BOARD OF SUPERVISORS
District 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, July 27, 2022
11 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today's agenda.

Consent Agenda

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

Reports

Resolutions

Resolution for participation in Safe Streets and Roads for All (SS4A) grant application for safety funding.

Contract and Agreements

Approve and authorize Chair to sign a 2022 Byrne Justice Assistance Grant-- Governing Body Review between Linn County Sheriff's Office and the Cedar Rapids Police Department. Available grant assistance funds are $52,604.

Approve and authorize Chair to sign a Byrne Justice Assistance Grant—Certification and Assurances by the Chief Executive of the Applicant Government.

Authorize Colonel Doug Riniker to electronically sign on behalf of Chair the FY 22 Equitable Sharing Agreement and Certification.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Together We Achieve for the Hot Meals for All Program in the amount of $3,650.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Together We Achieve for the 12K in 2022 Food Box Giveaway Project in the amount of $23,980.00.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims
Discuss and decide on claims.

Discuss and decide on revisions to Linn County Social Media Policy PM-023.

Discuss and decide on a Resolution Establishing Compensation for Precinct Election Officials and Temporary Election Personnel Retroactive to Specified Dates.

Discuss and decide on a Resolution Awarding Contract for the Priority #4 Linn County Facilities Derecho Repairs Project

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

Board Member Reports

Correspondence

Appointments

Closed Session
The Board will enter into a closed session to discuss professional competency, pursuant to Code of Iowa 21.5(1)(i).

Re-enter Open Session
Discuss and decide on employment status of the Facilities Director.

Adjournment

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

RESOLUTION FOR PARTICIPATION IN SS4A GRANT APPLICATION

Linn County Resolution No. ____

WHEREAS, as part of the new Federal Transportation Bill, Infrastructure Investment and Jobs Act (IIJA), there is over $1B of roadway safety funding available in the form of Safe Streets and Roads for All (SS4A) grants. To be an eligible applicant for this new safety funding, a county MUST have an eligible Action Plan in place; and

WHEREAS, the Iowa County Engineers Association (ICEA) plans to apply for a SS4A grant to develop and supply all 99 counties in Iowa with an eligible Action Plan at no cost to the counties. ICEA encourages all 99 counties to participate in this grant application; and

WHEREAS, the Linn County Board of Supervisors will commit to achieve significant declines in roadway fatalities and serious injuries in Linn County; and

WHEREAS, the Linn County Board of Supervisors recognizes the Action Plan and will assist the County Engineer's department in achieving the goal of a dramatic decrease in roadway fatalities and serious injuries and zero roadway fatalities and serious injuries by the years 2030 and 2050, respectively; and

WHEREAS, the Linn County Board of Supervisors, after consulting with the Linn County Engineer, desires to participate in a joint SS4A grant to develop and receive an eligible Action Plan for Linn County.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LINN COUNTY that this County does hereby request to be included in the statewide SS4A grant to develop Actions Plans for all 99 counties in Iowa.

Resolution adopted this 27th day of July, 2022.

Linn County Board of Supervisors

____
Board of Supervisors Chairperson

ATTEST:

____
Linn County Auditor

2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

GRANTS.GOV UEI: UNBHXYL9LJ19 GRANT 13672990

Governing Body Review

BETWEEN THE CITY OF CEDAR RAPIDS. IOWA AND THE COUNTY OF LINN. IOWA

This agreement is made and entered into this 5th day of July, 2022, by and between the COUNTY of LINN, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the City of Cedar Rapids, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Linn County, State of Iowa, witnessed:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

The 2022 Byrne Justice Assistance Grant is $52,604.

Section 1

COUNTY agrees to pay the CITY a total of **$26,302** of JAG funds for use in its 2022 Byrne Justice Assistance program, and COUNTY agrees to use **$26,302** for use in its 2022 Byrne Justice Assistance program. Both the CITY and COUNTY will be using JAG funds for equipment purchases. See program narrative for details.

Section 2

By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Authorized Program Director for the 2022 Byrne Justice Assistance Grant (JAG) Program is Colonel Douglas Riniker of the Linn County Sheriff's Office.

CITY OF CEDAR RAPIDS, IOWA

Tiffany O'Donnell, Mayor

COUNTY OF LINN, IOWA

Ben Rogers, Chair

ATTEST: APPROVED AS TO FORM:

Wayne Jerman, Chief
Cedar Rapids Police Department

Brian Gardner, Sheriff
Linn Co. Sheriff's Office

U.S. Department of Justice
Office of Justice Programs

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

____
Signature of Chief Executive of the Applicant Unit of Local Government

____
Date of Certification

____
Printed Name of Chief Executive

____
Title of Chief Executive

____
Name of Applicant Unit of Local Government

OMB Number 1123-0011
Expires: December 31, 2024

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: IA0570000
Agency Name: Linn County Sheriff's Office
Type: Sheriff's Office
Mailing Address: 310 2nd Ave SW
Cedar Rapids, IA 52404

Agency Finance Contact
Name: Riniker, Douglas
Phone: 3198926102 **Email:** doug.riniker@linncounty.org

Jurisdiction Finance Contact
Name: Jindrich, Dawn
Phone: 319-892-5116 **Email:** Dawn.Jindrich@linncounty.org

ESAC Preparer
Name: Riniker, Douglas
Phone: 3198926102 **Email:** doug.riniker@linncounty.org

FY End Date: 06/30/2022 **Agency FY 2023 Budget:**

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance	$312,755.89	$65,494.43
2	Equitable Sharing Funds Received	$24,177.43	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$834.83	$168.37
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$25,012.26	$168.37
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$337,768.15	$65,662.80

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$0.00	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$0.00	$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Civil Rights Cases

Name of the Case	Type of Discrimination Alleged			
Scott Becker v. Linn Co.	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☒ Other: FMLA	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Brian Unsen
Company: Eide Bailly
Phone: 5635561790 **Email:** Bunsen@eidebailly.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☒ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; <u>or</u> (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☒ **Yes** ☐ **No**

Agency Head

Name: Gardner, Brian D.
Title: Sheriff
Email: Sheriff@linncounty.org

Signature: ______________________ Date: ______________

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Rogers, Ben
Title: Chair-- Board of Supervisors
Email: Ben.Rogers@linncountyiowa.gov

Signature: ______________________ Date: ______________

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

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

Federal Award Number: SLFRP0336

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

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-024

Pass-Through Entity (PTE):	**Subrecipient:**
Linn County, Iowa	Together We Achieve
935 2nd Street SW	1150 27th Ave SW
Cedar Rapids, IA	Cedar Rapids, IA 52404
	UEI #: RLMVJABGDF62
Subaward Budget Period Start date: 1/1/2022 End date: 12/31/2022	
Period of Performance Start date: 1/1/2022 End date: 12/31/2022	
Amount of federal funds obligated by this action: $3,650.00	
Total amount of the federal funds obligated to the Subrecipient: $3,650.00	
Total amount of the federal funds committed to the Subrecipient: $3,650.00	
Project Title: Hot Meals for All	
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 Together We Achieve ("Subrecipient") for reimbursement of Hot Meals for All.

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. <u>Term of Agreement.</u>

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. <u>Grant Funding.</u>

The Subrecipient shall use the Subaward solely for the Hot Meals for All.

The County agrees to provide up to $3,650.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for Hot Meals for All. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. <u>Reporting and Invoicing.</u>

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 notifies at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely on the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

17. Defense and Indemnification.

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

18. Severability.

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

19. Status of Subrecipient.

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

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

20. <u>Assignment.</u>

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. <u>Entire Agreement.</u>

This agreement constitutes the entire agreement between the parties for Hot Meals for All and shall be binding upon true successors and assignees of the parties to this agreement.

22. <u>Compliance with Applicable Laws and Regulations.</u>

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

Dated this 21 day of July, 2022.

BOARD OF SUPERVISORS	SUBRECIPIENT:
LINN COUNTY, IOWA	TOGETHER WE ACHIEVE
______________________	______________________
Board Chair	Authorized Representative
______________________	7/21/22
Date	Date

EXIHIBIT A

Statement of Work

Together We Achieve will provide hot meals in a safe low/no contact to-go only fashion. Expenses to include to-go containers, silverware, napkins, food, seasonings, and equipment expenses. The program will operate and follow the estimated budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

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

EXHIBIT A1

Hot Meals for All	
	EXPENSES
Food/Seasonings	$1,500.00
Togo Containers/Silverware/Napkins	$2,000.00
Equipment Expense	$150.00
TOTAL	**$3,650.00**

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. **<u>Compliance with Applicable Laws and Regulations.</u>**

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. <u>Publications.</u>

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. <u>Protections for Whistleblowers.</u>

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. <u>Certification Regarding Government-Wide Restrictions on Lobbying.</u>

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

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or

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

AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

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

Federal Award Number: SLFRP0336

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

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-023

Pass-Through Entity (PTE):	**Subrecipient:**
Linn County, Iowa	Together We Achieve
935 2nd Street SW	1150 27th Ave SW
Cedar Rapids, IA	Cedar Rapids, IA 52404
	UEI #: RLMVJABGDF62
Subaward Budget Period Start date: 1/1/2022 End date: 12/31/2022	
Period of Performance Start date: 1/1/2022 End date: 12/31/2022	
Amount of federal funds obligated by this action: $23,980.00	
Total amount of the federal funds obligated to the Subrecipient: $23,980.00	
Total amount of the federal funds committed to the Subrecipient: $23,980.00	
Project Title: 12K in 2022 Food Box Giveaway	
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 Together We Achieve ("Subrecipient") for reimbursement of 12k in 2022 Food Box Giveaway.

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 12k in 2022 Food Box Giveaway.

The County agrees to provide up to $23,980.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for 12k in 2022 Food Box Giveaway. 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. <u>Monitoring.</u>

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. <u>Maintenance of Records.</u>

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. <u>Closeout.</u>

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. <u>Counterparts.</u>

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. <u>Notices</u>

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 notifies at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely on the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

17. <u>Defense and Indemnification.</u>

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. <u>Severability.</u>

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. <u>Status of Subrecipient.</u>

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. <u>Assignment.</u>

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. <u>Entire Agreement.</u>

This agreement constitutes the entire agreement between the parties for 12k in 2022 Food Box Giveaway and shall be binding upon true successors and assignees of the parties to this agreement.

22. <u>Compliance with Applicable Laws and Regulations.</u>

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. <u>Seat Belt Use.</u>

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. <u>Reducing Text Messaging While Driving.</u>

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. <u>Certification Regarding Government-Wide Restrictions on Lobbying.</u>

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

Dated this 21 day of July, 2022.

BOARD OF SUPERVISORS	SUBRECIPIENT:
LINN COUNTY, IOWA	TOGETHER WE ACHIEVE
______________________	______________________
Board Chair	Authorized Representative
______________________	7/21/22
Date	Date

EXIHIBIT A

Statement of Work

Together We Achieve will provide a drive through food box giveaway program designed to provide low barrier access to free food to households who are facing food insecurity. Expenses to include boxes, food, marketing, truck rental, and facility for drive thru. The program will operate and follow the estimated budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

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

EXHIBIT A1

TWA 12k in 2022 Food Box Giveaway	
	EXPENSES
Facility for Drive Thru	$1,400.00
Boxes	$8,880.00
Contents for Food Boxes	$12,000.00
Marketing/Printing	$500.00
Penske Truck Rental	$1,200.00
TOTAL	**$23,980.00**

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.

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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."*

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

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

a. A member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court of grand jury; and/or

g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

4. Certification Regarding Government-Wide Restrictions on Lobbying.

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

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or

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

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Title: Social Media		**Policy Number:** PM-023	
Responsible Department: Board of Supervisors | Communications			
Revision No:	**Approval Date:** 10/16/2019	**Effective Date:** 10/16/2019	**Expiration Date:** N/A
Initial Approval Date:10/16/2019 **BOS Minutes:** 10/14/2019; 10/16/2019		**Distribution:** Elected Officials, Department Heads, Employee Handbook, Intranet	

I. PURPOSE & OBJECTIVES

This Social Media Policy ("Policy") sets guidelines for the establishment and use of social media by Linn County ("County") as a means of conveying County information to the public. The intended purpose behind the use of Linn County social media sites is to disseminate information from the County, about the County, to the public in a civil and unbiased manner.

This policy also sets guidelines for conduct and social media use by County employees and officials who use social media to interact with customers on behalf of Linn County.

The County's official website, located at LinnCountyIowa.gov, will remain the County's primary online source for communicating information to the public; however, a social media presence is yet another way government can communicate to the broadest audience of those it serves. Therefore, Linn County will use social media as an additional tool to provide information about the County's mission, programs, services, activities, events, and brand identity directly to users and to help meet the following objectives:

- Support the County's mission and strategic outcomes, Core Values, and Customer Satisfaction Policy
- Provide accountability to the public and transparency of government
- Provide accurate and timely information to all audiences
- Communicate news and emergency information
- Establish two-way communication with residents and persons interested in Linn County
- Create additional marketing/promotional channel to increase awareness of County messages, programs, services, activities, achievements, and significant events
- Humanize County government
- Build trust through quality content
- Collect valuable feedback
- Reach additional demographics and diverse audiences
- Create a more informed, engaged, and responsive community

Information posted on County social media sites will supplement, and not replace, required notices and standard methods of communication.

The personal use of social media can have bearing on County personnel in their official capacity. As such, this policy provides information of a simply precautionary nature as well as prohibitions on the use of social media by County personnel.

II. SCOPE

This policy applies to any pre-existing or future social media accounts created by County employees for Linn County business and the terms with which the public is encouraged to interact with the County on social media.

This policy also applies to all full-time, part-time, seasonal, and temporary Linn County employees who report to the Board of Supervisors, employees who report to the Conservation and Public Health Departments, and Linn County advisory board and commission members.

III. EXCEPTIONS

This policy is recommended for use by County elected officials and their departments.

IV. DEFINITIONS

Authorized Agents(s): Users authorized to manage the content on the County social media sites as well as receive content posted to the site by the public. See Appendix C.

Blog: A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions or comments. The term is short for “Web Log.”

Comment: Response to County social media site submitted by the public.

Communications Department: The Communications staff under the Board of Supervisors | Communications division.

Content: Content includes, but is not limited to, information, photographs, videos, and hyperlinks.

Elected or appointed official: For the purpose of this policy, elected and appointed official refers to any person currently elected or appointed to the Linn County Board of Supervisors; or the Offices of the County Attorney, Auditor, Recorder, Sheriff, or Treasurer and their deputies; or a County advisory board or commission.

Follower: An individual or agency who “likes” or follows any County social media page.

Internet: An international network of independent computer systems. The World Wide Web is one of the most recognized means of using the Internet.

Official County website means the website LinnCountyIowa.gov that is under the control and management of the Communications Director.

Page: The specific portion of a social media website where content is displayed and managed by an individual or individuals with administrator rights.

Photo sharing: The online publishing of photographs with the ability to transfer and share the photos with others.

Post: All-inclusive term to describe a message, announcement, picture, video, or any other form of communication posted on County social media sites.

Profile: Information that a user provides about himself or herself on a social networking site.

Social Media: A form of online communication or publication that allows for multi-directional interaction. Social media includes, but is not limited to, blogs, podcasts, social networks, photograph and video hosting websites, and new technologies as they evolve. This includes, but is not limited to, social networking sites (Facebook, LinkedIn, Nextdoor, Twitter), photo- and video-sharing sites (Flickr, YouTube, and Pinterest), blogs, and news sites (Digg, Reddit).

Social Networks: Online platforms where users can create profiles, share information, and socialize with others using a range of technologies.

Speech: Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape, or related forms of communication.

Tagging: Identification of an individual or organization's profile or page in a post or photo that links the post or photo to the individual or organization's profile or page.

Video sharing: The online publishing of videos with the ability to transfer and share them with others.

V. PROVISIONS

A. General Policy

1. It is the policy of Linn County to ensure that County social media sites are created and maintained for exclusive use by the County in communicating information relevant to the County's purpose and goals; and to document the Terms of Use that govern the usage of the County's social media sites. The County reserves the right to determine what information may and may not be placed on County social media sites.

2. The County's official website LinnCountyIowa.gov will remain the County's primary and predominant internet presence for official information.

3. The County will have a "page" in Facebook, not a "group." Facebook pages offer distinct advantages, including greater visibility, customization, and measurability.

4. Content posted to social media sites must contain links directing users back to the County's official website for in-depth information, forms, documents, or online services necessary to conduct business with Linn County when applicable.

5. The County reserves the right to implement or remove any functionality of its social media sites, when deemed appropriate by the Communications Director or their designee. This includes, but is not limited to, information, articles, pictures, videos or any other form of communication that is posted on a County social media site.

6. County social media sites or equipment may not be used by employees or appointed or elected officials as a platform for private business or charitable activities, commercial or personal transactions, or for any other purpose prohibited by law.

7. Communications made through a social media site will in no way constitute a legal or official notice or comment by or to any official or employee of the County for any purpose. For example, a social media post or comment made by a member of the public related to a request for a permit or absentee ballot request will not be considered by the County. Comments or requests specific to a County license, application, permit, project, etc. should be submitted directly to the appropriate County official, department, or division as indicated at LinnCountyIowa.gov.

8. Linn County social media accounts are subject to public records laws. Any content maintained in a social media format that is related to County business, including a list of subscribers and posted communication, is a public record. The Department maintaining the social media account is responsible for responding to any public records request for public records on social media.

9. All social media accounts maintained by the County must adhere to applicable federal, state and local laws, regulations, and County policies including all policies relating to the use of computers and security, electronic communications, workplace discrimination, County records management, and any other applicable County policy or procedure.

B. Requirements for County-Sponsored Social Media

1. Any additional County social media accounts are subject to approval by the Communications Director. Departments must provide specific reasons for the need to have separate social media accounts and how those accounts will be maintained and monitored and describe how they will not detract from Linn County's unified brand identity. If approved, the Communications Director will periodically review each account. Accounts that do not meet the County's intended goals and objectives may be subject to removal at the direction of the Communications Department.

2. County social media accounts must make clear that they are maintained by Linn County. Linn County approved logo or branding must be used on all County social media accounts to confirm authenticity of the site. Each County social media account must identify the County name, state, and department. The social media account must also state that it is the "official" account for the department or County.

3. Only designated staff members (authorized agents) shall have access to post content to County social media accounts. Department directors or their designee are responsible for designating which employees are authorized to post on their department's behalf and for maintaining a current list of authorized agents for their

department and for providing a current list of authorized agents to the Communications Director. See Appendix C.

4. Departments that maintain their own social media accounts are responsible for creating and maintaining timely and accurate information or content thereby helping to advance the County's vision, mission, and goals and inform and educate the public about County programs, services, activities, and events.

5. Replies to posts and monitoring accounts will be done during normal working hours; exceptions may include emergency situations, weather-related events, or special events occurring outside normal business hours. Every effort should be made to reply to comments or questions within 24 hours (during the standard work week) when a response is warranted.

6. When responding to comments on social media, the name of the page should be used to respond to comments. When appropriate, direct the comment to the County's website or provide a department phone number and/or staff member number and email to contact for more information.

7. Social media accounts should state that the opinions expressed by visitors to the page(s) do not necessarily reflect the opinions of the County or the department, that comments will be monitored, and that content posted or submitted for posting is subject to public disclosure.

8. Authorized agents will limit the number of posts, photo albums, and status updates each day. See Guidelines established by the Communications Department for guidance. In the event of a severe weather event, crisis, or emergency, County social media accounts may post as many updates as warranted.

C. Content Standards

1. The primary purpose of Linn County social media sites is to share County-specific information, (such as County news, services, or County produced or sponsored special events or programs).

2. Non-County information, news, or events must meet at least one of the following criteria for publication on a County social media platform:

   a. Linn County is a partner in the program or event (partner means active participation; sponsorship alone does not qualify as active participation).

   b. A government agency published the information to inform residents of services and programs provided by other governmental agencies or utilities to Linn County residents and communities.

3. The County shall not violate any trademark or copyright laws by ensuring it has full permission or rights to any content before it is posted by the County, including photographs, videos, and music. Contact the Communications Department with questions.

4. Content written will be a reflection of the County voice and not an individual employee. Do not use "I" language. Use of "We" and "Our" language is encouraged to meet Linn County's goal of a personalized and conversational tone on social media.

5. Postings must contain information that is freely available to the public and not be confidential as defined by any County policy or state or federal law.

6. Postings may NOT contain any personal information, except for the names of employees whose job duties include being available for contact by the public, without consent of the individual.

7. Linn County has no control over content, commercial advertisements, or other postings produced by the social media site that appear on the Linn County social media account as part of the site's environment.

D. Professional Use of Social Media

1. Employees representing Linn County on the County's social media accounts must conduct themselves professionally and in accordance with this policy at all times as representatives of the County. Employees who fail to conduct themselves in an appropriate manner shall be subject to discipline according to County policy up to and including termination of employment.

2. Employees are responsible for any content they publish on any social media site.

3. County social media accounts may not be used by any County employee or representative for the purpose of expressing personal views.

4. Hourly employees should not work on social media after hours without prior approval. This is considered overtime, and failure to obtain prior authorization may be cause for corrective action.

5. If an employee makes a factual mistake on a County's social media account, they should correct it as soon as possible. Corrections should be upfront and timely. Do not try to "hide" corrections, as someone may have seen the incorrect information and may be acting upon it.

6. Authorized agents for Linn County's social media accounts and their department director or designee must sign the Social Media Policy Acknowledgement and Authorization Form (Appendix C). Department directors/designees are responsible for providing the Communications Director with the signed Acknowledgement and Authorization Form.

E. Personal Use of Social Media

1. The County recognizes that many individual employees use social media outlets for their own personal use. This policy does not extend to individual employees accounts, except that employees may be subject to disciplinary action for internet postings that

could impair the public's confidence in the operation of County government or the performance of the individual employee.

2. Personal accounts may not be designed in such a way as to cause users to believe the account is County-administered or endorsed by the County, including unauthorized use of County logos.

3. Employees should consider whether statements they publish may be construed as expressing official Linn County positions and whether or not such statements are accurate representations. If an employee possesses leadership responsibilities or chooses to identify themselves as a Linn County employee when conducting personal social media activities, employees should ensure that personal communications represent personal opinion and not the opinion of Linn County. To ensure an employee's personal communications are not wrongfully attributed to Linn County, employees may post a disclaimer such as:

    a. Twitter bio: Tweets are my own.

    b. Facebook or blog bio: Postings on this site are my own opinion and do not reflect or represent the opinions of Linn County, for which I work.

4. Whether or not you specify on your personal social media accounts that you work for Linn County, your employment with the County is public record. Whenever you discuss issues online, whether in a personal or professional capacity, it is possible your comments can be tied back to your employment with Linn County.

5. Employees and appointed and elected officials have a First Amendment Constitutional right to comment on matters of public concern. However, comments may not violate the County's harassment or discrimination policies.

6. While personal pages are your property, information posted online is never truly confidential. There is no expectation of privacy to items posted on the internet to any site and for any reason. Employees will be responsible for their own comments.

7. Connections with County-administered accounts are permitted. Employees and appointed and elected officials can like and share events and postings to promote the County.

8. Posting confidential or legally protected information learned through employment with Linn County on personal social media pages is grounds for immediate termination and may subject the poster to state and federal law liability.

9. Posting of HIPAA protected information is not permitted.

10. Employees may not use social media to engage in libelous, defamatory, obscene, or maliciously false behavior directed at the County, County departments, elected officials, appointed officials, other employees, or members of the public. Postings of this nature could be subject to discipline.

11. Employees should not speak on behalf of the County using their personal social media accounts.

12. This policy does not govern personal use of social media during work hours as this behavior is addressed in the County's Electronic Media Policy and Personal Use of Computers Policy.

13. Employees are discouraged from posting to personal accounts while using the Linn County network or Linn County-owned equipment.

14. When violations of these guidelines occur, the County reserves the right to exercise judgment in determining the appropriate level of discipline by reviewing each incident on a case-by-case basis. Failure to follow this Social Media Policy may result in disciplinary action up to and including termination.

15. Nothing in this policy shall be interpreted or applied as limiting an employee's right to engage in speech protected by the United States and Iowa Constitutions or as limiting the right to engage in protected concerted activity, including employee discussion regarding the terms and conditions of employment, the employee right to make a complaint of discrimination or other workplace misconduct, or to express an opinion on a matter of public concern.

16. Social media is not a forum to articulate work environment complaints. All applicable work-related complaints must originate with the department manager or the Linn County Human Resources Department.

F. Comment Policy

1. As a government entity, Linn County must abide by all state and federal laws and uphold the public's First Amendment right to free speech. Each social media platform may have its own community standards and rules for commenting. Under the First Amendment, Linn County expressly reserves the right to remove or block submissions that contain:

   a. Obscenities (obscenity is not the same as profanity);

   b. Defamation

   c. Content that promotes, fosters, or encourages Linn County to discriminate on the basis of sex, color, race, religion, national origin, age, physical or mental disability, sexual orientation, gender identity, veteran or any other legally protected group status;

   d. Threats to any person or organization, including encouragement of violence;

   e. Conduct or encouragement of illegal activity;

   f. Content that violates a legal ownership interest, such as a copyright or trademark, of any party;

g. Spam

h. Malware links

2. The County reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law after consultation with the Communications Department and Civil Division of the Linn County Attorney's Office. Any County department that removes content based on this policy or laws will complete the Content Removal Tracking Form found in Appendix B that captures the time, date, and identity of the poster, when available. The department removing the content is responsible for retaining the removed content in accordance with the County's policy on the retention of such information. Departments must also submit a completed copy of the Content Removal Tracking Form to the Communications Director.

3. When a person's comment is removed, the County should post a reason for removing the comment (i.e. "A comment to this post was removed because it promoted discrimination of a legally protected class. This is in violation of the County's comment policy.").

4. Although Linn County encourages posts and comments on social media sites managed by the County, the sites are limited public forums and are moderated by County staff. The County reserves the right to deactivate the comment feature on County-affiliated social media sites, where applicable, at any time without prior notice.

5. A comment posted by a member of the public on any Linn County social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by Linn County, nor do such comments necessarily reflect the opinions or policies of Linn County.

6. All comments posted to any Linn County social media site are bound by the site's Terms of Service/Policies and Linn County reserves the right to report any violation of a site's Terms of Service/Policies with the intent of the platform taking appropriate and reasonable responsive action.

7. All users must adhere to applicable federal, state and local laws, regulations and policies.

8. See Appendix A for guidance on when and how County authorized agents should respond to comments.

G. Elected Officials and Officials Appointed to County Boards, Commissions, and Committees:

1. For the purpose of this policy, the term "elected and appointed official" refers to any person currently elected or appointed to the Linn County Board of Supervisors; or the Offices of the County Attorney, Auditor, Recorder, Sheriff, or Treasurer and their deputies; or a County advisory board or commission.

2. Officials interacting with any of the County's social media sites must comply with applicable federal, state, and local laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, the Open Records law, First Amendment, and privacy laws.

3. Elected and appointed officials are representatives of the County and should conduct all communications on social media in a professional manner.

4. Elected and appointed officials must exercise caution in using personal or professional social media profiles or pages to discuss, deliberate, or express opinions on any issue within the subject matter jurisdiction of the County (or any commission, board, or committee of the County), as such responses may create a "meeting" in violation of the Open Meetings law.

5. Adding to a post or comment that would create a quorum of the group you represent should be strictly avoided. (If the comment or posting requires official review it should be handled before the group during a public meeting.)

6. Elected officials should not use social media as a mechanism for conducting official County business other than to communicate informally with the public.

7. Elected officials should be sure that efforts to be transparent do not result in sharing non-public information related to employees, personnel data, medical information, claims or lawsuits, or other non-public or confidential information.

8. To help prevent errors and liability issues, officials are encouraged to ask the appropriate staff person or department to post official County documents (i.e., an ordinance recently passed by the Board of Supervisors), rather than summarizing such documents themselves. If an elected official makes a mistake, it should be corrected as soon as the official is made aware of the error. Corrections should be upfront and as timely as possible. If you modify an earlier post, make it clear the posting has been corrected. Consider designating corrections with "Fixed link" or "Fact correction" prior to the correction.

9. Elected and appointed officials who choose to have a social media page or profile that identifies their office, should include the verbiage "Content on this site does not represent any official position of Linn County, only that of (NAME) in (THEIR) personal capacity."

10. County staff will not set-up or administer a County-run social media account for an elected official.

H. External Links, "Following" of Other Accounts and Sharing Posts

1. It is the County's policy to limit external links and the entities either "liked" or "followed" to:

    a. Other government agencies;

b. Elected officials;

c. Local and national media sites;

d. Links to corporate or company sites that provide web-based automated solutions specifically designed for use by the County and/or the public through the County website;

e. Nonprofit and nonpartisan organizations related to the County mission or functions;

f. Organizations in a direct contractual relationship with the County, that receive funding in the form of either monetary or in-kind contribution from the County;

g. Links that support the County or an individual department's mission to meet the cultural, educational, health, safety, welfare, or informational needs of followers;

2. County social media accounts shall only share pages/links/posts or tag other social media profiles when:

    a. The content is from another government agency; or

    b. The page/link/post is from an organization that the County is collaborating with or funds and the content is related to that specific collaboration; or

    c. The page/link/post contains reference to Linn County; or

    d. The page link post is from a media source and the topic supports Linn County's mission or function.

I. Accessibility

1. It is the County's goal to provide maximum access for all users of the County's social media sites. Departments using social media will use reasonable efforts to ensure that persons with disabilities may have access to Linn County's social media presence.

J. Accuracy and Timeliness

1. Linn County will make every effort to ensure the accuracy of information provided on the County's social media pages. However, several factors that are beyond the County's control (including unauthorized modification of electronic data, transmission errors, browser incompatibilities, cached information, or other aspects of electronic communication in an evolving and time sensitive environment) can affect the quality of the information displayed on the site.

2. The County's timeliness about posts and responses to comments may also vary based on staff availability.

K. Disclaimer

1. County social media accounts will include a link to Linn County's Social Media Sites Terms of Use.

2. When space is permitted, a disclaimer that includes some or all of the following language will also be posted on the social media account:

    a. Linn County social media pages are informational in nature and are not designed to handle official requests or notices from the public. All requests and notices to Linn County must be made through the applicable County department.

    b. Do NOT report emergencies on any County social media sites. County social media sites are not monitored 24 hours a day, seven days a week. In case of an emergency, dial 911.

    c. By using this site, you agree to abide by Linn County's comment policy and Terms of Use. Please note that comments will be monitored by County staff during the County's normal business hours to ensure that posted comments are suitable for all readers while respecting a range of opinions and points of view. We will reply to comments in a timely manner when a response is appropriate. We reserve the right to hide or delete comments that violate the Terms of Use. Any content posted or submitted for posting is subject to public disclosure.

    d. The opinions expressed by visitors to the page(s) do not necessarily reflect the opinions of the County or any individual department. Linn County does not endorse any product, service, company, or organization advertising on social media. The ads that appear on social media platforms are sold, posted, and maintained by the individual corporations.

L. Social Media Sites Terms of Use

1. A link to the County's social media sites Terms of Use must be posted on all County social media sites.

Appendix A

Responding to Comments

In cases where comments are automatically posted, the authorized agent (staff member) responsible for the page must monitor the site and respond in a timely manner when appropriate.

Guidance on When/How to Respond to Comments:

If the person has a question – Respond in a timely manner with information or point them back to the County's website or appropriate resource. Chances are, if one resident has a question, others may be interested in the answer as well. You may ask them to contact you offline when appropriate (when it is a private issue, when the issue is one in which there is little or no interest by others, etc.).

If the person has a complaint – If inaccurate, politely correct inaccuracies. When a general complaint and when deemed appropriate, thank them for sharing feedback and direction that may be needed. If it is regarding a personal matter, reply that you would like to address the issue offline and provide contact information.

If things get negative – Acknowledge the commenter's complaint and invite them to contact a specific person at Linn County for an offline discussion. Example: "We're sorry you're having this problem, and we want to help. Please reach out to (insert specific staff person's name) at firstname.lastname@linncountyiowa.gov or 319-XXX-XXXX." This shows your followers that you are responding. Providing contact information for a specific person says Linn County sincerely wants to discuss and/or resolve the issue. It is not appropriate to engage in arguments with members of the public who may be critical of your department or the County. It may be appropriate to direct the commenter to a customer satisfaction survey if the department uses such surveys.

If the person leaves a general comment, like "This is a great project" or "We look forward to completion of the project," a response or "Like" is recommended. Positive comments are then pushed to the top for other users to see.

If the person is looking to begin a debate, take the conversation offline. Do not debate them on the site. It is ok to correct inaccuracies and to provide evidence to support information, but avoid debates.

Staff may use their discretion when responding to a post that may be considered passive aggressive, antagonistic, posts previously answered or posts that have multiple comments that need addressed. Staff may choose to respond, or no response may be required, depending on the nature of the post.

When in doubt on how to respond to a comment, please contact the Communications Department for guidance.

Appendix B

CONTENT REMOVAL TRACKING FORM:
ARCHIVE REMOVAL OF INFORMATION FROM SOCIAL MEDIA SITES

Today's Date: ____

Date comment was posted: ______________________________________

Date comment was removed: _____________________________________

Employee who removed the comment: _______________________________

Social media account removed from: ________________________________

Reason for removing the comment: ________________________________
____
____
____
____

Which comment policy does the comment violate: _______________________
____
____
____

Attach screen shot of conversation or post or insert image below:

Appendix C

Social Media Policy Acknowledgement and Authorization Form

Linn County departments that have social media accounts may authorize staff to post and manage content on the Department's social media account(s). These staff members are known as Authorized Agents in Linn County's Social Media Policy. The selection and number of Authorized Agents is determined by the Department Director or designee.

Authorization

I hereby give approval for Employee ______________________________ (print employee name here) to serve as an Authorized Agent for the following Linn County social media account(s):
____.

I have read Linn County's Social Media Policy and Terms of Use and have provided Employee a copy of the Social Media Policy and Terms of Use.

By signing this document, I am stating that I have read and understand Linn County's Social Media Policy and Terms of Use and agree to abide by them.

The Department Head or Designee must return this signed form to the Communications Director.

____

Department Name

____

Department Head or Designee Date

____

Employee / Authorized Agent Date

RESOLUTION

RESOLUTION ESTABLISHING COMPENSATION FOR PRECINCT ELECTION OFFICIALS AND TEMPORARY ELECTION PERSONNEL

WHEREAS, Iowa Code Section 49.20 establishes the minimum rate of compensation for precinct election officials who serve on election boards.

WHEREAS, the Linn County Auditor requests that the rate of compensation be increased and set at the rates established below **retroactive to the dates indicated.**

Effective July 1, 2018

- Check-In Precinct Election Officials $200
- Solutions Precinct Election Officials $225
- Chairperson $250

Effective July 1, 2019

- Precinct Election Officials $225
- Chairperson $250

Effective October 1, 2019

- Precinct Election Officials who complete self-paced online instruction shall be paid a flat rate of up to fifty dollars ($50.00).

Effective July 1, 2014 and Superseding Resolution No. 2020-10-114

- Precinct Election Officials will be reimbursed the actual mileage at the federal rate.

WHEREAS, precinct election officials who attend a school of instruction, setup polling places, and perform other duties as assigned by the Auditor may be paid at the rate of up to fifteen dollars ($15.00) per hour.

NOW, THEREFORE BE IT RESOLVED that the rate of compensation for precinct election officials and temporary election personnel who serve Linn County shall be paid the rates indicated above retroactive to the dates specified.

PASSED and APPROVED this 27th day of July, 2022.

LINN COUNTY BOARD OF SUPERVISORS

____
Chairperson

____
Vice Chairperson

____
Supervisor

AYE:
NAY:
ABSTAIN:
ABSENT:

ATTEST:

____
Joel D. Miller, Linn County Auditor

RESOLUTION NO. 2022 – 7 –

A RESOLUTION AWARDING CONTRACT FOR
THE PRIORITY #4 LINN COUNTY FACILITIES DERECHO REPAIRS PROJECT

WHEREAS, pursuant to notice duly posted as prescribed by resolution of the Linn County, Iowa Board of Supervisors (the "Board"), and as required by state law, the Board received bid proposals for the "Priority #4 Linn County Facilities Derecho Repairs Project" (the "Project"); and,

WHEREAS, each bid submitted for the Project received careful consideration, and it is necessary and advisable to award the contract for the Project.

BE IT THEREFORE RESOLVED by the Board as follows:

1. The bid for the Project submitted by the contractor, and in the amount set out below, is lowest responsible bid received for the Project, and is fully responsive to the plans and specifications for the Project.

Contractor	Bid Amount
Tricon General Construction, Inc. 746 58th Avenue Court SW Cedar Rapids, IA 52404	$176,000.00

2. The Board hereby awards the contract for the Project to such contractor, and for the total estimated cost set out above, with final settlement to be made on the basis of the unit prices set out in said contract, and on the actual final quantity of each class of material(s) furnished, and said contract is subject to the Notice to Bidders, the plans and specifications for the Project, and the terms of the bidder's written proposal.

3. The Board hereby fixes the amount of the contractor's performance and/or payment bonds at 100 percent of the amount of the contract.

PASSED AND APPROVED this 27th day of July, 2022.

LINN COUNTY BOARD OF SUPERVISORS

____
Ben Rogers, Chair

____
Louis J. Zumbach, Vice Chair

____
Stacey Walker, Supervisor

ATTEST:

____
Joel Miller, Linn County Auditor

Aye: _____ Nay: _____ Abstain: _____