



LINN COUNTY BOARD OF SUPERVISORS

District 1 | Kirsten Running-Marquardt

District 2 | Ben Rogers

District 3 | Louis J. Zumbach

REGULAR MEETING AGENDA

Wednesday, October 18, 2023 | 10:00 AM

Formal Board Room | Jean Oxley Public Service Center

935 2nd St. SW, Cedar Rapids, Iowa

Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker

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

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Consent Agenda

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

Reports

Receive and place on file the Linn County Recorder's Quarterly Report for July 1 through September 30, 2023.

Receive and place on file the Linn County Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of September 2023.

Receive and place on file the Linn County Auditor's Quarterly Report for the quarter ending 9/30/23 in the amount of \$2,824.32. The total auditor's transfer fees are deposited by the Recorder with the County Treasurer in the amount of \$11,945.00.

Resolutions

A Resolution to approve revision 0.1 of the 2024 Secondary Road Five-Year Construction Program with the Iowa Department of Transportation.

Contract and Agreements

Approve and authorize Chair to sign an acceptance of proposal between Linn County and Classic Spray Form Insulation to insulate the building at 2957 Hwy 13, Marion for \$68,264.00

Approve and authorize Chair to sign an acceptance of proposal between Linn County and D.W. Zinser Company to demolish a building at 2957 Hwy 13, Marion, for \$37,900.00.

Approve and authorize the Chair to sign a Joint Funding Agreement between the United States Geological Survey (USGS), U.S. Department of Interior, and Linn County for a stream gaging station in the amount of \$3,250.00.

Other

Adopt the Linn County Workplace Violence Policy RM-008

Authorize the Chair to approve a purchase order PO#517 in the amount of \$65,522.96 to Stivers Ford Lincoln of Waukee, IA for a replacement vehicle for the Conservation Department.

Authorize the Chair to approve a purchase order PO#520 in the amount of \$15,522.00, to Xcessories Squared for sign posts for the Secondary Road Department

Authorize the Chair to approve a purchase order PO#521 in the amount of \$8,933.30 to Workspace Inc. of Des Moines, IA. to purchase office chairs for the Linn County Planning and Development Department

Approve Consent Agenda

Regular Agenda

Proclamation: First Responders' Day, October 28, 2023

Linn County Mental Health Access Center Fiscal Year 2024 Quarter One Report

Discuss and decide on a Clinical Affiliation Agreement between Linn County and Kirkwood Community College

Discuss and decide on reallocation of American Rescue Plan Act funds to cover additional costs for Linn County Treasurer's office protective glass project in the amount of \$6,345.25.

Discuss and decide on the selection of an architect for the Linn County Engineer's Office and Secondary Road Main Shop project

Public hearing on the Fiscal Year 2024 proposed budget amendment

Discuss and decide on the Fiscal Year 2024 proposed budget amendment and adopt an amended appropriations resolution

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).

Correspondence

Appointments

Adjournment

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

LINN COUNTY RECORDER'S OFFICE

Carolyn Siebrecht | Recorder
Teresa Sackett | Deputy Recorder
Joan McCalmant | Deputy Recorder
Dawn Froese | Deputy Recorder

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5420 | FAX: 319-892-5459
LinnCountyIowa.gov



October 15, 2023

RECORDER'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

I, Carolyn Siebrecht, Recorder/Registrar of Linn County, Iowa hereby certify the following fees collected by the Linn County Recorder's Office from July 1, 2023 through September 30, 2023:

Fee Type	Amount
Recording Fees	\$ 190,166.70
Vehicles/Vessels (RVVRS)	\$ 10,089.75
Hunting/Fishing (ELSI)	\$ 153.00
Documentary Revenue Tax	\$ 101,847.45
UCC's	\$ 165.00
Copies	\$ 831.00
Auditor's Transfer Fees	\$ 11,945.00
Vital Statistics	\$ 19,131.00
Passports	\$ 47,455.00
Interest	\$ 704.15
Boat Titles	\$ 1,045.00
Recorder's Automation	\$ 8,430.00
TOTAL	\$ 391,963.05

These fees were sent to the Linn County Treasurer's Office on October 15, 2023.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carolyn Siebrecht".

Carolyn Siebrecht

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
 RECEIPTS AND DISBURSEMENTS
 MONTH OF SEPTEMBER 2023

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,706,448.90		\$ 3,965,216.00		\$ 3,965,216.00	\$ 3,706,448.90
USE TAX	\$ 2,747,621.21		\$ 3,372,933.45		\$ 3,372,933.45	\$ 2,747,621.21
SURCHARGE	\$ 23,855.00		\$ 30,355.00		\$ 30,355.00	\$ 23,855.00
AMATEUR RADIO	\$ 45.00		\$ 90.00		\$ 90.00	\$ 45.00
BLACK OUT	\$ 56,486.00		\$ 62,398.00		\$ 62,398.00	\$ 56,486.00
BREAST CANCER	\$ 145.00		\$ 115.00		\$ 115.00	\$ 145.00
BRONZE STAR	\$ 20.00		\$ 35.00		\$ 35.00	\$ 20.00
CATTLEMAN	\$ 20.00		\$ 95.00		\$ 95.00	\$ 20.00
CHOOSE LIFE	\$ 15.00		\$ 35.00		\$ 35.00	\$ 15.00
ISU	\$ 180.00		\$ 297.00		\$ 297.00	\$ 180.00
U OF I	\$ 983.00		\$ 1,091.00		\$ 1,091.00	\$ 983.00
UNI	\$ 20.00		\$ 70.00		\$ 70.00	\$ 20.00
OTHER COLLEGE PL	\$ 235.00		\$ 295.00		\$ 295.00	\$ 235.00
PERS PLATE	\$ 1,571.00		\$ 1,780.00		\$ 1,780.00	\$ 1,571.00
DECAL	\$ 10.00		\$ 5.00		\$ 5.00	\$ 10.00
DUCKS UNLTD	\$ 55.00		\$ 45.00		\$ 45.00	\$ 55.00
EDUCATION	\$ 50.00		\$ 15.00		\$ 15.00	\$ 50.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 14,007.47		\$ 14,306.07		\$ 14,306.07	\$ 14,007.47
FALLEN OFFICER	\$ 55.00		\$ 115.00		\$ 115.00	\$ 55.00
FIREFIGHTER	\$ 75.00		\$ 100.00		\$ 100.00	\$ 75.00
FLY OUR COLORS	\$ 845.00		\$ 1,017.00		\$ 1,017.00	\$ 845.00
GOD BLESS	\$ 75.00		\$ 55.00		\$ 55.00	\$ 75.00
GOLD STAR FAMILY	\$ -		\$ -		\$ -	\$ -
HERITAGE	\$ 15.00		\$ -		\$ -	\$ 15.00
IOWA AG LITARCHY	\$ -		\$ 50.00		\$ 50.00	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 10.00		\$ -		\$ -	\$ 10.00
MCYCLE RIDER	\$ 25.00		\$ 55.00		\$ 55.00	\$ 25.00
NAT'L GUARD	\$ 5.00		\$ 10.00		\$ 10.00	\$ 5.00
DNR	\$ 3,770.00		\$ 3,465.00		\$ 3,465.00	\$ 3,770.00
ORGAN DONOR	\$ 50.00		\$ 45.00		\$ 45.00	\$ 50.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROF FIRE	\$ 15.00		\$ 30.00		\$ 30.00	\$ 15.00

PURPLE HEART	\$ 40.00		\$ 25.00		\$ 25.00	\$ 40.00
PWD	\$ 35.00		\$ 5.00		\$ 5.00	\$ 35.00
USAF AIRFORCE	\$ 20.00		\$ 25.00		\$ 25.00	\$ 20.00
USAF ARMY	\$ 80.00		\$ 20.00		\$ 20.00	\$ 80.00
USAF COAST GUARD	\$ -		\$ -		\$ -	\$ -
USAF MARINES	\$ -		\$ -		\$ -	\$ -
USAF NAVY	\$ 25.00		\$ 10.00		\$ 10.00	\$ 25.00
SHARE THE ROAD	\$ 145.00		\$ 115.00		\$ 115.00	\$ 145.00
SHRINERS	\$ 5.00		\$ 10.00		\$ 10.00	\$ 5.00
SILVER STAR	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
VETERANS	\$ 330.00		\$ 475.00		\$ 475.00	\$ 330.00
VETS CROSS/MEDAL	\$ 5.00		\$ -		\$ -	\$ 5.00
ANATOMICAL FEES	\$ 694.16		\$ 547.70		\$ 547.70	\$ 694.16
ADMIN FEES	\$ -		\$ -		\$ -	\$ -
MAIL PROCESSING	\$ 21,237.00		\$ 23,258.00		\$ 23,258.00	\$ 21,237.00
NSF FEES	\$ 560.00		\$ 498.00		\$ 498.00	\$ 560.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 6,579,888.74	\$ -	\$ 7,479,112.22	\$ -	\$ 7,348,112.22	\$ 6,448,888.74

LINN COUNTY TREASURER

Debra McDonald, Deputy Treasurer

RECEIVED

2023 OCT 10 PM 3:57

LINN COUNTY AUDITOR

LINN COUNTY AUDITOR'S OFFICE

Joel Miller | Auditor
Rebecca Shoop | First Deputy

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5300
LinnCounty.org

**AUDITOR'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS**

July 1st, 2023 to September 30th, 2023

Election Reports	\$	29.00
Election: Reimbursements of Local Elections	\$	0.00
Election: Misc. Fees	\$	0.00
Maps and Supplies	\$	0.00
Digital Data	\$	0.00
Research Fees	\$	0.00
Misc. Fees	\$	0.50
Purchasing Card Rebate	\$	0.00
Plat Survey Fees	\$	0.00
Book and Materials	\$	0.00
Liquor Licenses	\$	2,795.32
Cigarette Permits	\$	0.00

Total On Deposit with the County Treasurer \$ 2,824.32

Total Auditor Transfer Fees Deposited by Recorder with the County Treasurer \$ \$11,945.00

I, Joel Miller, Auditor of Linn County, Iowa, do hereby certify that the above information is a true and correct record of fees collected by me as Auditor, for the quarter ending September 30th, 2023.

Joel Miller by Rebecca Shoop, Deputy
Joel Miller, Linn County Auditor

10-17-23
Date

Iowa Department of Transportation
SECONDARY ROADS BUDGET

County: **Linn County**
Fiscal Year: **2024**
Version: **1**

COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on _____

Date

ATTESTED

County Auditor

Date



County Engineer



Date
10/12/23

Chairperson, Board of Supervisors

Date

IOWA DOT BUDGET APPROVALS

Recommended Approval: _____

OLS Reviewer

Date

Approval: _____

Director of Local Systems

Date

SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 nd Prior	1 st Prior	Current	Next
		FY 2021	FY 2022	FY 2023	FY 2024
1. County Auditor's Beginning Balance		\$4,407,975.93	\$7,371,469.53	\$8,770,332.00	\$5,474,798.35
Receipts from Property Tax Levies	3.00375 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$6,986,961.00	\$6,668,461.00	\$6,825,841.00	\$7,339,656.00
	0.16875 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$0.00	\$0.00	\$0.00	\$0.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$7,300,785.41	\$7,222,017.58	\$6,567,309.00	\$6,755,741.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$9,534.28	\$8,076.32	\$6,984.35	\$7,234.78
3c. Time 21		\$1,049,027.72	\$906,185.58	\$826,677.00	\$824,989.00
4. RISE Funds		\$44,634.11	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$0.00	\$0.00	\$325,000.00	\$300,000.00
5a. SWAP Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7.Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$9,001.57	\$9,147.60	\$9,000.00	\$9,000.00
8. Miscellaneous Receipts <i>Donations, sale of used materials, Special Assessments, etc</i> <i>Itemized for 2024</i>	Dividends	\$8,828.64	\$7,624.73	\$9,000.00	\$9,000.00
	licensesAndPermits	\$85,110.00	\$87,026.40	\$84,500.00	\$84,500.00
	oldEquipment	\$23,983.00	\$88,599.50	\$5,000.00	\$50,000.00
	Prior Year - Property Damage Restitution		\$14,115.53		\$100.00
	usedMaterial	\$4,172.56	\$5,637.04	\$8,000.00	\$6,000.00
	All Other	\$592,402.99	\$580,174.60	\$110,843.00	
9. Total Miscellaneous Receipts		\$714,497.19	\$783,177.80	\$217,343.00	\$149,600.00
10. TOTAL RECEIPTS		\$20,522,417.21	\$22,968,535.41	\$23,548,486.35	\$20,861,019.13
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.		0	0	\$0.00	\$0.00

SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2	Prior 1	Current	Next
	FY 2021	FY 2022	FY 2023	FY 2024
70X * Administration and Engineering				
700 Administration Expenditures	\$734,441.42	\$662,324.05	\$652,966.00	\$865,000.00
701 Engineering Expenditures	\$1,001,465.17	\$978,964.51	\$1,067,151.00	\$1,320,000.00
TOTAL ADMINISTRATION AND ENGINEERING	\$1,735,906.59	\$1,641,288.56	\$1,720,117.00	\$2,185,000.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads (With other than FM funds ---See Accomplishment Year projects)	\$154,144.53	\$1,592,922.19	\$2,534,329.00	\$2,800,000.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$200,358.78	\$741,477.88	\$444,303.00	\$515,000.00
711 Roads (4250, 460, 480)	\$6,610,509.20	\$5,817,437.31	\$6,898,280.00	\$6,400,000.00
712 Snow and Ice Control (520)	\$900,507.53	\$536,850.59	\$781,737.00	\$1,100,000.00
713 Traffic Controls (590)	\$711,788.30	\$582,069.83	\$692,023.00	\$680,000.00
714 Road Clearing (490)	\$343,604.05	\$418,476.87	\$512,811.00	\$415,000.00
TOTAL ROADWAY MAINTENANCE	\$8,766,767.86	\$8,096,312.48	\$9,329,154.00	\$9,110,000.00
72X * General Roadway				
720 New Equipment (610)	\$581,589.60	\$700,298.64	\$1,609,278.00	\$2,500,000.00
721 Equipment Operations (620, 630, 650)	\$1,826,523.00	\$2,119,504.83	\$2,729,030.00	\$2,700,000.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$21,821.54	\$38,203.76	\$72,680.00	\$51,000.00
723 Real Estate and Buildings (800)	\$64,194.56	\$9,672.52	\$79,100.00	\$290,000.00
TOTAL GENERAL ROADWAY	\$2,494,128.70	\$2,867,679.75	\$4,490,088.00	\$5,541,000.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$13,150,947.68	\$14,198,202.98	\$18,073,688.00	\$19,636,000.00
County Auditor's balance at end of fiscal year	\$7,371,469.53	\$8,770,332.43	\$5,474,798.35	\$1,225,019.13
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$20,522,417.21	\$22,968,535.41	\$23,548,486.35	\$20,861,019.13

Classic Spray Foam Insulation Inc.

211 8th St SE
Cedar Rapids, IA 52401

Date	Estimate #
10/6/2023	962

Name / Address
LINN COUNTY

Acceptance of Proposal

			Project
			2957 HWY 13 MAR...
Description	Qty	Rate	Total
JOB DESCRIPTION: SPRAY 2LB CLOSED CELL FOAM BUILDING #3 2957 HWY 13 MARION IA.			0.00
SPRAY 2" 2LB CLOSED CELL ON TO METAL BUILDING WALLS, OVERHEAD DOORS AND GABLES. SPRAY 3" UNDERSIDE OF ROOF.	1	68,264.00	68,264.00
NOTE: ABOVE PRICING INCLUDES ALL LABOR, EQUIPMENT AND MATERIAL.			0.00
NOTE: 8.1 CLASSIC SPRAY FOAM INSULATION INC Specializes only in 2lb closed cell foam for commercial, industrial, farm and residential applications. 8.2 If there are and questions or concerns you may address them to Mark Smejkal Owner at 319-521-5257. 8.3 this job will have the owner which handles sales purchasing and application. Plus two to three prep and clean up personal and applicator on the job. References AMD Doug Oppe 507-259-8103 Des Moines IA foam sales rep. Steve Anderson 641-751-0531 Beaman IA customer with same style building, Friday Const. Matt Friday 319-350-7862. Cedar Rapids			0.00
Sales Tax exempt FED TAX ID# 42-6004338		0.00%	0.00
NOTE: PLEASE SIGN AND RETURN IF AGREED UPON.			0.00
10/16/23 VERBAL COMMIT TO 30 Day Completion			
Louis J Zumbach Board of Supervisors, Chair			
Total			\$68,264.00



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1400 Independence Rd. MS100
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

August 29, 2023

Mr. Charlie Nichols
Director
Linn County Planning Department
935 Second St SW First Floor
Cedar Rapids, IA 52404

Dear Mr. Nichols:

Attached is our standard joint-funding agreement for the operation and maintenance of one streamgaging station on the Cedar River at Blairs Ferry Road in Palo, IA, during the period October 1, 2023 through September 30, 2024 in the amount of \$3,250 from your agency. U.S. Geological Survey contributions for this agreement are \$1,920 for a combined total of \$5,170. Please sign and return a copy to Amy Williams at akwilliams@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2023**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jon Nania by phone number (319) 430-6974 or email jfnania@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Amy Williams at phone number (217) 328-9748 or email at akwilliams@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Jon Nania
Deputy Director, Central Midwest WSC

Enclosure
24NEJFA115

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001603
Agreement #: 24NEJFA115
Project #: NE009KT
TIN #: 42-6004338

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Linn County Planning Department party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for **the operation and maintenance of one streamgaging station on the Cedar River at Blairs Ferry Road in Palo, IA**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$1,920 by the party of the first part during the period
October 1, 2023 to September 30, 2024
- (b) \$3,250 by the party of the second part during the period
October 1, 2023 to September 30, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR**

**Customer #: 6000001603
Agreement #: 24NEJFA115
Project #: NE009KT
TIN #: 42-6004338**

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jon Nania
Supervisory Hydrologist
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone:
Fax: (319) 358-3606
Email: jfnania@usgs.gov

Customer Technical Point of Contact

Name: Charlie Nichols
Director
Address: 935 Second St SW First Floor
Cedar Rapids, IA 52404
Telephone: (319) 892-5139
Fax:
Email: charlie.nichols@linncounty.org

USGS Billing Point of Contact

Name: Amy Williams
Budget Analyst
Address: 405 N. Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 328-9748
Fax: (217) 328-9770
Email: akwilliams@usgs.gov

Customer Billing Point of Contact

Name: Charlie Nichols
Director
Address: 935 Second St SW First Floor
Cedar Rapids, IA 52404
Telephone: (319) 892-5139
Fax:
Email: charlie.nichols@linncounty.org

**U.S. Geological Survey
United States
Department of Interior**

Linn County Planning Department

Signature

Signatures

By _____ Date: _____
Name: Jon Nania acting for Amy Beussink
Title: Deputy Director, Central Midwest WSC

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

Linn County Planning Department

Attachment for 24NEJFA115

2023-10-01 to 2024-09-30

SITE Collection Description	SURFACE WATER		FUNDS	
	USGS	COOP	TOTAL	
05464420 Cedar River at Blairs Ferry Road at Palo, IA Full Range Streamflow Station	\$1,920	\$3,250	\$5,170	
Total:	\$1,920	\$3,250	\$5,170	
GRAND TOTAL:			\$5,170	



Origination 03/1996
Last Approved 10/2023
Last Revised 10/2023
Next Review 10/2025

Owner **Matthew Cerruto:**
Human Resources Coordinator
Policy Area **Handbook-
Employee Policies**
Policy Section **RM-008**
And Numbers

Workplace Violence Policy

I. Purpose

It is the policy of Linn County that threats, threatening behavior, acts of violence, intimidation, or verbal abuse against employees or by employees or other individuals will not be tolerated. At Linn County, all threats and disruptive behaviors will be taken seriously. It is the goal of Linn County to rid all work sites of violent behavior, the threat of such behavior and any type of verbal abuse or intimidation intended to create fear or an unsafe work environment. The prevention of violence, and the reporting and management of critical incidents are shared goals of all employees.

II. Scope

This policy is applicable to all regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an elected official, including the elected official and their deputies.

In accordance with the Occupational Safety and Health Act of 1970, Linn County acknowledges that employees have the right to a safe work environment. As such, employers like Linn County have the responsibility to provide a safe and healthy workplace that is free from serious recognized hazards. While this policy outlines the responsibilities of Linn County and its employees, it should also be noted that Linn County and its employees interact with contractors, vendors, the public and other non-employees.

While Linn County may not discipline contractors, vendors, the public, or other non-employees, it does reserve the right to act on behalf of its employees to protect and provide a safe and healthy workplace. This protection includes not only physical injury or threats but also mental or

psychological injuries that may be the result of verbal harassment as outlined in this policy; verbal threats toward persons or property, the use of vulgar or profane language directed towards others; disparaging or derogatory comments or slurs; offensive flirtations or propositions; verbal intimidation; exaggerated criticism or name-calling; or the spreading of untrue allegations or malicious gossip about others.

III. Policy

Violence, or the threat of violence, by or against any employee of Linn County or any other person while at a Linn County work site is strictly prohibited and will subject the perpetrator, if an employee, to serious disciplinary action up to and including termination of employment, and in all cases, possible prosecution. This type of behavior will also subject a non-employee perpetrator to criminal charges if warranted, immediate removal from the property, and possible trespass violations that could keep the perpetrator off of the affected premises for a duration of time determined by law enforcement.

No employee or non-employee shall be allowed to intimidate or abuse any other employee or non-employee by exhibiting behavior including but not limited to, the following:

1. **Verbal harassment** – Verbal threats toward persons or property, the use of vulgar or profane language directed towards others; disparaging or derogatory comments or slur; offensive flirtations or propositions; verbal intimidation; exaggerated criticism or name-calling; spreading untrue or malicious gossip about others.
2. **Physical harassment** – Any physical assault, such as hitting, pushing, kicking, holding, impeding or blocking the movement of another person or the throwing of items in the direction of an employee.
3. **Visual harassment** – Displaying derogatory or offensive posters, cartoons, publications, or drawings intended to intimidate or create a hostile work environment.

In circumstances deemed to be an emergency, call 911. It is understood that the actions of management or other employees will depend on the seriousness and nature of the incident. However, consistent with personal safety, management is to make a good faith effort to defuse violent or potentially violent situations as quickly as possible to prevent escalation and creating threats to others.

All Linn County employees are responsible for notifying management of any threats which they have witnessed, received, or have been told that another person has witnessed or received. If it is not practical to notify management, the employee should contact the Risk Management Director.

Possession, use, or threat of use of dangerous weapons, including firearms, by an employee, is not permitted at Linn County worksites, including a Linn County vehicle, or in Linn County parking areas. Possession of dangerous weapons, including firearms, by Linn County employees in the workplace or at worksites, including in a Linn County vehicle or in Linn County parking facilities is permitted only with written approval of the Linn County Board of Supervisors, upon recommendation of the Linn County Sheriff and when a necessary and approved requirement of the employee's duties.

Under no circumstances are the following items permitted on Linn County property, including parking areas, except when issued or sanctioned by Linn County for use in the performance of the employee's assigned duties:

1. Dangerous chemicals.
2. Explosives or blasting caps.
3. Other objects carried for the purposes of injury or intimidation.

IV. Guidelines for Workplace Violence Response

In an emergency involving the imminent threat of violence or actual violence, the priority is to protect the safety and well-being of the persons involved.

These guidelines are intended to aid department heads, managers and supervisors in responding to violent, potentially violent situations and other personal threats where leadership is in a position to intervene and mitigate the situation.

Because each situation involves unique factors, the following guidelines are intended to provide general guidance. The key elements are safety, reporting, coordination, and control. The following procedures should be followed when addressing a disruptive, dangerous, or violent threat:

1. Employees should use verbal and non-verbal skills to try and de-escalate the situation if appropriate.
2. If the situation does not de-escalate, then a department head, manager, supervisor, or team lead should assist the employee with the situation.
3. At any time when an emergency occurs such as a physical threat, immediately call 911 and report as many details as possible so that an appropriate response can be dispatched. Facilities and workstations equipped with panic or alarm buttons should be activated when a physical threat is imminent, perceived to occur or is active and occurring.
4. An employee who is involved in or who witnesses an incident that violates this policy shall immediately contact a department head, manager, or supervisor.
5. The department head or other department management representative shall immediately contact law enforcement if warranted if they have not already been notified. The Risk Management Director should be contacted in all occurrences during or following an incident who shall provide guidance in matters such as investigation, discipline, law enforcement involvement and other response factors including the engagement of the employee assistance program. The Risk Management Director may be reached at 319-892-5200 during county business hours. If he/she can not be reached at that number, they can be reached at 319-892-5911 and forwarded to their cell phone 24/7.
6. If a person enters a Linn County facility in the lobby, office, or other area using a weapon to carry out an physical attack all employees should follow the guidelines provide through ALICE training:
 - **ALERT –**
 - Communicate the situation by any means possible.

- Information should flow in all directions.
- Provide as much initial intel as possible to as many people as possible.
- Use any available means which may include; mass notification systems, texts, public address system, digital signage, website or social media platforms.

- **LOCKDOWN**

- Locked doors provide a time barrier.
- Lockdown occurs before, during and after the event.
- Barricade: create a safe zone that nobody can breach.
- Once lockdown is in place, nobody should be allowed into a secure room under any circumstances.
- Lockdown of an entire building may be achieved by contacting an Administrative Assistant I to the Board of Supervisors.

- **INFORM**

- Continuation of ALERT.
- Provide real time information and details if possible.
- Promote good decision making.

- **COUNTER**

- Subdue the attacker(s) if confident and able.
- Once committed to this action, there is no turning back.
- Recruit others that are confident and able to assist.
- There are no rules when you reach this decision to attack the attacker.

- **EVACUATE**

- Leave the facility where the event is occurring.
- Do not go to parking areas.
- Go to a designated rally point identified in training or as directed.
- Assist others if possible.

7. Following any event, once the situation is controlled, all employees involved are to be interviewed separately in order to obtain an accurate account for the incident. Those involved will be asked to provide a statement of the incident.

V. Discipline and Consequences

Workplace altercations between employees, even verbal exchanges, justify appropriate action. The Risk Management Director and Human Resources Director should be contacted for guidance. Employees involved in physical altercations may be removed from the work environment until an investigation can be completed to determine whether threats have been resolved or mitigated.

Furthermore, if a contractor, vendor member of the public or other non-employee violates the provisions of this policy, that individual (and others encouraging or participating in such behavior) will be asked to leave Linn County property in order to protect our employee(s). If the individual does not vacate the property, law enforcement will be summoned to assist in the removal of the individual(s) from Linn County property. If warranted, Linn County may ask law enforcement to issue a no-trespass order in accordance with local and state law, barring the individual(s) from the property or from multiple properties owned and operated by Linn County. If the individual(s) has business interest in visiting Linn County property during this period of no-trespass, the individual(s) shall contact the Risk Management Director to schedule an appointment with the department with whom the individual has business and to arrange for access to the facility.

VI.

The Employee Assistance Program (EAP) has the capability of providing post incident resources to employees and their families. The services are available to all employees involved or in proximity to critical incidents in the workplace.

If an employee displays behaviors that are in violation of this policy towards another employee or non-employee, they may be mandatorily referred to EAP for an evaluation as to whether they are safe to be in the work environment.

Reference:

Policy Section & Number: RM-008

BOS Minutes: 06/25/2007

BOS Minutes: 07/30/2003

BOS Minutes: 03/05/1996

BOS Minutes: 06/05/1996

Approval Signatures

Step Description	Approver	Date
Update	Matthew Cerruto: Human Resources Coordinator	10/2023

Purchase Order

#: PO517

10/12/2023

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



Vendor

STIVERS FORD LINCOLN
1450 E HICKMAN RD
WAUKEE IA 50283
United States

TOTAL

\$65,522.96

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

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

Department	Department Contact	Contact Telephone	Terms
46-CONSERVATION	CHUCK BOGARD	(319) 310-0195	

Quantity	Units	Item	Description	Rate	Amount
1		563501 MOTOR VEHICLE EQUIPMENT	NEW F150 POLICE RESPONDER PER QUOTE STIVER'S FORD - EQUIPMENT QUOTE #16 UNIT#35C		\$65,522.96

Memo: NEW F150 POLICE RESPONDER PER QUOTE STIVER'S FORD - EQUIPMENT
QUOTE #16 UNIT#35C

Total \$65,522.96

Bill To

Linn County Conservation
10260 Morris Hills Road
Toddville, IA 52341

Ship To

SA#4 - CONSERVATION SHOP
3173 HWY #13
MARION IA 52302
UNITED STATES



PO517

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302

Sign Posts
Results
10/13/2023

Specifications per Request for Quote

					BARCO Municipal Products PO Box 45507 Omaha, NE 68145-0507 (800) 228-2703 barcosales@barco1.com		Iowa Prison Industries 1445 E Grand Ave Des Moines, IA 50316 (515) 725-8706 chris.hoisington@iowa.gov		Republic Companies (563) 690-2750 mcdermottl@republicco.com		Xcessories Squared (800) 621-7948 rjohnson@x-sqrd.com	
No.	Size (in)	Length (ft)	Gauge	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2	14	12	100	\$ 64.14	\$ 6,414.00	\$ 56.30	\$ 5,630.00	NO BID	\$ -	\$ 48.79	\$ 4,879.00
2	2	12	12	100	\$ 56.11	\$ 5,611.00	\$ 70.05	\$ 7,005.00			\$ 41.95	\$ 4,195.00
3	2	10	12	100	\$ 46.77	\$ 4,677.00	\$ 46.20	\$ 4,620.00			\$ 35.11	\$ 3,511.00
4	2.5	12	12	25	\$ 69.26	\$ 1,731.50	\$ 76.40	\$ 1,910.00			\$ 53.36	\$ 1,334.00
5	2.25	8	12	50	\$ 41.16	\$ 2,058.00	\$ 47.60	\$ 2,380.00		\$ -	\$ 32.06	\$ 1,603.00
TOTAL						\$20,491.50		\$21,545.00		\$0.00		\$15,522.00

Purchase Order

#: PO521

10/16/2023

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



Vendor

WORKSPACE INC
ACCOUNTS PAYABLE
1333 OHIO ST
DES MOINES IA 50314
United States

TOTAL

\$8,933.30

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

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

Department	Department Contact	Contact Telephone	Terms
40-PLANNING & DEVELOPMENT	ANDE HENDRICKS	(319) 540-5426	

Quantity	Units	Item	Description	Rate	Amount
16		529001 MINOR EQUIPMENT AND HAND TOOLS	HON Cipher task chair	\$530.57	\$8,489.12
1		529001 MINOR EQUIPMENT AND HAND TOOLS	Installation	\$444.18	\$444.18

Memo:

Total

\$8,933.30

Bill To

Linn County Planning & Development
935 2nd St SW
Cedar Rapids, IA 52404

Ship To



PO521

LINN COUNTY



PROCLAMATION

FIRST RESPONDERS' DAY

WHEREAS, first responders include 911 dispatchers, law-enforcement officers, professional and volunteer firefighters, professional and volunteer emergency medical services personnel, emergency management professionals, search and rescue teams, rescue pilots and divers, the National Guard, and members of other organizations in the public safety sector; and

WHEREAS, first responders risk their own safety in the performance of their duties to protect our citizens; and

WHEREAS, first responders are our first and best defense against all emergencies that threaten our communities; and

WHEREAS, first responders are ready to aid the people of Linn County 24 hours a day, seven days a week; and

WHEREAS, first responders are highly trained, specialized workers who contribute their excellent skills for the public good; and

WHEREAS, the members of first responder organizations undergo extensive education, training, and personal sacrifice in order to develop the expertise required to respond to emergency situations; and

WHEREAS, the Linn County Board of Supervisors thanks all first responders for their incredible and selfless contributions

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Linn County Board of Supervisors, do hereby recognize October 28, 2023 as FIRST RESPONDERS' DAY. All Linn County citizens are encouraged to pay tribute to the many First Responders for the vital public service they provide.

Linn County Board of Supervisors

Chairperson



Linn County Mental Health Access Center

Quarterly Report

July 1, 2023-September 30, 2023



Quarter 1 at a Glance



SUMMER/FALL
COMMUNITY
OUTREACH



EMS
TRANSPORTATION



COST OF
PREPAREDNESS

General Snapshot of Numbers

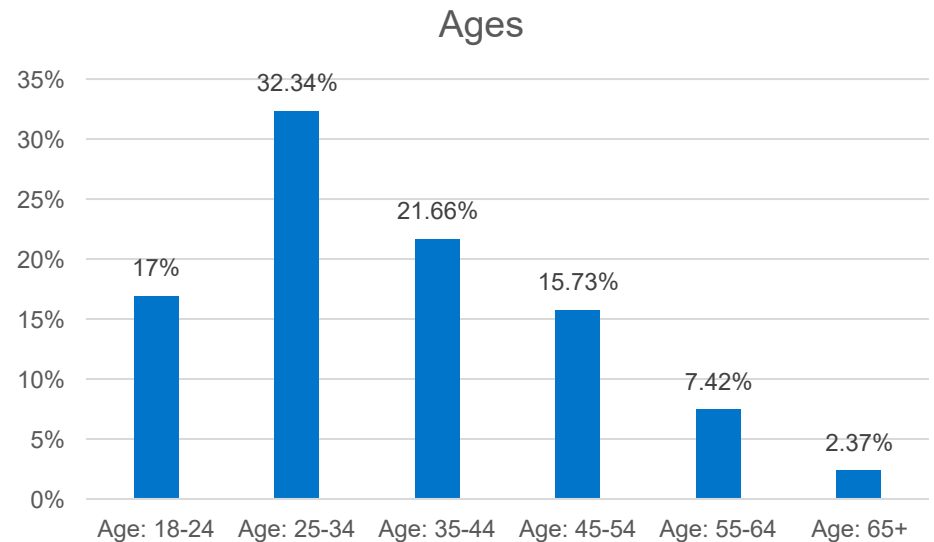
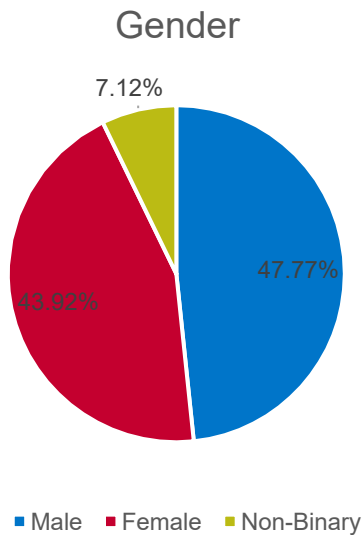
	Quarter 1	FY24 YTD
Walk In's	341	341
Law Enforcement Referrals	30	30
EMS Referrals	23* (Started in August)	23

Quarter 1 Triage Information



- 80% triaged within 90 Minutes
- Busiest Day: Wednesday
- Busiest Times: 80% present between 10:00-6:00

Demographics of Walk In Patients Quarter 1



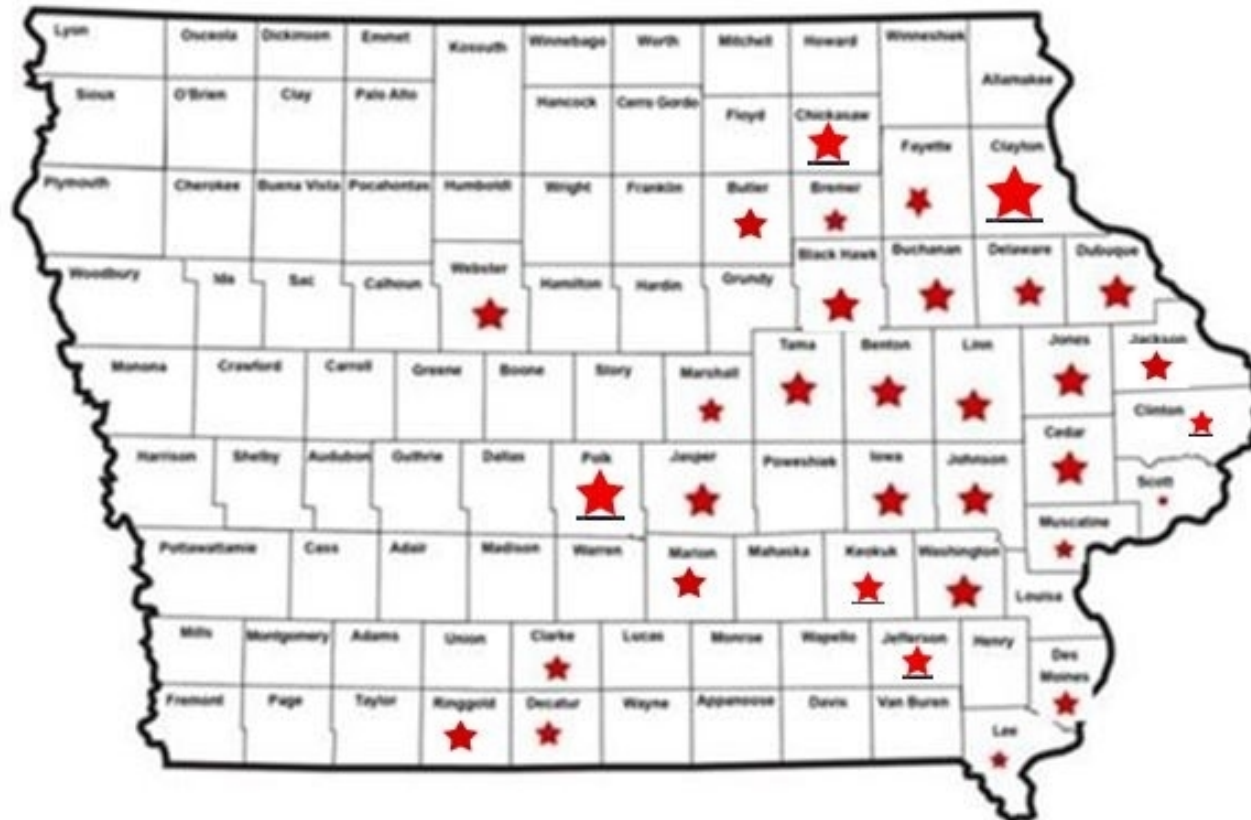
Quarter 1 Triage Referrals vs YTD

	Quarter 1	FY24 YTD
Crisis Stabilization	139*	139
CSCBS	11	11
Crisis Observation	9	9
Abbe Health Services	32	32
Sobering Unit	46*	46
Hospital	21*	21
Community Discharge	67	67

Quarter 1 Patient Residence

County	Amount
Linn County	297
Benton	7
Cedar	2
Chickasaw	1
Clinton	2
Delaware	2
Dubuque	2
Jackson	1
Johnson	8
Jefferson	2
Jones	2
Tama	1

Residence of Patients



Law Enforcement & EMS Referrals

Quarter 1	YTD
53	53

- Deferred from Jail
 - 10%
- Deferred from Hospital
 - 64%

Law Enforcement & EMS Referrals

- Average length of time at MHAC in Quarter 1
 - Under 6 Minutes*
- Departments using MHAC in Quarter 4
 - Area Ambulance* (42%)
 - Cedar Rapids Police Department
 - Marion Police Department
 - Mt. Vernon/Lisbon Police Department
 - 6th Judicial



Feedback from Post Discharge Follow Up

- 100% reported Mental Health Access Center staff were approachable and caring
- 100% reported Mental Health Access Center staff assisted with facilitating strong discharge plans
- When asked how likely they were to refer the MHAC to a friend or loved one, 93% of patients scored a 9 or higher on a scale of 1-10
- When asked if not for coming to the MHAC, what would patients have done to address their crisis:
 - 29% would not have sought any services
 - 29% would have called 911 or gone to ER on their own

Feedback from Post Discharge Follow Up

- When asked to rate the service received MHAC on a scale of 1-10, 93% rate an 8+
 - “Staff knew exactly what questions to ask so they could get genuine and truthful answers. I am glad I came today. I feel like this experience will really help me for the days to come.”
 - “The Staff have been a major factor to making me feel so welcome and worthy. Thank you all!”
 - “The hospitality here was awesome. I definitely recommend any adult having a crisis to come here for stabilization. 10/10. :)”

What's Coming



STRATEGIC
PLANNING



EMS STATE
WORK



LEGISLATIVE
WORK



WITHDRAWAL
MANAGEMENT
UPDATE

KIRKWOOD COMMUNITY COLLEGE CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (“AGREEMENT”) is made by and between
KIRKWOOD COMMUNITY COLLEGE (“KIRKWOOD”) and
Linn County Mental Health Access Center (“AGENCY”).

WHEREAS, KIRKWOOD, acting through its Allied Health Division, seeks to arrange a clinical facility in which to offer instruction at the above AGENCY for students enrolled in a health science program at KIRKWOOD; and

WHEREAS, AGENCY agrees to make clinical facilities available for students as may be enrolled in a health science program at KIRKWOOD; and

WHEREAS, KIRKWOOD may place students with AGENCY in one or more of the following programs or others to be mutually agreed upon by both parties: Dental Assisting, Dental Hygiene, and Dental Technology, Central Sterilization Service Technician, Certified Nurse Aide, Electroneurodiagnostic (END) Technology, EKG Technician, Emergency Medical Technician (EMT), Advanced EMT, Medical Assisting, Medical Laboratory Technician, Nursing, Occupational Therapy Assistant, Ophthalmic Assistant, Paramedic, Pharmacy Technician, Phlebotomy, Physical Therapist Assistant, Respiratory Therapist and Surgical Technology;

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to establish cooperative relationships and to outline the responsibilities of KIRKWOOD and the AGENCY as they contribute to student learning as follows:

- I. Term of AGREEMENT: This AGREEMENT shall begin on 11/10/2023 and continue through 11/09/2028, and shall automatically renew unless either party provides written notice of termination at least 90 days before the end of the current term. However, any student placed at AGENCY will be allowed to complete the experience.
- II. KIRKWOOD AGREES:
 1. To provide and designate in writing a faculty member or designate a mutually agreed upon AGENCY employee responsible for supervision of a given number of students enrolled in the program, including conferences, clinical experiences and evaluation. KIRKWOOD assigns the final grade.
 2. To plan student learning experiences and/or observations in cooperation with and through appropriate individuals within the AGENCY. Students shall be enrolled and in good academic standing in a health science program sponsored by KIRKWOOD.
 3. To comply with all federal, state, and local laws, ordinances or regulations, the Joint Commission (TJC), hospital-specific policies or other applicable accrediting body standards and accepted standards of practice applicable to student training. In the event of non-compliance AGENCY may, upon notice and an opportunity to cure, exclude any student or faculty from its premises in the event that such student or faculty's conduct or state of health is deemed detrimental to the proper administration of AGENCY.
 4. To assign students to the AGENCY in an amount that will not exceed the number cooperatively agreed upon without consent of the AGENCY.
 5. To prohibit discrimination on the basis of sex, race, creed, national origin, religion, sexual orientation, age, gender, gender identity, veteran status, genetic information, socioeconomic status, marital status or disability or on any other basis as prohibited by law. KIRKWOOD is an equal access/opportunity institution in compliance with state and federal laws.
 6. To provide professional liability insurance coverage up to \$1 million per incident/ \$3 million total specific to students enrolled through KIRKWOOD programs and employed clinical faculty appointed by KCC.
 7. To require that students: a) report illness and absence to KIRKWOOD faculty representative and/or clinical faculty supervisor, if applicable; b) wear the designated attire of KIRKWOOD and/or AGENCY; c) comply with the AGENCY and KIRKWOOD plan for reporting student accidents while in the AGENCY.
 8. To review and to require that all students and faculty maintain at a minimum a separate confidential medical file in order to meet compliance requirements of AGENCY, if any, for clinical rotations. See Schedule A for program-specific requirements for KIRKWOOD's Health Science programs. Documentation will be furnished to AGENCY by Student upon AGENCY request.

9. To inform its students and faculty that: (a) they must have and maintain their own health insurance, if required by the AGENCY or KIRKWOOD, and (b) they are responsible for medical expenses incurred as a result of illness or injury arising out of the clinical rotation.
10. To provide students with training in HIPAA, OSHA Blood-borne Pathogen Standards, standard precautions, Mandatory Child and Dependent Adult Abuse reporter training and the college exposure control plan and follow-up protocol.
11. To verify that each student and faculty member assigned to care for patients has on record a physical examination showing general good health, if required by AGENCY.
12. To ensure that all students have undergone criminal background and child/dependent adult abuse or neglect registry checks before they are assigned to AGENCY.
13. To ensure that all students and faculty are certified and current in Basic Cardiac Life Support for the Healthcare Provider prior to any clinical experience that involves direct patient contact, if required by AGENCY.
14. To comply with portions of AGENCY's compliance program that addresses the False Claims Act, administrative and state law remedies for false claims, AGENCY's policies and procedures for detecting and preventing fraud, waste, and abuse and the rights of employees to be protected as whistleblowers in relation thereto.
15. To the extent of any legal liability of KIRKWOOD for the negligent or tortious acts of its students and its employees, KIRKWOOD shall indemnify and save harmless AGENCY, its employees and agents from loss, damages, expenses, attorney fees and costs on account of the death, personal injury and property damage to any person.

III. THE AGENCY AGREES:

1. To synchronize experiences so as not to overlap or conflict with the instruction of students enrolled in other programs within the AGENCY and/or other affiliated groups.
2. To provide practical areas and observational opportunities within the clinical area.
To allow KIRKWOOD clinical faculty, in consultation with the appropriate AGENCY personnel, to select the patients or learning experiences for the student's clinical experience, taking into account the patient condition, skills of the student and the number of students that can be accommodated at the same time.
3. To retain full administrative, legal and supervisor responsibility for the quality of care given patient and family and/or direct or indirect care of patients.
4. That nothing contained herein shall be construed to require the AGENCY to provide facilities or personnel other than currently available at the AGENCY.
5. That the students do not displace employees, are not entitled to wages or benefits, and provide no immediate advantage to the AGENCY.
6. To make the AGENCY's exposure control plan, hazardous communication plan and chemical hygiene plan available to students.
7. To provide written notice to KIRKWOOD promptly if a claim arises involving a student.
8. To the extent of any legal liability of AGENCY for the negligent or tortious acts of its employees, AGENCY shall indemnify and save harmless KIRKWOOD, its employees and agents from loss, damage expenses, attorney fees, and costs on account of the death, personal injury and property damage to any person(s).
9. To provide a general orientation or an informational packet to students that may include, but will not be limited to, review of AGENCY's policies and procedures, its compliance requirements, and preparation information for clinical experience.

IV. KIRKWOOD AND THE AGENCY AGREE:

1. The personnel of the AGENCY and the faculty of KIRKWOOD will maintain communications and cooperate in the development of educational experiences for students and the concurrent and terminal evaluation of the experiences.
2. To contribute toward the promotion of a team-oriented atmosphere conducive to learning and patient care by a mutual exchange of information, planning and evaluation on a regular basis.
3. During the time of their clinical experience, students are employees of neither KIRKWOOD nor the AGENCY when assigned to the facility for educational purposes only. Students are subject to all of the program's curriculum requirements and restrictions.
4. Any services provided by students should be planned, implemented and supervised to complement the applicable KIRKWOOD program, which combines academic instruction with hands-on experiences.

5. That either party may terminate this AGREEMENT within 30 days of a written notice for any reason. That either party may require the withdrawal of any student from the clinical area, whose conduct or health may have a detrimental effect on patients or personnel of the AGENCY after conferring with the student.
6. To share information if a claim arises involving a student in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
7. That this AGREEMENT does not pertain or apply to any activities that may be conducted by or through KIRKWOOD clubs or by KIRKWOOD students volunteering with AGENCY and AGENCY acknowledges that the provisions of the AGREEMENT do not apply to volunteer activities conducted through KIRKWOOD or by KIRKWOOD students volunteering at AGENCY.
8. That many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally to comply with FERPA, consent must be obtained from a student before that student's specific data covered by FERPA can be released to anyone other than KIRKWOOD. KIRKWOOD agrees to assist AGENCY with respect its compliance with FERPA. KIRKWOOD shall maintain all educational records and reports relating to the Program, and AGENCY shall have no responsibility for these reports other than those agreed-upon reports from clinical supervisors which are necessary to KIRKWOODs monitoring of student progress.'

V. MISCELLANEOUS.

1. Governing Law. The laws of the state of Iowa will govern this AGREEMENT.
2. Venue. Venue shall be proper only in Linn County, Iowa.
3. Amendment. Any amendment of this AGREEMENT is not effective unless it is in writing and signed by each of the parties.
4. Waiver. Waiver of any provision(s) of this AGREEMENT is not effective unless the waiver is in writing and signed by the party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.
5. Reformation. The provisions of this AGREEMENT will be deemed severable and if any part of any provision is determined to be unenforceable, the provision may be changed to the extent reasonably necessary to make the provision, as so changed, enforceable.
6. Severability. If any provision of this AGREEMENT is determined to be unenforceable, the remaining provisions of this AGREEMENT will not in any way be affected or impaired, but will remain binding in accordance with their terms.
7. Headings. The descriptive headings of the Sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any provision.
8. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, to AGENCY or KIRKWOOD at the addresses below or upon actual receipt by the other party. Facsimile notices shall be delivered during the receiving party's normal business hours and shall be effective only if the sending party maintains written confirmation of facsimile receipt. Either party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

AGENCY: NAME AND ADDRESS:
Linn County Mental Health Access Center
501 13th Street NW
Cedar Rapids, IA 52405
ATTN: Erin Foster

KIRKWOOD: NAME AND ADDRESS:
Kirkwood Community College
6301 Kirkwood Blvd. SW
Cedar Rapids, IA 52404
ATTN: Cindy Erenberger

9. Enforceability. This AGREEMENT is intended for the benefit of the parties only. There are no other intended third-party beneficiaries.
10. Presumption. There is no presumption for or against either party as a result of such party being the principal drafter of this AGREEMENT.
11. Entire Agreement. This AGREEMENT, including all Schedules and Exhibits, if any, referenced herein, constitutes the entire AGREEMENT between the parties concerning the subject matter herein. This AGREEMENT supersedes all prior and concurrent negotiations, agreements and understandings between the parties, whether oral or in writing, concerning the subject matter hereof.
12. Assignment. This AGREEMENT may not be assigned, except by AGENCY to a parent, subsidiary, successor, or affiliated entity, without the written consent of the parties. Subject to the foregoing limitation upon assignment, this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties.
13. Authority. Each party represents and warrants that it has the full power and authority to enter into this AGREEMENT, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This AGREEMENT has been duly executed and delivered by a duly authorized representative of each and it constitutes each party's valid and binding obligation, enforceable in accordance with its terms.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be duly executed by their proper officials. Specific information pertaining to departments within the AGENCY and programs with KIRKWOOD are attached in addendums.

***The academic program will be in contact with the specific department of student placement. That department must grant permission to accept students.*

AGENCY NAME

KIRKWOOD COMMUNITY COLLEGE

Linn County Mental Health Access
Center

SIGNATURE

SIGNATURE, ALLIED HEALTH DEAN

PRINT NAME

PRINT NAME

SIGNATURE, BOARD SECRETARY

PRINT NAME

KEY

X	Compliance item for program
	NOT a compliance item for program

Kirkwood Health Science Programs	Kirkwood Health Science Compliance Requirements by Program*									
	Health Insurance	Hepatitis B	Influenza	Measles, Mumps, & Rubella (MMR)	Physical Exam	Tetanus, Diphtheria, & Pertussis (Tdap or Td)	Tuberculosis (TB)	Varicella (Chicken Pox)	COVID Vaccine	Other
Advanced EMT		X	X	X	X	X	X	X	X	
Central Sterilization Service Technician		X	X	X	X	X	X	X	X	
Certified Nurse Aide			X				X		X	
Dental Assisting	X	X		X	X	X	X	X		
Dental Hygiene	X	X		X	X	X	X	X		
Dental Technology	X	X		X	X	X	X	X	X	
EKG Technician		X	X	X	X	X	X	X	X	
Electroneurodiagnostic Technology	X	X	X	X	X	X	X	X	X	
Emergency Medical Technician (EMT)		X	X	X	X	X	X	X	X	
Medical Assisting	X	X	X	X	X	X	X	X	X	
Medical Laboratory Technology	X	X		X	X	X	X	X	X	
Nursing	X	X	X	X	X	X	X	X	X	
Occupational Therapy Assistant	X	X	X	X	X	X	X	X	X	
Ophthalmic Assistant		X	X	X	X	X	X	X	X	
Paramedic		X	X	X	X	X	X	X	X	
Pharmacy Technician		X	X	X	X	X	X	X	X	
Phlebotomy		X	X	X	X	X	X	X	X	
Physical Therapist Assistant	X	X	X	X	X	X	X	X	X	
Respiratory Therapist	X	X	X	X	X	X	X	X	X	
Surgical Technology	X	X	X	X	X	X	X	X	X	

* For some of Kirkwood's health science compliance requirements, an exemption or waiver could be requested by the student due to medical, religious, or personal reasons.

PROJECT #	ORGANIZATION NAME	PROJECT NAME	EXPENSES	AWARDED AMOUNT
ARPA2023-001	LC - TREASURER	PROTECTIVE GLASS		\$ 227,500.00
ARCHITECT	EMERGENT ARCHITECTURE		\$ 18,777.00	
GENERAL CONTRACTOR	UNZEITIG CONSTRUCTION		\$ 214,400.00	
ACCESSIBILITY CONSULTING	THE W-T GROUP, LLC		\$ 668.25	
		TOTAL CONTRACTS & EXPENSES		\$ 233,845.25
				<u>\$ 6,345.25</u>
				OVER BUDGET

**LINN COUNTY
FISCAL YEAR 2024 BUDGET APPROPRIATIONS
RESOLUTION NO.:**

Expenditures cannot exceed the following fiscal year 2024 appropriations by organization:

1	BOARD OF SUPERVISORS	\$	23,596,828
2	AUDITOR		3,258,838
3	RECORDER		1,822,345
4	TREASURER		4,027,343
5	COUNTY ATTORNEY		5,979,253
6	IT		4,328,340
9	RISK		398,981
10	CIVIL SERVICE		19,244
11	HUMAN RESOURCES		1,091,201
12	FACILITIES		3,164,282
13	FACILITIES - BOARD BUILDINGS		1,451,292
14	FINANCE & BUDGET		793,606
15	SUSTAINABILITY		163,208
16	PURCHASING		505,108
21	SHERIFF		30,379,603
24	MEDICAL EXAMINER		860,800
27	COURT EXPENSE		32,500
29	JUVENILE JUSTICE		213,479
30	DHS - STATE WELFARE		307,077
33-34	LCCS		12,306,978
35	YOUTH SERVICES		4,846,805
36	VETERAN AFFAIRS		610,874
37	PUBLIC HEALTH		7,762,893
40	PLANNING & DEVELOPMENT		1,843,000
42	LIFTS		2,194,014
45	SOIL CONSERVATION		216,351
46	CONSERVATION		18,769,642
61	ENGINEER		26,034,871
65	CIP		9,010,424
86	BONDS		5,794,177
			\$ 171,783,357

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

Aye: _____

Nay: _____

Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor