

BOARD OF SUPERVISORS

District 1 | Kirsten Running-Marquardt

District 2 | Ben Rogers

District 3 | Louis J. Zumbach

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000

LinnCountyIowa.gov



**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, January 23, 2023

10 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

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 Iowa Department of Natural Resources Construction Evaluation Resolution relating to the construction of a confinement feeding operation structure.

Discuss a Host Site Memorandum of Understanding between Green Iowa Americorps and Linn County Sustainability for 2022-2023 program year

Discuss and authorize Chair to sign an amendment to the contract between Linn County and Benevate, Inc. for extension of Neighborly Software services for the Linn County Emergency Rental Assistance Program.

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) retroactive to January 18, 2023.

Discuss and decide on Employment Change Roster (payroll authorizations)

Claims

Discuss and decide on claims.

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence

Appointments

Closed Session

The Board will enter into a closed session pursuant to Iowa Code Section 21.5(1)j to discuss the purchase or sale of real estate

1:30
Formal Board Room

Review and discussion of proposed Fiscal Year 2024 budget

Other budget discussions if necessary.

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 # _____

CONSTRUCTION EVALUATION RESOLUTION

WHEREAS, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt a “construction evaluation resolution” relating to the construction of a confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR’s decision regarding a specific application; and

WHEREAS, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2023, and January 31, 2024 and submit an adopted recommendation regarding that application to the DNR; and

WHEREAS, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board’s recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LINN COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3).

Chair, Board of Supervisors

Date: _____

ATTEST:

County Auditor

Date: _____

2022-2023 Green Iowa AmeriCorps AmeriCorps Host Site Memorandum of Agreement



THIS AMERICORPS HOST SITE AGREEMENT is executed by and between the UNIVERSITY OF NORTHERN IOWA/GREEN IOWA AMERICORPS, 1227 W 27TH Street, Cedar Falls, IA 50614 and LINN COUNTY, 935 2nd St SW, Cedar Rapids, IA 52404

1. FUNDING SOURCE, POSITIONS, DURATION OF AGREEMENT

1.1 FUNDING SOURCE. The funding source for the AmeriCorps member positions that are provided to Host Site is a grant from the *Corporation for National and Community Service (CNCS or Corporation), [Code of Federal Domestic Assistance (CFDA) 94.006] for the Green Iowa AmeriCorps program. Host Site shall comply with the requirements, conditions, and rules of the Corporation, Green Iowa AmeriCorps and any other public or private entity having authority over the funds or the grant.

1.2 DURATION OF AGREEMENT. The agreement shall be in effect for the time period of 09/01/2022 to 08/20/2023 with the ability to enact a no-cost extension of 30-60 days to allow members to complete their term of service as needed.

1.3 AMERICORPS MEMBERS. Green Iowa AmeriCorps was awarded 50 full time ([11 month], 1700 hour) AmeriCorps position(s), 16 three quarter time ([11 month], 1200 hour), and 48 minimum time ([3 month], 300 hour) position(s). The program design will allocate 5 FT members or its equivalent to each Energy & Community host, 2 Three Quarter Time members or its equivalent to each Sustainable Schools host, and 2 FT members or the equivalent to each Land & Water Stewards and Resilient Iowa Communities host for the 2021-2022 grant year. The program will place 2 MT members at each Sustainable Schools and Land & Water Stewards host with MT positions placed based on need and availability at each Energy & Community host.

1.4 ELECTRONIC SIGNATURES. Electronic signatures may be acceptable with Program approval if the following conditions are met: 1) A written policy is in effect establishing the use of electronic signature system as your system of record; and 2) A secure, verifiable electronic signature system (a) identifies and authenticates a particular person as the source of the electronic signature; and (b) indicates such person's approval of the information contained in the electronic message. 3) Once appropriate electronic signatures have been applied, no changes may be made unless there is a clear, auditable record of the revision. The use of regular e-mail to communicate approval is not a secure, verifiable electronic signature system.

2. CONDITIONS FOR ENROLLMENT OF AMERICORPS MEMBER(S)

2.1 ASSIGNED MEMBER SUPERVISION. Host Site agrees to assign a site supervisor(s) who will complete obligations described herein for the duration of the Agreement. Site supervisor shall commit adequate time, support, and effort to perform the responsibilities outlined in Agreement, including training, member supervision, data collection, and reporting. The responsibilities of the site supervisor remain the same, regardless of whether the supervisor is staff of [AMERICORPS PROGRAM], contractor (See

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Section 10.2) or neither staff nor contractor, but providing supervision without a financial matching obligation.

3. ENROLLMENT AND RETENTION REQUIREMENTS

3.1 RECRUITMENT/ENROLLMENT REQUIREMENT. The host must assist with recruitment for all positions for the program's 100% enrollment goal for all AmeriCorps positions and is responsible for generating 50% of their member slots from locally sourced efforts. If the host is unable to assist with recruitment positions, contact Green Iowa AmeriCorps to discuss as soon as possible. Please note failure to recruit/fill member positions will not impact your host site fees but could impact consideration for future host opportunities.

Hosts should focus on local recruitment efforts that focus on diversity, equity and inclusion for applicant representation and participation of diverse groups of people, including people of different genders, races and ethnicities, abilities and disabilities, religions, cultures, ages, and sexual orientations and people with diverse backgrounds, experiences, skills, and expertise.

3.2 RETENTION REQUIREMENT. The program and host site must retain at least 85% of its AmeriCorps positions.

3.3 CONSEQUENCES OF NON-RECRUITMENT AND NON-ENROLLMENT. Host sites who are unable to meet enrollment or retention requirements may receive a reduction in awarded positions for future program years or lose priority placement for members. Green Iowa AmeriCorps will review future requests for AmeriCorps positions against the host site's prior performance. Host sites who are unable to meet enrollment or retention requirements over two or more program years may not be eligible for future host opportunities.

3.4 HIRING MEMBERS. Host sites are allowed and encouraged to hire AmeriCorps member(s) after the member has completed his or her term requirements. Host sites who hire members as staff before the member can complete his or her term requirements will receive reduced future awarded AmeriCorps positions.

4. HOST SITE OBLIGATIONS

4.1 COMPLIANCE WITH LAWS AND REGULATIONS. Host Site shall comply with the Terms and Conditions of the National and Community Service Act, the Corporation's regulations (45 CFR 12501 et seq.), AmeriCorps State - General Terms and Conditions (https://www.americorps.gov/sites/default/files/document/20201202_2021GeneralTandC508.pdf) and AmeriCorps Specific Terms and Conditions - Specific (TBD) (https://egrants.cns.gov/termsandconditions/2020GeneralTC_508_20191122.pdf) Agreement is also subject to OMB Circulars 2 CFR 220 - Cost Principles for Educational Institutions; 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Governments; or 2 CFR 230 - Cost Principles for Non-Profit Organizations, as applicable.

4.2 AMERICORPS DOCUMENTS. Program is responsible for retention of all official AmeriCorps grant documents and therefore Host Site should not retain official grant documents. If Host Site wants to

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retain documents, they must retain a copy and provide the original to Program. Host Site shall permit Program, Volunteer Iowa, and CNCS, to conduct in-person or electronic site visits, access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of Host Site relating to orders, invoices, or payments or any other documentation or materials pertaining to Agreement; this does not include background check records run specifically for the purposes of the Host Site at the expense of the Host Site. Any member record containing personally identifiable information must be managed confidentially, as required by CNCS. Program shall make every effort to access records from Monday through Friday, between the hours of 8:00 am and 5:00 PM Central Standard Time. Such rights shall continue as long as the records are retained by Host Site. Regardless of the method, all records will be managed in accordance with proper records management procedure(s) while they are in the possession of Program. Access to records shall be granted within 72 hours of the request unless other arrangements have been agreed to by Program.

4.3 SUPPORTING DOCUMENTATION. The Host Site shall deliver to Green Iowa AmeriCorps as scheduled or upon request, (i) copies of all contracts or agreements relating to Program, (ii) invoices, receipts, statements or vouchers relating to Program, (iii) member or staff records of files and program performance related to Program, (iv) any other such grant-related documents as requested, in order to verify compliance with applicable state and federal AmeriCorps requirements.

4.4 AMERICORPS ORIENTATION, TRAINING, RESOURCES, AND SUPPORT. Host Site will provide appropriate resources to the AmeriCorps member including, but not limited to (1) office space, supplies, phone, Internet connection, and other physical accommodations as necessary, (2) financial support for member travel, training, and Program orientation, (3) a designated site supervisor with adequate time to provide support and guidance during the service year, (4) integration of the AmeriCorps member into Host Site team, (5) on-site orientation and regular training opportunities, (6) additional benefits as described in position recruitment materials, as applicable and (7) ensure that host sites are supporting and facilitating regular Diversity, Equity, and Inclusion check-ins as part of a member meetings.

4.5 SITE SUPERVISOR ORIENTATION. The host site supervisor agrees to attend an orientation, facilitated by Green Iowa AmeriCorps. The date and location will be provided a minimum of 30 days in advance.

4.6 MEMBER ORIENTATION. The host site agrees to release all AmeriCorps members for an in-person program orientation and other required program training on dates determined by Green Iowa AmeriCorps, communicated 30 days in advance to hosts, when possible. Members are required to attend orientation.

4.7 REQUIRED MEMBER TRAINING & ACTIVITIES. The host site agrees to release AmeriCorps members from service for Days of Service events, program training and retreats, program wide service projects including energy blitz projects, and other events or activities provided by Green Iowa AmeriCorps. Days of service include September 11 Day of Service & Remembrance and MLK Day of Service. The host agrees to release members for service for disaster response efforts as part of the program's participation in the Iowa Disaster Cadre.

4.8 POSTING OF PROHIBITED ACTIVITIES. As required by the AmeriCorps Grant Terms and Conditions, Host Site agrees to post a copy of the Prohibited Activities at each member service site.

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4.9 NATIONAL SERVICE AFFILIATION AND AMERICORPS IDENTITY. Green Iowa AmeriCorps is an AmeriCorps State program in the national service network and AmeriCorps members are the resource being provided to Host Site. Therefore, Host Site shall represent AmeriCorps brands as described in CNCS Branding Guidelines. Host Site should also identify the program as an Iowa AmeriCorps program and members as Iowa AmeriCorps members.

4.9.1 CNCS, BRANDING GUIDELINES. Host Site shall follow the branding guidelines of CNCS (<https://americorps.gov/newsroom/communication-resources>).

4.9.2 REQUIRED PROGRAM BRANDING. Host Site agrees to (1) ensure that AmeriCorps members wear AmeriCorps identification at all times during their service hours, (2) properly identify the program as an AmeriCorps program and the members as AmeriCorps members in all official communication, including press or promotional marketing, websites, member email signatures, etc., (3) provide information to the media during interviews or in-person public appearances, (4) display the AmeriCorps logo on the host site's website, (5) ensure AmeriCorps members include "Green Iowa AmeriCorps Member" in their email signature and (6) The program also expects all sites to post the Green Iowa AmeriCorps Diversity, Equity, and Inclusion statement in the member office space.

4.9.3 ANNOUNCEMENTS. Host Site agrees to publicly announce the partnership and identify Host Site as a location of Program in the statement.

4.9.4 PROMOTIONAL STORY. Host Site agrees to promote a story about their AmeriCorps members' activities with

4.9.5 INSURANCE. University represents that it has adequate liability insurance, such protection being applicable to officers, employees, AmeriCorps members and agents while acting within the scope of their employment by University. The University has no liability insurance policy as such that can extend protection to any other person.

5. SITE SUPERVISOR OBLIGATIONS

5.1 MEMBER MANAGEMENT REQUIREMENTS.

- Read and review the Member Position Description(s), follow up with Program with any questions
- Conduct a member on-site orientation that communicates Host Site, position requirements and member safety, see section 6.6
- Have regularly scheduled check-ins with members to review their service
- Ensure members attend Required Program trainings and activities as noted in 4.7
- Conduct a member pre-orientation that communicates the program and position requirements with the host
- Facilitate member team meetings
- Ensure a safe space for members to report any issues
- Ensure members attend Green Iowa AmeriCorps required trainings

5.2 COMMUNICATION. The site supervisor agrees to serve as a liaison between Host Site and Program. This includes maintaining regular communication with the Program, providing timely response to program related requests, questions, and meeting deadlines as outlined in the Agreement.

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5.3 MEMBER PERFORMANCE. Host Site agrees to maintain regular communication regarding member performance issues, such as tardiness, unprofessional language, or violation of Host Site policies. Specifically, Host Site agrees to notify Program in writing in accordance with the following guideline:

ITEM	REPORTING TIMELINE
Any member injury during service that necessitates filing a worker’s comp report	Within 24 hours
Any member or site supervisor behavioral issues (arrests, harassment) that may result in immediate dismissal from the program or employment	within 24 hours
Any AmeriCorps member grievance requests	within 24 hours
Any member performing prohibited activities, as defined in Section 8	within 24 hours
Upon the second occurrence of a member failing to report to service without prior approval	within 24 hours
Member behavior issues that result in disciplinary action by the member’s direct supervisor	within 2 business days
AmeriCorps member’s request to be exited for cause, compelling circumstance, or to be suspended	within 2 business days
Any AmeriCorps member position description or Member Service Agreement amendment requests, or other change that affects the member’s service activities in Program	within 3 business days

5.4 AMERICORPS MEMBER SERVICE STATUS. Host Site or its partners may not terminate or suspend the AmeriCorps member. Program is the sole entity that can terminate or suspend an AmeriCorps member. If Host Site has a desire to terminate or suspend a member for any reason, Program should be contacted to discuss the circumstances and next steps.

5.5 REPAYMENT OF OVERPAYMENTS TO MEMBERS. Host site may be required to repay Green Iowa AmeriCorps overpayments made to members that resulted from Host Site's failure to notify Program of a member’s departure/time and attendance issues.

5.6 TIMEKEEPING ACCOUNT. The assigned site supervisor(s) will receive access to the OnCorps timekeeping system for the purpose of review and approval of member timesheets.

5.7 MEMBER TIMESHEETS AND TERM MANAGEMENT. The site supervisor(s) must review and approve member timesheets in the assigned timekeeping system within 5 days of the member’s submission. Site supervisor(s) should regularly review time sheets to ensure all hours served are allowable and eligible, categorized appropriately (fundraising, direct service and training) and time sheets include all hours served by members. Members may not earn hours for vacation or sick time, or holidays. Attention should be paid to ensure that members are making regular progress toward the completion of their term of service and serving in accordance with their anticipated service schedule. Members’ term of

*The Corporation is currently going through a rebranding effort and as such, may be called CNCS, CNS, AmeriCorps, or AmeriCorps, the Agency during your term of service. If you have questions, please contact Volunteer Iowa.

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service is a combination of the number of service hours and the start and end dates; service is not completed just by finishing the hours listed in their Member Service Agreement. Corrections to time sheets, should errors be identified, must be made within 90-days of the date of the error. Therefore, it is important that site supervisors monitor time sheets regularly and discuss any concerns with Program.

Supervisors should ensure members are using the program timekeeping tracker to provide additional information and support for hours logged in OnCorps for approval and compliance purposes.

5.8 REPERCUSSIONS FOR FAILING TO APPROVE TIMESHEETS. Host site understands that failure of site supervisor(s) to carefully review and approve time sheets as outlined above may lead to repercussions including but not limited to the site supervisor(s) being replaced or denial of future requests to serve as a host site. Host Site further understands that the member's ability to earn their education award is based on timely approval of member timesheets by the Site supervisor(s) and *other required exit paperwork*.

5.9 HOURLY LIMITS. AmeriCorps members cannot serve more than 14 hours in a day. Site supervisor(s) should monitor member service during their term to ensure that members have adequate time to complete their service without serving excessive hours as their term nears its end.

5.10 CERTIFICATION OF MEMBER ACTIVITIES. By approving the timesheet, site supervisor certifies all AmeriCorps member service, training, and fundraising hours as true and correct and ensures hours do not include any service activities prohibited by law, regulation, or grant terms and conditions. Further, Host Site understands that a knowing and willful false certification by the member or site supervisor on the timesheet can be punished under federal law (Section 1001 of Title 18, USC). Therefore, if there are questions or concerns with member timesheets, site supervisors must return the timesheet in the timekeeping system for the member to make corrections before they approve it. Host Site is notified that all member timesheets must be approved prior to member release or exit from service.

5.11 MEMBER EVALUATIONS. Host Site must complete an evaluation of each member's term of service. Members who do not receive an evaluation are not eligible for their education award and will be exited for cause. Host Site must complete a mid-term evaluation of each FT, TQT, and HT member, as well as any other less-than HT members (RHT, QT, MT, AT) that serve over a period of 9 months or more, within a reasonable period of the mid-date of the member term. Host Site must complete an end-of-term evaluation of each member and submit it to Program within 14 days of the member's last day of service as indicated on the Member Service Agreement (MSA). Evaluations must be signed and dated by both the member and site supervisor. An evaluation is not required for any Member who exit the program serving a total of 30 days or less.

6. ADDITIONAL HOST SITE REQUIREMENTS

6.1 ALLOWABLE SERVICE. Host Site must place members in positions that adhere to the requirements established in this Agreement and described in the Member Position Description guidelines. Position descriptions must be approved by Program prior to placing a member into the position. Service hours related to activities that are deemed prohibited or unallowable by Program, Volunteer Iowa, or CNCS, will not count toward the AmeriCorps member's term of service. In addition, hours served before or

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after the service period outlined in the MSA or prior to completion of a National Service Criminal History Check (NSCHC) are not allowable.

6.2 MEMBER POSITION DESCRIPTION (MPD) APPROVAL. Host Site must submit draft position descriptions to Green Iowa AmeriCorps no less than 2 months prior to the start of the proposed position. Host Site agrees to ask Program for assistance with the development of the member position description if needed. Program will provide Host Site with a Member Position Description Template (MPD).

6.3 MEMBER POSITION DESCRIPTION CONTENT. MPD must include, at a minimum, the following elements:

- Description of service activities that align with those outlined in the approved grant.
 - Member activities cannot replace current staff or volunteer activities (see Sections 8.5 and 8.6 below). Member position descriptions must include service activities that are new or expand on current staff/volunteer activities. Member's primary duties should be direct service or capacity building activities, not administrative services.
 - Member service activities should provide an opportunity for the member to be challenged and take responsibility for new programs/projects and grow their skills.
 - Service activities should be sufficiently detailed to clarify expectations and help members understand their role in the organization. Avoid vague terms or descriptions of tasks.
- Use of the AmeriCorps vernacular – for example: service, support, member, enroll, instead of terms like work, assist, hire or employee.
- An anticipated service schedule that outlines a pathway for the member to complete his/her/their term of service successfully within the service period of their MSA, while meeting the needs of the community. Members are expected to serve primarily within their anticipated service schedule.
 - The schedule should be sufficiently detailed so that the member and anyone else reviewing the schedule could anticipate when the member would be serving and see the total number of hours per week the member would be expected to serve.
 - The service schedule should indicate whether the member is expected to regularly serve on evenings, weekends, and holidays or at other special events when longer than normal hours would be expected.

If the need for service changes and the member's service schedule or activities are impacted, the Host Site should contact Program to have the MPD updated.

6.4 DISASTER SERVICE. Members are allowed to serve in times of disasters. Deployments to disasters should be done in accordance with Program's disaster policy. If members and/or site supervisors have questions about an individual member's deployment to local disasters, they should review Program policy and check with Program's staff. At no time should members self-deploy to any disaster.

6.5 CORRECTIONS TO OFFICIAL GRANT DOCUMENTS. Corrections to any official AmeriCorps documents, including Member Service Agreement, Amendments, or other official agreements, must be done

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properly. For example, a change to a clause/element must have a strike through (line) and, if necessary, the new language written. The revised clause must then include the date and initials of both the Host Site or Program representative and the member. Whiteout or other correcting fluid must never be used, and changes are considered fully executed via signature of BOTH parties.

6.6 MEMBER SAFETY. Host Site is required to take reasonable steps to ensure member safety during service. Host Site is expected to conduct appropriate background and reference checks on the site supervisor(s) and other staff working with the AmeriCorps member(s) and beneficiaries of Green Iowa AmeriCorps activities, in accordance with the National Service Criminal History Check requirements and Host Site's own organizational policies. Site supervisor(s) should be trained in member safety, including the use and availability of CPR, first aid kits and portable defibrillators (if available) and the location of storm shelters. Members should also be provided with this information during their onsite orientation. Host Site should also have a plan for site and personal health-related safety concerns.

Host Site should also consider safety precautions for service activities and projects, as needed that may include things such as time of day, lighting and location, seasonal weather issues, road conditions, and appropriate safety protocols for service activities (including attendance of trained personnel).

6.7 COVID-19 and MEMBER SAFETY. In order to protect member safety, Host Site is expected to follow CDC Guidelines related to COVID-19. This may include social distancing, wearing of masks (or other protective gear), providing the opportunity to serve from an alternate location on a temporary basis, and required quarantine or isolation in cases of positive tests or exposure, etc. These guidelines may change based on virus mutations, levels of vaccination and other factors. Therefore, the Host Site is encouraged to regularly check the CDC website for the most recent guidance and Program will send notification of significant changes in CDC recommendations that impact member service. If Host Site intends to pursue mandatory vaccination for member(s), the Host Site must obtain approval from Program.

6.8 UPHOLD PROGRAM DIVERSITY, EQUITY & INCLUSION POLICIES & PROCEDURES. Host sites must ensure a work environment that is safe for members to show up as their authentic selves regardless of sex, race, creed, orientation, age, gender expression, religion, national origin, migratory status, disability/abilities, political affiliation, veteran status and socioeconomic background. Examples include the use of a members Pronouns, a clear path of communication as a host if an issue arises surrounding discrimination, and each site's active role in continuing to grow in their own diversity, equity, and inclusion practices as an agency.

7. REPORTING

7.1 REPORTING DEADLINES. Host Site must ensure that required program reports are submitted according to Program deadlines noted in Section 7.3.

7.2 REPORTS. The host site supervisor understands that they must complete and/or support their AmeriCorps members in completing the reports described in the Agreement and due in Google Documents.

7.3 REPORTING TIMELINE. Below is a timeline for reports described in the Agreement.

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ITEM	REPORTING TIMELINE	DATE DUE
Position Description	TBD	TBD
Quarterly Performance Measure Report	09/15/22-12/31/21	1/13/23
Quarterly Performance Measure Report	01/01/23-03/31/23	4/13/23
Quarterly Performance Measure Report	04/01/23-06/30/23	7/13/23
Quarterly Performance Measure Report	07/01/23-08/31/23	TBD
Midterm Evaluations (FT, TQT, HT only)	TBD	TBD

8. PROHIBITED ACTIVITIES

8.1 PROHIBITED ACTIVITIES. (45 CFR§§ 2520.65) While charging time to the Green Iowa AmeriCorps accumulating service or training hours, or otherwise performing activities associated with the Green Iowa AmeriCorps or the Corporation for National and Community Service, members and volunteers recruited by members may not engage in the following activities:

1. Attempting to influence legislation.
2. Organizing or engaging in protests, petitions, boycotts, or strikes.
3. Assisting, promoting or deterring union organizing.
4. Impairing existing contracts for services or collective bargaining agreements.
5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
7. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
8. Providing a direct benefit to
 - a. A business for profit;
 - b. A labor union
 - c. A partisan political organization
 - d. A non-profit entity that fails to comply with restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - e. An organization engaged in religious activities as described above (7) unless Corporation assistance is not used to support those religious activities.
9. Conducting voter registration drive or using CNCS funds to conduct a voter registration drive.
10. Providing abortion services or referrals for receipt of such services.
11. Other such activities as CNCS/Volunteer Iowa may prohibit. In addition to the above activities, the below activities are additionally prohibited:
 - Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours.

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- Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.

8.2 RIGHTS AS A PRIVATE CITIZEN. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo or identify as an AmeriCorps member while engaging in any of the above activities on their personal time.

8.3 FUNDRAISING. (45 CFR §§ 2520.40) AmeriCorps members may raise resources directly in support of the Green Iowa AmeriCorps' service activities. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
5. Seeking donations from alumni of the program for specific service projects being performed by current members.

8.4 FUNDRAISING LIMITATIONS. (45 CFR §§ 2520.45) An AmeriCorps Member may spend no more than 10 percent of his/her/their originally agreed-upon term of service, as reflected in the Member Service Agreement, performing fundraising activities.

AmeriCorps members may not:

1. Raise funds for his/her living allowance; raise funds for an organization's general operating expenses, general fund or endowment;
2. Write a grant application for funding provided by a federal agency including CNCS grant proposals such as: Days of Service grants, AmeriCorps VISTA, Summer VISTA Associates, the Corporation for National Community Service grant proposals and AmeriCorps grants.

8.5 NON-DUPLICATION. (45 CFR §§ 2540.100E) Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of 45 CFR §§ 2540.100F [See below: Non-Displacement] are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

8.6 NON-DISPLACEMENT. (45 CFR §§ 2540.100F)

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- A. An employer [Host Site] may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of Member in a program receiving Corporation assistance.
- B. An organization may not displace a volunteer by using a Member in a program receiving Corporation assistance.
- C. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- D. Member in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- E. Member in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that— (i) Will supplant the hiring of employed workers; or (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- F. Member in any program receiving assistance may not perform services or duties that have been performed by or were assigned to any— (i) Presently employed worker; (ii) Employee who recently resigned or was discharged; (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or (v) Employee who is on strike or who is being locked out.

9. USES AND LIMITS OF AMERICORPS POSITIONS

9.1 SERVICE LIMITS. Individuals may serve multiple terms of AmeriCorps service, including AmeriCorps, VISTA and NCCC. Host Site should consult with Program and member on how many previous AmeriCorps terms they have served to ensure they do not exceed the limits for AmeriCorps State and National.

9.2 REFILLING MEMBER POSITIONS. The following conditions, established by CNCS, must be adhered to by all AmeriCorps Programs regarding refill of member slots vacated by members who exit early. Host Site must note that once a member is released from service with a partial education award, the remaining portion of that award is not available for use. Host Site acknowledges that Program has the final say in refilling all AmeriCorps positions. Host Site may not refill the same slot more than once.

9.3 REFILL DEADLINES. Refills must occur prior to November 30 for full-time members and April 1 for half-time members. These dates are subject to change based upon changes made by CNCS and/or Volunteer Iowa. The final decision related to whether positions will be refilled belong to Green Iowa AmeriCorps.

9.4 MEMBER ENROLLMENT. Host Site understands that Program may reduce or renegotiate the awarded member slots at any time if Host Site is unable to fill its awarded AmeriCorps slots.

10. HOST SITE FINANCIAL COMMITMENT

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10.1 HOST SITE FEE. Host Site shall contribute the following host site fee to Program in support of placement of the members outlined in section 1.3. Host Sites may incur an additional host site fee for refill positions. The payment (in the case of cash match) or submission of supporting documentation (in the case of in-kind match) is to be made annually beginning in September 2022.

Type of Financial Support	Amount of Support	Source of Funds	Amount of Funds
Cash Match	100%	Determined by Host, Non-Federal	\$8,000

10.2. HOST SITE FEE REFUNDS. Host site fee payments may be prorated if the Program is unable to place the allocated member slots or their equivalent at the host location but is left to the Program's discretion. Host Site must have met recruitment requirements to be eligible for a prorated match adjustment. No in-kind match documentation is required by hosts for the 2022-2023 service year.

10.3 FAILURE TO MEET MATCH REQUIREMENT. If Host Site fails to meet the matching requirements, Program will notify Host Site in writing of the situation and request that Host Site provide any past-due match payments or documentation within 30 days. If there is an ongoing issue related to match, the Green Iowa AmeriCorps may notify the Financial Representative, Program Representative and/or the Authorized representative of Host Site. Program may suspend enrollment of new AmeriCorps members and/or payment of reimbursement request(s) until the situation is corrected.

11. AMERICORPS MEMBER RECRUITMENT AND ENROLLMENT REQUIREMENTS

Host Site and Program must adhere to the following requirements when selecting candidates to fill the AmeriCorps position(s). Host Site may identify additional reasonable host site-specific requirements for member selection. Additional requirements must be listed on the position application and position description. Neither the Host Site nor its partners may officially enroll the AmeriCorps member; Program is the sole entity that can enroll an AmeriCorps member. The Host Site must follow Program guidance regarding the Host Site role in recruitment and selection of the assigned member(s).

11.1 MEMBER ELIGIBILITY REQUIREMENTS.

- 1) Be at least 17 years of age at the commencement of service OR be an out-of-school youth of at least 16 years of age participating in a youth corps program described in described in [§ 2522.110\(b\)\(3\) or \(g\)](#);
- 2) Have a high school diploma or its equivalent, or be in the process of obtaining one; and
- 3) Be a citizen, national, or lawful permanent resident of the United States.
- 4) Pass all required National Service Criminal History Checks

11.2 HOST SITE RECRUITMENT AND ENROLLMENT RESPONSIBILITIES. Host Site is encouraged to work with Program to select their member(s) as soon as possible. If citizenship and background check requirements are not complete, it may result in a delay to the member start date.

Host Site agrees to send any Host identified applicants to the Program recruitment application to begin the recruitment and enrollment process.

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AmeriCorps Host Site Memorandum of Agreement



11.3 ENROLLMENT SUPPORT. Host Site will support/assist prospective members in completing citizenship and/or NSCHC requirements prior to the member start date.

11.4 PRIVACY AND SECURITY. Host Site understands that Program will use the criminal history record information obtained through the NSCHC process only to screen the current and/or prospective AmeriCorps members, and only for purpose(s) of enrollment and/or determination of suitability. Program is legally prohibited from duplicating, disseminating, or sharing criminal history record information for use outside of Program, including to the Host Site.

12. CIVIL RIGHTS, NON HARASSMENT, AND REASONABLE ACCOMMODATIONS

12.1 CIVIL RIGHTS / EQUAL OPPORTUNITY POLICY. The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by or receiving federal financial assistance from CNCS must be free from all forms of harassment.

Harassment is unacceptable in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. Any such harassment, if identified, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or national service participant. All recipients of federal financial assistance, including individuals, organizations, programs and/or projects are also subject to this zero-tolerance policy. When a violation occurs, appropriate corrective action subject to regulatory procedures will take place, up to and including termination of federal financial assistance from all federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; and demeaning, debasing or abusive comments or actions that intimidate. CNCS does not tolerate harassment by anyone, including persons of the same or different races, sexes, religions, or ethnic origins; a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); or a co-worker or national service participant.

[It is expected that] supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, national service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination~ and any grantee that permits harassment in violation of this

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policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of federal financial assistance from CNCS and all other federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with the CNCS Equal Opportunity Program (EOP). Discrimination claims not brought to the attention of EOP within 45 days of occurrence may not be accepted in a formal complaint of discrimination. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If another procedure is used, it does not affect the 45-day time limit. The EOP may be reached at (202) 606-7503 or eo@cns.gov.

12.2 REASONABLE ACCOMMODATIONS. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, Green Iowa AmeriCorps complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program or host site. Neither the program nor the host site shall exclude or otherwise deny equal services, programs or activities to a qualified individual because of the known disability of another individual with whom the qualified individual is known to have a relationship or association.

The program and host site shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the program and host site can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an “undue hardship”. A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.

Members may request reasonable accommodations by completing the **Reasonable Accommodation Request Form** and submitting it to the program director

13. TERMINATION OF AGREEMENT

13.1 AGREEMENT. Either Party may terminate or suspend Agreement in whole or part upon 30 days written notice to the other party.

In all instances of termination or suspension, the non-terminating party shall be given written notice of the termination or suspension, including a written explanation of the reason(s) for such action. Where appropriate, the non-terminating party shall be given reasonable time to cure any deficiency in its performance. If the deficiency is not corrected within a reasonable time, as defined by mutual agreement of the parties, Agreement may then be immediately terminated or suspended.

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In the event the Agreement is terminated or suspended, the AmeriCorps member shall be removed from Host Site and, if possible, placed at another suitable service location within the Program. Host Site agrees to work cooperatively with Program to facilitate such transfer.

14. PROGRAM RESPONSIBILITIES

14.1 MANAGEMENT. Provide program director and program staff to manage larger program operations.

14.2 FINANCIAL. Financial management of program operation including monthly claims to Volunteer Iowa. The program will be responsible for distribution of member living allowance, FICA, Worker's Compensation and healthcare benefits. Program staff will write and manage federal AmeriCorps grant requirements that support most program costs.

14.3 TRAVEL. Provide members with travel reimbursement to all required training events.

14.4 TRAINING. The program will provide site supervisor and members with training opportunities to perform satisfactorily in their given roles.

14.5 OUTREACH. The program will provide sites with yearly start-up outreach package including brochures, business cards, and other program-wide marketing items. The program will maintain and manage Green Iowa AmeriCorps program website and web domain. The program will maintain all Green Iowa AmeriCorps social media accounts.

14.5 UNIFORMS. The program will provide members with uniforms for service as well as AmeriCorps pins and masks. Any host specific uniform requirements must be provided by the host at the expense of the host.

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 AmeriCorps Host Site Memorandum of Agreement



15. CONTACT INFORMATION

15.1 GREEN IOWA AMERICORPS.

PRIMARY/AUTHORIZED CONTACT	SECONDARY/FINANCIAL CONTACTS	ADDITIONAL CONTACT
Ashley Coffin 319-273-7273 ashley.coffin@uni.edu	Carmen Finken 319-273-7194 finkenc@uni.edu	Shawn Fluckey 319-273-7233 sfluckey@uni.edu

15.2 HOST SITE.

PRIMARY/AUTHORIZED CONTACT	SECONDARY/FINANCIAL CONTACT	ADDITIONAL CONTACT
[Name, address, phone, email:]	[Name, address, phone, email:]	

WITNESS WHEREOF, the parties have executed this Host Site Agreement.

GREEN IOWA AMERICORPS	HOST SITE
SIGNED BY: Ashley Coffin	SIGNED BY:
TITLE: Director	TITLE:
DATE:	DATE:

*The Corporation is currently going through a rebranding effort and as such, may be called CNCS, CNS, AmeriCorps, or AmeriCorps, the Agency during your term of service. If you have questions, please contact Volunteer Iowa.

**FIRST AMENDMENT TO SAAS SERVICES AGREEMENT BETWEEN BENEVATE, INC.
AND LINN COUNTY, IOWA**

THIS FIRST AMENDMENT TO SAAS SERVICES AGREEMENT (this "First Amendment") is made as of December 9, 2022, between Benevate, Inc. ("Company") and LINN COUNTY, IOWA ("Customer"), collectively referred to as the "Parties".

RECITALS

- A. The Parties entered into a SAAS SERVICES AGREEMENT dated July 6, 2021 (the "Agreement"), for the Company to provide hosted software for the administration and management of the Customer's Emergency Rental Assistance (ERA2) funding.
- B. The Parties wish to amend the Agreement through this First Amendment to (i) add additional services contemplated in the Agreement (the "Additional Services") and an additional program, and (ii) increase the compensation of the Company for the Additional Services requested.

AGREEMENT

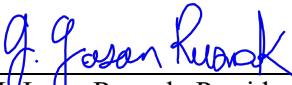
NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

- 1. Pricing. The Customer will renew the ERA portal for two (2) user licenses which results in additional licensing costs as set forth in the Amended Exhibit D, attached hereto and incorporated by reference.
- 2. The Agreement is hereby extended for an additional term of 12 (twelve months) commencing on July 5, 2022 concluding on July 4, 2023 ("Renewal Term # 1 ") the Customer agrees to extend the agreement term for 12 months beginning July 5, 2022 and concluding on July 4, 2023 with Per-User licensing costs due 45 days after execution of the amendment as set forth in the amended Exhibit D, attached hereto and incorporated by reference.
- 3. Compensation. The Customer shall pay the fees as set forth in the Amended Exhibit "D" attached hereto and incorporated herein by reference. Amended Exhibit "D" shall be in addition to Exhibit "D" in the Agreement.
- 4. Total Contract Pricing. This amendment changes the agreement to "\$4,800" (includes the annual cost of two (2) licenses) as shown in Amended Exhibit "D".
- 5. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

Company

Customer



J. Jason Rusnak, President

Linn County, Iowa

AMENDED EXHIBIT D

Per User Pricing

Additional programs and user licenses may be purchased, pro-rata to the Initial Service Term, based on the pricing table below.



Linn County, IA-ERAP - Maintenance Portal Renewal

Quote created on October 18, 2022 - Reference: 20221018-111728324

For Linn County, IA-ERAP - Ashley Balius [Show details](#)

Products & Services

Neighborly Software Per Administrator Fee (Users 1-10) 2 x \$2,400.00 / year
Maintenance Portal for Term 7/5/22-7/4/23 for 1 year
- Minimal Level of Support
- Hosting/Security in Microsoft Tier IV Data Center
- Data Storage, Backup and Recovery
- Additional user/administrative licenses may be purchased, pro-rata to the Initial Service Term, based on the pricing below.
User Price: \$200 Frequency: Monthly

Recurring subtotal \$4,800.00 / year

Total **\$4,800.00**

