

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, June 29, 2022

11 a.m.

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

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

Consent Agenda

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

Approve and authorize Chair to sign, retroactive to June 22, 2022, a letter of support of the Destination Iowa grant application from Smithfield Tennis & Pickleball Center

Reports**Resolutions**

Resolution to approve a Residential Parcel Split for Jones Third Addition, case JPS21-0023.

Resolution approving the appointment of Nichole Lyn Nagin as a Special Prosecutor in the Linn County Attorney office under the High Intensity Drug Trafficking Grant

Resolution authorizing the transfer of \$50,000 from the Board of Supervisors appropriations to the Medical Examiner appropriations.

Resolution to approve appropriation of Fiscal Year 2023 budget.

Contract and Agreements

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the City of Palo for Investigative Study for Water Source in the amount of \$35,000.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the City of Mount Vernon for the 2022 Sanitary Sewer Rehabilitation Project in the amount of \$1,000,000.00.

Approve and authorize Chair to sign a contract for Employer of Record and Administrative Services between Linn County Early Childhood Iowa (ECI) Board and Linn County effective July 1, 2022 through June 30, 2023. ECI to pay actual expenses not to exceed \$123,042.

Approve and authorize Chair to sign a Fiscal Agent Agreement between Linn County Early Childhood Iowa Board (ECI) and Linn County Board of Supervisors on behalf of Linn County Community Services effective July 1, 2022 through June 30, 2023.

Approve and authorize Chair to sign a Special Assistant U.S. Attorney Cross-Designated Employment Agreement pursuant to the Midwest High Intensity Drug Trafficking Areas (HIDTA) Program between Linn County, Linn County Attorney, the U.S. Attorney's Office and Nicole L Nagin

Approve and authorize Chair to sign a renew and amend contract between Linn County Early Childhood Iowa Board (ECI) and Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP) to provide short term home visitation family support services effective July 1, 2022 through July 30, 2023 not to exceed \$112,422.

Approve and authorize Chair to sign a renew and amend contract between Linn County Early Childhood Iowa Board (ECI) and Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP) to provide long term home visitation family support services effective July 1, 2022 through July 30, 2023 not to exceed \$85,641

Approve and authorize Chair to sign a renew and amend contract between Linn County Early Childhood Iowa Board (ECI) and Linn County Board of Supervisors on behalf of the Linn County Community Services Child Development Center for Early Care and Education Supportive Services effective July 1, 2022 through July 30, 2023 not to exceed \$63,966

Licenses & Permits

Approve Liquor License for KC 5677, LLC (Columbus Club), 810 Vernon Valley Dr., noting all conditions have been met.

Approve Application for Display Fireworks Permit for F.B. & Co., 4185 Whittier Rd., to conduct a display on July 9, 2022 (July 10, 2022 Rain date).

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Discuss and decide on a Vacancy Form requesting an Associate Combination Inspector for the Planning and Development Department.

Conduct a public hearing on the fiscal year 2022 proposed budget amendment.

Discuss and decide on the fiscal year proposed 2022 budget amendment and adopt amended appropriations resolution.

Discuss and decide on a Resolution to Provide for a Notice of Public Hearing on the Proposed Plans, Specifications, Form of Contract, and Estimated Total Cost for the Priority #4 Linn County Facilities Derecho Repairs Project, and for the Taking of Bids on Said Project

Claims

Discuss and decide on claims.

Payroll Authorizations

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

Public Comment: Five Minute Limit per Speaker

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

Board Member Reports**Correspondence****Appointments****Adjournment**

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

BOARD OF SUPERVISORS

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June 22, 2022

Iowa Economic Development Authority c/o Destination Iowa
1963 Belle Ave. Suite 200
Des Moines, IA 50315

RE: Destination Iowa, Tourism Attraction Fund – Smithfield Tennis & Pickleball Center

Dear Destination Iowa Application Review Committee,

On behalf of the Linn County Board of Supervisors, I offer my full support of the Destination Iowa grant application from Smithfield Tennis & Pickleball Center (Smithfield). Improving quality of life is one of three strategic goals within Linn County's strategic plan and this includes providing exceptional public services and programs that focus on equity, infrastructure, and health.

Pickleball was invented in 1965 as a combination of badminton, Ping-Pong, and tennis as an easy-to-play pastime. After years of quiet obscurity, it grew in popularity during the COVID-19 pandemic, and pickleball devotees now cite it as one of the fastest-growing games in the United States and Iowa. Pickleball is one of the few sports and activities that encourages multi-generational participation and the barriers to entry into the sport—financial or skill level—are much lower than other sports and hobbies.

Smithfield has plans to hold sanctioned tournaments for pickleball and with your support they could become one of the first sanctioned pickleball tournaments within the Midwest. The Cedar Rapids Metro Economic Alliance estimates approximately 400-600 people participating in just the first few years of the tournament which would add to the many amenities residents and visitors come to expect from Iowa's second largest city.

I support Duane and Laura Smith's vision of creating an amenity that brings people of all ages, abilities, and socio-economic backgrounds together. Duane and Laura Smith have a long history of philanthropy, giving back to the community and striving to make Linn County a better place to live, work and raise a family for all.

I appreciate your consideration of this request and urge you to join in support this project.

Best Regards,

A handwritten signature in black ink, appearing to read "Ben Rogers", with a long, sweeping horizontal line extending to the right.

Ben Rogers
Chair, Linn County Board of Supervisors

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Jones Third Addition (Case # JPS21-0023) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the NWNE 30-85-07 of Section 30, Township 85 North, Range 07 West of the 5th P.M., Linn County, Iowa, described as follows:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 30; THENCE S00°58'25"E ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 30, 1330.99 FEET TO THE SOUTHWEST CORNER OF THE NW1/4 NE1/4 OF SAID SECTION 30; THENCE N89°26'20"E ALONG THE SOUTH LINE OF THE NW1/4 NE1/4 OF SAID SECTION 30, 601.67 FEET; THENCE N00°33'40"W, 62.82 FEET TO THE PRESENT ESTABLISHED NORTH RIGHT-OF-WAY LINE OF LAFAYETTE ROAD AND THE POINT OF BEGINNING; THENCE N01 °51 '36"E, 298.30 FEET; THENCE N89°17'17"E, 442.51 FEET; THENCE S00°42'43"E, 298.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE S89°17'17"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 455.90 FEET TO THE POINT OF BEGINNING CONTAINING 3.07 ACRES (133,863 SQ.FT.) MORE OR LESS.

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 November 17, 2022 as last amended on December 20, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, County Standard Specifications, Section 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 on Lafayette Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to residential parcel split cases. 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

1. Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.

Linn County Board of Supervisors

Resolution # _____

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2. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.

NATURAL RESOURCES CONSERVATION SERVICE

No conditions to be met.

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. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. 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.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. 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.
6. One original and 3 complete copies 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) Twelve original signed plat drawings
 - (xii) A covenant for a secondary road assessment
7. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **DECEMBER 20, 2022** 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.

Linn County Board of Supervisors

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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 June 29, 2023 to be valid.

Passed and approved this 29th day of June, 2022

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Board of Supervisors

Resolution # _____

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June 29, 2022

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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

RESOLUTION #_____

RESOLUTION APPROVING APPOINTMENT OF SPECIAL PROSECUTOR LINN COUNTY ATTORNEY

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Nicholas G. Maybanks, Linn County Attorney, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Nicole Lyn Nagin, for appointment as Assistant assigned as a Special Prosecutor in the U.S. Attorney's Office under the HIDTA Grant (High Intensity Drug Trafficking Areas), and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Nicole Lyn Nagin to be qualified to serve as Special Prosecutor Linn County Attorney and that the appointment of Nicole Lyn Nagin will not exceed the number of assistants authorized for the Linn County Attorney's Office by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Nicole Lyn Nagin as a Special Prosecutor in the U.S. Attorney's Office under the HIDTA Grant by Nicholas G. Maybanks, Linn County Attorney, is hereby approved.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of _____, 2022.

LINN COUNTY BOARD OF SUPERVISORS

AYE:
NAY:
ABSTAIN:

CHAIRPERSON

VICE CHAIRPERSON

SUPERVISOR

ATTEST:

JOEL D. MILLER, Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

I, JOEL D. MILLER, County Auditor of Linn County, Iowa, hereby certifies that at a regular meeting of the said Board, the foregoing was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

JOEL D. MILLER

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 2022.

NOTARY PUBLIC – State of Iowa



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: WATER2022-006

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	City of Palo, Iowa
935 2 nd Street SW	2800 Hollenbeck Road
Cedar Rapids, IA	Palo, IA 50319
	UEI #: KQK3KDMQZMA7
Subaward Budget Period Start date: 5/1/2022 End date: 12/31/2022	
Period of Performance Start date: 5/1/2022 End date: 12/31/2022	
Amount of federal funds obligated by this action: \$35,000.00	
Total amount of the federal funds obligated to the Subrecipient: \$35,000.00	
Total amount of the federal funds committed to the Subrecipient: \$35,000.00	
Project Title: Palo Investigative Study for Water Source	
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 **City of Palo, Iowa** ("Subrecipient") for reimbursement of Investigative Study for Water Source.

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 an investigative study for water source.

The County agrees to provide up to \$35,000.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for an investigative study to make the best decision regarding how to increase water supply and treatment capacity. The County shall pay the Grant Funds to the Subrecipient per reimbursement of expenses method.

4. Reporting and Invoicing.

The Subrecipient shall 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 closeout 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 Sub-Recipient 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 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 Palo Investigative Study for Water Source 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 20 day of June, 2022.

BOARD OF SUPERVISORS

LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:

CITY OF PALO, IOWA


Authorized Representative

6-20-22
Date

EXHIBIT A

Statement of Work

The Linn County ARPA funds will provide for the City of Palo to conduct an investigative water study to help determine what options are available to increase water supply and treatment capacity. The program will operate and follow the highlighted portion of 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

2021 Sanitary Sewer and Water Infrastructure Improvements
Engineer's Estimate of Probable Costs

Location #1 - Sanitary Sewer Force Main Connection to Cedar Rapids				
	Unit	Qty.	Unit Price	Cost
Sanitary Sewer Force Main, Trenched, PVC, 10"	LF	200	\$ 200.00	\$ 40,000.00
Removal of Sanitary Sewer, PVC, 10"	LF	200	\$ 75.00	\$ 15,000.00
Bypass Pumping	LS	1	\$ 10,000.00	\$ 10,000.00
Manhole, SW-301, 48"	Each	2	\$ 12,000.00	\$ 24,000.00
Remove Manhole	Each	1	\$ 4,000.00	\$ 4,000.00
Temporary Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
Hydraulic Seeding, Seeding, Fertilizing, and Mulching	Acre	0.5	\$ 4,000.00	\$ 2,000.00
Construction Survey	LS	1	\$ 2,000.00	\$ 2,000.00
Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
Location #2 - Sanitary Sewer Pump Improvements at Intersection of Palo Marsh Road and Blairs Ferry Road				
	Unit	Qty.	Unit Price	Cost
4.7 HP Chopper Sewage Pump x 2	Each	2	\$ 15,000.00	\$ 30,000.00
Installation of Pumps	Each	2	\$ 8,000.00	\$ 16,000.00
Location #3 - City Wide Investigative Water Source Study				
	Unit	Qty.	Unit Price	Cost
Investigative Study for Water Source	LS	1	\$ 35,000.00	\$ 35,000.00
Subtotal				\$ 191,000.00
Design - 12%				\$ 23,000.00
Construction Contingency - 20%				\$ 39,000.00
Construction Phase Services - 7.5%				\$ 15,000.00
Total				\$ 268,000.00

EXIHIBIT B

Mandatory Contract Provisions

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

1. Compliance with Applicable Laws and Regulations.

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

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

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

2. Publications.

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

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

3. Protections for Whistleblowers.

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

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

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

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

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

4. Seat Belt Use.

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

5. Reducing Text Messaging While Driving.

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

6. Certification Regarding Government-Wide Restrictions on Lobbying.

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

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



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: WATER2022-010

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	City of Mount Vernon
935 2 nd Street SW	213 1 st Street NW
Cedar Rapids, IA	Mount Vernon, IA 52314
	UEI #: N4BDGDJ89CJ3
Subaward Budget Period Start date: 6/1/2022 End date: 12/31/2023	
Period of Performance Start date: 6/1/2022 End date: 12/31/2023	
Amount of federal funds obligated by this action: \$1,000,000.00	
Total amount of the federal funds obligated to the Subrecipient: \$1,000,000.00	
Total amount of the federal funds committed to the Subrecipient: \$1,000,000.00	
Project Title: Mount Vernon 2022 Sanitary Sewer Rehabilitation 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 City of Mount Vernon ("Subrecipient") for reimbursement of Mount Vernon 2022 Sanitary Sewer Rehabilitation 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 Mount Vernon 2022 Sanitary Sewer Rehabilitation Project

The County agrees to provide up to \$1,000,000.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for the Mount Vernon 2022 Sanitary Sewer Rehabilitation 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 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 Mount Vernon 2022 Sanitary Sewer Rehabilitation 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;
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- 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.
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- 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;
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 - 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

Board Chair

Date

SUBRECIPIENT:

CITY OF MOUNT VERNON, IOWA

Thomas M. Winkler
Authorized Representative

JUNE 20, 2022
Date

EXHIBIT A

Statement of Work

Statement of work to include cleaning and televising sanitary sewer lines, manhole repair/and or replacement, sewer service grouting, other services, materials, or labor as outlined in Engineer cost estimate (EXHIBIT A1). 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

MT Vernon, Iowa Sanitary Sewer Rehabilitation -Engineer Cost Estimate

54220

186 MH

93

Construction Cost Detail			
Row	Item Description	Estimated Quantity	Estimated Cost
Item 1	Mobilization	1	\$150,000.00
Item 2	Traffic Control	1	\$10,000.00
Item 3	Sanitary Sewer Cleaning	54,220	\$54,220.00
Item 4	Sanitary Sewer Televising	108,440	\$54,220.00
Item 5	Cured-in-Place Lined Sewer	40,665	\$1,057,290.00
Item 6	CIPP Service Reinstatement	390	\$25,350.00
Item 7	Sewer Service Grouting	390	\$93,600.00
Item 8	Protruding Services	39	\$7,800.00
Item 9	Open Cut Point Repairs	47	\$257,400.00
Item 10	Sanitary Sewer Pipe in Open Cut	468	\$7,488.00
Item 11	Pipe Reaming	27,110	\$108,440.00
Item 12	Root Sawing	13,555	\$13,555.00
Item 13	7" PCC Pavement	208	\$11,440.00
Item 14	HMA	135.72	\$33,930.00
Item 15	Manhole Replacement	28	\$146,475.00
Item 16	Manhole Lining	65	\$38,539.20
Item 17	Manhole Grouting	28	\$21,985.20
Item 18	Install Chimney Seal	55.8	\$27,844.20
Item 19	Replace Casting	9	\$117,207.90
Item 20	Manhole Adjustment	7	\$10,936.80
Totals			\$2,247,721.30

200.00%

75.00%

75% - 5 per sgm

10.00%

15% - 3 per sgm

10 LF per

50.00%

25.00%

50% @ 8ft

50% @ 8ft

15.00%

35.00%

15.00%

30.00%

5.00%

4.00%

Professional Fees and Permits	
Description	Estimated Cost
Final Design	\$179,817.70
Construction Administration	\$224,772.13
Permit/Achaeological Study	\$100.00
Legal and Bonding	\$5,000.00
Other (Please See Below)	\$0.00
Totals	\$409,689.83

Related Construction Costs	
Description	Related Construction Estimated Cost
Real Property/Easements/Aquisitions	\$10,000.00
Contingencies	\$337,158.20
Other (Please See Below)	\$0.00
Totals	\$347,158.20

TOTAL PROJECT COST	\$3,005,000.00
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Sources of Funding

2022 Sanitary Sewer Rehabilitation
Mount Vernon, Iowa

Potential sources for funding include:

1. City Sewer Revenue Funds
2. City G.O. Funds
3. Franchise Fees

EXIHIBIT B

Mandatory Contract Provisions

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

1. Compliance with Applicable Laws and Regulations.

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

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

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

2. Publications.

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

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

3. Protections for Whistleblowers.

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

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

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

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

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

4. Seat Belt Use.

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

5. Reducing Text Messaging While Driving.

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

6. Certification Regarding Government-Wide Restrictions on Lobbying.

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

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

**FY 23 Linn County Early Childhood Iowa Board Contract for
Linn County Employer of Record and Administrative Services**



This Agreement is between the Linn County Early Childhood Iowa (ECI) Board and the Linn County Board of Supervisors on behalf of Linn County Community Services to support Linn County ECI staff and ECI Board Operations.

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1** The **Linn County Early Childhood Iowa BOARD** ("BOARD") is authorized to enter into this Contract. The BOARD's address is: Linn County Community Services Building, 1240 26th Avenue Court SW, Cedar Rapids, IA 52404.
Contact Person: Linn County ECI Board Chair (FY 22- Andrea Rogers)
- 1.2** **Linn County BOARD of Supervisors** ("CONTRACTOR") is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The CONTRACTOR's address is: 935 2nd Street SW, Cedar Rapids IA 52404.

SECTION 2. DURATION OF CONTRACT.

The term of this contract shall be **July 1, 2022 through June 30, 2023 with annual renewal option** or may be terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

3.1 Deliverables. The CONTRACTOR agrees to:

- 3.1.1** Serve as Employer of Record of designated ECI Grant Coordinator and Community Project Director, at the FTE level in the approved ECI BOARD budget, and in accordance with their respective AFSCME Labor Agreements.
- 3.1.2** Have LCCS Executive Director meet regularly with Community Project Director to support compliance with responsibilities that include but are not limited to:
 - a. Meet ECI legislative requirements in the Iowa Administrative Code,
 - b. Implement the ECI BOARD By-Laws,
 - c. Promote early childhood community planning efforts,
 - d. Attend Early Childhood Iowa statewide and regional Director meetings,
 - e. Provide regular fiscal and program performance monitoring of contracts,
 - f. Supervision of Grant Coordinator,
 - g. Preparation and submittal of required ECI reports by deadlines,
 - h. Maintain updated ECI BOARD webpage on CONTRACTOR website.
 - i. Community Project Director to meet responsibilities in role as a County Department Head.

3.2 Outputs and Performance Measures of designated ECI Staff:

- 3.2.1** Maintain state designation as an Early Childhood Iowa BOARD.
- 3.2.2** Convene at least six (6) local ECI BOARD meetings each FY.
- 3.2.3** Update ECI Community Plan annually and Needs Assessment per state deadline.
- 3.2.4** 100% of required State ECI reports are submitted by the deadline.
- 3.2.5** 100% of ECI-funded programs have a contract compliance review per their scheduled FY deadline.
- 3.2.6** ECI Strategic Plan for LCCS Department is updated at least 3 times per year.

3.3 Monitor and Review Clause

ECI staff will prepare annual progress report of Outputs and Performance Measures for BOARD. ECI staff will receive annual performance evaluations per CONTRACTOR process.

3.4 Fiscal Requirements of CONTRACTOR

Claims: The State fiscal year ends June 30th and all CONTRACTOR claims for expenses incurred in the contract period must be submitted no later than **July 19th**. Expenses can **only** be

submitted for services provided or products delivered by the June 30th end date of the fiscal year. Reimbursement requests submitted more than 20 days after the end of the state fiscal year (June 30th) or the contract period will be denied.

Budget Revisions: Changes to the budget, including personnel changes, must be communicated in writing to the Linn County ECI BOARD.

Cost Allocation: Appropriately assign costs across funding sources.

3.5 Non-Exclusive Rights.

This Contract is not exclusive. The BOARD reserves the right to select other CONTRACTORs to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

SECTION 4. COMPENSATION.

4.1 Funding Sources

ECI School Ready & Early Childhood Administrative Allocation and Carry Forward, and Early Childhood Iowa School Ready Quality Improvement, and Linn County Community Services (LCCS) approved funds.

Payment

ECI BOARD will provide ECI School Ready & Early Childhood funds to CONTRACTOR for actual expenses not to exceed **\$123,042** toward purchase of:

- ECI Staff services and expenses: Salary, benefits, travel, professional development, office or home office equipment, consumable office supplies, postage, copies, phone, and
- ECI Board expenses: Liability Insurance, AUP financial review, BOARD Operations, and Marketing items listed in the BOARD approved ECI Administrative Budget.

The CONTRACTOR will pay eligible ECI Staff and Board expenses exceeding the approved Payment with the approved LCCS funds budgeted for this justified expense.

4.2 Payment Clause.

Reimbursement of expenses will be commensurate with CONTRACTOR's ECI designated staff ability to meet the Scope of Services and Progress Report Measures. Failure to meet Section 3.0 may result in a financial penalty to the CONTRACTOR. Failure by the CONTRACTOR's ECI designated staff to accurately complete required State ECI reports, and whose failure then results in a financial loss to the BOARD, will be required to payback a commensurate amount of funding to the BOARD.

4.3 Delay of Payment Due to CONTRACTOR's Failure.

If the BOARD in good faith determines that the CONTRACTOR's ECI designated staff has failed to perform or deliver any service or product or report as required by this Contract, the CONTRACTOR shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the BOARD may withhold that portion of the CONTRACTOR's compensation, which represents payment for service or product that was not performed or delivered.

SECTION 5. TERMINATION

5.1 Termination.

Either party may terminate for any reason upon thirty days written notice to the other party.

5.2 Termination Due to Lack of Funds or Change in Law.

Both parties shall have the right to terminate this Contract by giving fifteen (15) days' written notice to the other as a result of any of the following:

- 5.2.1 Adequate funds are not appropriated or granted to allow the BOARD to operate as required and to fulfill its obligations under this Contract;
- 5.2.2 Funds are de-appropriated or not allocated or if funds needed by the BOARD, at the BOARD's sole discretion, are insufficient for any reason;
- 5.2.3 The BOARD's authorization to operate is withdrawn or there is a material alteration in the programs administered by the BOARD;
- 5.2.4 The BOARD's duties are substantially modified.

5.3 Remedies of the CONTRACTOR in Event of Termination by the BOARD

In the event of termination of this Contract for any reason by the BOARD, the BOARD shall pay only those amounts, if any, due and owing to the CONTRACTOR for services actually rendered up to and including the date of termination of the Contract and for which the BOARD is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the CONTRACTOR's claim. This provision in no way limits the remedies available to the BOARD under this Contract in the event of termination. However, the BOARD shall not be liable for any of the following costs:

- 5.3.1 The payment of unemployment compensation to the CONTRACTOR's employees;
- 5.3.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 5.3.3 Any costs incurred by the CONTRACTOR in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 5.3.4 Any taxes that may be owed by the CONTRACTOR in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

5.4 The CONTRACTOR's Termination or Non-Renewal Duties.

The CONTRACTOR upon receipt of notice of termination or upon request of the BOARD, shall:

- 5.4.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination/non-renewal, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the BOARD may require.
- 5.4.2 Immediately cease using and return to the BOARD any personal or intellectual property, supplies, materials, whether tangible or intangible, provided by the BOARD or through BOARD funds, to the CONTRACTOR.
- 5.4.3 Comply with the BOARD's instructions for the timely transfer of any active files and work product produced by the CONTRACTOR under this Contract.
- 5.4.4 Cooperate in good faith with the BOARD, its employees, agents and CONTRACTORS during the transition period between the notification of termination/non-renewal and the substitution of any replacement CONTRACTOR.
- 5.4.5 Immediately return to the BOARD any payments made by the BOARD for services that were not rendered by the CONTRACTOR.

SECTION 6. CONFIDENTIAL INFORMATION.

No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the BOARD, either during the period of the Contract or thereafter. Any data supplied to or created by the CONTRACTOR shall be considered the property of the BOARD. The CONTRACTOR must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the BOARD.

SECTION 7. INDEMNIFICATION.

The CONTRACTOR, a governmental subdivision of the State of Iowa, will only to the extent permitted by the Iowa Constitution and laws of the State of Iowa indemnify, defend, and hold harmless BOARD, its partners, agents and employees, and their respective successors and assigns of, for, from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines and expenses, including, but not limited to, reasonable attorneys' fees and costs, to the extent resulting from or arising out of (a) any wrongful or negligent act, error, or omission committed by CONTRACTOR or its employees, (b) the failure of CONTRACTOR to observe and comply with any state or federal law or regulation applicable to the business conducted by CONTRACTOR pursuant to this Agreement, and (c) the material breach by CONTRACTOR of any of the terms of this Agreement. BOARD shall indemnify, defend, and hold harmless CONTRACTOR, its partners, agents and employees, and their respective successors and assigns of, for, from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines and expenses, including, but not limited to, reasonable attorneys' fees and costs, to the extent resulting from or arising out of (a) any wrongful or negligent act, error, or omission committed by BOARD or its employees, (b) the failure of BOARD to observe and comply with any state or federal law or regulation applicable to the business conducted by BOARD pursuant to this Agreement, and (c) the material breach by BOARD of any of the terms of this Agreement. Nothing in this agreement shall constitute a waiver of the defenses available to CONTRACTOR under chapter 670 of the Code of Iowa.

Indemnification obligation of the parties shall survive termination of this Contract.

SECTION 8. INSURANCE.

Insurance Requirements.

The CONTRACTOR shall provide proof of its self-insurance status upon request.

SECTION 9. INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT.

The BOARD shall own all work products developed or furnished in connection with the Contract by the CONTRACTOR or any subcontractor (the "Work Product"). All applicable rights to patents, copyrights, trademarks, trade secrets and other property rights in the Work Product shall be the property of the BOARD.

SECTION 10. CONTRACT ADMINISTRATION.

10.1 Independent Contractor.

The status of the CONTRACTOR shall be that of an independent CONTRACTOR. The CONTRACTOR, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or BOARD of the state. Neither the CONTRACTOR nor its employees shall be considered employees of the BOARD or the State of Iowa for federal or state tax purposes. The BOARD will not withhold taxes on behalf of the CONTRACTOR (unless required by law).

10.2 Compliance with the Law.

The CONTRACTOR, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment, equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The CONTRACTOR may be required to provide a copy of its affirmative action plan, containing goals and time specifications. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule. The

CONTRACTOR, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

10.3 Amendments.

This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

10.4 Authorization.

Each party to this Contract represents and warrants to the other parties that:

10.4.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

10.4.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

10.5 Record Retention and Access.

The CONTRACTORS designated ECI staff shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the BOARD throughout the term of this Contract for a period of at least five (5) years following the date of final payment or completion of any required audit. Records to be maintained include both financial records and service records. The CONTRACTOR shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the CONTRACTOR relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The CONTRACTOR shall not impose a charge for audit or examination of the CONTRACTOR's books and records. Based on the audit findings, the BOARD reserves the right to address the BOARD or other managing entity regarding performance and expenditures. Based on the audit findings, the BOARD reserves the right to address the BOARD or other managing entity regarding performance and expenditures.

10.6 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions

The CONTRACTOR certifies that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal BOARD or agency.

10.8 Restrictions on Use of Funds

The CONTRACTOR shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

10.9 Tobacco Smoke Prohibited/Pro-Children Act of 1994.

10.9.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities

(other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

- 10.9.2 The CONTRACTOR certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

10.10 Conflict of Interest

No relationship exists or will exist during the contract period between the CONTRACTOR and the BOARD that is a conflict of interest.

10.11 Audits.

In accordance with Board Policy an audit or financial review of the CONTRACTOR conducted by an independent agency, is required. A copy of the audit or financial review must be submitted to the Linn Co Early Childhood Iowa office annually.

10.12 Drug Free Work Place.

The CONTRACTOR shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

10.13 Right to Address the BOARD of Directors or Other Managing Entity

The BOARD reserves the right to address the BOARD of directors or other managing entity of the CONTRACTOR regarding performance, expenditures and any other issue as appropriate. The BOARD determines appropriateness.

10.14 Repayment Obligation

In the event that any state funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the CONTRACTOR shall be liable to the BOARD for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the CONTRACTOR as well as any subcontractors.

SECTION 11. EXECUTION.

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

Contractor: Linn County Board of Supervisors	Board: Linn County Early Childhood Iowa
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name: Andrea Rogers
Title:	Title: Chair
Date:	Date:

Linn County Early Childhood Iowa FY 23 Fiscal Agent Agreement Renewal

This agreement is between the Linn County Early Childhood Iowa Board, hereafter referred to as LOCAL BOARD, and Linn County Board of Supervisors on behalf of Linn County Community Services hereafter referred to as the Fiscal Agent.

I. Purpose of Agreement

The LOCAL BOARD has been designated an Early Childhood Iowa area within the geographical area it serves and has received a grant of state funds not to exceed **\$1,204,681.00** for School Ready Children Services, and a grant of state funds not to exceed **\$404,360.00** for an Early Childhood Program (hereinafter referred to jointly as EARLY CHILDHOOD IOWA funds) for state fiscal year **2023**.

Pursuant to Iowa Code Chapter 256I the LOCAL BOARD is required to designate a public entity as a fiscal agent to administer grant funds. Linn County Community Services is designated as the Fiscal Agent for the LOCAL BOARD.

II. Duration of Agreement

This agreement shall become effective on **July 1, 2022**. This agreement shall remain in effect until **June 30, 2023**, with annual renewal option or may be terminated earlier according to the provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the amount of funds available to the LOCAL BOARD for the new agreement period. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of Fiscal Agent

The Fiscal Agent shall provide the following services for each of the two separate funds for which it is acting as fiscal agent:

- A.** Deposit EARLY CHILDHOOD IOWA funds into accounts in accordance with Iowa Code Chapter 12C and the Cash Management Improvement Act, 31 U.S.C. §6501 et seq.
- B.** Issue payments from the Early Childhood Iowa grant account as directed by authorized LOCAL BOARD personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by the LOCAL BOARD, in the amount specified, and to the address provided by the LOCAL BOARD. Payments shall be issued as directed, within **30 business days** from the date the Fiscal Agent receives written notification from authorized LOCAL BOARD personnel.
- C.** Be responsible for any costs charged by the financial institution for maintaining the Early Childhood Iowa grant accounts or accounts containing EARLY CHILDHOOD IOWA grant funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.
- D.** Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.
- E.** Maintain separate accounting records for School Ready Children Services and Early Childhood Program funds that at a minimum include the following:
 - 1.** For each School Ready Children Services grant payment and for each Early Childhood Program grant payment made as directed by the LOCAL BOARD:
 - a.** The date written notification/authorization was received from the Local Board.
 - b.** The name of the authorized LOCAL BOARD staff authorizing the payment.
 - c.** The name and mailing address of the payee.
 - d.** The amount of the payment.
 - e.** The check number or other unique identification of the payment.

- f. The date the payment was mailed or hand-delivered to the payee.
 - g. The date the payment is cleared or paid out of the EARLY CHILDHOOD IOWA grant account or account containing EARLY CHILDHOOD IOWA grant funds.
 - h. The date of any stop payment requested by the Fiscal Agent and the reason.
- 2. Running balances for each fund which include:
 - a. The cumulative amount of payments authorized by the LOCAL BOARD.
 - b. The cumulative amount of payments issued.
 - c. Available Early Childhood Iowa grant funds that are not encumbered or otherwise allocated for payments made but not yet cashed.
- F. Provide for, account for and deposit the amount of any monthly bank costs for maintaining the EARLY CHILDHOOD IOWA fund account or proportion of such costs attributable to that portion of an account constituting EARLY CHILDHOOD IOWA grant funds, and the amount of any monthly interest earned for the EARLY CHILDHOOD IOWA fund account or proportion of such earnings attributable to that portion of an account constituting EARLY CHILDHOOD IOWA grant funds into the appropriate ECI fund account.
- G. Submit monthly expenditure reports within **30 business days** from the end of the prior month to the LOCAL BOARD. Reports shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- H. Submit a report within **30 business days** from the end of the agreement period, or such earlier date as the agreement may be terminated, to the LOCAL BOARD. The report shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- I. Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the EARLY CHILDHOOD IOWA funds managed by area boards. "Audit" means a financial review by area boards of EARLY CHILDHOOD IOWA funds. Area boards that receive over \$500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over \$500,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent's financial review to conduct the state board approved agreed-upon procedures. Requirements are found in the ECI on-line toolkit, Tool UU.
- J. Provide services in section III at **no cost** to the LOCAL BOARD.
- K. Return unexpended EARLY CHILDHOOD IOWA grant funds, and accrued interest as may be required by law, to the LOCAL BOARD if this agreement is terminated or if EARLY CHILDHOOD IOWA GRANT funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.
- L. If this agreement is renewed or extended any unexpended EARLY CHILDHOOD IOWA grant funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.
- M. **Additional Local Requirements:**
 - a) Provide detailed Monthly Control sheet for Finance Committee, Board and ECI Director's review at their regularly scheduled meetings. Control sheets to include but not be limited to the following:
 - Program and Administrative Budget per Funding Source
 - Program and Administrative Budget by their Line-Item Category
 - School Ready-funded program expenditures by Category

Program and Administrative-specific information on Claims pending, Claims Paid, Budget Balance and % Expended

Interest tracked per Funding source and stipulated category

Balance Life to Date to project possible carry-forward

- b) Reconcile monthly cash expenditure report from the Auditor's office with the ECI Board's Monthly Control sheet.
- c) Provide financial data to the ECI Director for completion of Financial Reports required by the State ECI office. Data is to be provided to the ECI staff to enable staff to complete the report in the format required by the state by the deadlines.
- d) Provide Advance payment to Programs only when directed by the Board.
- e) Assist ECI staff with all relevant aspects of the Agreed-Upon-Procedures process.
- f) Review the draft ECI Annual Report Financials prepared by Linn County ECI staff, provide edits as necessary and then sign final document if in agreement with content

IV. Responsibilities of LOCAL BOARD

The LOCAL BOARD shall have the following responsibilities:

- A.** Advise the Fiscal Agent in writing of the identity of LOCAL BOARD personnel authorized to approve and submit payment requests for EARLY CHILDHOOD IOWA grant funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.
- B.** Determine the amount and payee for any payment to be made from EARLY CHILDHOOD IOWA grant funds.
- C.** Authorized staff shall submit a dated written authorization to the Fiscal Agent to make payments for EARLY CHILDHOOD IOWA grant funds approved by the LOCAL BOARD, which authorization shall designate whether payment should be made from the School Ready Children Services account or the Early Childhood Program account.
- D.** Maintain separate accounting records for each School Ready Children Services payment and for each Early Childhood Program payment authorized to be paid by the Fiscal Agent that at a minimum include the following:
 - 1. The date written notification/authorization was submitted to the Fiscal Agent.
 - 2. The name of the authorized LOCAL BOARD member authorizing the payment.
 - 3. The name and mailing address of the payee.
 - 4. The amount of the payment.
- E.** Review at scheduled Board meeting the monthly expenditure report summary submitted by the Fiscal Agent and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- F.** Review the report submitted by the Fiscal Agent at the end of the agreement period or other termination of the agreement and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- G.** Any EARLY CHILDHOOD IOWA GRANT funds allocated to the LOCAL BOARD remaining unexpended at the end of the state fiscal year shall be retained for use in the next state fiscal year and shall be treated as an advance of the EARLY CHILDHOOD IOWA grant funds allocated to the LOCAL BOARD for the next state fiscal year.

V. General Provisions

- A.** Agreement Amendment - The agreement shall be amended only upon written agreement of both parties.

- B. Renegotiation Clause.** In the event there is a revision of Federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.
- C. Termination of Agreement**
1. For Cause. Causes for termination during the period of the agreement are:
 - a. Failure of the Fiscal Agent to complete or submit required report.
 - b. Failure of the Fiscal Agent to make financial and statistical records available for review by the Board or other authorized party.
 - c. Failure of the Fiscal Agent to abide by the terms of this agreement.If one of the above occurs, the LOCAL BOARD shall provide written notice to the Fiscal Agent requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the written notice, the LOCAL BOARD may either immediately terminate the agreement without additional notice, or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.
 2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the LOCAL BOARD determine that the across the board reduction will affect this agreement, any funds allocated to the project and deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The LOCAL BOARD shall provide the Fiscal Agent reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will meet and attempt in good faith to agree upon changes to this agreement to address such reduction.
 3. State reorganization plan. The LOCAL BOARD shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the LOCAL BOARD is altered by legislative mandate or by direction of the State of Iowa or federal government.
 4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the LOCAL BOARD liable in any manner for the resulting changes. The LOCAL BOARD shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such reorganization.
 5. Upon notice. Either party may terminate this agreement by providing 30 days written notice to the other party.
- D. Confidentiality** - The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.
- E. Statement Regarding Meeting All Federal and State Requirements** - The Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.
- F. Records Retention** - The Fiscal Agent shall maintain records that document the validity of reports submitted to the LOCAL BOARD. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.
- G. Review of Contract Related Documentation** - Upon request, the Fiscal Agent shall allow authorized representatives of the LOCAL BOARD or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include off-site or on-site visits to the Fiscal Agent, the Fiscal Agent's central accounting office, the offices of the Fiscal Agent's agents, a combination of these, or by mutual decision, to other locations.

- H. Federal Lobbying Requirements - In accordance with the requirements under 34 CFR 82, "New Restrictions on Lobbying," the Fiscal Agent shall comply with the restrictions on lobbying requirements. The Fiscal Agent certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

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 federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. Certification Regarding Drug Free Workplace

Requirements for contractors who are not individuals. If Contractor is not an individual, by signing below Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph 1;
4. Notifying the employee in the statement required by subparagraph 1, that as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the contracting agency within 10 days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.

Requirement for individuals. If Contractor is an individual, by signing below Contractor agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Notification Requirement. Contractor shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

1. Take appropriate personnel action against such employee up to and including termination; or
2. Require such employee to satisfactorily participate 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.

- J. Debarment, Suspension, And Other Responsibility Matter Requirements** - In accordance with the requirements under 34 CFR 85, "Government-wide Debarment and Suspension (Nonprocurement)," the Fiscal Agent shall comply with the debarment and suspension requirements. The Fiscal Agent agrees, to the best of its knowledge and belief, that it and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- K. Environmental Tobacco Smoke Requirements** - The Contractor shall comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States, local governments, by Federal grant, contract, loan, or loan guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children's services and that all sub-contractors shall certify accordingly.

Contractor: Linn County Board of Supervisors	Board: Linn County Early Childhood Iowa
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name: Andrea Rogers
Title:	Title: Chair
Date:	Date:

ECI Fiscal Agent Contact information:

Staci Meade, LCCS Financial Management Director
Community Services Building, 1240 26th Avenue Court SW, Cedar Rapids IA 52404
319-892-5607

**SPECIAL ASSISTANT U.S. ATTORNEY
CROSS-DESIGNATED EMPLOYMENT AGREEMENT
PURSUANT TO THE MIDWEST HIDTA
(HIGH INTENSITY DRUG TRAFFICKING AREAS) PROGRAM**

This Agreement entered into this 2nd day of June 2022, between Linn County, Iowa and the Linn County Attorney (hereinafter referred to as "County"), the United States Attorney's Office for the Northern District of Iowa (hereinafter referred to as "U.S."), and Nicole L. Nagin, an attorney licensed and duly appointed by the United States Attorney's Office as a Special Assistant U.S. Attorney (hereinafter referred to as "Nagin") pursuant to the Midwest High Intensity Drug Trafficking Areas (HIDTA). The Midwest HIDTA Special Assistant United States Attorney (SAUSA) Initiative is designed to enhance the resources of the U.S. Attorney's office to ensure that additional methamphetamine other drug-related cases are aggressively prosecuted at the federal or state level. The Midwest HIDTA funded SAUSA under this agreement will be cross-designated to assist state prosecutors (County) in addition to the U.S.

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County, U.S., and Nagin, contingent upon funding from the Midwest HIDTA program, agree as follows:

I. NAGIN AGREES TO:

A. **Services.** Provide to the U. S. Attorney's Office, on a full-time basis, her services, as a competent, licensed attorney to serve as an Assistant Linn County Attorney and a Special Assistant United States Attorney for the Northern District of Iowa and as such, assist the U.S. Attorney's Office in aggressively prosecuting methamphetamine and other drug-related cases and perform other duties as may be designated by U.S. in fulfilling its duties and responsibilities pursuant to the terms of the HIDTA program.

B. **Resignation.** Nagin shall notify the County and her immediate supervisor at the U.S. Attorney's Office at least thirty (30) days prior to the desired date of resignation.

C. **At Will Employee.** Nagin hereby agrees that her appointment and employment as an Assistant Linn County Attorney and as a Special Assistant United States Attorney for the Northern District of Iowa are at will and such appointments and employment may be terminated at any time by the County or U.S. without cause. The foregoing shall apply and prevail notwithstanding any other policies or practices, written or verbal, of County or U.S. to the contrary.

II. U.S. AGREES TO:

A. **Performance Reviews.** The immediate supervisor of Nagin at the U.S. Attorney's Office will conduct annual performance appraisals based upon a comparison of job performance and job expectations as set forth by U.S. Performance appraisals must be completed during March 1 - May 31 of each-fiscal year and a copy provided to County by May 31. Nagin shall not participate in any County merit pay plan and performance appraisals of Nagin shall not be the basis for a salary increase under any County merit pay plan.

B. **Administrative Assistance.** Provide the necessary administrative assistance, including but not limited to, office space, office equipment, support staff, and supplies, to SAUSA as may be necessary to allow Nagin to perform her duties as designated by U.S. Attorney's Office. U.S. shall absorb all costs related thereto.

C. **Reimbursement to County.** The Midwest HIDTA Northern Iowa SAUSA Initiative falls under the direction of the United States Attorney. These programs are responsible for reimbursing the County for all expenses related to the employment of Nagin, including salary, benefits and other expenses. Reimbursement is processed through the funds assigned to the HIDTA specifically for the SAUSA Initiatives. The County shall submit application for reimbursement to the U.S. for all funds paid to Nagin in the form of salary, benefits, and other expenses on a monthly basis. Upon review the U.S. will forward the approved applications to the appropriate entities for reimbursement to be paid by the appropriate entities directly to the County. The County shall provide necessary accounting information directly to HIDTA program staff for the appropriate reimbursement through direct deposit.

III. COUNTY AGREES TO:

A. **Salary.** Pay to Nagin for services provided as set forth in Section I(A) of this Agreement and as designated by U.S., an annual salary of \$82,500. Said salary may be increased during the term of this Agreement at the sole discretion of U.S. The Midwest HIDTA Northern Iowa SAUSA Initiative falls under the direction of the United States Attorney. These programs are responsible for reimbursing the County for all expenses related to the employment of Nagin, including salary, benefits and other expenses. Reimbursement is processed through the funds assigned to the HIDTA Program, specifically for the SAUSA initiatives. The County shall submit application for reimbursement to the U.S. for all funds paid to Nagin in the form of salary, benefits, and other expenses on a monthly basis. Upon review, the U.S. will forward the approved applications to the appropriate entities for reimbursement to be paid by the appropriate entities directly to the County. The County shall provide necessary accounting information directly to HIDTA program staff for the appropriate reimbursement through direct deposit.

B. **Benefits.** For purposes of this Agreement, Nagin shall at all times be designated a full-time employee of Linn County, Iowa as defined by Chapter 20 of the Code of Iowa, and as an employee of County, shall be entitled to the following County benefits of employment:

1. **Paid Leave Policy.** The Paid Leave Policy combines the benefits of paid sick leave, vacation and personal days. The Paid Leave Policy is comprised of (1) Short Term Leave and (2) Long Term Illness/Injury Leave. Nagin's vacation and personal leave accumulation at the time of implementation of the Policy will be as set forth in the County's Policies and Procedures for Management, Non-Bargaining and Confidential Personnel, dated **July 1, 2020**, Paid Leave Policy Section, and by this reference incorporated herein as if set forth verbatim herein. This policy does not supersede any federal laws including the Family and Medical Leave Act (FMLA). See, Family and Medical Leave Act Policy (PM-009), and by this reference incorporated herein as if set forth verbatim herein.

2. **Holidays.** There shall be twelve (12) regular paid holidays each calendar year. The parties agree that the days Nagin utilizes as the paid holidays shall be adjusted to

coincide with the legal holidays observed by the U.S. Attorney's Office.

3. Other Leave. Nagin shall be entitled to the Family and Medical Leave Act, Military Leave, Court and Jury Leave, Bereavement Leave, Professional Leave and On-the-Job Injuries Leave benefits provided to County employees as set forth in the County's Policies and Procedures for Management, Non-Bargaining and Confidential Personnel, dated July 1, 2020, and by this reference incorporated herein as if set forth verbatim herein.

4. Group Insurance. Nagin shall be offered the County's group health, dental and life insurance policies as set forth in the Group Insurance Policy (PM-028), and by this reference incorporated herein as if set forth verbatim herein.

IV. ADMINISTRATION:

U.S. shall defend, save harmless and indemnify County, its elected officials, employees, and agents against any and all claims or demands, for, or in connection with, any accident, injury, death or damage, whatsoever, caused to any person or property arising, directly or indirectly, out of Nagin's acts or omissions, undertaken in the performance of this Agreement. This agreement to defend, save harmless, and indemnify shall apply whether or not County and/or U.S. is a party to the action and shall include, but not be limited to, cases arising under Title 42 United States Code Section 1983.

This Agreement, as set forth in Sections I through VI herein, constitutes the entire agreement amongst County, U.S. and Nagin concerning Nagin's appointment and employment as an Assistant Linn County Attorney and appointment as a Special Assistant United States Attorney for the Northern District of Iowa. Representations made by anyone on behalf of County or U.S., and any policies or practices of County or U.S., verbal or written, are not binding. No party has relied upon any such representations, policies or practices in entering into this Agreement. Any change or alteration to the terms of this Agreement must be in the form of an addendum to the Agreement. Said addendum shall be effective only upon written approval of County and U.S.

It is the policy of the U.S. Attorney's Office and County to achieve a drug-free workplace that Nagin shall be required to pass a drug test to screen for illegal drug use prior to final appointment. Employment is contingent upon the satisfactory completion of a background investigation by the U.S. Attorney's Office.

The parties agree that Nagin shall exercise no authority as an Assistant Linn County Attorney, independent of her authority as a Special Assistant United States Attorney of the Northern District of Iowa, including but not limited to initiation of state criminal prosecutions, without the express consent of the Linn County Attorney.

V. TERM OF THIS AGREEMENT:

1 This Agreement shall commence on/about July 11, 2022, and shall be in effect until on/about July 10, 2024, unless terminated earlier by any party to this Agreement. The agreement may also be extended with the concurrence of all parties to this Agreement.

2. This Agreement shall terminate of its own accord and without further notice should Nagin no longer occupy the position of Special Assistant U.S. Attorney or Assistant Linn County Attorney for any reason.

VI. EFFECTIVE DATE:

This Agreement shall be effective upon its execution by the parties, retroactive to the commencement of the Agreement term as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the dates below indicated.

LINN COUNTY, IOWA

BY:

**CHAIRPERSON, LINN COUNTY
BOARD OF SUPERVISORS**

Date

BY:



LINN COUNTY ATTORNEY

6-20-22
Date

UNITED STATES ATTORNEY FOR THE NORTHERN DISTRICT OF IOWA

BY:

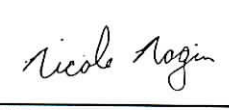
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TIMOTHY DUAX
Date: 2022.06.03
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**TIMOTHY DUAX
ACTING UNITED STATES ATTORNEY**

6/3/22

Date

BY:



NICOLE NAGIN

6/1/2022

Date

FY 23 LINN COUNTY EARLY CHILDHOOD IOWA BOARD CONTRACT- **Renew and Amend**

Fund: School Ready General

This Contract Renew and Amend is between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of the Family Transformation Services for the **Nurturing Parent Program (NPP)**. Intent is to provide high quality **short term home visitation Family Support** services to Linn County families with children under the age of six that meet the eligibility criteria of the State Early Childhood Iowa Tool FF.

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1** The **Linn County Early Childhood Iowa Board** ("Board") is authorized to enter into this Contract. The Board's address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.
Contact Person: ECI Coordinator Phone: 319-892-5729
- 1.2** **Linn County Board of Supervisors**, ("Contractor") is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor's address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.
Designated Contact Person: Gloria Witzberger Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT- **Renewal**

The term of this Contract shall be **July 1, 2022 through June 30, 2023** unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

3.1 Amendment to Deliverables:

3.1.14 Delete and replace with: Family Support Professionals who provide direct services to families as part of their ECI funded duties, will satisfactorily pass the National Certification Exam – Iowa, within one year of hired date if hired after January 1, 2021.
For specifics visit the implementation guidelines located on the Iowa Public Health Department website:
https://www.idph.iowa.gov/Portals/1/userfiles/80/National%20Certification%20Exam%20Implementation%20Guide%20Iowa%20-%20204_21.pdf

Amended FY 23 Program Operational Deliverables to replace FY 20-22:

- 3.1.18** a) **Primary Strategy:** Provide in-home services to At-Risk families in order to primarily increase Parental Knowledge on topics such as child development milestones, positive parenting techniques, effective family communication and the importance of high quality early learning.
- b) **Secondary Strategies:** i). Coordinate or partner with another entity to increase parent connections through networking, technology supports and/or group activities for At-Risk families in order to reduce social isolation & increase informal support systems. ii). Provide incentives or transportation supports to At-Risk families in order to increase their attendance at scheduled child and maternal Health appointments. iii). Provide services to improve family stability of At-Risk families through economic self-sufficiency, safe housing, family goals and concrete community connections. iv). Support efforts to ensure Program staff and materials used reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
- c) Staff: Provide at least the # of hours of direct staff time as per approved budget. Minimum education requirement for Program Supervisor is Bachelors in Human Services or related field with experience and for Family Support Worker a Bachelor or Master in Human Services or related field or Associate in Human Services with experience.
- d) Short Term Home Visitation: Provide visit dosage for minimum of 60 minutes, at least twice per month, over a period of less than a year. Visits are to include parent-child interaction as consistent with model implemented. Alternative location or use of virtual video conferencing may be used if there is a safety concern in the home. The use of telephone talk or text to communicate with the family can supplement services but is not treated as a home visit. Follow current Tool FF guidance.

- e) Services to be provided Mon-Friday, 7:30 am-8:00 pm and Sat 8:00-Noon, or by special arrangement. Coordinator contacts client within three (3) business days of service request to assess eligibility and gather relevant information on family concerns. The intent is for the first home visit to occur within fourteen business days of contact.
- f) Services to include but not be limited to providing child development and parenting skills using Nurturing Parenting Curriculum, initial assessment and development of Family Service Plan, observation of parenting skills, and access to informational library, referrals and connection to community resources. During each home visit at least one family Service Plan topic is identified, shared and/or reviewed. Parent connections with community groups, events and peers is to be supported.
- g) Target Audience: Emphasis on serving Linn County families under 200% FPL, or parents with high school diploma or less, or child with current Iowa Family Support Plan or Individualized Education Plan. Other targets are rural residents, parents with depression, teen parents, limited English proficiency, single parent Household and parents with an intellectual challenge impacting parenting skills.
- h) Ask 100% of families if child has received a hearing, vision, dental and ASQ developmental screen. Contractor will provide or coordinate Ages & Stages developmental screening for children not already involved with Early Access and whose parents consent to the screen. Provide referrals for additional services as needed.
- i) Participate in state administered internet-based data collection system (e.g. DAISEY), using state-identified family assessment, related trainings and meet reporting deadlines.
- j) Ensure that iPad or related technology purchased with ECI funds is used for DAISEY data input, enhancement of family visit services and that it is properly secured and maintained.
- k) Strive to ensure that families are not dually enrolled in another state funded family support program that unnecessarily duplicates services.
- l) Ensure staff has access to required Nurturing Parenting Program training.
- m) If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

3.2 FY 23 Performance Measures to replace FY 20-22:

State Performance Measure Goals

- 3.2.1** # of unduplicated families enrolled in services: **80**
- 3.2.2** # of home (or approved COVID format) visits completed: **825**
- 3.2.3** % of staff that earn the Family Support Direct Service Professional National Certificate by the state deadline (YE): **100%**
- 3.2.4** % of age eligible children screened with ASQ-3 for developmental delays: **90%**
- 3.2.5** % of newly enrolled families (after July 1) that meet one or more of ECI eligibility criteria: **80%**
 - a. HH Income at or below 200% Federal Poverty Level
 - b. Parent with high school diploma or less
 - c. Children (0-5 yrs) with IFSP or IEP
- 3.2.6** Of families that complete both a Pre and Post PFS family assessment:
 - *70%** Improve/maintain healthy functioning, problem solving and communication.
 - *80%** Increase or maintain social supports.
 - *70%** Are connected to additional concrete supports.
 - *75%** Increase their knowledge about child development and parenting.
 - *75%** Improve nurturing and attachment with their children.
- 3.2.7** Report on all State Performance Measures (Tool P).

Local Data

- 3.2.8:** Report on local measures identified in Progress Report.

3.3 Monitor and Review Clause to replace FY 20-22:

3.3.1 Progress Report Requirements (no change)

The Contractor shall submit Quarterly Performance Reports, on the form provided by Early Childhood Iowa, via e-mail to designated ECI Staff. Quarterly Reports due dates are:

- **Oct 15th, Jan 15th, April 15th, July 19th for 4th Qtr.**

3.3.2 The Board and/or appointed Committee will monitor the performance of the Contractor quarterly to ensure compliance with Section 3. A Contract Compliance Review will occur as per Policy 9.4 in the ECI Board Policy and Procedure Manual. The Contractor shall meet with the Board or Early Childhood Iowa staff, participate in Contract Compliance Reviews and make files available for review upon request.

3.4 Amendment to Fiscal Requirements: NA

3.5 Amendment to Non-Exclusive Rights: NA

SECTION 4. COMPENSATION.

4.1 Amendment to Pricing: The Payment amount for FY 23 is updated to read:

The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed \$112,422 in School Ready General.

4.2 Amendment to Payment Clause: NA

4.3 Delay of Payment Due to Contractor's Failure: NA

SECTION 5. Amendment to TERMINATION: NA

SECTION 6. Amendment to CONFIDENTIAL INFORMATION: NA

SECTION 7. Amendment to INDEMNIFICATION: NA

SECTION 8. Amendment to INSURANCE: NA

SECTION 9. Amendment to INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT: NA

SECTION 10. Amendment to CONTRACT ADMINISTRATION: NA

CONTRACT EXECUTION.

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

Contractor: Linn County Board of Supervisors for the NPP Short Term Home Visitation	Board: Linn County Early Childhood Iowa
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name:
Title:	Title: Chair
Date:	Date:
Federal Tax Id #:	
Certificate of Insurance attached ☐	
Assurance of Criminal/Child abuse record check attached ☐	

FY 23 LINN COUNTY EARLY CHILDHOOD IOWA BOARD CONTRACT- Renew and Amend

Fund: School Ready General

This Contract Renew and Amend is between the Linn County Early Childhood Iowa (ECI) Board and **Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP)**. Intent is to provide **long term** home visitation Family Support services to Linn County families with children under the age of six that meet the eligibility criteria of the State Early Childhood Iowa Tool FF.

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1** The **Linn County Early Childhood Iowa Board** ("Board") is authorized to enter into this Contract. The Board's address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.
Contact Person: ECI Coordinator Phone: 319-892-5729
- 1.2** **Linn County Board of Supervisors**, ("Contractor") is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor's address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.
Designated Contact Person: Gloria Witzberger Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT- Renewal

The term of this Contract shall be **July 1, 2022 through June 30, 2023** unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

3.1 Amendment to Deliverables:

3.1.12 Delete and replace with: Quality: Earn the Iowa Family Support Credential (IFSC) specifically for the NPP Long Term program in no more than 3-year fiscal time span (FY 21-24). Provide regular update on progress to Linn County ECI Office.

3.1.14 Delete and replace with: Family Support Professionals who provide direct services to families as part of their ECI funded duties, will satisfactorily pass the National Certification Exam – Iowa, within one year of hired date if hired after January 1, 2021.

For specifics visit the implementation guidelines located on the Iowa Public Health Department website:

<https://www.idph.iowa.gov/Portals/1/userfiles/80/National%20Certification%20Exam%20Implementation%20Guide%20Iowa%20-%20204%2021.pdf>

Amended FY 23 Program Operational Deliverables to replace FY 21-22:

- 3.1.19** a) **Primary Strategy:** Pilot project to provide in-home services with a family stability focus to improve economic self-sufficiency, safe housing, concrete community connections, and completion of family goals.
- b) **Secondary Strategies:** i). Provide Service Coordination that goes beyond making referrals to include purposeful integration between relevant community resources. Involvement with My Care Community is strongly encouraged. ii). Identify and implement a quantifiable Risk Assessment tool to establish dosage and discharge criterion. iii). Provide parental knowledge and skills in child development, parent-child attachments using NPP curriculum. iv). Participate in ECI pilot project networking meetings.
- c) Target Audience: Focus will be on current NPP clients that quantitatively demonstrate need for long-term services, limited-English proficiency families, and/or families with identified mental health needs, that have child prenatal thru age five. ECI home visitation services are prevention based- see 3.1.15. 75% of families must meet state required criterion in Tool FF.
- d) Staffing: Provide at least the # of hours of direct staff time as per approved budget. Minimum education requirement for Program Supervisor is Bachelors in Human Services or related field with experience and for Family Support Worker a Bachelor or Master in Human Services or related field or Associate in Human Services with experience.

e) Dosage/Intensity: Provide visit twice per month, over a period of at least 1-year. Intent is that visits are to be 90-minutes and include parent-child interaction as consistent with model implemented. Alternative location or use of video conferencing technology may be used if there is a safety concern in the home. The use of telephone talk or text to communicate with the family can supplement services but is not treated as a home visit.

f) Hours of Operation: Services to be provided Mon-Friday, 7:30 am-8:00 pm and Sat 8:00-Noon, or by special arrangement. Coordinator contacts client within five (5) business days of service request to assess eligibility and gather relevant information on family concerns. The intent is for the first home visit to occur within fourteen business days of contact.

g) Developmental Screen: All age eligible children enrolled shall be screened for developmental progress using the Ages and Stages Questionnaire 3rd edition. Screening may be completed by parents, another provider or the home visiting program staff. Ask 100% of families if child has received a hearing, vision, and dental screen. Provide referrals for additional services as needed. ASQ-3 screening results shall be entered into DAISEY.

h) DAISEY: Participate in state administered internet-based data collection system (e.g. DAISEY) using Life Skills Progression (LSP) family assessment, related trainings, and meet reporting deadlines.

i) Strive to ensure that families are not dually enrolled in another state funded family support program that unnecessarily duplicates services.

j) Ensure staff has access to required Nurturing Parenting Program training.

k) If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

3.2 Amended FY 23 Performance Measures to replace FY 21-22:

State Performance Measure Goals

3.2.1 # of unduplicated families enrolled in services: **25**

3.2.2 # of home (or approved COVID format) visits completed: **300**

3.2.3 % of staff that earn the Family Support Direct Service Professional National Certificate by the state deadline (YE): **100%**

3.2.4 % of age eligible children screened with ASQ-3 for developmental delays and had their results reported into DAISEY: **90%**

3.2.5 % of newly enrolled families (after July 1) that meet one or more of ECI eligibility criteria: **80%**

- a. HH Income at or below 200% Federal Poverty Level
- b. Parent with high school diploma or less
- c. Children (0-5 yrs) with IFSP or IEP

3.2.6 Of families that complete both a Pre and Post PFS family assessment:

***75%** Improve/maintain healthy functioning, problem solving and communication.

***75% Increase** or maintain social supports.

***75%** Are connected to additional concrete supports.

***75%** Increase their knowledge about child development and parenting.

***75%** Improve nurturing and attachment with their children.

3.2.7 Report on all State Performance Measures (Tool P).

Local Data

3.2.8: Report on local measures identified in Progress Report.

3.3 Monitor and Review Clause to replace FY 20-22:

3.3.1 Progress Report Requirements (no change)

The Contractor shall submit Quarterly Performance Reports, on the form provided by Early Childhood Iowa, via e-mail to designated ECI Staff. Quarterly Reports due dates are:

- **Oct 15th, Jan 15th, April 15th, July 19th for 4th Qtr.**

3.3.2 The Board and/or appointed Committee will monitor the performance of the Contractor quarterly to ensure compliance with Section 3. A Contract Compliance Review will occur as per Policy 9.4 in the ECI Board Policy and Procedure Manual. The Contractor shall meet with the Board or Early Childhood Iowa staff, participate in Contract Compliance Reviews and make files available for review upon request.

3.4 Amendment to Fiscal Requirements: NA

3.5 Amendment to Non-Exclusive Rights: NA

SECTION 4. COMPENSATION.

4.1 Amendment to Pricing: The Payment amount for FY 23 is updated to read:

The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed \$85,641 in School Ready General.

4.2 Amendment to Payment Clause: NA

4.3 Delay of Payment Due to Contractor's Failure: NA

SECTION 5. Amendment to TERMINATION: NA

SECTION 6. Amendment to CONFIDENTIAL INFORMATION: NA

SECTION 7. Amendment to INDEMNIFICATION: NA

SECTION 8. Amendment to INSURANCE: NA

SECTION 9. Amendment to INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT: NA

SECTION 10. Amendment to CONTRACT ADMINISTRATION: NA

CONTRACT EXECUTION.

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

Contractor: Linn County Board of Supervisors for the NPP Long Term Home Visitation	Board: Linn County Early Childhood Iowa
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name:
Title:	Title: Chair
Date:	Date:
Federal Tax Id #:	
Certificate of Insurance attached ☐	
Assurance of Criminal/Child abuse record check attached ☐	

FY 23 LINN COUNTY EARLY CHILDHOOD IOWA BOARD CONTRACT- **Renew and Amend**

Fund: Early Childhood

This Contract Renew and Amend is between the Linn County Early Childhood Iowa (ECI) Board and **Linn County Board of Supervisors on behalf of LCCS Child Development Center** for Early Care and Education Supportive Services. Intent is to increase access to extended day and year high-quality Wraparound Care, for 3–5-year-olds from eligible Linn County families, through financial support of provider expenses.

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1** The **Linn County Early Childhood Iowa Board** (“Board”) is authorized to enter into this Contract. The Board’s address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.
Contact Person: ECI Coordinator Phone: 319-892-5729
- 1.2** **Linn County Board of Supervisors (“Contractor”)**, on behalf of Linn County Child Development Center is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor’s address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.
Designated Contact Person: Gloria Witzberger Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT- Renewal

The term of this Contract shall be **July 1, 2022 through June 30, 2023** unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

3.1 Amendment to Deliverables:

3.1.6 Delete and replace with: Maintain NAEYC accreditation or obtain IQ4K rating. Maintain DHS License requirements. Provide proof of the Quality Standard met or License upon request.

3.1.15 Add: Abide by the restrictions in the most current version of Tool G re: eligible use of State Early Childhood funds. Per Tool G – EC \$ do not directly support Core programs.

Amended FY 23 Program Operational Deliverables to replace FY 20-22:

- 3.1.16 a) Primary Service:** Provide free or low-cost slots or scholarships for At-Risk families in order to primarily increase access to Affordable Quality Full-Day Full-Year care.
- b) **Secondary Service:** Remove identified barriers so children from At-Risk families can attend Affordable Quality early learning environments (*e.g. provide transportation, interpreter/translator, serve special needs, etc.*).
- c) Provide up to 244 days of full-day, full year high quality child care. Extended day is average of eleven (11) hours per day avg, Mon-Friday using combination of funding sources. Wraparound hours are typically, 12:30-5:30 pm.
- d) Wraparound services are provided at the Linn County Child Development Center.
- e) Use ECI \$ to support Assistant Teachers or Lead EC Teacher time at the levels documented in the approved budget. Lead Teacher must have a BA in Early Childhood Education and current “Pre-K” Teaching license. Assistant Teacher must have either a Child Development Associate credential or AA degree in Early Education.
- f) Provide nutritious breakfast, lunch, and snack to children per CACFP guidelines.
- g) Utilize an evidence-based curriculum and assessment. Regularly assess and report if children are demonstrating age-appropriate skills.
- h) Coordinate access to health and developmental screenings and collect data on referrals for additional services.
- i) Provide at least one (1) parent/teacher conference or home visit per family.
- j) Ensure child attendance policy is in place and implemented.
- k) Collect and report required child and family demographic data.
- l) Monitor and document child and family eligibility for DHS Child Care Assistance.
- m) Report on Quality Measure obtained at Center.
- n) If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

3.2 Amended FY 23 Performance Measures to replace FY 20-22:

State Performance Measure Goals

- 3.2.1** # of unduplicated children ages 3-5 in high quality extended day and year childcare: **10**
- 3.2.2** % of children screened with ASQ-3: **100%**
- 3.2.3** % of children screened with ASQ:SE: **100%**
- 3.2.4** % of children screened with ASQ:3 and referred for follow-up services/treatment: **Report**
- 3.2.5** % of children screened with ASQ:SE and referred for follow-up services/treatment: **Report**
- 3.2.6** % of children in ECI supported care will demonstrate age-appropriate skills as assessed by the ASQ-3: **80%.**
- 3.2.7** % of children demonstrating age-appropriate skills as assessed by the ASQ-SE: **80%**
- 3.2.8** % of preschool classrooms with ECI children enrolled will have a rating of 3 or higher on the Iowa QRS or 1 or higher on IQ4K: **0/NA** due to Head Start & NAEYC Standards met
- 3.2.9** Maintain a High-Quality Standard: **Goal: Head Start and NAEYC Standards**
- 3.2.10** Report on all State Performance Measures (Tool P).

Local Data

- 3.2.11** Report on local measures identified in Progress Report.

3.3 FY 23 Monitor and Review Clause to replace FY 20-22:

- 3.3.1** Progress Report Requirements (no change)

The Contractor shall submit Quarterly Performance Reports, on the form provided by Early Childhood Iowa, via e-mail to designated ECI Staff. Quarterly Reports due dates are:

- **Oct 15th, Jan 15th, April 15th, July 19th for 4th Qtr.**

- 3.3.2** The Board and/or appointed Committee will monitor the performance of the Contractor quarterly to ensure compliance with Section 3. A Contract Compliance Review will occur as per Policy 9.4 in the ECI Board Policy and Procedure Manual. The Contractor shall meet with the Board or Early Childhood Iowa staff, participate in Contract Compliance Reviews, and make files available for review upon request.

3.4 Amendment to Fiscal Requirements: NA

3.5 Amendment to Non-Exclusive Rights: NA

SECTION 4. COMPENSATION.

4.1 Amendment to Pricing: The Payment amount for FY 23 is updated to read:

The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed \$63,966 in Early Childhood.

4.2 Amendment to Payment Clause: NA

4.3 Delay of Payment Due to Contractor's Failure: NA

SECTION 5. Amendment to TERMINATION: NA

SECTION 6. Amendment to CONFIDENTIAL INFORMATION: NA

SECTION 7. Amendment to INDEMNIFICATION: NA

SECTION 8. Amendment to INSURANCE: NA

SECTION 9. Amendment to INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT: NA

SECTION 10. Amendment to CONTRACT ADMINISTRATION: NA

CONTRACT EXECUTION.

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered the above Contract and have caused their duly authorized representatives to execute this Contract.

Contractor: Contractor: Linn County Board of Supervisors for the Linn County Child Development Center	Board: Linn County Early Childhood Iowa
Signature of Authorized Representative:	Signature of Authorized Representative:

Printed Name:	Printed Name:
Title:	Title: Chair
Date:	Date:
Federal Tax Id #:	
Certificate of Insurance attached ☐	



VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☒ REPLACEMENT

REPLACES: William Cole Little

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Associate Combination Inspector

DEPARTMENT: Planning & Development

SHIFT/HOURS: 8-5 Monday - Friday

NUMBER OF POSITIONS: 1

VACANCY DATE: 06/22/22

NEW POSITION FUNDING SOURCE(S):

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

DURATION OF POSTING (must remain open a minimum of 10 days): 14 days

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☒ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: Charlie Nichols

6/23/22

DEPARTMENT HEAD (original signature required)

DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Kiera D. Powell
HUMAN RESOURCES DIRECTOR

6-23-22
DATE

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

6/23/2022
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

Recruitment Information

*Please fill out this page to help us create a job advertisement for your open position.
If you cannot think of all 5 products, please try listing what you can.
5 Main Job Duties are required. For Products, if you cannot think of 5, put n/a.*

Main 5 Essential Functions(Job Duties) or Position Outcomes

What will the employee be doing? Please state these in simplified terms that are accurate AND will attract someone to this job.

1. Assists in the inspection of existing buildings or new construction to assure conformity with the required standards of the County.
2. Supports Combination Inspectors in administrative duties, checking plans and code research.
3. Recommends methods for improvement to Combination Inspectors.
4. Assists with inspections of old and dangerous structures which may be subject to condemnation.
5. Assists with daily scheduling of inspections and inspection results.

Top 5 Products for this Job

*What are the 5 main products this person will produce
(should be related to duties or outcomes listed above).*

1. Emails
2. Reviewed Construction Drawings
3. Notices of Violation
4. Inspection and Occupancy Reports
5. Certifications

RESOLUTION NO. 2022 – 6 –

**A RESOLUTION TO PROVIDE FOR A NOTICE OF PUBLIC HEARING ON THE
PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED TOTAL COST
FOR THE PRIORITY #4 LINN COUNTY FACILITIES DERECHO REPAIRS PROJECT,
AND FOR THE TAKING OF BIDS ON SAID PROJECT**

WHEREAS, in response to the August 10, 2020 derecho, it is proposed that the Linn County, Iowa Board of Supervisors (the “Board”) authorize the construction of the public improvement(s) as described in the proposed plans, specifications, and form of contract prepared by Martin Gardner Architecture (the “Project Architect”), which may be hereinafter referred to as the “Priority #4 Linn County Facilities Derecho Repairs Project”, or the “Project”; and,

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

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

BE IT THEREFORE RESOLVED by the Board as follows:

1. The Board hereby approves the proposed contract documents referred to in this Resolution, as prepared by the Project Architect, in their preliminary form.
2. The Board hereby determines that the Project is necessary and desirable for Linn County (the “County”), and finds that it is in the best interest of the County to proceed toward the construction of the Project.
3. The Board shall hold a public hearing on the proposed contract documents on the 25th day of July 2022 at 11 o’clock am in the Formal Board Room of the Linn County Public Service Center located at 935 – 2nd Street SW, Cedar Rapids, Iowa, at which time any interested person may appear and file objections to the proposed Contract Documents, and, after hearing objections, the Board may proceed with approval of said Contract Documents.
4. The Board hereby authorizes and directs the publication of a notice of public hearing on the Contract Documents for the Project at least once, not less than four (4) nor more than twenty (20) days before the date of the hearing in one or more newspapers that meet the requirements of Iowa Code Section 618.14.
5. The Board hereby delegates to the Linn County Purchasing Director and/or his designee(s) the duty of receiving bids for the construction of the Project until 2 o’clock pm on July 22, 2022, at the Jean Oxley Linn County Public Service Center in Cedar Rapids, Iowa.

6. The Board hereby sets July 25, 2022, at 11 o'clock am in the Formal Board Room of the Jean Oxley Linn County Public Service Center as the time and place that the Board or its designee will open and announce the bids received for construction of the Project, and that the Board will consider said bids.
7. The Board hereby fixes the amount of the bid security to accompany each bid at five (5) percent of the amount of the bid.
8. The Board hereby authorizes and directs advertisement for sealed bids for the Project in accordance with Iowa Code Section 26.3.

PASSED AND APPROVED this 29th day of June, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

Aye:

Nay:

Abstain:

ATTEST:

Joel Miller, Linn County Auditor