesic
* _____	Field oval sedge <i>Carex molesta</i>	5	0.22	0.20	Mesic
* _____	Prairie sedge <i>Carex bicknellii</i>	5	0.8	0.50	Mesic

Total grass and grass-like plant seeds per square foot

43.41

*These sedges are in the forb bags.

5 Black bags, Red or Grey Tie

Group II – Forbs		Bags	PLS oz/bag	Seeds/ft ²	
_____	Black-eyed susan <i>Rudbeckia hirta</i>	5	6	1.27	
_____	Blue vervain <i>Verbena hastata</i>	5	12	2.56	
_____	Butterfly milkweed <i>Asclepias tuberosa</i>	5	12	0.12	
_____	Canada milkvetch <i>Astragalus canadensis</i>	5	20	0.78	
_____	Compass plant <i>Silphium laciniatum</i>	5	14	0.02	
_____	Foxglove beardtongue <i>Penstemon digitalis</i>	5	8	2.39	(small seed)
_____	Golden alexanders <i>Zizia aurea</i>	5	30	0.76	
_____	Gray-headed coneflower <i>Ratibida pinnata</i>	5	20	1.38	
_____	Great blue lobelia <i>Lobelia siphilitica</i>	5	2	2.30	
_____	Hoary vervain <i>Verbena stricta</i>	5	10	0.64	
_____	Ironweed <i>Vernonia fasciculata</i>	5	9	0.50	
_____	Lead plant <i>Amorpha canescens</i>	5	8	0.29	
_____	Mountain mint <i>Pycnanthemum virginianum</i>	5	4.5	2.27	
_____	New England aster <i>Symphyotrichum novae-angliae</i>	5	7	1.06	
_____	Ohio spiderwort <i>Tradescantia ohiensis</i>	5	8	0.15	
_____	Ox-eye sunflower <i>Heliopsis helianthoides</i>	5	10	0.11	
_____	Pale purple coneflower <i>Echinacea pallida</i>	5	20	0.24	
_____	Partridge pea <i>Chamaecrista fasciculata</i>	5	43.5	0.27	
_____	Prairie blazingstar <i>Liatris pycnostachya</i>	5	11	0.28	
_____	Prairie phlox <i>Phlox pilosa</i>	5	0.37	0.02	
_____	Purple meadow rue <i>Thalictrum dasycarpum</i>	5	4	0.10	
_____	Purple prairie clover <i>Dalea purpurea</i>	5	42.8	1.47	
_____	Rattlesnake master <i>Eryngium yuccifolium</i>	5	10	0.17	
_____	Roundheaded bushclover <i>Lespedeza capitata</i>	5	5	0.09	
_____	Showy tick trefoil <i>Desmodium canadense</i>	5	20	0.25	
_____	Smooth blue aster <i>Symphyotrichum laeve</i>	5	8	1.47	
_____	Stiff goldenrod <i>Oligoneuron rigidum</i>	5	7	0.66	
_____	Sweet black-eyed susan <i>Rudbeckia subtomentosa</i>	5	15	1.48	
_____	Thimbleweed <i>Anemone cylindrica</i>	5	1.36	0.08	
_____	White wild indigo <i>Baptisia alba</i>	5	8	0.03	
_____	Wild bergamot <i>Monarda fistulosa</i>	5	7	1.12	

Total forb seeds per square foot

24.33

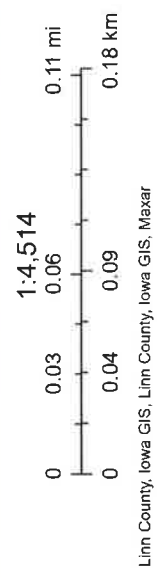
Wet species		Bags	PLS lbs/bag	Seeds/ft	
Fox sedge	<i>Carex vulpinoidea</i> (Allendan)	5	1	3.67	(small seed)
			PLS oz/bag		
Sneezeweed	<i>Helenium autumnale</i>	5	3	0.90	(small seed)
Swamp milkweed	<i>Asclepias incarnata</i>	5	14	0.15	
Total wet species seeds per square foot				4.72	

Note: The last species will grow best in a wetter habitat, a location with more soil moisture such as the ditch bottom. The 3 species labeled as having small seeds won't grow if they get buried. One way to plant them would be to mix the seed in a bucket of sand and scatter it by hand on the soil surface towards the bottom of the ditch.

Engineering Infrastructure (Detail)



9/13/2022





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: ARPA2022-019

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	NAACP 4013
935 2 nd Street SW	601 2 nd Ave SE
Cedar Rapids, IA	Cedar Rapids, IA 52401
	UEI #: R16TXANYMD57
Subaward Budget Period Start date: 5/1/2022 End date: 12/31/2024	
Period of Performance Start date: 5/1/2022 End date: 12/31/2024	
Amount of federal funds obligated by this action: \$17,460.00	
Total amount of the federal funds obligated to the Subrecipient: \$17,460.00	
Total amount of the federal funds committed to the Subrecipient: \$17,460.00	
Project Title: Immigrant and Refugee Community Gardens Project	
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 NAACP 4013 ("Subrecipient") for reimbursement of Immigrant and Refugee Community Gardens 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 Immigrant and Refugee Community Gardens Project

The County agrees to provide up to \$17,460.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for Immigrant and Refugee Community Garden 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 Immigrant and Refugee Community Gardens Project and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

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

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

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

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

23. Publications.

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

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

24. Protections for Whistleblowers.

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

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

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

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

25. Seat Belt Use.

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

26. Reducing Text Messaging While Driving.

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

27. Certification Regarding Government-Wide Restrictions on Lobbying.

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

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

28. Eligibility.

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

29. Acknowledgements.

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

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

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

Dated this _____ day of _____, 2022.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

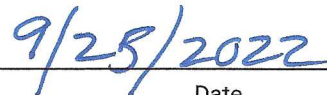
SUBRECIPIENT:
NAACP 4013

Board Chair



Authorized Representative

Date



Date

EXHIBIT A

Statement of Work

The Immigrant and Refugee Community Gardens Project will create raised gardening beds in refugee and immigrant communities to provide the means to plant, grow and harvest foods. 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

ARPA Grant Gardens Budget

Communtiy Garden Materials	Costs
Estimated Total Raised Bed Materials Cost	\$ 9,000.00
Estimated Total Garden Tool Cost	\$ 4,460.00
Estimated Cost for Rain Barrels and Spiggots (as needed)	\$ 600.00
Estimated Cost for Deer Fencing Kits (as needed)	\$ 400.00
Estimated Cost for Translator Services	\$ 3,000.00
Total Projected Cost:	\$ 17,460.00

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;
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 - 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
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"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.

IOWA GOVERNOR'S OFFICE OF DRUG CONTROL POLICY

STANDARD GRANT CONDITIONS

Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; Coronavirus Emergency Supplemental Funding, and any other Grant administered by the Governor’s Office of Drug Control Policy involving federal or state funding.

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1. General.

These standard grant conditions, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Governor’s Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the ODCP involving Federal or State funding.

The Grantee shall provide the necessary facilities, materials, services, and qualified personnel to perform and/or provide all the services set forth in the approved application and the letter of notification for the grant amount. The grant budget will be a basis for the Grantee's expenditure of the grant amount. Acceptance of the terms and conditions of the

grant is indicated by the applicants' signatures on the grant contract, attached certification, and by requesting and expending grant funds.

The Grantee shall abide by all applicable Federal, State, and local laws, rules and regulations. The Grantee shall comply with all applicable U.S. Department of Justice Grant Award Special Conditions which govern subrecipients/subgrantees. The Certified Assurances and forms signed and or submitted via www.iowagrants.gov by the Grantee in making application for grant funds are incorporated herein.

2. Definitions.

- a. "Deliverable" means any good, product, service, work, work product, item, material or property created, developed, produced, delivered, performed or provided by or on behalf of Grantee in connection with this contract.
- b. "JAG" means the *Federal* Byrne–Justice Assistance Grant program, for which the ODCP is the State Administering Agency in Iowa.
- c. "Grantee" or "Legal Applicant" or "Recipient" means the governmental agency contracting with the Governor's Office of Drug Control Policy
- d. "ODCP" means Governor's Office of Drug Control Policy.
- e. "Program/Project Director" means the person who has been delegated authority to administer the project described in the application.
- f. "Special Conditions" means those conditions applying uniquely to this grant contract as identified on the grant contract page.
- g. "Standard Grant Conditions" means those conditions applying to all ODCP grant contracts.
- h. "State" means the State of Iowa.

3. Accountability for All Grantees.

The Grantee shall promote effectiveness, efficiency, and accountability. The Grantee must serve the public in an ethical and transparent manner, including operating professionally, truthfully, fairly, and with integrity and accountability to uphold public trust.

The ODCP reserves the right to verify the contents of the Grantee's application and any assertions, reporting, attestations, and submissions to the ODCP or any other governmental agency throughout the term of the grant. If the ODCP determines the Grantee has provided false, misleading, or inaccurate information to the ODCP or another governmental agency, grant funds may be withheld, suspended or terminated.

4. Additional Guidance for Nonprofit Organizations.

A nonprofit organization awarded a subcontract pursuant to section 9 must be aware of and comply with applicable law and regulations. The Iowa Nonprofit Principles and Practices for Charitable Nonprofit Excellence Revised 2016 shall be used as a means of educating nonprofit organizations about the laws and regulations with which they must comply and to provide guidance about good operational practices and ethical conduct. This publication may be accessed at <https://inrc.law.uiowa.edu/sites/inrc.law.uiowa.edu/files/pp-2016ed-web.pdf>

The purpose of the Iowa Principles and Practices for Charitable Nonprofit Excellence is to promote good management practices, ethical conduct, and public accountability for Iowa charitable nonprofit organizations as they perform their crucial community services. The Principles and Practices are not regulatory. While many of the Principles and Practices will be helpful to all nonprofits, they are specifically written for 501(c)(3) organizations. The Iowa Principles and Practices for Charitable Nonprofit Excellence are intended to be primarily an educational process designed to improve efficiency and accountability. It is recognized that implementation will take different forms and occur at different levels, given the resources of the nonprofits.

5. Accounts and Records.

- a. The Grantee shall comply with pertinent state and Federal laws, and the provisions of the Office of Justice Program's (OJP) Financial Guide:
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- b. The Grantee shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. The Grantee shall maintain separate records for each Federal grant or program. Cash or matching contributions made by the Grantee shall be verifiable from the Grantee's records. These records shall contain information pertaining to contract amount, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and program income.
- c. The Grantee shall maintain effective control and accountability for all assets, including current and accurate equipment inventory records. The Grantee shall adequately safeguard all such assets and property and assure that it is used solely for authorized purposes. Accounting records shall be supported by source documentation such as canceled checks, paid bills, receipts, payrolls, contract award documents, etc.
- d. The Grantee, in making project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the ODCP.
- e. The Grantee shall maintain a sufficient recordkeeping system to provide statistical data for the purpose of planning, monitoring, and evaluating their program.
- f. The Grantee shall retain all pertinent records and books of accounts related to this contract for a period of three (3) years following the closure of the Grantee's most recent audit report. In the event of litigation, negotiation or audit findings, the records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

6. Cash/In-Kind Match (If required and included in the approved budget).

Grant application materials will specify the level and conditions of match required for each grant program. If cash or in-kind match is required, the match will be identified in the grant contract signed by the grantee as well as in the approved budget. If "cash" match is included in the approved budget, the Grantee must be able to demonstrate that the match is from a new appropriation, or from existing resources which were not intended for the stated program purpose

The Grantee shall maintain records clearly showing the source, the amount, and the timing of all match contributions. The following may be used as cash match:

- a. Local and State appropriations;
- b. Funds contributed from private sources;
- c. Federal funds from the following sources:
 1. Housing and Community Development Act of 1974;
 2. Appalachian Regional Development Act;
 3. General Revenue Sharing;
- d. Existing resources (as long as the existing funds were used in areas other than the stated program purpose);
- e. Salaries of existing personnel who are transferred to grant activities (if the original positions are filled with new personnel);
- f. Asset forfeiture funds resulting from State or Federal court action per applicable state and Federal guidelines;
- g. Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award;
- h. Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions on Tribal lands; and
- i. Funds otherwise authorized by law.

All funds designated as match are restricted to the same use as grant program funds. The matching share must be obligated by the end of the period for which Federal funds have been made available for obligation under an approved program or project. The Grantee must submit a written plan for expenditure of matching funds if requested by the ODCP.

7. Non-Supplanting Requirement.

Federal funds must be used to supplement existing funds for program activities and not replace those funds which have been appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

8. Program Income.

“Program income” means gross income earned by the Grantee during the grant period as a direct result of the grant award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project.

Program income shall be accounted for and used for any purpose that furthers the broad objectives of the legislation under which the award was made.

Program income earnings and expenditures must be reported with claims for reimbursement and must be used in accordance with the provisions of 2 CFR Part 200, Uniform Administrative Requirements.

9. Subcontracting.

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by the ODCP, with the exception of subcontracts under \$1,000. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor, and the contract policies and requirements. All grant related certifications and conditions agreed upon by the applicant agency shall be passed on to subcontracting agencies. Subcontractors shall complete the Standard Grant Condition Certification.

Open and free competition is required unless specific advanced approval is obtained to use a noncompetitive approach in contracting for a good or service.

10. Unreasonable restrictions on competition under the award; association with federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

The Grantee monitoring responsibilities include monitoring of subrecipient compliance with this condition.

11. Property and Equipment.

- a. Iowa Administrative Code, Chapter 110 and [Section III, 3.7 of OJP's Financial Guide](#) prescribe property rules and regulations.
- b. The Grantee shall develop procedures to assure competitive acquisition of approved purchases.
- c. Definition of Equipment: Any item costing \$5,000 or more and having an anticipated useful life of more than one year. Chairs, tables, files and movable partitions costing less than \$5,000 shall be accounted for in aggregate. All other items of equipment shall be accounted for individually.

The above definition identifies a minimum list of items, which must be considered as equipment. The Grantee's accounting system may include other items of equipment as well.

- d. The Grantee shall maintain property records, inventory control, and maintenance procedures for all non-expendable property purchased all or in part with grant funds. An inventory report form must be completed and submitted with the last project report to the ODCP. Procedures for managing equipment (including replacement, whether acquired in whole or in part with project funds), will, at a minimum, contain records, which include the following:
 - 1.) Description of the property;
 - 2.) Serial number or other identification number;
 - 3.) Source of the property;
 - 4.) Identification of who holds the title;
 - 5.) Acquisition date;
 - 6.) Cost of the property;
 - 7.) Location of the property; and
 - 8.) Disposition data including the date of disposal and sale price.
- e. Title of Property: Notwithstanding any other provision of law, title to all expendable and nonexpendable property purchased with grant funds made available under the Grant Program shall vest in the agency that purchased the property, if it certifies to the ODCP that it will use the property for the purposes outlined in the grant application. If such certification is not made, title to the property shall vest in the State of Iowa, which shall seek to have the property used for program related purposes elsewhere in the state prior to using it or disposing of it in any other manner.
- f. Use of Property: The Grantee may use property acquired in whole or in part with Federal funds for the authorized purpose of the original grant as long as needed whether or not the program or project continues to be supported by Federal funds.

12. Computer Systems.

No federal funding may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

13. Travel.

Travel specifically identified in the grant application and budget is approved for reimbursement by the ODCP. Out of state training and travel not identified and approved in the application and grant budget requires approval by the ODCP prior to reimbursement. Requests for out-of-state training and travel must be submitted to the ODCP in writing. The Grantee shall follow its own written policies, or conditions set forth in the grant. Meal and lodging rates cannot exceed state rates.

In-State meal rates

- Breakfast \$8.00
- Lunch \$10.00
- Dinner \$19.00

Out of State:

Meal rates are determined by City Level. The following link shows the level for the location you are traveling to - <https://das.iowa.gov/state-accounting/travel-relocation/out-state-travel/out-state-city-levels>

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Breakfast	\$ 8.00	\$ 8.00	\$10.00	\$12.00
Lunch	\$10.00	\$11.00	\$12.00	\$15.00
Dinner	\$19.00	\$25.00	\$29.00	\$38.00

In-state lodging is limited to \$80.00 including taxes.

Out of state lodging limits are defined by the federal travel regulations (FTR) <https://www.gsa.gov/travel/plan-book/per-diem-rates>

State policy requires lodging providers to participate in [Human Trafficking Prevention Training](#) and be listed on the state's [Certified Locations List](#).

There may be exceptions to the lodging rates when staying at the facility hosting the event. If the event location rate exceeds the rate listed above, contact our office to receive ***prior approval***.

In the event a reasonable and prudent policy does not exist, State of Iowa approval rates will apply to subrecipient travel costs. Subrecipients are encouraged to contact ODCP with questions regarding travel reimbursement rates and processes.

14. Payments.

Expenditure reimbursement shall be made on program cash expenditures included in the grant budget and upon the receipt and acceptance by the ODCP of a properly completed and authorized expenditure report and supporting documentation. Final reimbursement must be requested within 23 days after the end of the grant performance period.

Payments may be adjusted by ODCP to correct disallowances resulting from audit or contract review. Reimbursement may be withheld if a grantee is delinquent in program reporting or if the grantee fails to meet any contract condition.

15. Reporting.

Form to be Used:

- a. Claim for Reimbursement - Completed online at www.iowagrants.gov

Due Date:

Due by the 23rd day of **each** month, following expenditures. Projects in good standing may elect to submit on a quarterly basis.

Final Payment shall be requested within 23 days of the end of the grant performance period.

- b. Quarterly Progress Reports - Completed online at www.iowagrants.gov

Due Date:

October 23rd
January 23rd
April 23rd
July 23rd

- c. Inventory Report Form
Equipment purchased all or in part with grant funds must be listed on the inventory report form. (See property.) Due to the ODCP 30 days after the grant period.

Due Date

30 Days from the end of the grant performance period.

- d. Annual Audit Report
If agencies are exempt from audit requirements, the Grantee must keep records that are available for review or audit by appropriate officials including the Federal agency, the State agency, and the US Government Accountability Office (GAO).

Due Date

For July 1st through June 30th audit is due by March 31st

16. Awards to private agencies - accounting system audit requirement.

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds. This audit must be conducted in accordance with the Government Auditing Standards (July 2018 Revision), as found on the GAO website. The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award. Audits must be conducted no less frequently than every 2 years. The dollar threshold applies as established for audit reports in OMB Circular A-133, as amended.

17. Audits:

Subrecipients of Federal funds are required to permit access to their records and financial statements as necessary to comply with Title 2 CFR Part 200, Subpart F Audit Requirements and Code of Iowa, Chapter 11, Audit of Counties, Cities and School Districts.

Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including pass-through subawards) in the State fiscal year (July 1 - June 30) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 CFR Part 200, Subpart F.

Non-Federal entities that expend less than \$750,000 in Federal awards in a fiscal year are exempt from audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass-through entity, and General Accounting Office (GAO).

A management letter must be submitted with the audit report. Grantee audit reports must be submitted no later than nine (9) months after the close of each fiscal year during the term of the award. Grantees shall comply with any audit resolution activities as directed by the ODCP.

Audit costs for audits not required or performed in accordance with Title 2 CFR Part 200, Subpart F are not allowable. If the grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.

18. Monitoring/Evaluation.

The ODCP reserves the right to monitor the Grantee's performance through site visits, reports, or other means deemed necessary by the ODCP. The Grantee agrees that the ODCP may conduct site visits to review grant compliance, assess management controls, assess the applicable activities or strategies, and provide technical assistance. In addition, the Grantee shall provide any data or information required for the purposes of monitoring and program evaluation. Such evaluation may be conducted by the ODCP or other appropriate agencies. The Grantee shall ensure the cooperation of the Grantee's employees, agents, and board members in such efforts.

Following each site visit or review the ODCP may submit a written report to the Grantee, which will identify the findings. A corrective action plan with a timetable to address any deficiencies or problems noted in the report may be requested by the ODCP. The corrective action plan shall be submitted to the ODCP for the approval within the timeline outlined in the written report. The Grantee shall carry out the plan after it is approved by the ODCP. Failure to do so may result in suspension or termination of funding.

19. Changes in the Program.

- a. Changes in Service: Changes in types of services provided by the Grantee as agreed to in the application and award require **prior approval** by the ODCP. Discontinuation or modification of a service without prior approval may result in a decrease in the grant amount or termination of the grant.
- b. Changes in Location: The Grantee shall notify the ODCP of any change in office or service location (relocation, addition, or deletion) from that shown in the application within 72 hours of such change.
- c. Changes in Program Director or Other Personnel: When there is a change in the program director or any other personnel supported by the grant from that shown on the application, the ODCP must be notified. The Grantee is responsible for replacement, and written notification to the ODCP of each action within 72 hours.
- d. Change in Legal Applicant/Grantee: This grant shall not be assigned, transferred, or conveyed in whole or in part by the Grantee to any third party or parties without

prior written approval from the ODCP. A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one legal entity to another. A change of Grantee must be approved in advance by the ODCP. The ODCP reserves the right to not contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project; and, a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by the ODCP prior to the date of transfer.

- e. Change in Budget: Due to the fact that budget line item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget revision requests must be submitted, and approved by, the ODCP prior to the revised expenditure of funds. The ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested, via iowagrants.gov, by the legal applicant and/or the legal applicant's authorized designee (e.g. the Program/Project Director), who must certify that the change in budget does not constitute a change in the goals and objectives of the program.

20. Copyrights.

The U.S. Department of Justice and the State of Iowa, ODCP reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: a) the copyright in any work developed under a grant, or contract under a grant or subgrant; and b) any rights of copyright to which Grantee or contractor purchases ownership with grant support.

21. Federal Funds Acknowledgment.

Program directors are encouraged to make the results and accomplishments of their activities available to the public. Prior ODCP approval is not needed for publishing the results of an activity under a grant project; however, an acknowledgment of State/Federal support must be made. The Grantee shall, when issuing statements, press releases, and other documents describing the grant project, clearly state: a) the percentage of the total cost of the project which was or will be financed with Federal and State funds; and b) the dollar amount of Federal and State funds for the project.

Any publication (written, visual, or sound), whether published at the Grantee's or government's expense, shall contain the following statements: (NOTE: This excludes press releases, newsletters, and issue analyses.)

"This project was supported by Grant No._____, awarded by the U. S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or the Governor's Office of Drug Control Policy."

22. Release of Information and Confidentiality of Records.

- a. Release of Public Grant Information: The Grantee is required to make available all records, papers and other documents kept by the Grantee relating to the receipt and disposition of any funds, if requested by any member of the public. All such records shall be available except when access to the records is limited by Federal or State

confidentiality regulations. The intended use of such information will not be a criterion for release.

- b. Confidentiality of Records: The Grantee shall maintain the confidentiality of all confidential records related to this grant in accordance with Federal and State laws. Privacy rights of parents and students apply to this program. Grantee policies and procedures shall provide that records of the identity, diagnosis, prognosis, or treatment of any client which are maintained in connection with the performance of the grant be kept confidential and be used only for the purposes and under the circumstances expressly authorized under the Federal confidentiality regulations 42 CFR part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records" and the Code of Iowa, Chapter 22.7. The Grantee shall comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 CFR part 22 that are applicable to the collection, use, and revelation of data or information.

23. Protection of human research subjects

The grantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

24. Conflict of Interest.

The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

25. Report Misuses of Funds.

The Grantee must promptly refer to the ODCP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subcontract for services.

26. Restrictions and certifications regarding non-disclosure agreements and related matters.

No Grantee or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any

other form issued by a Federal department or agency governing the nondisclosure of classified information.

1) In accepting this award, the Grantee--

- a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Drug Free Workplace.

Each Grantee receiving an award from the Governor's Office of Drug Control Policy shall certify that it will maintain a drug-free workplace, or in the case of a Grantee, who is an individual, certify to the agency that his or her conduct of award activity will be drug-free. If a Grantee makes a false certification, the Grantee is subject to suspension, termination, and debarment. In order to comply with the Drug Free Workplace Act of 1988, Grantees are required to report any conviction of their employees under a criminal drug statute for violations occurring on the Grantee's premises or off the Grantee's premises while conducting official business. A report of a conviction must be made to the ODCP within ten (10) days of receiving notices of such conviction.

28. Americans With Disabilities Act.

The Grantee shall comply with Subtitle A, title II of the Americans with Disabilities Act (ADA), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation, 28 CFR Part 35.

29. Immigration and Naturalization Service.

The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

30. Limited English Proficiency.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them

comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.”

Local interpreters and translators may be available through the Iowa Interpreters and Translators Association at <https://www.iitanet.org> .

31. Nondiscrimination/Equal Employment Opportunity Program.

- a. All grant recipients, including contractors, will comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); Juvenile Justice Prevention Act of 1974 (34 U.S.C. § 11182(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973 (29 U.S.C. 794); Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); and U.S. Department of Justice Regulation – Partnerships with Faith-Based and Other Neighborhood Organizations (28 C.F.R. pt. 38).
- b. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the Grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Iowa Governor’s Office of Drug Control Policy (ODCP).
- c. The Grantee will provide an Equal Employment Opportunity Plan (EEOP) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Grantee agencies receiving less than \$25,000; grantee agencies with less than 50 employees; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEOP requirement, but the grantee is required to claim the exemption through OCR’s EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>. Grantees required to submit an EEOP shall submit it directly to the OCR through the online EEO Reporting tool. A copy of the certification form shall also be submitted to the ODCP. Information about civil rights obligations of grantees can be found at www.ojp.usdoj.gov/ocr .
- d. In accordance with Federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act, (IAC Ch 216), prohibits discrimination in employment because of a person’s: Race, Creed, Color, Sex, Age, National Origin, Gender Identity, Sexual Orientation, Disability, or Religion.

- e. Grant recipients, if required, must make available, upon request, its Affirmative Action Program containing goals and time specifications.
- f. This contract may be suspended or terminated, in whole or in part, in the event of the Grant recipient’s noncompliance with this section and the recipient may be declared ineligible for further contracts with the ODCP. Additionally, the ODCP may take

- further action by imposing other sanctions or invoking other remedies as provided by the Iowa Civil Rights Act of 1965 or as otherwise provided by law.
- g. The U.S. Department of Justice, Office for Civil Rights issued an advisory document for grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, the Grantee should consult local counsel in reviewing their employment practices. If warranted, the Grantee should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

32. Findings of Discrimination.

The Grantee assures that in the event a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, disability, age, sexual orientation, gender identity, or sex against a recipient of funds, the Grantee will promptly forward a copy of the finding to the Governor's Office of Drug Control Policy.

33. Determination of suitability required, in advance, for certain individuals who may interact with participating minors

1. Advance determination regarding suitability. The Grantee (and any subrecipient at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the Grantee or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.e., and taking into account the factors and considerations described in paragraph 4.
2. Updates and reexaminations
 - a. The Grantee (or subrecipient) must, at least every five years, update the searches described in paragraph 3.e, reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.
 - b. The Grantee also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.
3. Definitions
 - a. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the Grantee (or subrecipient)) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the Grantee (or

- subrecipient). Such an individual might be an employee of a Grantee (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.
- b. "Participating minor." All individuals under 18 years of age participating in grant funded activities are participating minors.
 - c. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--
 - i. brief contact that is both unexpected by the Grantee (or subrecipient) and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.
 - ii. personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the Grantee (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.
 - d. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds, or "program income" for the award include both--
 - i. activities carried out under the award by the Grantee (or subrecipient); and
 - ii. actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.
 - e. "Current and appropriate information"

In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the Grantee's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

 - i. Public sex offender and child abuse websites/registries

A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including—

 - a. the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);
 - b. the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
 - c. the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to,

interact with a participating minor in the course of activities under the award.

ii. Criminal history registries and similar repositories of criminal history records

For each individual at least 18 years of age who is a covered individual under this award, a fingerprint search (or, if the Grantee or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

- a. the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
- b. the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the Grantee's (or subrecipient's) written policies and procedures, in making a determination regarding suitability, the Grantee (or subrecipient) must consider the current and appropriate information described in paragraph 3.e.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the Grantee (or subrecipient) may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual--

- a. Withholds consent to a criminal history search required by this condition;
- b. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
- c. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- d. To the knowledge of the Grantee (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):
 - i. sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
 - ii. rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - iii. sexual exploitation, such as through child pornography or sex trafficking;
 - iv. kidnapping;
 - v. voyeurism; or
- e. Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. Administration; rule of construction

- a. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of the grant, and throughout the remainder of the period of performance.
- b. The Grantee is to contact the ODCP with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
- c. Nothing in this condition shall be understood to authorize or require the Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

34. Equal Treatment for Faith Based Organizations.

The Grantee shall comply with the applicable requirements of 28 C.F.R. Part 38, governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that grant awards may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grant recipients may still engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded through grant funding are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

35. Lobbying Restrictions.

The Grantee agrees that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract or grant, and the Grantee receives Federal funds exceeding \$100,000, the Grantee shall complete and submit standard [Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>
- c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

36. Sanctuary Jurisdiction (Iowa Code).

The Grantee shall comply with the provisions of Iowa Code chapter 27A, which applies to the enforcement of immigration laws. Grantees who are found to be in non-compliance with Iowa Code 27A are ineligible to receive funds through the ODCP. Rules governing the determination of non-compliance and the reinstatement of eligibility are provided in Iowa Administrative code 541 chapter 13.

37. Liability.

- a. If any provision contained herein is in conflict with any State or Federal law or shall be declared to be invalid by any court of record of this State, such invalidity shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court shall continue to be in effect.
- b. The ODCP reserves all administrative, contractual and legal remedies, which are available in the event that the Grantee violates or breaches the terms of this contract.

38. Drug Task Force.

Officers funded by the Office of Drug Control Policy who encounter minors who as a direct or indirect result of the presence and or the use of any illegal drug are at risk of exposure, abuse, or neglect shall at a minimum report the encounter to the Department of Human Services. Task forces are strongly encouraged to participate in a Drug Endangered Children program designed to identify and protect the wellbeing of these youth.

39. Drug Task Force Training.

Each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When registering for the training, participants should use the preauthorization code **QX6S4**

40. Safe Policing and Law Enforcement

Grants made to State, local, college, or university law enforcement agencies shall be certified by an approved independent credentialing body or have started the certification process regarding the following two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

41. Use of Force Training Metrics.

(Byrne JAG Grantees Only) Law enforcement agencies receiving direct or sub-awarded JAG funding must submit accountability metrics data related to training that officers have

received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

42.NEPA Clandestine Methamphetamine Laboratories.

This condition facilitates compliance with the provision of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, “meth lab operations”]. No Federal monies from this award may be obligated to support meth lab operations unless the grant recipient implements this condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental, health and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grant recipient for any OJP funded meth lab operations:

- a. The grant recipient shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.
- b. Grant recipients shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure the adverse environmental, health, and safety impacts in the Assessment are mitigated in a manner consistent with the requirements of this condition.
- c. Grant recipients shall monitor grant funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee’s Mitigation Plan.

Methamphetamine Mitigation Conditions

Where applicable, grant recipients shall:

- a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
- b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
- c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
- d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
- e. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;

- f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
- g. Monitor the transport, disposal and recycling components of subparagraphs number “e” and “f” immediately above in order to ensure proper compliance;
- h. Have in place and implement a written agreement with the responsible State environmental agency. This agreement must provide that the responsible State environmental agency agrees to: (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory; and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the State environmental agency and in accordance with existing State and Federal requirements;
- i. Have in place and implement a written agreement with the responsible State or local service agencies to properly respond to any minor, as defined by State law, at the site. This agreement must ensure immediate response by qualified persons who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up tests, examinations, or health care made necessary as a result of methamphetamine toxicity; and
- j. Report all clandestine lab responses to the Iowa Division of Narcotics Enforcement using EPIC report form #143. Assistance in completing this form is available by calling 515/281-9054.

43. System for Award Management (SAM) and Universal Entity Identifier (UEI) Registration.

Grant recipient shall register and provide the Governor’s Office of Drug Control Policy a UEI Number. The Grantee shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

44. Recipient Integrity and Performance.

The Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the Federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the Federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

45. Disclosure of “High Risk” Designation by Federal Agency.

The Grantee shall disclose to the Office of Drug Control Policy any designation of “high risk” by any Federal grant-making agency currently or at any time during the course of the period of performance under the award. For purposes of this disclosure, high risk includes any status under which a Federal awarding agency provides additional oversight due to the Grantee’s past performance, or other programmatic or financial concerns with the Grantee.

46. Breach of Personally Identifiable Information.

The Grantee (including other participating agency supported by the award) must have written procedures in place to respond in the event of an actual or imminent "breach" if it (or participating agency)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Grantee’s breach procedures must include a requirement to report actual or imminent breach of PII to the Office of Drug Control Policy no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. The ODCP will in turn report the breach to the appropriate Federal agency.

47. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance).

48. Withholding of Support, Suspension, and Termination.

- a. Withholding of Support: With ten (10) days written notice, the ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by Grantee and approved by the ODCP. Reasons may include, but are not limited to the following:
 - 1.) Delinquency in submitting required reports;

- 2.) Failure to provide adequate management of the funds;
 - 3.) Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract; and
 - 4.) Failure to regularly coordinate the activities and services with other local providers funded by the ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.
- b. Suspension: When, as determined by the ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, the ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that the ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by the ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until the ODCP terminates the grant.
- c. Termination:
1. Termination for Cause: The ODCP may terminate a grant in whole or in part any time before the date of completion if the ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, the ODCP must send written notice to the Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by the ODCP shall be made in accordance with the terms and conditions of this grant.
 2. Termination on Other Grounds: In addition to termination for cause, the ODCP grants may be terminated in whole or in part as follows:
 - a By the ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
 - b By the Grantee. Sixty (60) days written notice to the ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
 - c By the ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination.
 - d By the ODCP in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever the ODCP determines that such termination is in the best interests of the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided and non-cancellable obligations incurred under this contract up to and including the date of termination.

- e In addition, the ODCP may terminate this contract effective immediately without penalty and without advance notice for any of the following reasons:
 - i. The Grantee furnished any statement, representation, warranty or certification in connection with this Contract, the RFP **or other solicitation document** that is false, deceptive, or materially incorrect or incomplete;
 - ii. **The Grantee** or any of **its** officers, directors, employees, agents, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
 - iii. The Grantee terminates or suspends its business;
 - iv. The **Grantee** has failed to comply with any applicable international, Federal, State (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
 - v. The **ODCP** determines or believes the **Grantee** has engaged in conduct that: (a) has or may expose the **ODCP** or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
 - vi. **The Grantee** knowingly infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or **the Grantee** misappropriates or allegedly misappropriates a trade secret or ;
 - vii. **The Grantee** fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy.
- 3. Termination for Convenience. The ODCP may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever, for any reason, the ODCP determines that such termination is in the best interests of the ODCP or the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract up to and including the date of termination.
- d In the event of termination, the Grantee shall be reimbursed by the ODCP only for those allowable costs incurred or encumbered up to and including the termination date, subject to the continued availability of funds to the ODCP. Upon receipt of notice of termination the Grantee shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Grantee shall also immediately cease using and return to the ODCP any personal property, equipment, or materials

- provided by the ODCP to the Grantee and shall immediately return to the ODCP any payments made by the ODCP for services that were not rendered by the Grantee.
- e. In the event of termination, the Grantee agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, and reports. The Grantee shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Grantee fails to ensure a smooth transition of services to clients, the ODCP may, at its sole discretion, place the Grantee on its list of contractors barred from entering into any contract with the ODCP and immediately terminate all other existing contracts between the ODCP and the Grantee. The Grantee shall cooperate in good faith with the ODCP and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement provider.
 - f. The ODCP shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates; any costs incurred by Grantee in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract; any taxes Grantee may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
 - g. The ODCP reserves all administrative, contractual and legal remedies which are available in the event that the Grantee violates or breaches the terms of this contract.

49. Indemnification.

The Grantee and its successors and assignees agree to indemnify and hold harmless the State of Iowa and the ODCP and its officers, employees, agents, and volunteers from any and all liabilities, damages, settlements, judgments, costs and expenses, including the reasonable value of time spent by the Attorney General's Office and the costs and expenses and reasonable attorney fees of other counsel required to defend the ODCP or the State of Iowa, related to or arising from any of the following:

- a. Any violation of this contract.
- b. Any negligent, intentional, or wrongful act or omission of the Grantee, its officers, employees, agents, board members, contractors or subcontractors, or any other person in connection with this project.
- c. Any infringement of any patent, trademark, trade dress, trade secret, copyright, or other intellectual property right.
- d. The Grantee's performance or attempted performance of this contract.
- e. Any failure by the Grantee to comply with all Federal, State, and local laws and regulations.
- f. Any failure by the Grantee to make all reports, payments, and withholdings required by Federal and State law with respect to social security, employee income, and other taxes, fees, or costs required by the Grantee to conduct business in the State of Iowa.

- g. The death, bodily injury or damage to property of any enrollee, agent, employee, business invitee or business visitor of the Grantee or any of its subcontractors.
- h. Any failure by the Grantee to adhere to the confidentiality provisions of this contract.

50. Warranties.

- a. The Grantee represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Grantee; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the ODCP hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the ODCP hereunder or under any license agreement related hereto without violating any rights of any third party; (ii) Grantee has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the ODCP herein; and (iii) the ODCP shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.
- b. The Grantee represents and warrants that: (i) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (ii) the ODCP's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Grantee further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Grantee shall inform the ODCP in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Grantee shall, at the ODCP's request and at the Grantee's sole expense: (i) procure for the ODCP the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to the ODCP all fees, charges and any other amounts paid by the ODCP with respect to such Deliverable. In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the ODCP and shall survive termination of this Contract.
- c. The Grantee represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications.

- d. The Grantee represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the ODCP notifies Grantee of any services performed in violation of this standard, Grantee shall re-perform the services at no cost to the ODCP, such that the services are rendered in the above-specified manner, or if the Grantee is unable to perform the services as warranted, Grantee shall reimburse the ODCP any fees or compensation paid to Grantee for the unsatisfactory services.
- e. The Grantee represents and warrants that the Deliverables will comply with any applicable Federal, State, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

51. Status of Grantee.

The Grantee shall at all times be deemed an independent contractor. The Grantee, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency or department of the State. The Grantee shall be responsible for withholding all taxes and shall hold the ODCP harmless for any claims for the same.

52. Choice of Law and Forum.

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the ODCP or the State of Iowa.

53. Immunity from Liability.

Every person who is a party to the Contract is hereby notified and agrees that the State, the ODCP, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's and/or subcontractors' activities involving third parties and arising from the Contract.

54. Compliance with Iowa Code chapter 8F.

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Grantee certifies it will comply with the requirements of the Iowa Code chapter 8F. The Grantee shall forward

any compliance documentation, including but not limited to certifications, and any compliance documentation received from subcontractors by the Grantee to the ODCP.

55. Enhancement of Contractor Employee Whistleblower Protections.

41 U.S.C. 4712 states, “employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblowing protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure “that the employee reasonably believes is evidence of any of the following:

- 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 a law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee’s disclosure must be made to:

- A member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of the “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections” is in effect for all grants, contracts, subgrants, and subcontracts.

56. Ownership of Deliverables.

Ownership and Assignment of Other Deliverables. The Grantee agrees that the State and the ODCP shall become the sole and exclusive owners of all Deliverables. Grantee hereby irrevocably assigns, transfers and conveys to the State and the ODCP all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Grantee represents and warrants that the State and the ODCP shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Grantee or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Grantee. The Grantee (and Grantee’s employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to

the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the ODCP and the payment of such royalties or other compensation as the ODCP deems appropriate. Unless otherwise requested by ODCP, upon completion or termination of this Contract, Grantee will immediately turn over to ODCP all Deliverables not previously delivered to the ODCP, and no copies thereof shall be retained by Grantee or its employees, agents, subcontractors or affiliates, without the prior written consent of the ODCP. To the extent any of Grantee's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Grantee hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

57. Confidentiality, IT Standards, and Security.

a. The Grantee will comply with and adhere to the following the ODCP and State information technology standards and provide training to Grantee's employees and subcontractors concerning such standards, procedures and protocols as applicable.

1. Data Backup Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of the ODCP required services.
2. Data Stewardship Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.
3. Interconnectivity Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.
4. Laptop Data Protection Standard: Applicable to Grantees which utilize laptops to process, store, transmit or monitor data essential to the performance of the ODCP required services or connects to state owned or managed network.
5. Removable Storage Encryption Standard: Applicable to Grantees which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of the ODCP required services.
6. Web Application Security Standard: Applicable to Grantees which develop, manage or utilize state resources including but not limited to websites, data systems, desktop applications and web based services.
7. Website Accessibility Standard: Applicable to Grantees which develop and maintain ODCP web pages.

Current state information technology standards are accessible online at.

<https://ocio.iowa.gov/home/standards>

b. The Grantee will take all precautions and actions necessary to: (i) prevent unauthorized access to the ODCP's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the ODCP's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Grantee agrees that it will not

copy, reproduce, transmit, or remove any ODCP (or State) information or data without the prior written consent of the ODCP. Grantee agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the ODCP or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Grantee or Grantee's employees, agents and subcontractors. Breaches of security include, but are not limited to:

- 1 Disclosure of confidential or sensitive information;
- 2 Unauthorized access to ODCP or State systems;
- 3 Illegal technology transfer;
- 4 Sabotage or destruction of ODCP or State information or information systems;
- 5 Compromise or denial of ODCP or State information or information systems;
- 6 Damage to or loss of ODCP or State information or information systems; and
- 7 Theft.

a. The Grantee shall immediately report to the ODCP any such breach of security. In the event of a breach of this section or any breach of security as described herein, the ODCP may terminate this Agreement immediately without penalty or liability to the ODCP and the State and without affording Grantee any opportunity to cure.

58. Qualifications of Staff.

The Grantee shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Grantee, are properly licensed, certified or accredited as required under applicable Federal and State law and the Iowa Administrative Code. The Grantee shall provide standards for service providers who are not otherwise licensed, certified or accredited under Federal or State law or the Iowa Administrative Code.

59. State Agencies and Iowa Regent Institutions.

If the Grantee is a state agency or state of Iowa Regent Institution:

- a) Section 49 (Indemnification) and Section 51 (Status of Grantee) shall be of no force and effect.
- b) Section 50 (Warranties) shall be modified to delete the phrase "and warrants" each time said phrase is mentioned. Additionally, the following sentence shall be deleted from 50(b): "In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section."
- c) Section 56 shall be modified to add the following sentence: The ODCP and State agree to provide to Grantee a non-exclusive, royalty-free license to use the Deliverables for its own research and educational purposes, for the purpose of complying with this Grant, and for any purpose authorized or required by federal or state law.

Revised June 30, 2022

Iowa Governor's Office of Drug Control Policy

STANDARD GRANT CONDITIONS CERTIFICATION

Legal Applicant & Program/Project Director

On behalf of, (*agency*) _____ I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa/Governor's Office of Drug Control Policy Grant Program.

(Legal Applicant – Print or Type)
(Date)

(Signature Legal Applicant)

(Program/Project Director – Print or Type)
(Date)

(Signature Program/Project Director)

(Date)

Iowa Governor's Office of Drug Control Policy
CERTIFIED ASSURANCES

NON-SUPPLANTING

The grantee assures that Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for project activities.

MATCHING FUNDS

The grantee assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for criminal justice activities by the recipients of grant funds and shall be provided on a project-by-project basis.

RECORD KEEPING

The grantee assures that fund accounting, auditing, monitoring, evaluation procedures, and such records as the Governor's Office of Drug Control Policy shall require, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

REPORTING

The grantee assures that it shall maintain such data and information and submit such reports in such form, at such times, and containing such data and information as the Governor's Office of Drug Control Policy may reasonably require to administer the program.

FINANCIAL AND ADMINISTRATIVE GUIDE

The grantee assures that it will comply with the provisions of the Office of Justice Programs' "Financial and Administrative Guide for Grants. <http://ojp.gov/financialguide/DOJ/index.htm>

COMPLIANCE WITH FEDERAL PROCEDURES

The grantee assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information Systems; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

DUNS/SAM Registration:

The grantee assures that it will register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The recipient shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

Recipient Integrity and Performance

The grantee assures that it will comply with any and all applicable requirements regarding reporting of

information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

CERTIFICATION

I certify that the program in this application meets all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; that all the information presented is correct; and the application will comply with the provisions of the Act and all other Federal laws, regulations, and guidelines. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, the undersigned shall assure the applicable conditions above apply to all recipients of assistance.

Signature - Project Director

Signature - Legal Applicant

Date

Date

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person: _____

2. Title/Address: _____

3. Telephone Number: _____

4. Number of persons employed by the agency responsible for administering this grant:

Iowa Governor's Office of Drug Control Policy
US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, participants' responsibilities. The regulations were published as Part VIII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance: The grantees shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, City, County, State, zip code):

Organization Name

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

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

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

- (1) No 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Forms are available from the Governor's Office of Drug Control Policy.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Name and Address of Organization

Name of Authorized Individual

Signature and Date

IOWA CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM

Governor's Office of Drug Control Policy
Pape State Office Bldg., 5th Floor
215 E. 7th Street, Des Moines, Iowa 50319 (515) 725-0300

CESF CFDA #16.034

Grantee: Linn County 501 13 th Street NW Cedar Rapids, Iowa 52405	Grant #20-CESF-000449 Grant Period: July 1, 2022 – December 31, 2022 Federal: 20,000 Match: \$0 Total: 20,000	
ODCP Contact: Dennis Wiggins 515/725-0311		
Legal Applicant: Ben Rogers	Program Director: Erin Foster	
<i>This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.</i> SPECIAL CONDITIONS		
In witness wherefore, the parties hereto have executed this grant the day and year specified below.		
SIGNATURES/DATES		
_____ Legal Applicant/Date	_____ Program Director/Date	_____ ODCP Administrator/Date

LINN COUNTY AUDITOR'S OFFICE

Joel Miller | Auditor

Rebecca Shoop | First Deputy

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5300

LinnCounty.org



October 01, 2022

To: Linn County Board of Supervisors

From: Joel D. Miller, Linn County Auditor & Commissioner of Elections

Re: Statement of Election Costs

Please receive and place on file the election cost figures below. The figures represent costs for the **Alburnett Community School District Special Election held on September 13, 2022**. Costs for this election will be assessed as shown below.

Joel D. Miller***Linn County Auditor***

935 2nd St. SW

Cedar Rapids, IA 52404

(p) 319-892-5300 (f) 319-892-5359

**Cost
Statement*****Special Election - Anamosa - September 13, 2022***

WAGES / MILEAGE	
Election Officials / Precinct Rovers / etc.	\$1,020.00
Mileage Reimbursements	\$156.87
PRINTING	
Election Registers	\$25.00
Ballots	\$224.00
SUPPLIES	
Tally Envelopes/ Spoiled Ballot Envelopes	\$0.94
Absentee Ballot Envelopes/Supplies	\$15.13
Voter Rosters	\$0.80
"I Voted" Stickers	\$1.76
Labels/Paper at Precinct (E-Poll Book)	\$1.17
Miscellaneous Forms & Supplies	\$23.15
PUBLICATIONS & ADVERTISING	
Public Notices & Sample Ballots	\$106.29
POSTAGE	
Absentee Ballots - Returned by Mail	\$7.91
POLLING PLACE	
Technician Van Gas	\$16.79
OTHER	
Lookup Tool Update (Paid by Election Services)	\$75.00
Photo Copier Rental (Paid by Election Services)	\$97.97
ELECTION TOTAL:	\$1,772.78

LESS AMOUNT PAID BY ELECTION SERVICES: \$382.87

ELECTION COST TO DISTRICT: \$1,984.48

If you have any questions regarding this statement, contact the Elections Office at 892-5300.

Please make warrant payable to the LINN COUNTY TREASURER and remit to:

Linn County Election Services

935 2nd St SW

Cedar Rapids, IA 52404

Thank You.

LINN COUNTY AUDITOR'S OFFICE

Joel Miller | Auditor

Rebecca Shoop | First Deputy

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5300

LinnCounty.org



October 03, 2022

To: Linn County Board of Supervisors

From: Joel D. Miller, Linn County Auditor & Commissioner of Elections

Re: Statement of Election Costs

Please receive and place on file the election cost figures below. The figures represent costs for the **Anamosa Community School District Special Election held on September 13, 2022.** Costs for this election will be assessed as shown below.

Joel D. Miller*Linn County Auditor*

935 2nd St. SW

Cedar Rapids, IA 52404

(p) 319-892-5300 (f) 319-892-5359

**Cost
Statement*****Special Election - Anamosa - September 13, 2022***

WAGES / MILEAGE	
Election Officials / Precinct Rovers / etc.	\$1,060.00
Mileage Reimbursements	\$143.37
PRINTING	
Election Registers	\$5.30
Ballots	\$56.00
SUPPLIES	
Tally Envelopes/ Spoiled Ballot Envelopes	\$0.94
Absentee Ballot Envelopes/Supplies	\$10.08
Voter Rosters	\$0.20
"I Voted" Stickers	\$0.30
Labels/Paper at Precinct (E-Poll Book)	\$0.20
Miscellaneous Forms & Supplies	\$21.85
PUBLICATIONS & ADVERTISING	
Public Notices & Sample Ballots	\$84.21
POSTAGE	
Absentee Ballots - Returned by Mail	\$5.27
POLLING PLACE	
Technician Van Gas	\$16.79
OTHER	
Lookup Tool Update (Paid by Election Services)	\$75.00
Photo Copier Rental (Paid by Election Services)	\$97.97
ELECTION TOTAL:	\$1,577.49

LESS AMOUNT PAID BY ELECTION SERVICES: \$382.87

ELECTION COST TO DISTRICT: \$1,697.63

If you have any questions regarding this statement, contact the Elections Office at 892-5300.

Please make warrant payable to the LINN COUNTY TREASURER and remit to:

Linn County Election Services

935 2nd St SW

Cedar Rapids, IA 52404

Thank You.

Purchase Order

#: PO385

9/29/2022

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Vendor

STAR EQUIPMENT LTD
2950-6TH ST SW
CEDAR RAPIDS IA 52404
United States

TOTAL

\$39,550.00

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	THAD ALEXANDER	(319) 892-6427	

Quantity	Units	Item	Description	Rate	Amount
1		EQUIPMENT - SECONDARY ROADS	TANDEM ROLLER - DYNAPAC CC1200VI PER QUOTE RECEIVED TO BE DELIVERED OCTOBER 2022	\$39,550.00	\$39,550.00

Memo: NEW EQUIPMENT PURCHASE - ROLLER

Total

\$39,550.00

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States



PO385

LINN COUNTY SECONDARY ROAD DEPARTMENT

1888 COUNTY HOME ROAD

MARION, IA 52302

PH: 319-892-6400 | FAX: 319-892-6419

LinnCounty.org



Date: 9/26/2022

To: Linn County Board of Supervisors

Re: Equipment Purchase

This request is to purchase a Dynapac roller from Star equipment for \$39,550.00.



The Secondary Road Department, along with the Purchasing Department, conducted an RFP for a roller in accordance with the Linn County Procurement Policy.

This roller meets Linn County Secondary Road Department specifications and was the low quote.

The engine in this roller is greenhouse gas compliant as it meets the EPA's Final Tier 4/EU Stage V Emissions Standards.

Estimated delivery: October 2022

This roller will be utilized ⁱⁿ ~~by~~ all Districts and the Construction Crew for asphalt patches.



THAD ALEXANDER

Shop Manager

SECONDARY ROAD DEPARTMENT

1944 County Home Road | Marion, IA 52302

Ph: 319-892-6427 | Fax: 319-892-6449

LinnCounty.org

B. K. H. 9/28/2022

2022 Roller Results

DEALER	Roller	PRICE
Star Equipment 2950 6 th Street SW Cedar Rapids, IA 52404 mitchmcdonough@starequip.com	Dynapac CC1200VI	\$ 39,555.00
Titan Machinery 4250 Grain Lane Center Point, IA 52213 319-849-3889 bruce.rempe@titanmachinery.com	Case DV26E	\$ 44,826.00
Road Machinery & Supplies Co. 10740 High Life Ct Cedar Rapids, IA 52404 515-282-0404 jwhite@rmseq.com	Bomag BW120SL-5	\$ 46,650.00
Mid Country Machinery 4734 Sergeant Road Waterloo, IA 50701 bobe@midcountry.com	Sakai SW354	\$49,000.00
Altorpher Inc. 2600 6th Street SW Cedar Rapids, IA 52404 319-365-0551 bvieth@altorfer.com	Caterpillar CB2.7GC	\$ 50,450.00
Martin Equipment 2900 6th Street SW Cedar Rapids, IA 52406 319-365-0515 djburlage@meoi.com	Wacker Nueson	\$ 69,136.00
Housby Heavy Equipment 1840 Commercial Drive Walford, IA 52351 319-365-9155 mkinney@housby.com		No Quote
Rexco Equipment, Inc. 1925 Blairsferry Road NE Cedar Rapids, IA 52402 319-393-2820 sean@rexcomail.com		No Quote
Logan Contractors Supply 2805 Stoner Court North Liberty, IA 52317		No Quote

Dynapac CC1200 VI

Double drum vibratory rollers



Technical data



Masses

Max. operating mass	7,500 lbs
Operating mass (incl. ROPS)	5,700 lbs
Module mass (front/rear)	2,700 lbs/3,000 lbs



Compaction

Centrifugal force	34/29 kN
Nominal amplitude	0.020 in
Static linear load (front/rear)	10.3/11.4 kg/cm
Vibration frequency	66/61 Hz
Water tank	205 l



Propulsion

Speed range	0-10 km/h
Vertical oscillation	±10°
Max. theoretical gradeability	42 %



Engine

Manufacturer/Model	Kubota D1703-M (III/A)
Type	Water cooled diesel engine
Rated power, SAE J1995	26 kW (35 hp) @ 2,800 rpm
Fuel tank capacity	12 gal



Engine

Manufacturer/Model	Kubota D1703-DI (T4/V)
Type	Water cooled diesel engine
Rated power, SAE J1995	18.5 kW (25 hp) @ 2,200 rpm



Engine

Manufacturer/Model	Kubota D1803-CR (T4/V)
Type	Water cooled diesel engine
Rated power, SAE J1995	28 kW (37.5 hp) @ 2,700 rpm



Hydraulic system

Driving	Axial piston pump with variable displacement and servo. 2 radial piston motors with constant displacement.
Vibration	Gear pump/motors with constant displacement.
Steering	Gear pump with constant displacement.
Service brake	Hydrostatic in forward and reverse lever.
Parking/ Emergency brake	Fail-safe multidisc brake in both drums.

Find us locally at www.dynapac.us

We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines.
The above information is a general description only, all informations are supplied without liability.

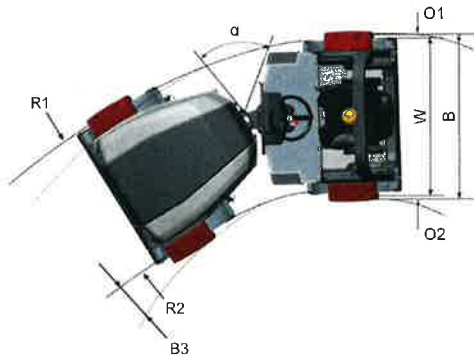
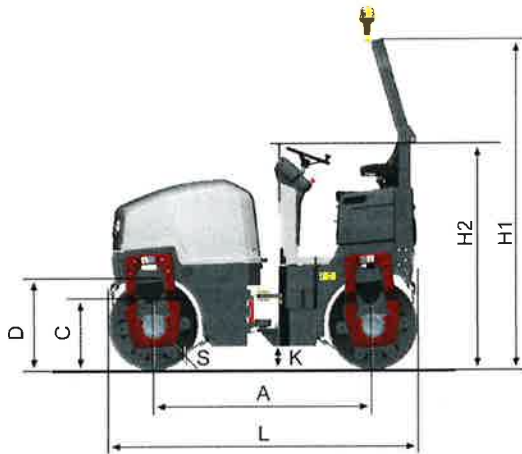
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Dynapac CC1200 VI

Double drum vibratory rollers



Technical data



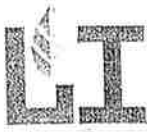
Dimensions	
A. Wheelbase	67.0 in
B. Width	52.8 in
B3. Width, offset	50 mm
C. Curb clearance	21.8 in
D. Drum diameter	27.6 in
H1. Height, with ROPS/cab	100.0 in
H2. Height, w/o ROPS/cab	68.7 in
K. Ground clearance	7.1 in
L. Length	94.5 in
O1. Overhang, right	2.8 in
O2. Overhang, left	2.8 in
R1. Turning radius, outside	148.4 in
R2. Turning radius, inside	101.2 in
S. Drum shell thickness	0.5 in
W. Working width	47.2 in
α. Steering angle	±30°

Find us locally at www.dynapac.us

We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines.
The above information is a general description only, all informations are supplied without liability.

dynapac_cc1200_vi_us-20220620.133629.pdf 2022-06-20 13:36

Q 22540-57



COUNTY

LINN COUNTY PURCHASING DIVISION

ATTACHMENT A-1

NEW TANDEM ROLLER

New Tandem Roller equipped per specifications \$ 39,555.00

Manufacturer/Model Dynapac CC1200VI

Origin of Manufacture Sweden

Delivery Date September 2022

Dealer Star Equipment Ltd

Dealer Representative Mitch McDonough, Sales Manger

Dealer Email mitchmcdonough@starequip.com

Dealer Address 2950 6th ST SW, Cedar Rapids, IA 52404

Dealer Telephone: 319-365-5139 Fax: 319-365-6726

Notes:

1. Delivered to 1944 County Home Road Marion IA

Purchase Order

#: PO386

9/29/2022

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Vendor

WRIGHT WAY TRAILERS INC
1100 N CENTER POINT RD
HIAWATHA IA 52233
United States

TOTAL

\$28,695.00

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important:** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	THAD ALEXANDER	(319) 892-6427	

Quantity	Units	Item	Description	Rate	Amount
1		EQUIPMENT - SECONDARY ROADS	TILT TAG TRAILER - BEHNKE FB8X28TPT-40A PER QUOTE RECEIVED ESTIMATED DELIVERY OCTOBER 2023	\$28,695.00	\$28,695.00

Memo: NEW EQUIPMENT PURCHASE - TILT TAG TRAILER

Total

\$28,695.00

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States



PO386

LINN COUNTY SECONDARY ROAD DEPARTMENT

1888 COUNTY HOME ROAD

MARION, IA 52302

PH: 319-892-6400 | FAX: 319-892-6419

LinnCounty.org



Date: 9/26/2022

To: Linn County Board of Supervisors

Re: Equipment Purchase

This request is to purchase a Behnke Trailer from Wright-Way Trailers for \$28,695.00.



The Secondary Road Department, along with the Purchasing Department, conducted an RFP for a trailer in accordance with the Linn County Procurement Policy.

This trailer meets Linn County Secondary Road Department specifications and was the low quote.

Estimated delivery: October 2023

This trailer will be assigned to the Construction Crew and used to haul our rollers.



THAD ALEXANDER

Shop Manager

SECONDARY ROAD DEPARTMENT

1944 County Home Road | Marion, IA 52302

Ph: 319-892-6427 | Fax: 319-892-6449

LinnCounty.org

B. K. A. 9/28/2022

2022 Trailer Results

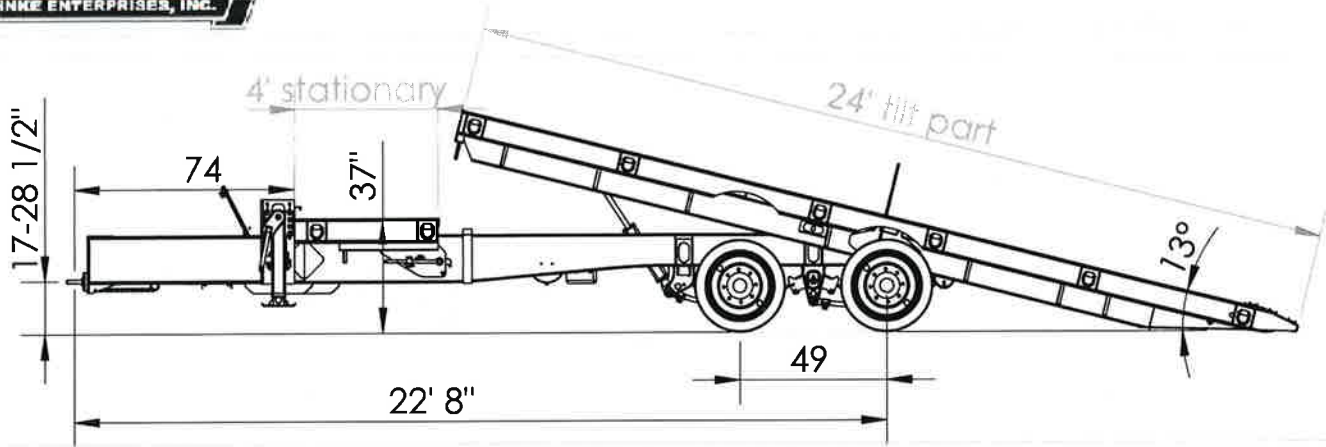
DEALER	TRAILER	PRICE
Wright-Way Trailers 1100 N Center Point Road Hiawatha, IA 52233 blake@wrightwaytrailers.com	Behnke FB8X28TPT-40A	\$ 28,695.00
Martin Equipment 2900 6th Street SW Cedar Rapids, IA 52406 319-365-0515 djburlage@meoi.com	Behnke FB8X28TPT-40A	\$ 35,900.00
Rexco Equipment, Inc. 1925 Blairsferry Road NE Cedar Rapids, IA 52402 319-393-2820 sean@rexcomail.com	Behnke FB8X28TPT-40A	\$ 37,000.00
Titan Machinery 4250 Grain Lane Center Point, IA 52213 319-849-3889 bruce.rempe@titanmachinery.com	Felling FT-40-2-T	\$ 37,716.52
Housby Heavy Equipment 1840 Commercial Drive Walford, IA 52351 319-365-9155 mkinney@housby.com	Load King LK 20-TT	\$ 40,575.92
Altorpher Inc. 2600 6th Street SW Cedar Rapids, IA 52404 319-365-0551 bvieth@altorfer.com	Trail King TKT40	\$ 44,200.00
Road Machinery & Supplies Co. 10740 High Life Ct Cedar Rapids, IA 52404 515-282-0404 jwhite@rmseq.com		No Quote
Mid Country Machinery 4734 Sergeant Road Waterloo, IA 50701		No Quote

FLATBED TILT



Manufactured by:

Behnke Enterprises, Inc. ■ 800 9th Ave. NW, Farley, IA 52046 ■ Ph. (563)744-3246 ■ Fax (563)744-9066
www.behnkeenterprises.com



GVWR	40,000 lbs
Capacity	29,950 lbs + tongue weight
Weight	10,050 lbs
General	4' stationary wood deck, 24' wood tilting deck w/knife edge beavertail, dual cushioned cylinders, 102" wide
Frame	Stationary Part: 1 Piece manufactured I-beam with 80K web and T1 flanges, 8" channel side rail, 37" unloaded deck height, headboard 4" above deck Tilt Part: 10 x 2 x 1/4 tube w/ 8" channel side rail Beavertail: 1' sloped with 1" lip and traction bars
Crossmembers	4" Jr. I-beams 16" centers
Knee Braces	formed 3/16" Gr. 50 knee braces throughout frame
Jack	(2) Dual speed Semi-style landing gear (50,000 lb capacity)
Hitch	3" pintle eye (rated @ 90,000 lbs), adjustable from 17-28 1/2"
Safety Chains	Grade 70 transporter safety chain
Tie-Downs	(16) D-rings, 8 each side
Toolbox	Lockable toolbox in V-part of tongue
Axles	(1) 25,000 lb ABS axle, (1) 25,000 lb non-ABS axle
Brakes	12 1/4 x 7 1/2 brakes (rated @ 22,500 lbs)
Suspension	Dexter HDSS
Tires	235/75R/17.5 tire and 8-bolt 17.5 x 6.75 rim
ABS	Bendix ABS
Finish and Paint	All trailers are pre-blasted, acid washed, zinc rich primer, and topped with powder coat
Electrical	all air and electric done after paint, DOT approved all sealed rubber mounted LED
Decking	1 1/2" Rough Oak
Latch	Heavy duty pipe latch locking system w/safety pin (see photos)



TAG TRAILER

To

Linn County
Britt Hutchins

ITEM	Description	Unit Price	Line Total
FB8X28TPT-40A	Flatbed Tilt Trailer- Heavy Duty Pull- type- Air Brake 40,000lb.GVW- Tandem Axle 24' Tilt Length 4' Stationary Length 8'6" Bed Width 1 20,000 lb. Heavy Duty Oil Bath Axles with Air Brake, Auto Slack Adjust and Park Brake 8 ST235-75R-17.5 (18 Ply) Tires on 8-Hole Dual Wheels Top Frame: 10x2x1/4 tube, 8" channel side rails 4" Jr. I-Beam Crossmembers on 16" centers Adjustable Pintle Hitch 1V-shaped Tongue Mount Toolbox 2 Dual Speed Semi-Style Landing Gear Dual Cushion Cylinders with Air Assist D-rings every 4' on Side Rail (No stake pockets or rub rail) Oak floor 2 1/2" Grade 70 Safety Chains Light Plug Holder Rubber Mounted LED Lights Modular Wire Harness Reflector Tape Mud Flaps Zinc Rich Primed and Powder Coated- Standard: Black, Red, Blue, Gray & Yellowstone		
		Subtotal	
		Sales Tax	
		Total	\$28,695.00

Prepared by Jessie Black
Linn County Planning & Development
935 2ND Street SW, Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

ORDINANCE NO. 10 – – 2022

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA BY MODIFYING PROVISIONS IN CHAPTER 107, ARTICLE V RELATING TO REAR YARD SETBACKS ON TRIANGULAR SHAPED LOTS; MODIFYING PROVISIONS IN CHAPTER 107 ARTICLE VI RELATING TO THE DISTANCE BETWEEN ANIMAL RUNS OR EXERCISE AREAS AND ADJOINING PROPERTY LINES, AND STANDARDS FOR CAMPGROUNDS, TRAVEL TRAILER PARKS, AND RECREATION CAMPS; MODIFYING ZONING DISTRICT USE TABLE 107-147-1 IN CHAPTER 107, ARTICLE VII; AND ADDING DEFINITIONS FOR HISTORIC SCHOOLHOUSE AND RECREATION CAMP IN CHAPTER 107, ARTICLE IX

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

SECTION 1. SECTION MODIFIED. Chapter 107, Article V, Section 107-94(h)(6) of, the Code of Ordinances, Linn County, Iowa, is hereby repealed and replaced with the following:

- (6) *Rear yards on triangular shaped lots.* Rear setbacks on triangular shaped lots shall be determined by using the rear setback distance for the zoning district drawn along each leg of the triangle and then connected by a straight line.

SECTION 2. SUBSECTION ADDED. Chapter 107, Article V, Section 107-94 of the Code of Ordinances, Linn County, Iowa, is hereby amended by adding thereto a new subsection 107-94(h)(7), hereby created to read as follows:

- (7) *Exceptions to yard setback requirements.* A required yard setback shall be kept open except for the following:

- a. Fences or freestanding walls.
- b. Ordinary projections from buildings not to exceed 24 inches including roof overhang.
- c. For commercial and industrial buildings, up to 20 percent of the required front yard area may be covered by arcades, canopies, roofs, solar power systems, or similar architectural features.

SECTION 3. SECTION MODIFIED. Chapter 107, Article VI, Section 107-115(b)(4) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

- (4) *Exercise areas.* All animal runs or exercise areas shall be located at least 100 feet from any adjoining property line. The setback may be reduced up to 50 percent through an administrative exception approved by the zoning administrator provided the animal run or exercise area is separated from the property line in question by a building along the entire length of the animal run or exercise area. Outdoor animal runs or exercise areas are prohibited within the VM Village Mixed-Use District.

SECTION 4. SECTION MODIFIED. Chapter 107, Article VI, Section 107-115(n), of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

- (n) *Recreation and entertainment, outdoor, campground, travel trailer park, recreation camp.* Campgrounds, travel trailer parks, and recreation camps shall meet the following standards:
 - (1) *Major site plan required.* A major site plan shall be submitted and reviewed prior to the approval of a campground, travel trailer park, or recreation camp. Site plans shall indicate all proposed recreation areas, sanitary facilities, storage areas, parking, circulation, signs, landscaping, and other information needed to assess the impacts of the operation on surrounding properties and the road network.
 - (2) *Parking.* Parking and loading shall meet the standards in Section 107-93(e).
 - (3) *Caretaker or attendant required.* A responsible attendant or caretaker shall oversee every recreational camping area at all times and the duties of said attendant or caretaker shall be to maintain any applicable records and keep the facilities and the equipment in a clean, orderly, and sanitary condition.
 - (4) *Mobile homes prohibited.* No mobile homes shall be allowed in campgrounds.
 - (5) *Vehicles.* No unlicensed or inoperable vehicles or vehicle parts shall be stored on the site.

(6) *Year-round residential use prohibited.* Residential use of camping vehicles or buildings associated with recreation camps, except as permitted for a campground owner or caretaker, shall be prohibited from November 1 to April 1.

(7) *Setbacks for campgrounds and travel trailer parks:*

- a. Recreational camping vehicles and accessory structures shall be separated from each other and from other structures by at least ten feet.
- b. Recreational camping vehicles shall be set back at least 25 feet from any road right-of-way and at least ten feet from other park boundary lines.

(8) *Severe weather plan.* The applicant shall provide a severe weather plan.

SECTION 5. SECTION MODIFIED. Chapter 107, Article VII, Table 107-147-1 of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Table 107-147-1 Use Table

Institutional and Civic Uses		STD	AG	RR 1/2/3	VR	VM	USR		USR- MF	HC	GC	I	CNR	MH
Community Services	Public safety facility		P	P	P	P	P		P	P	P	P	C	
	Historic schoolhouse		P/A	P/A	P/A	P/A	P/A		P/A	P/A	P/A	P/A	P/A	

Retail, Service and Commercial Uses		STD	AG	RR 1/2/3	VR	VM	USR	USR- MF	HC	GC	I	CNR	MH
Recreation and Entertainment, Outdoor	Campground or travel trailer parks, recreation camp	107- 115(n)	C									C	

SECTION 6. SECTION ADDED. Chapter 107, Article IX, Section 180 of The Code of Ordinances, Linn County, Iowa, is hereby amended by adding thereto new definitions, hereby created to read as follows:

Historic schoolhouse means a building that was used as a school as documented in state and/or county historic records, and which may be eligible for listing on the National Register of Historic Places.

Recreation camp means premises and facilities used occasionally or periodically where seasonal accommodations are provided for members or groups or associations for outdoor educational or recreational activities.

SECTION 7. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8. 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 9. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

ATTEST:

Joel Miller, County Auditor

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

Joel Miller, County Auditor

State of Iowa
County of Linn

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

Notary Public, State of Iowa

Public hearing on _____ day of _____ 2022.

First consideration on the _____ day of _____ 2022.

Second consideration on the _____ day of _____ 2022.

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

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