Call to Order

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

Minutes
Discuss and decide on meeting minutes.

Discuss a Memorandum of Understanding between the Mental Health/Disability Services of the East Central Region and Linn County Juvenile Detention and Diversion Services

Discuss a Vacancy Form requesting a Communications Specialist for Public Health

Discuss a Vacancy Form requesting a Health Equity Program Manager for Public Health

Discuss a Vacancy Form requesting a Senior Environmental Chemist for Public Health

Discuss a Vacancy Form requesting a temporary part-time 30 hours per week custodian to cover an extended medical leave for the Facilities Department

Discuss an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the Housing Fund for Linn County for the Linn County Providing Assistance to Community Homeowners (PATCH) Program.

Discuss Sustainability and Resiliency Committee member appointments

Discuss and decide on setting meeting date, time and process for final consideration on Coggon Solar, LLC application

Discuss and decide on Linn County Board of Supervisors 2022 Committee Appointments and Liaisons Assignments

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.

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

Claims
Discuss and decide on claims.

Correspondence

Appointments
Call to Order

Third Consideration on an ordinance rezoning the following parcels located on portions of Robinson Rd, Coggon Rd, Sutton Rd, Castle Ln, Pering Ridge Rd, Linn Delaware Rd, and Quality Ridge Rd from Agricultural (AG) to Agricultural with a Renewable Energy overlay (RE-AG). Parcels include: 020525100100000, 020627600100000, 026015100100000, 020632600100000, 020630100100000, 020642600100000, 020635100100000, 020637600100000, 020646100100000, 020647600200000, 020535100300000, 020720100100000, 020712600100000, 020712600200000, 020715100100000, 020717600100000, 020612600200000

Public Comment: Five Minute Limit per Speaker

Adjournment

For the 6:00 p.m. meeting only:
Members of the public can attend in person or virtually. Virtual attendance will require attendees to register. Register to Attend Virtually: https://attendee.gotowebinar.com/register/207825709395410443
After registering, you will receive a confirmation email containing information about joining the webinar.

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.
This Memorandum of Understanding (hereinafter “MOU”) is entered into between Linn County Juvenile Detention & Diversion Services and Mental Health/Disability Services of the East Central Region (ECR).

I. **Funding of Mental Health and Disability Services.** This MOU establishes an agreement between and ECR for the funding of expenditures for mental health and disability services within the guidelines provided.

In consideration, the following responsibilities are assumed by the participating agencies:

**Agency Responsibilities.** Linn County Juvenile Detention & Diversion Services, hereinafter referred to as Contractor, agrees to:

a. Complete projects and spend all requested funds by June 30, 2022. Funds must be spent on items and activities listed in the contractor’s grant application and approved by ECR.

b. Upon receipt of this agreement, submit an invoice along with a copy of the signed MOU for 90% of the approved amount to claims@ecriowa.us OR by mail to MHDS of the ECR, 210 5th Avenue NE, Independence, Iowa 50644.

c. Submit a final invoice for the remaining 10% and receipts for all funds spent to claims@ecriowa.us no later than July 11th, 2022. **All funds not requested by this date will be forfeited by the requesting entity.**

d. If 100% of the approved funds will not be expended, the contractor will be required to return all unspent amounts to ECR by 07/11/22, by mail to: MHDS of the ECR, 855 S. Dubuque St., Ste. 202B, Iowa City, IA 52240. Receipts for all expenditure will still be required and should be submitted to claims@ecriowa.us.

e. Keep detailed records and receipts for five years that show how funds were expended.

f. Reimburse the funds to ECR if the Contractor uses the funds for a purpose that an audit identifies was not allowable.

g. Provide information to ECR upon request of the progress and outcomes of the approved project.

h. Submit a W9 form if a contract with ECR has not already been established, maintain insurance, and be an independent Contractor according to the terms of the MOU.

**ECR Responsibilities.** ECR agrees to:

a. Pay requested funds when invoiced with receipts and a copy of the MOU after the application and MOU are approved and funds are expended.


II. **Termination.** This MOU will end June 30, 2022 unless terminated earlier in writing by any party for its convenience upon sixty (60) days prior written notice to the other party. The agreement is subject to revision due to legislation, updated federal or state guidance, change in operating practices and policies of the involved parties, or other factors, as agreed to by the involved parties. It may be amended by mutual written agreement of the parties.

III. **Indemnification.** Each party agrees to hold harmless all other parties (including its officers, agents, and employees) from and against any and all claims, demands, liabilities and costs
incurred by the indemnified party, including reasonable attorney’s fees, directly or indirectly arising out of or in connection with the indemnifying party’s performance, or any service, or any other act or omission by or under the direction of the indemnifying party, or its officers, agents or employees.

IV. **Approved Project Budget.**

<table>
<thead>
<tr>
<th>Activity/Items</th>
<th>Amount Requested from ECR</th>
<th>Amount of other Funding (if applicable)</th>
<th>Total</th>
<th>Regional Funding %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ukeru Training – 2 Staff</td>
<td>$1,650</td>
<td>$1,650</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Airfare – 2 Staff</td>
<td>$1,000</td>
<td>$1,000</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Salary – 2 Staff</td>
<td>$0</td>
<td>$3,000</td>
<td>$3,000</td>
<td>0%</td>
</tr>
<tr>
<td>Lodging/Food – 3 Night/4 Days</td>
<td>$1,400</td>
<td>$1,400</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Equipment – Pads &amp; Shields</td>
<td>$2,500</td>
<td>$2,500</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>$800</td>
<td>$800</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Ceiling Painting</td>
<td>$2,650</td>
<td>$2,650</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td><strong>Total ECR Funding Awarded:</strong></td>
<td><strong>$10,000</strong></td>
<td><strong>$10,000</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OTHER TERMS:** Any technology device purchased under this grant will be the property of the grantee and may be checked out for individual use. For accountability purposes, grantee shall send a copy of receipt to the East Central Region upon payment of goods. The device(s) will be property of and retained by the grantee. All devices are considered fixed assets and may not be sold for cash value or used for purposes other than stated in the grantee’s application. Retention and depreciation of the fixed asset will be in accordance with the agency’s fixed asset policy and procedures or in the absence of a policy, the OMB guidance 200.439.

This agreement has been executed by the parties hereto, through their duly authorized officials, and the effective date of this agreement is the 6th day of January 2022.

**ECR Chief Executive Officer:**

Mae Hingtgen

**Provider:**

Print Name: Mae Hingtgen

Print Title: ECR Chief Executive Officer

Date: January 6, 2022

Submit invoices with a copy of all receipts and a copy of this MOU to claims@ecriowa.us OR by mail to 210 5th Avenue NE, Independence, Iowa 50644 no later than 7/11/22, 2022.
VACANCY FORM

SELECT ONE:
☐ NEW POSITION

SELECT ONE:
☐ NEW JOB CLASSIFICATION

JOB TITLE: Communications Specialist

DEPARTMENT: Public Health

VACANCY DATE: ASAP

☐ REPLACEMENT
REPLACES: ____________________________

☐ EXISTING JOB CLASSIFICATION

SHIFT/HOURS: 8:00 AM - 4:30 PM

NUMBER OF POSITIONS: 1

NEW POSITION FUNDING SOURCE(S):
Department reorganization. Eliminated three upper management positions.

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs):

POSITION TYPE:
☐ FULL-TIME ☐ PART-TIME ___# of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☒ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: ____________________________ 1/09/2023
DEPARTMENT HEAD (original signature required) DATE

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

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ____________ STARTING SALARY: $33,248 ($25,60)

HR DIRECTOR COMMENTS: Existing position

FINANCE/BUDGET DIRECTOR COMMENTS: ____________________________

APPROVED BY: ____________________________ 1/12/22
HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: ____________________________ 1/13/22
FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: ____________________________
CHAIRPERSON/BOARD OF SUPERVISORS DATE
VACANCY FORM

SELECT ONE:
☐ NEW POSITION
☐ REPLACEMENT
REPLACES:

SELECT ONE:
☐ NEW JOB CLASSIFICATION
☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Health Equity Program Manager
SHIFT/HOURS: 8:00 AM - 4:30 PM

DEPARTMENT: Public Health
NUMBER OF POSITIONS: 1

VACANCY DATE: ASAP

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

POST TO INSIDE: ☑ YES ☐ NO
NEW POSITION FUNDING SOURCE(S):
Reorganization of department. Eliminating three upper
management staff positions.

ADVERTISE: ☑ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs):

POSITION TYPE:
☐ FULL-TIME ☑ PART-TIME # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: Pramod Dwivedi
DEPARTMENT HEAD (original signature required)

DATE

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

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:
PAY GRADE: 40B STARTING SALARY: $16,374 (31.92)
HR DIRECTOR COMMENTS: May negotiate with union. Approved @ Grade 40
FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: [Signature] DATE 1-12-22
HUMAN RESOURCES DIRECTOR

APPROVED BY: [Signature] DATE 1-13-22
FINANCE/BUDGET DIRECTOR

APPROVED BY: [Signature] DATE
CHAIRPERSON/BOARD OF SUPERVISORS
VACANCY FORM

SELECT ONE:
- NEW POSITION
- REPLACEMENT

SELECT ONE:
- NEW JOB CLASSIFICATION
- EXISTING JOB CLASSIFICATION

JOB TITLE: Senior Environmental Chemist

DEPARTMENT: Public Health

VACANCY DATE: ASAP

SHIFT/HOURS: 8:00 AM - 4:30 PM

NUMBER OF POSITIONS: 1

NEW POSITION FUNDING SOURCE(S):
- Tax Dollars already in FY22 Budget

POST TO INSIDE: YES

ADVERTISE: YES

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs):

POSITION TYPE:
- FULL-TIME
- PART-TIME
- TEMPORARY/SEASONAL
- ON-CALL/SUBSTITUTE
- GRANT-FUNDED

BARGAINING UNIT:
- Clerical
- Maintenance
- Para Professional
- Professional
- Attorneys
- Conservation
- Sergeants
- PPME
- NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: Pramod Dwivedi

DEPARTMENT HEAD (original signature required)

DATE

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

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: HOB

STARTING SALARY: $66,393 ($31,92)

HR DIRECTOR COMMENTS: wage negotiated with union and approved

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: [Signature]

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: [Signature]

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: [Signature]

CHAIRPERSON/BOARD OF SUPERVISORS

DATE
VACANCY FORM

SELECT ONE:
☐ NEW POSITION

SELECT ONE:
☐ NEW JOB CLASSIFICATION

JOB TITLE: PT30 CUSTODIAN

DEPARTMENT: FACILITIES

VACANCY DATE: 1/14/22

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

POST TO INSIDE: ☐ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): Kim Humbles is going on medical leave and I need someone to fill her position.

POSITION TYPE:
☐ FULL-TIME ☐ PART-TIME 30 # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional ☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature] 1/7/22

DEPARTMENT HEAD (original signature required) DATE

BY SIGNING ABOVE, I ACKNOWLEDGE MY UNDERSTANDING OF THE FOLLOWING ABOUT EXTERNAL JOB POSTINGS: FAILURE TO MAKE A GOOD FAITH EFFORT TO BEGIN THE INTERVIEW PROCESS WITHIN ONE MONTH OF RECEIVING CANDIDATES' APPLICATIONS WILL RESULT IN HR CHARGING THE COST OF ADVERTISING BACK TO THE DEPARTMENT.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _______________________________ STARTING SALARY: _______________________________

HR DIRECTOR COMMENTS: Temporary coverage for medical leave

FINANCE/BUDGET DIRECTOR COMMENTS: _______________________________

APPROVED BY: [Signature] 1/10/22

HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: [Signature] 1/11/22

FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _______________________________

CHAIRPERSON/BOARD OF SUPERVISORS DATE
ARPA 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: ARPA2021-001

<table>
<thead>
<tr>
<th>Pass-Through Entity (PTE):</th>
<th>Subrecipient:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linn County, Iowa</td>
<td>Housing Fund for Linn County</td>
</tr>
<tr>
<td>935 2nd Street SW</td>
<td>700 16th Street NE, Suite 301</td>
</tr>
<tr>
<td>Cedar Rapids, IA</td>
<td>Cedar Rapids, IA 52402-4665</td>
</tr>
<tr>
<td>DUNS #: 825903367</td>
<td></td>
</tr>
</tbody>
</table>

Subaward Budget Period  Start date: 11/17/2021  End date: 9/30/2023

Period of Performance  Start date: 11/17/2021  End date: 9/30/2023

Amount of federal funds obligated by this action: $1,000,000.00

Total amount of the federal funds obligated to the subrecipient: $1,000,000.00

Total amount of the federal funds committed to the subrecipient: $1,000,000.00

Project Title: Linn County PATCH Program

Is Project for Research & Development?  ☒ 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 [Housing Fund for Linn County](mailto:info@hflc.org) (“Subrecipient”) for reimbursement of assistance to homeowners in Linn County who were impacted by the August 10, 2020 Derecho damages to their homes and have since been unable to complete the needed repairs to the dwelling due to labor shortages, material shortages, or loss of income due to the COVID-19 pandemic.

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) December 31, 2024.

3. Grant Funding.

The Subrecipient shall use the Subaward solely for assistance to homeowners in Linn County who were impacted by Derecho damages to their homes and have since been unable to complete the needed repairs to the dwelling due to labor shortages, material shortages, or loss of income due to the COVID-19 pandemic.

The County agrees to provide up to $1,000,000.00 to the Subrecipient from the County’s share of its ARPA allotment, to be used for construction management, administration and repair/replacement to damaged homes. The County shall pay the Grant Funds to the Subrecipient per agreement of 4 installments of $250,000. Initial installment to be disbursed upon acceptance of this agreement. Additional installments to be disbursed upon verification of 75% use of previous installment funds. All funds to be exhausted by December 31, 2024.

4. Reporting and Invoicing.

The Subrecipient shall submit monthly reports and quarterly reports to account for performance and expenditure of funds to the County. Requests for the required information for these reports will be emailed to the Subrecipient and will be required to be completed on a monthly basis thereafter. Due dates for the quarterly reports are available in 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 EXHIBIT A & A1 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 U.S. 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 close-out 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 close-out 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 required 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.

The Subrecipient agrees to incorporate provisions of this Agreement into subsequent contracts and agreements to as outlined in EXHIBIT B.

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

17. **Defense and Indemnification.**

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

18. **Severability.**

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

19. **Status of Subrecipient.**

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

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

20. **Assignment.**

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

21. **Entire Agreement.**

This agreement constitutes the entire agreement between the parties for Linn County PATCH Program and shall be binding upon true successors and assignees of the parties to this agreement.

22. **Compliance with Applicable Laws and Regulations.**

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

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

a. Section 501;

b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions (“Treasury Guidance”), the most recent revision of which is dated November 15, 2021;

c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;

d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

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

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

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

b. An Inspector General;

c. The Government Accountability Office;

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

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

f. A court of grand jury; and/or

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

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

25. **Seat Belt Use.**

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

26. **Reducing Text Messaging While Driving.**

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

27. **Certification Regarding Government-Wide Restrictions on Lobbying.**

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

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

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

28. Eligibility.

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

29. Acknowledgements.

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

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.
IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this __________ day of ____________________, 2022.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

________________________________________
  Board Chair

________________________________________
  Date

SUBRECIPIENT:
HOUSING FUND FOR LINN COUNTY

________________________________________
  Authorized Representative

________________________________________
  Date
EXHIBIT A

Statement of Work

The Providing Assistance to Community Homeowners (PATCH) Program will provide assistance to Linn County homeowners who have been impacted by the August 10, 2020 derecho and consequently been exacerbated by the COVID-19 pandemic through the shortage of labor and supplies. These homeowners may have also been unemployed which caused their repair resources to change to a lower priority. The PATCH program will provide financial assistance and construction management assistance to these homeowners. Projected households to be served is 63. The program will operate and follow the attached budget (EXHIBIT A1) as approved and will report to Linn County on a monthly and quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

<table>
<thead>
<tr>
<th>Year</th>
<th>Quarter</th>
<th>Period Covered</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2022</td>
</tr>
<tr>
<td>2022</td>
<td>1</td>
<td>January 1 - March 31</td>
<td>April 15, 2022</td>
</tr>
<tr>
<td>2022</td>
<td>2</td>
<td>April 1 - June 30</td>
<td>July 15, 2022</td>
</tr>
<tr>
<td>2022</td>
<td>3</td>
<td>July 1 - September 30</td>
<td>October 15, 2022</td>
</tr>
<tr>
<td>2022</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2023</td>
</tr>
<tr>
<td>2023</td>
<td>1</td>
<td>January 1 - March 31</td>
<td>April 15, 2023</td>
</tr>
<tr>
<td>2023</td>
<td>2</td>
<td>April 1 - June 30</td>
<td>July 15, 2023</td>
</tr>
<tr>
<td>2023</td>
<td>3</td>
<td>July 1 - September 30</td>
<td>October 15, 2023</td>
</tr>
<tr>
<td>2023</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2024</td>
</tr>
<tr>
<td>2024</td>
<td>1</td>
<td>January 1 - March 31</td>
<td>April 15, 2024</td>
</tr>
<tr>
<td>2024</td>
<td>2</td>
<td>April 1 - June 30</td>
<td>July 15, 2024</td>
</tr>
<tr>
<td>2024</td>
<td>3</td>
<td>July 1 - September 30</td>
<td>October 15, 2024</td>
</tr>
<tr>
<td>2024</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2025</td>
</tr>
<tr>
<td>2025</td>
<td>1</td>
<td>January 1 - March 31</td>
<td>April 15, 2025</td>
</tr>
<tr>
<td>2025</td>
<td>2</td>
<td>April 1 - June 30</td>
<td>July 15, 2025</td>
</tr>
<tr>
<td>2025</td>
<td>3</td>
<td>July 1 - September 30</td>
<td>October 15, 2025</td>
</tr>
<tr>
<td>2025</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2026</td>
</tr>
<tr>
<td>2026</td>
<td>1</td>
<td>January 1 - March 31</td>
<td>April 15, 2026</td>
</tr>
<tr>
<td>2026</td>
<td>2</td>
<td>April 1 - June 30</td>
<td>July 15, 2026</td>
</tr>
<tr>
<td>2026</td>
<td>3</td>
<td>July 1 - September 30</td>
<td>October 15, 2026</td>
</tr>
<tr>
<td>2026</td>
<td>4</td>
<td>October 1 - December 31</td>
<td>January 15, 2027</td>
</tr>
</tbody>
</table>
## PATCH Program Budget to Estimated Completion

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Description</th>
<th>Average Amount per Unit</th>
<th># of Units</th>
<th>Capital</th>
<th>Administration &amp; Construction Management</th>
<th>Total Projected Cost</th>
<th># of Units</th>
<th>Capital</th>
<th>Administration &amp; Construction Management</th>
<th>Total Projected Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/2021 - 9/2023</td>
<td>Small Projects</td>
<td>Average new per month</td>
<td>$3,000</td>
<td>12</td>
<td>$36,000</td>
<td>$7,920</td>
<td>$43,920</td>
<td>32</td>
<td>$96,000</td>
<td>$21,120</td>
</tr>
<tr>
<td>11/2021 - 9/2023</td>
<td>Manufactured Homes</td>
<td>Average of 1 per month - mobile homes not previously served</td>
<td>$7,500</td>
<td>12</td>
<td>$90,000</td>
<td>$19,800</td>
<td>$109,800</td>
<td>35</td>
<td>$262,500</td>
<td>$77,550</td>
</tr>
<tr>
<td>11/2021 - 9/2023</td>
<td>Manufactured Homes</td>
<td>Average 1-2 per month - mobile homes that have already received some assistance</td>
<td>$7,500</td>
<td>20</td>
<td>$150,000</td>
<td>$33,000</td>
<td>$183,000</td>
<td>47</td>
<td>$352,500</td>
<td>$77,550</td>
</tr>
<tr>
<td>11/2021 - 9/2023</td>
<td>Manufactured Homes</td>
<td>Manufactured homes not previously assisted</td>
<td>$15,000</td>
<td>5</td>
<td>$75,000</td>
<td>$16,500</td>
<td>$91,500</td>
<td>19</td>
<td>$285,000</td>
<td>$62,700</td>
</tr>
<tr>
<td>11/2021 - 9/2023</td>
<td>Manufactured Homes</td>
<td>Infill Manufactured Homes</td>
<td>$60,000</td>
<td>4</td>
<td>$240,000</td>
<td>$22,000</td>
<td>$262,000</td>
<td>10</td>
<td>$600,000</td>
<td>$55,000</td>
</tr>
<tr>
<td>11/2021 - 9/2023</td>
<td>Manufactured Homes subtotal</td>
<td></td>
<td></td>
<td>41</td>
<td></td>
<td></td>
<td></td>
<td>111</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/2021 - 9/2023</td>
<td>Revolving Loan Program</td>
<td>Forgiveable Loan Larger Projects</td>
<td>$28,411</td>
<td>8</td>
<td>$227,288</td>
<td>$82,492</td>
<td>$309,780</td>
<td>25</td>
<td>$750,000</td>
<td>$195,000</td>
</tr>
<tr>
<td>11/2021 - 9/2023</td>
<td>TOTAL NUMBER &amp; COSTS</td>
<td></td>
<td>63</td>
<td>$818,288</td>
<td>$181,712</td>
<td>$1,000,000</td>
<td>168</td>
<td>$2,346,000</td>
<td>$469,120</td>
<td>$2,815,120</td>
</tr>
</tbody>
</table>

Note: The PATCH collaboration may shift dollars among the types of projects, depending on the identified needs as we work with homeowners.  
*City of Cedar Rapids $1 million ARPA funds will be applied toward costs
EXHIBIT B

Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees (“Recipient”) of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

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;


   f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;

   g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

   h. New Restrictions on Lobbying, 31 C.F.R. Part 21;

   i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Publications.

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

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

3. Protections for Whistleblowers.

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

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

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

b. An Inspector General;
c. The Government Accountability Office;

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

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

f. A court of grand jury; and/or

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

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

4. Seat Belt Use.

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

5. Reducing Text Messaging While Driving.

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


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 loan, 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.