BOARD OF SUPERVISORS
District 1 | **Stacey Walker**
District 2 | **Ben Rogers**
District 3 | **Louis J. Zumbach**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000 | FAX: 319-892-5009
LinnCounty.org

LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA

Wednesday, November 3, 2021
11 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

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

Consent Agenda

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

Approve and authorize Chair to sign a Vacancy Form requesting a cook for the Child Development Center

Approve and authorize Chair to sign a Vacancy Form requesting two Deputies for the Sheriff's Office

Reports

Resolutions

Resolution authorizing conveyance to Jeremy J. and Erin L. Brown, whatever interest Linn County may have in vacated right-of-way as follows: The north 128 feet of the west 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Recorder's Office, lying south of Waubeek Road ROW. Located in Original Town of Waubeek, Section 19, T.85N, R.05W, Linn County, Iowa. Said area is subject to easements and restrictions of record or use.

Resolution authorizing Chair to sign Quit Claim Deed conveying Linn County, Iowa's interest to Jeremy J. and Erin L. Brown, whatever interest Linn County may have in vacated right-of-way as follows: The north 128 feet of the west 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Recorder's Office, lying south of Waubeek Road ROW. Located in Original Town of Waubeek, Section 19, T.85N, R.05W, Linn County, Iowa. Said area is subject to easements and restrictions of record or use.

Resolution and contract approving the appointment of Special Prosecutor Linn County Attorney, Adam Vander Stoep

Resolution to approve revision 0.2 of the 2022 Secondary Road Five Year Construction Program with the Iowa Department of Transportation.

Contract and Agreements

Approve and authorize Chair to sign Pre-Employment Training Agreements, as new employees, for the Sheriff's department as follows: Nicholas McClain $34,750.99; Valerie Mensen $34,750.99; Korey Ryan $34,750.99; Austin Whiting $31,895.22; Philip Williams $32,020.73

Approve and authorize Chair to sign a Quit Claim Deed to Jeremy J. and Erin L. Brown, whatever interest Linn County may have in vacated right-of-way as follows: The north 128 feet of the west 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Recorder's Office, lying south of Waubeek Road ROW. Located in Original Town of Waubeek, Section 19, T.85N, R.05W, Linn County, Iowa. Said area is subject to easements and restrictions of record or use.

Approve and authorize Chair to sign an IDOT Final Contract Construction Voucher for project BRS-SWAP-C057(143)--FF-57, bridge replacement on Central City Road over West Otter Creek.

Approve and authorize Chair to sign a Strategic Project Agreement between Options of Linn County and the MH/DS of the East Central Region for the period of Oct. 28th through June 30th, 2022 for a total contract total equaling $100,000 for programming support purchases.

Approve and authorize Chair to sign a Strategic Project Agreement between Mental Health Access Center and the MH/DS of the East Central Region for the period of October 28, 2021 through June 30, 2022 to provide support for fund balance projects at the Mental Health Access Center.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Claims
Discuss and decide on claims.

Discuss and decide on a Vacancy Form requesting a new Ryan White Options Counselor position for the Linn County Ryan White Program.

Approve and authorize Chair to sign a real estate purchase agreement (offer) to acquire 9 acres for the Linn County Secondary Road District 1 maintenance shop.

Discuss and decide on adding Juneteenth as an additional County Holiday

Discuss and decide on Fiscal Year 2023 budget initiatives and guidelines

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

Board Member Reports

Correspondence

Appointments

Adjournment

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

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org

VACANCY FORM

SELECT ONE:

☐ **NEW POSITION**

☑ **REPLACEMENT**
REPLACES: Center Aide

SELECT ONE:

☐ **NEW JOB CLASSIFICATION**

☑ **EXISTING JOB CLASSIFICATION**

JOB TITLE: Cook

DEPARTMENT: Child Development Center-CSS

SHIFT/HOURS: 8:00 am-2:00 pm M-F

VACANCY DATE: 10-11-2021

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☑ OTHER: Reclassification of Center Aide position due to actual responsibilities being cook.

NEW POSITION FUNDING SOURCE(S): The funding is coming from cost savings associated with vacant child care worker substitute positions. We had 3 subs who have left our center for other positions at 12 hours each.

POST TO INSIDE: ☑ YES ☐ NO

ADVERTISE: ☑ YES ☐ NO

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

POSITION TYPE:

☐ FULL-TIME ☑ PART-TIME 30 # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

☐ BARGAINING UNIT: ☐ Clerical ☑ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: David Nissen — 10/12/21
DEPARTMENT HEAD (original signature required) — DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Powell — 10-20-21
HUMAN RESOURCES DIRECTOR — DATE

APPROVED BY: [signature] — 10/21/2021
FINANCE/BUDGET DIRECTOR — DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS — DATE

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org

VACANCY FORM

SELECT ONE:

☑ **NEW POSITION** ☐ **REPLACEMENT**

REPLACES: _____

SELECT ONE:

☐ **NEW JOB CLASSIFICATION** ☑ **EXISTING JOB CLASSIFICATION**

JOB TITLE: Deputy

DEPARTMENT: Sheriff Office **SHIFT/HOURS:** TBD

VACANCY DATE: 10/6/21 **NUMBER OF POSITIONS:** 2

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER
☐ GRANT FUNDING
☑ OTHER: OVER HIRE DUE TO LENGTHY TRAINING PROCESS

NEW POSITION FUNDING SOURCE(S):

FUNDS CURRENTLY AVAILABLE IN BUDGET TO COVER COST

POST TO INSIDE: ☐ YES ☑ NO **ADVERTISE:** ☑ YES ☐ NO

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

POSITION TYPE:

☑ FULL-TIME ☐ PART-TIME ____# of hours/week ☐ TEMPORARY/SEASONAL
☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED
☑ BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☑ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: _____ 10/6/21
DEPARTMENT HEAD (original signature required) DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D Powell 10-26-21
HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: _____ 10/27/21
FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS DATE

Prepared By & Return To: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302 (319) 892-6400

RESOLUTION
AUTHORIZE CONVEYANCE OF VACATED RIGHT-OF-WAY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under §331.361, Code of Iowa, to dispose of the interest of Linn County, in real property, and,

WHEREAS, the Board of Supervisors, Linn County, Iowa, has vacated the portions of right-of-way described as:

LEGAL DESCRIPTION

The north 128 feet of the west 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Recorders Office, lying south of Waubeek Road ROW. Located in Original Town of Waubeek, Section 19, T.85N, R.05W, Linn County, Iowa. Said area is subject to easements and restrictions of record or use.

and,

WHEREAS, Jeremy J. and Erin L Brown, owner of real property adjacent to the above described parcel of vacated right-of-way desire to obtain whatever interest Linn County, Iowa may have in the above described parcel of vacated right-of-way, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, has pursuant to §331.361, Code of Iowa, conducted a public hearing upon the proposal to convey by quit claim deed whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way shall be conveyed to Jeremy J. and Erin L. Brown, owner of real property adjacent to the above described vacated right-of-way, by quit claim deed.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Supervisors, Linn County, Iowa, hereby authorize to execute said quit claim deed conveying whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way to Jeremy J. and Erin L. Brown.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of_____, 20____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

_____
Chairperson

_____
Vice Chairperson

_____
Supervisor

ATTEST:

_____
Linn County Auditor

STATE OF IOWA)
COUNTY OF LINN)SS

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

_____
Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 20___.

_____
Notary Public, State of Iowa

Prepared By & Return To: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302 (319) 892-6400

RESOLUTION # _____

APPROVE QUIT CLAIM DEED

WHEREAS, there is presented to the Board of Supervisors, Linn County, Iowa, for its approval, a quit claim deed executed and acknowledged by _____, Chairperson of the Board of Supervisors, Linn County, Iowa, and _____, County Auditor of Linn County, Iowa, conveying the interests of Linn County, Iowa, to Jeremy J. and Erin L. Brown, and

WHEREAS, said deed conveys the following real estate described as follows:

LEGAL DESCRIPTION

The north 128 feet of the west 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Recorders Office, lying south of Waubeek Road ROW. Located in Original Town of Waubeek, Section 19, T.85N, R.05W, Linn County, Iowa. Said area is subject to easements and restriction of record or use.

and

WHEREAS, said deed was executed by _____, Chairperson of the Board of Supervisors, Linn County, Iowa, and _____, County Auditor of Linn County, Iowa, pursuant to resolution _____ adopted by the Board of Supervisors, Linn County, Iowa, on the _____ day of _____, 20____.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session, that the above described quit claim deed, dated the ____ day of _____, 20___, conveying whatever interest Linn County, Iowa, may have, to Jeremy J. and Erin L. Brown, be and the same is hereby approved.

Resolved this _____ day of _____, 20____, at Cedar Rapids, Iowa.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

_____
Chairperson

_____
Vice Chairperson

_____
Supervisor

ATTEST:

_____
Linn County Auditor

STATE OF IOWA)
COUNTY OF LINN)SS

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

_____
Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this _____ day of _____,20_____.

_____
Notary Public, State of Iowa

RESOLUTION #_____

RESOLUTION APPROVING APPOINTMENT OF SPECIAL PROSECUTOR LINN COUNTY ATTORNEY

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Jerry Vander Sanden, Linn County Attorney, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Adam Vander Stoep, for appointment as Special Prosecutor Linn County Attorney, and

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

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Adam Vander Stoep as Special Prosecutor Linn County Attorney by Jerry Vander Sanden, Linn County Attorney, is hereby approved.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of _____, 2021.

LINN COUNTY BOARD OF SUPERVISORS

_____

AYE:
NAY:
ABSTAIN: _____

_____

RESOLUTION #_____

ATTEST:

_____
JOEL D. MILLER, Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

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

_____
JOEL D. MILLER

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 2021.

_____
NOTARY PUBLIC – State of Iowa

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

This Agreement entered into this 27th day of October, 2021, between Linn County, Iowa and the Linn County Attorney (hereinafter referred to as "County"), the United States Attorney's Office for the Northern District of Iowa (hereinafter referred to as "U.S."), and Adam J. Vander Stoep, an attorney licensed and duly appointed by the United States Attorney's Office as a Special Assistant U.S. Attorney (hereinafter referred to as "Vander Stoep") pursuant to the Midwest High Intensity Drug Trafficking Areas (HIDTA). The Midwest HIDTA Special Assistant United States Attorney (SAUSA) Initiative is designed to enhance the resources of the U.S. Attorney's office to ensure that additional methamphetamine other drug-related cases are aggressively prosecuted at the federal or state level. The Midwest HIDTA funded SAUSA under this agreement will be cross-designated to assist state prosecutors (County) in addition to the U.S.

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

I. VANDER STOEP AGREES TO:

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

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

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

II. U.S. AGREES TO:

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

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

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

III. COUNTY AGREES TO:

A. **Salary**. Pay to Vander Stoep for services provided as set forth in Section I(A) of this Agreement and as designated by U.S., an annual salary of $70,000. Said salary may be increased during the term of this Agreement at the sole discretion of U.S. The Midwest HIDTA Northern Iowa SAUSA Initiative falls under the direction of the United States Attorney. These programs are responsible for reimbursing the County for all expenses related to the employment of Vander Stoep, including salary, benefits and other expenses. Reimbursement is processed through the funds assigned to the HIDTA Program, specifically for the SAUSA initiatives. The County shall submit application for reimbursement to the U.S. for all funds paid to Vander Stoep in the form of salary, benefits, and other expenses on a monthly basis. Upon review, the U.S. will forward the approved applications to the appropriate entities for reimbursement to be paid by the appropriate entities directly to the County. The County shall provide necessary accounting information directly to HIDTA program staff for the appropriate reimbursement through direct deposit.

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

1. **Paid Leave Policy**. The Paid Leave Policy combines the benefits of paid sick leave, vacation and personal days. The Paid Leave Policy is comprised of (1) Short Term Leave and (2) Long Term Illness/Injury Leave. Vander Stoep's vacation and personal leave accumulation at the time of implementation of the Policy will be as set forth in the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated **July 1, 2018 - June 30, 2019**, Paid Leave Policy Section, Pages 5-8, and by this reference incorporated herein as if set forth verbatim herein. This policy does not supersede any federal laws including the Family and Medical Leave Act (FMLA). See, Family and Medical Leave Act section as set forth in the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated **July 1, 2018 - June 30, 2019**, Family and Medical Leave Act, Pages 5-8, and by this reference incorporated herein as if set forth verbatim herein.

2. **Holidays**. There shall be eleven (11) regular paid holidays each calendar year. The parties agree that the days Vander Stoep utilizes as the paid holidays shall be adjusted to coincide with the legal holidays observed by the U.S. Attorney's Office.

3. **Other Leave**. Vander Stoep shall be entitled to the Family and Medical Leave Act, Military Leave, Court and Jury Leave, Bereavement Leave, Professional Leave and On-the-Job Injuries Leave benefits provided to County employees as set forth in the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated **July 1, 2018 - June 30, 2019**, Pages 13-14, and by this reference incorporated herein as if set forth verbatim herein.

4. **Group Insurance**. Vander Stoep shall be offered the County's group health, dental and life insurance policies as set forth in the Group Insurance section of the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated **July 1, 2018 - June 30, 2019**, Pages 15-17, and by this reference incorporated herein as if set forth verbatim herein.

IV. ADMINISTRATION:

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

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

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

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

V. TERM OF THIS AGREEMENT:

1 This Agreement shall commence on/about January 10, 2022, and shall be in effect until on/about January 9, 2024, unless terminated earlier by any party to this Agreement. The agreement may also be extended with the concurrence of all parties to this Agreement.

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

VI. EFFECTIVE DATE:

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

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

LINN COUNTY, IOWA

BY: _____

CHAIRPERSON, LINN COUNTY BOARD OF SUPERVISORS

_____

Date

BY: Jerry Vander Sanden

_____

LINN COUNTY ATTORNEY

10/29/21

Date

UNITED STATES ATTORNEY FOR THE NORTHERN DISTRICT OF IOWA

BY: Sean Berry Digitally signed by SEAN BERRY Date: 2021.10.28 08:42:04 -05'00'

SEAN R. BERRY
ACTING UNITED STATES ATTORNEY

10/28/2021

Date

BY: Adam Vander Stoep

Adam J. Vander Stoep

10/27/2021

Date

2022 County Five Year Program Resolution 0.2

Linn County Secondary Roads

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed workplan.

The Board of Supervisors of Linn County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2022), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following projects shall be ADDED to the Program's Accomplishment year:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Total
FM-C057(153)--55-57 FM-C057(153)--55-57 37755	On JORDANS GROVE RD, from COUNTY HOME RD to WAUBEEK RD S36 T85 R06 GRADING AND CULVERTS	45 5.015 miles	352 Excavation FM	$1,800,000
L-C057(S 31ST)--73 -57 L-SIGNAL S 31ST ST(22) 48358	On S 31ST ST at HWY 100, S8 T83 R06 TRAFFIC SIGNAL AND TURN LANE AT S 31ST ST AND HWY 100. CITY OF MARION IS LEAD ON THE PROJECT. TSIP FUNDING, CITY OF MARION AND LINN COUNTY.	187 0.000 miles	367 PCC Paving Local	$115,000

	Accomplishment Year		
Fund	Previous Amount	New Amount	Net Change
Local	$1,902,000	$2,017,000	$115,000
Farm-to-Market	$500,000	$2,300,000	$1,800,000
Special	$5,015,000	$5,015,000	$0
SWAP	$0	$0	$0
Federal Aid	$8,000	$8,000	$0
Totals	$7,425,000	$9,340,000	$1,915,000

Recommended

County Engineer

10/29/2021
Date

Approved

Chair Board of Supervisors

Date

Attested

I,_____, Auditor in and for Linn County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Linn County, Iowa, at its meeting held on the_____day of_____, _____

County Auditor

Generated on 10/28/2021 10:41 AM

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the "employing agency" and **Nicholas McClain** hereinafter referred to as the "recruit". In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit's employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit "A" which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of **$34,750.99** is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit's obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit's service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. Monthly payments shall begin within thirty days of acceptance of employment with a different law enforcement agency and shall be in an amount not less than 1/48th of the total liquidated damages amount agreed to and shall continue each month thereafter until the reimbursement amount is paid in full.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2).

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the:

25th day of February, 2019.

Lisa D. Powell
Linn County Employee Relations Manager

10-26-21
Date

Chair, Linn County Board of Supervisors

Date

Employee

Date 25 Feb 19.

Witness to Employee's signature

Date 2-25-19

Exibit "A"

The following is an itemized list of expenses acquired to send a Deputy to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

			Single Empl.	Married Empl.
1	Tuition		$6,240.00	$6,240.00
	Consolidated Foods (15 wks)		$1,287.41	$1,287.41
	Defensive Tactics Uniforms		$225.00	$225.00
	Taser Certification		$225.00	$225.00
		Total	$7,977.41	$7,977.41
11	Deputy's wages and benefits for one year:			
	Starting base wage		$56,680.00	$56,680.00
	Jail Premium pay		$520.00	$520.00
	Cleaning allowance		$150.00	$150.00
	Blue Cross & Blue Shield		$8,268.00	$18,072.00
	Delta Dental Insurance		$624.00	$720.00
	Long term Disability Insurance		$208.00	$208.00
	Life Insurance ($15,000.00) policy		$43.00	$43.00
	Iowa Public Employee Retirement System		$5,390.26	$5,390.26
	Social Security/Medicare		$4,375.80	$4,375.80
		For one year: Total	$76,259.06	$86,159.06
	15 Week Academy	Total	$21,997.81	$24,853.58
111	Transportation to and from Johnston, Iowa (ILEA) 240 miles (round trip) (X) 16 trips = 3,840 miles. 3840 miles (X) .50 cents/ mile =		$1,920.00	$1,920.00
1V	TOTALS:	Academy Costs:	$7,977.41	$7,977.41
		Wage and Benefits for one quarter	$21,997.81	$24,853.58
		Transportation costs:	$1,920.00	$1,920.00
		GRAND TOTAL	**$31,895.22**	**$34,750.99**

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the "employing agency" and **Valerie Mensen** hereinafter referred to as the "recruit". In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit's employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit "A" which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of **$34,750.99** is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit's obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit's service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. Monthly payments shall begin within thirty days of acceptance of employment with a different law enforcement agency and shall be in an amount not less than 1/48th of the total liquidated damages amount agreed to and shall continue each month thereafter until the reimbursement amount is paid in full.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2).

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the:

18th day of March, 2019.

Lisa D Powell
Linn County Employee Relations Manager

10-26-21
Date

Chair, Linn County Board of Supervisors

Date

Employee

Date 3-18-19

Witness to Employee's signature

Date 3-18-19

Exibit "A"

The following is an itemized list of expenses acquired to send a Deputy to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

			Single Empl.	Married Empl.
1	Tuition		$6,240.00	$6,240.00
	Consolidated Foods (15 wks)		$1,287.41	$1,287.41
	Defensive Tactics Uniforms		$225.00	$225.00
	Taser Certification		$225.00	$225.00
		Total	$7,977.41	$7,977.41
11	Deputy's wages and benefits for one year:			
	Starting base wage		$56,680.00	$56,680.00
	Jail Premium pay		$520.00	$520.00
	Cleaning allowance		$150.00	$150.00
	Blue Cross & Blue Shield		$8,268.00	$18,072.00
	Delta Dental Insurance		$624.00	$720.00
	Long term Disability Insurance		$208.00	$208.00
	Life Insurance ($15,000.00) policy		$43.00	$43.00
	Iowa Public Employee Retirement System		$5,390.26	$5,390.26
	Social Security/Medicare		$4,375.80	$4,375.80
		For one year: Total	$76,259.06	$86,159.06
	15 Week Academy	Total	$21,997.81	$24,853.58
111	Transportation to and from Johnston, Iowa (ILEA) 240 miles (round trip) (X) 16 trips = 3,840 miles. 3840 miles (X) .50 cents/ mile =		$1,920.00	$1,920.00
1V	TOTALS:	Academy Costs:	$7,977.41	$7,977.41
		Wage and Benefits for one quarter	$21,997.81	$24,853.58
		Transportation costs:	$1,920.00	$1,920.00
		GRAND TOTAL	**$31,895.22**	**$34,750.99**

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the "employing agency" and **Korey Ryan** hereinafter referred to as the "recruit". In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit's employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit "A" which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of **$34,750.99** is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit's obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit's service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. Monthly payments shall begin within thirty days of acceptance of employment with a different law enforcement agency and shall be in an amount not less than 1/48th of the total liquidated damages amount agreed to and shall continue each month thereafter until the reimbursement amount is paid in full.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2).

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the:

26th day of August, 2019.

Lisa D. Powell
Linn County Employee Relations Manager

10/26/21
Date

Chair, Linn County Board of Supervisors

Date

Employee

Date 8-26-19

Witness to Employee's signature

Date 8/26/19

Exibit "A"

The following is an itemized list of expenses acquired to send a Deputy to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

			Single Empl.	Married Empl.
1	Tuition		$6,240.00	$6,240.00
	Consolidated Foods (15 wks)		$1,287.41	$1,287.41
	Defensive Tactics Uniforms		$225.00	$225.00
	Taser Certification		$225.00	$225.00
		Total	$7,977.41	$7,977.41
11	Deputy's wages and benefits for one year:			
	Starting base wage		$56,680.00	$56,680.00
	Jail Premium pay		$520.00	$520.00
	Cleaning allowance		$150.00	$150.00
	Blue Cross & Blue Shield		$8,268.00	$18,072.00
	Delta Dental Insurance		$624.00	$720.00
	Long term Disability Insurance		$208.00	$208.00
	Life Insurance ($15,000.00) policy		$43.00	$43.00
	Iowa Public Employee Retirement System		$5,390.26	$5,390.26
	Social Security/Medicare		$4,375.80	$4,375.80
		For one year: Total	$76,259.06	$86,159.06
	15 Week Academy	Total	$21,997.81	$24,853.58
111	Transportation to and from Johnston, Iowa (ILEA) 240 miles (round trip) (X) 16 trips = 3,840 miles. 3840 miles (X) .50 cents/ mile =		$1,920.00	$1,920.00
1V	TOTALS:	Academy Costs:	$7,977.41	$7,977.41
		Wage and Benefits for one quarter	$21,997.81	$24,853.58
		Transportation costs:	$1,920.00	$1,920.00
		GRAND TOTAL	**$31,895.22**	**$34,750.99**

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the "employing agency" and **Austin Whiting** hereinafter referred to as the "recruit". In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit's employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit "A" which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of **$ 31,895.22** is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit's obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit's service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. Monthly payments shall begin within thirty days of acceptance of employment with a different law enforcement agency and shall be in an amount not less than 1/48th of the total liquidated damages amount agreed to and shall continue each month thereafter until the reimbursement amount is paid in full.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2).

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the:

19th day of August, 2019.

Lisa D. Powell
Linn County Employee Relations Manager

10-26-21
Date

Chair, Linn County Board of Supervisors

Date

Austin W Whiting
Employee

Date 8/19/19

Witness to Employee's signature

Date 8/19/19

Exibit "A"

The following is an itemized list of expenses acquired to send a Deputy to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

			Single Empl.	Married Empl.
1	Tuition		$6,240.00	$6,240.00
	Consolidated Foods (15 wks)		$1,287.41	$1,287.41
	Defensive Tactics Uniforms		$225.00	$225.00
	Taser Certification		$225.00	$225.00
		Total	$7,977.41	$7,977.41
11	Deputy's wages and benefits for one year:			
	Starting base wage		$56,680.00	$56,680.00
	Jail Premium pay		$520.00	$520.00
	Cleaning allowance		$150.00	$150.00
	Blue Cross & Blue Shield		$8,268.00	$18,072.00
	Delta Dental Insurance		$624.00	$720.00
	Long term Disability Insurance		$208.00	$208.00
	Life Insurance ($15,000.00) policy		$43.00	$43.00
	Iowa Public Employee Retirement System		$5,390.26	$5,390.26
	Social Security/Medicare		$4,375.80	$4,375.80
		For one year: Total	$76,259.06	$86,159.06
	15 Week Academy	Total	$21,997.81	$24,853.58
111	Transportation to and from Johnston, Iowa (ILEA) 240 miles (round trip) (X) 16 trips = 3,840 miles. 3840 miles (X) .50 cents/ mile =		$1,920.00	$1,920.00
1V	TOTALS:	Academy Costs:	$7,977.41	$7,977.41
		Wage and Benefits for one quarter	$21,997.81	$24,853.58
		Transportation costs:	$1,920.00	$1,920.00
		GRAND TOTAL	**$31,895.22**	**$34,750.99**

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the "employing agency" and **Philip Williams** hereinafter referred to as the "recruit". In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit's employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit "A" which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of **$ 32,020.73** is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit's obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit's service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. Monthly payments shall begin within thirty days of acceptance of employment with a different law enforcement agency and shall be in an amount not less than 1/48th of the total liquidated damages amount agreed to and shall continue each month thereafter until the reimbursement amount is paid in full.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2).

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the:

11th day of February, 2019.

Lisa D. Powell
Linn County Employee Relations Manager

10-26-21
Date

Chair, Linn County Board of Supervisors

Date

Philip W. Williams
Employee

Date 2/11/19

Witness to Employee's signature

Date 2/11/19

Exibit "A"

The following is an itemized list of expenses acquired to send a Deputy to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

			Single Empl.	Married Empl.
1	Tuition		$6,240.00	$6,240.00
	Consolidated Foods (14 wks)		$1,287.41	$1,287.41
	Defensive Tactics Uniforms		$225.00	$225.00
	Criminal Law/Motor Vehicle Handbook		$131.50	$131.50
	Taser Certification		$225.00	$225.00
	Pursuit Intervention Technique (P.I.T.)		$100.00	$100.00
		Total	$8,208.91	$8,208.91
11	Deputy's wages and benefits for one year:			
	Starting base wage		$55,161.60	$55,161.60
	Jail Premium pay		$520.00	$520.00
	Cleaning allowance		$150.00	$150.00
	Blue Cross & Blue Shield		$6,984.00	$15,144.00
	Delta Dental Insurance		$528.00	$624.00
	Long term Disability Insurance		$208.00	$208.00
	Life Insurance ($15,000.00) policy		$43.00	$43.00
	Iowa Public Employee Retirement System		$5,434.53	$5,434.53
	Social Security/Medicare		$4,027.35	$4,027.35
		For one year: Total	$73,056.48	$81,312.48
	15 1/2 Week Academy	Total	$19,669.05	$21,891.82
111	Transportation to and from Johnston, Iowa (ILEA) 240 miles (round trip) (X) 16 trips = 3,840 miles. 3840 miles (X) .50 cents/ mile =		$1,920.00	$1,920.00
1V	TOTALS:	Academy Costs:	$8,208.91	$8,208.91
		Wage and Benefits for one quarter	$19,669.05	$21,891.82
		Transportation costs:	$1,920.00	$1,920.00
		GRAND TOTAL	**$29,797.96**	**$32,020.73**

Prepared by Linn County Secondary Road Dept., 1888 County Home Road, Marion, IA 52302 (319) 892-6400
Send tax statement to Thomas & Patricia O'Connor, 2173 Highway 63, Oskaloosa, IA 52577

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:

That Linn County, Iowa (Grantor) in consideration of the sum of one dollar and other valuable consideration does hereby quitclaim unto **Jeremy J. and Erin L. Brown** all of the County's right, title, interest, estate, claim and demand in the following described real estate situated in Linn County, Iowa, to-wit:

The north 128 feet of the west 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Recorders Office, lying south of Waubeek Road ROW. Located in Original Town of Waubeek, Section 19, T.85N, R.05W, Linn County, Iowa. Said area is subject to easements and restrictions of record or use.

This transfer is an exempt transaction by a governmental subdivision as transferor pursuant to Iowa Code §428A.2(6).

Signed this 27th day of September, 2021.

LINN COUNTY, IOWA

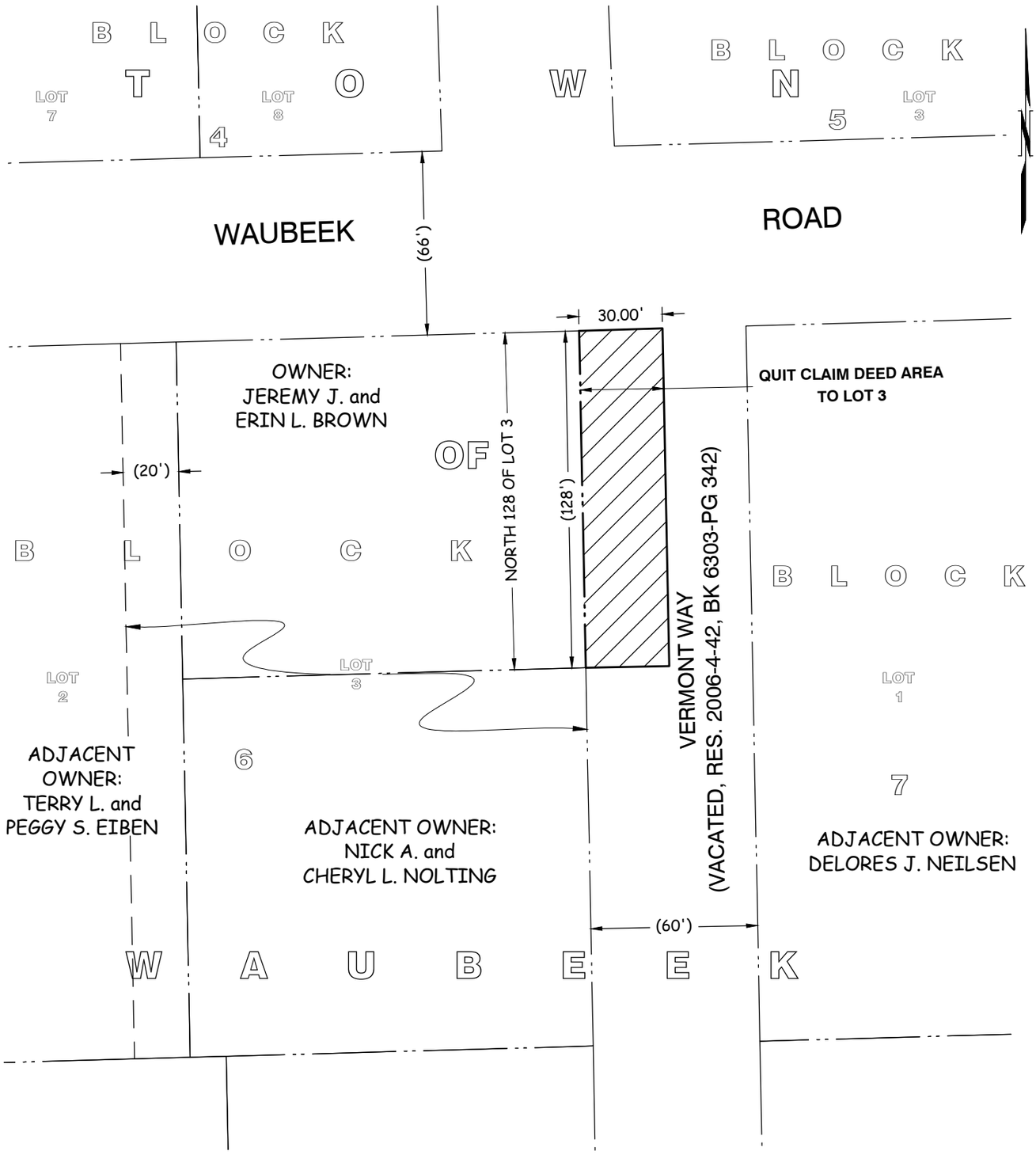
BY:

Stacey Walker, Chairperson Linn County Board of Supervisors	Joel D. Miller Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 27th day of September 2021, before me _____, a Notary Public in and for the State of Iowa, personally appeared Stacey Walker and Joel D. Miller, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the County Auditor, respectively, of the County of Linn, Iowa; that the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, as contained in resolution number _____ adopted by the Board of Supervisors on the 27th day of September, 2021, and Stacey Walker and Joel D.Miller acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
NOTARY PUBLIC
STATE OF IOWA



Legal Description:

The north 128 feet of the west 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Recorders Office, lying south of Waubeek Road ROW. Located in Original Town of Waubeek, Section 19, T.85N., R.05W., Linn County, Iowa. Said area is subject to easements and restrictions of record or use.

LEGEND

——— -- ——— PROPERTY LINE

——— ——— ——— ORIGINAL LOT LINE

( ) RECORDED DIMENSION or RECORDED BK-PG

LINN COUNTY

Secondary Road Department

1888 COUNTY HOME ROAD
MARION, IOWA 52302
PH (319) 892-6400

QUIT CLAIM DEED EXHIBIT

NE 1/4 NE 1/4, SEC 19-85-05

50 25 0 50

SCALE: 1" = 50'

THIS PLAT IS A REPRESENTATION OF THE PREMISES PROPOSED FOR A QUIT CLAIM DEED. THIS PLAT IS NOT A SURVEY.

DATE
08/24/2021

DATE REVISED

SHEET 1 OF 1 SHEET

CAD FILE: G:\Engineer\Road Vacations\Waubeek Streets and Alleys\Vermont Way – Quit Claim – Brown\VERMONT WAY.dwg DATE PLOTTED : Sep 24, 2021 – 10:40AM PLOTTED BY : CLOGAN

FO26 (181013) 2-02

Contract 036497

Voucher No. 11

Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-SWAP-C057(143)--FF-57
Bridge - New / Replacement
LINN COUNTY ENGINEER

DATE LAST VOUCHER 10 -18 -21 (MO. DAY YR.) THIS VOUCHER - - (MO. DAY YR.)

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	67.0	75.0	3.000

Contractor No. 40850 JIM SCHROEDER CONSTRUCTION INC BELLEVUE, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION								
0010	1.100	1.100	Acre	410	Compl. Last Voucher	000	1100	000	000
	CLEAR+GRUBB				TOTAL TO DATE				
0020	2300.000	2300.000	Cubic Yd	410	Compl. Last Voucher	000	2300000	000	000
	EXCAVATION, CL 10, RDWY+BORROW				TOTAL TO DATE				
0030	250.000	250.000	Cubic Yd	410	Compl. Last Voucher	000	250000	000	000
	EXCAVATION, CL 10, CHANNEL				TOTAL TO DATE				
0040	766.000	766.000	Cubic Yd	410	Compl. Last Voucher	000	766000	000	000
	TOPSOIL, STRIP, SALVAGE+SPREAD				TOTAL TO DATE				
0050	310.000	310.000	Ton	441	Compl. Last Voucher	000	670180	000	000
	CHOKE STONE BASE				TOTAL TO DATE				
0060	290.000	290.000	Ton	441	Compl. Last Voucher	000	482500	000	000
	MACADAM STONE BASE				TOTAL TO DATE				
0070	913.400	964.800	Sq Yard	441	Compl. Last Voucher	000	964800	000	000
	BRIDGE APPROACH PAV'T, AS PER PLAN				TOTAL TO DATE				
0080	20000.000	20000.000	Lump Sum	430	Compl. Last Voucher	000	20000000	000	000
	RMVL OF EXISTING BRIDGE				TOTAL TO DATE				
0090	154.000	154.000	Cubic Yd	430	Compl. Last Voucher	000	154000	000	000
	EXCAVATION, CL 20				TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____
DATE PROJECT ENGINEER CERTIFICATION

2. _____
DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

☐ IDOT is not involved in this Farm to Market project.

3. _____
DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

☐ Project records reviewed. Project approved for payment.

☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____

for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

_____
DATE SIGNED CLAIMANT (CONTRACTOR)

Contract 036497

Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-SWAP-C057(143)--FF-57
Bridge - New / Replacement
LINN COUNTY ENGINEER

Voucher No. 11

DATE LAST VOUCHER 10 -18 -21 (MO. DAY YR.) THIS VOUCHER - - (MO. DAY YR.)

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
67.0	75.0	3.000	

Contractor No. 40850 JIM SCHROEDER CONSTRUCTION INC BELLEVUE, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION								
0100	62.000	62.000	Cubic Yd	430	Compl. Last Voucher	000	62000	000	000
	EXCAVATION, CL 21				TOTAL TO DATE				
0110	409.300	409.300	Cubic Yd	430	Compl. Last Voucher	000	409300	000	000
	STRUCT CONC (BRIDGE)				TOTAL TO DATE				
0120	85115.000	85115.000	Pound	430	Compl. Last Voucher	000	85115000	000	000
	REINFORC STEEL, EPOXY COATED				TOTAL TO DATE				
0130	2681.000	2681.000	Pound	430	Compl. Last Voucher	000	2681000	000	000
	REINF STEEL, STAINLESS STEEL				TOTAL TO DATE				
0140	242.000	242.000	Linr Ft	430	Compl. Last Voucher	000	242000	000	000
	CONC BARRIER RAIL				TOTAL TO DATE				
0150	1140.000	1140.000	Linr Ft	430	Compl. Last Voucher	000	1140000	000	000
	PILE, STEEL, HP 10X42				TOTAL TO DATE				
0160	4.000	4.000	Each	419	Compl. Last Voucher	000	4000	000	000
	STEEL BEAM G'RAIL BAR TRANS SECT, BA-2 01				TOTAL TO DATE				
0170	4.000	4.000	Each	419	Compl. Last Voucher	000	4000	000	000
	STEEL BEAM G'RAIL END ANCHOR, BOLTED				TOTAL TO DATE				
0180	4.000	4.000	Each	419	Compl. Last Voucher	000	4000	000	000
	STEEL BEAM G'RAIL TGNT END TERM, BA-20 5				TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____
DATE PROJECT ENGINEER CERTIFICATION

2. _____
DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

☐ IDOT is not involved in this Farm to Market project.

3. _____
DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

☐ Project records reviewed. Project approved for payment.
☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

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Contract 036497

Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-SWAP-C057(143)--FF-57
Bridge - New / Replacement
LINN COUNTY ENGINEER

Voucher No. 11

DATE LAST VOUCHER 10 -18 -21 (MO. DAY YR.) THIS VOUCHER - - (MO. DAY YR.)

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
67.0	75.0	3.000	

Contractor No. 40850 JIM SCHROEDER CONSTRUCTION INC BELLEVUE, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	ITEM DESCRIPTION	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
0190	1100.000	1100.000	Ton	REVETMENT, CLASS D	410	Compl. Last Voucher	000	823490	000	000
						TOTAL TO DATE				
0200	666.700	730.030	Sq Yard	RMVL OF PAV'T	410	Compl. Last Voucher	000	730030	000	000
						TOTAL TO DATE				
0210	2.000	2.000	Each	SAFETY CLOSURE	410	Compl. Last Voucher	000	2000	000	000
						TOTAL TO DATE				
0220	16.830	16.830	Station	PAINTED PAV'T MARK, DURABLE	442	Compl. Last Voucher	000	16830	000	000
						TOTAL TO DATE				
0230	1950.000	1950.000	Lump Sum	TRAFFIC CONTROL	401	Compl. Last Voucher	000	1950000	000	000
						TOTAL TO DATE				
0240	63600.000	63600.000	Lump Sum	MOBILIZATION	401	Compl. Last Voucher	000	63600000	000	000
						TOTAL TO DATE				
0250	1.100	1.100	Acre	MULCH	448	Compl. Last Voucher	000	830	000	000
						TOTAL TO DATE				
0260	1.100	1.100	Acre	SEED+FERTILIZE (RURAL)	448	Compl. Last Voucher	000	830	000	000
						TOTAL TO DATE				
0270	100.000	100.000	Linr Ft	SILT FENCE	448	Compl. Last Voucher	000	000	000	000
						TOTAL TO DATE				

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SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____
DATE PROJECT ENGINEER CERTIFICATION

2. _____
DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

☐ IDOT is not involved in this Farm to Market project.

3. _____
DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

☐ Project records reviewed. Project approved for payment.

☐ Project records not reviewed. Recommend payment based on the project engineers certification.

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CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

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DATE SIGNED CLAIMANT (CONTRACTOR)

Contract 036497

Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-SWAP-C057(143)--FF-57
Bridge - New / Replacement
LINN COUNTY ENGINEER

Voucher No. 11

DATE LAST VOUCHER 10 -18 -21 (MO. DAY YR.) THIS VOUCHER - - (MO. DAY YR.)

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
67.0	75.0	3.000	

Contractor No. 40850 JIM SCHROEDER CONSTRUCTION INC BELLEVUE, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION								
0280	4.000	4.000	Each	448	Compl. Last Voucher	000	4000	000	000
	SILT BASIN				TOTAL TO DATE				
0290	100.000	100.000	Linr Ft	448	Compl. Last Voucher	000	000	000	000
	RMVL OF SILT FENCE/SILT FENC-DITCH CHE CK				TOTAL TO DATE				
0300	240.000	240.000	Linr Ft	448	Compl. Last Voucher	000	700000	000	000
	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 9"				TOTAL TO DATE				
0310	4.000	4.000	Each	448	Compl. Last Voucher	000	3000	000	000
	MOBILIZATION, EROSION CONTROL				TOTAL TO DATE				
7001	39.700	39.700	Sq Yard	441	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0070 BRIDGE APPROACH PAV'T, AS PER PLAN				TOTAL TO DATE				
7002	39.700	39.700	Sq Yard	410	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0200 RMVL OF PAV'T				TOTAL TO DATE				
7003	11.700	11.700	Sq Yard	441	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0070 BRIDGE APPROACH PAV'T, AS PER PLAN				TOTAL TO DATE				
7004	23.630	23.630	Sq Yard	410	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0200 RMVL OF PAV'T				TOTAL TO DATE				
8001	10.660	10.660		410	Compl. Last Voucher	000	10660	000	000
	9999018 PRICE ADJUSTMENT WING ARMORING				TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

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2. _____
DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

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3. _____
DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

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☐ Project records not reviewed. Recommend payment based on the project engineers certification.

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for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

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DATE SIGNED CLAIMANT (CONTRACTOR)

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

F026 (181013) 2-02

Contract 036497

Voucher No. 11

Iowa Department of Transportation

CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-SWAP-C057(143)--FF-57
Bridge - New / Replacement
LINN COUNTY ENGINEER

DATE LAST VOUCHER 10-18-21 (MO. DAY YR.) THIS VOUCHER - - (MO. DAY YR.)

DAYS WORKED TO DATE	LAST VOUCH.	AUTH.	RET. %
	67.0	75.0	3.000

Contractor No. 40850 JIM SCHROEDER CONSTRUCTION INC BELLEVUE, IA

ITEM NO.	QUANTITY AWARDED / ITEM DESCRIPTION	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
8999	1.000	1.000	Lump Sum	401	Compl. Last Voucher	000	000	000	000
	STOCKPILED MATERIALS				TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				

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1. ______ DATE ______ PROJECT ENGINEER CERTIFICATION

2. ______ DATE ______ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

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3. ______ DATE ______ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

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CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, ______ the ______

for ______ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

______ DATE ______ SIGNED CLAIMANT (CONTRACTOR)

MH/DS of the East Central Region

Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn

Strategic Project Agreement

Contract Effective Date: October 28, 2021 – June 30, 2022

Parties: **MH/DS of the East Central Region**
210 Jones Street, Suite 205
Dubuque, Iowa 52001

Provider: **Options of Linn County** **CSN #3317**
1240 26th Avenue Court SW
Cedar Rapids, Iowa 52404

This Agreement is made and entered into by and between MH/DS of the East Central Region (hereafter "Region") and the Provider identified above (hereafter "Provider"). The purpose of this Agreement is to establish the terms and conditions agreed to by the Region and the Provider for distribution of grant Awards to support Projects which meet the Region's Management Plan (hereafter "Management" Plan"), the manner in which the Project will be implemented, and other requirements the Provider must meet to receive the Award.

This Agreement shall consist of the following parts:

- Sections 1 through 10, generally setting out the terms of the Agreement;
- Signature page, which shall contain the effective dates of the Agreement; the names of the parties, the signatures of the persons authorized to sign the Agreement for the respective parties, and the dates of such signatures;
- The MH/DS of the East Central Region Management Plan, which is incorporated in this contract by this reference.

The statements and intentions of the parties, to this contract, are as follows:

MH/DS of the East Central Region is an inter-governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board. Mental health services are funded by the Region and administered by the Chief Executive Officer within the scope and according to the criteria of the Regional Management Plan. The Region is interested in contracting with Provider to provide grant Awards for Provider Projects for the benefit of MH/DS of the Region consumers.

In consideration of the premises and promises contained herein, it is mutually agreed by and between the Region and Provider as follows:

SECTION 1
Definitions

Agreement: This document which contains the rights and responsibilities of the Region and the Provider who desire to contract with each other for Awards to implement Projects

Assignment: The act of transferring to another all or part of one's property interest or rights.

Award: A grant from the Linn County fund balance.

Chief Executive Officer: Administrator of the Region Management Plan as approved by the director of the Department of Human Services.

Client: A person who is eligible and authorized to receive funding as defined in the Management Plan as approved by the Director of Human Services.

Habilitation Home: A residential facility that has 16 beds or less. This definition includes facilities that identify as residential care facilities and intermediate care facilities.

Management Plan: Refers to the Region Management Plan as approved by the Director of Human Services.

Project: Project or other objective from regional service providers or other stakeholders which must comply with the Management Plan. Project may include, but not be limited to, a program or project.

Region: Refers to the MH/DS of the East Central Region, the inter-governmental entity created under Chapter 28E of the Code of Iowa and Section 331.390 that include the following member counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn.

Regional Strategies: Refers to the five (5) strategies outlined in the Service Plan.

Service Plan: Refers to the Region's Community Services Plan as approved by the MH/DS of the East Central Region's Governance Board, which was the result from stakeholder workgroup meetings required pursuant to Iowa Code Section 426B.3. The Service Plan includes five (5) Regional Strategies.

State Auditor: Refers to the Iowa State Auditor's Office.

Subcontract: The act in which one party to the original Agreement enters into a contract with a third party to provide some or all of the services listed in the original

contract.

SECTION 2
Duties of Provider

Section 2.1 Submission of Project to Region. Providers who receive Award from the Region shall submit a copy of their Project plan to the Region. The plan shall detail the services or the objective to be met and how implementation will occur. The Project plan shall show it meets the requirements of serving mental health needs. Project shall be assigned project number for tracking should the Award expenditure be audited.

Section 2.2 Compliance with Region Management Plan. Projects shall pertain to mental health services or the delivery of those mental health services. Projects shall be identified as permissible in the Region's Management Plan. Projects will not pertain to substance abuse services unless the Provider is also delivering mental health services as part of the overall services. Failure to comply with these requirements may result in the loss of the Award and/or termination of this contract. Provider shall be responsible for any repayment of the Award to the Region at the direction of the State Auditor.

Section 2.3 Compliance as a Habilitation Home. A Provider identified as a Habilitation Home shall be responsible for ensuring the Project complies with all applicable laws, regulations, rules, or other requirements to maintain status as a Habilitation Home. The Provider's failure to comply with the requirements in Section 2.2 may result in the loss of the Award and/or termination of this Agreement. Provider shall be responsible for any repayment of the Award to the Region at the direction of the State Auditor. Provider shall be responsible to maintain eligibility as an agency to meet settings rules requirements and other capacity requirements, and deliver services paid by Medicaid for Medicaid- eligible individuals. Failure to comply with setting rules requirements may result in loss of the Award and/or termination of this Agreement. Provider shall be responsible for any repayment of the Award to the Region.

Section 2.4 Other Duties of Provider.

a. Providers are responsible for assisting the consumer with maintaining their Medicaid eligibility. The Region is not responsible for payment when Medicaid is lost due to non-compliance with the Medicaid process.

b. Providers shall submit requested information for auditing purposes.

SECTION 3
Duties of the Region

Section 3.1 Compliance. Region shall grant Awards for Projects which comply with mental health services or the delivery of those mental health services. Region shall ensure that Awards given for Projects are distributed as permissible expenditures under state law. Failure to comply with the requirements set forth in Section 2.2 or violation of federal and state laws may result in the termination of this contract or repayment to the Region.

Section 3.2 Prohibitions. Region will not implement policies or rules on Projects that would prevent, prohibit, restrict, or otherwise hinder Providers from providing covered services to Clients in accordance with state and federal law.

Section 3.3 Award Distribution. The Region shall pay Provider **up to** a total Award of $100,000 payable in disbursements to be determined by the Region.

SECTION 4
Relationship Between the Parties

Section 4.1 Relationship Between Region and Provider. The relationship between the Region and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

Section 4.2 Scope of Services. Provider agrees to provide pandemic program supports and transportation to consumers of Linn County as requested by Linn County.

SECTION 5
Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify the Region against any and all claims, liability, damages or judgments asserted against, imposed or incurred by the Region that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Non-Compliance. Provider shall defend, hold harmless and indemnify the Region against any consequences arising from a non-compliance of the Provider's Project, including any pay back of Award to the state of Iowa. Region shall not be responsible for any Award pay back in the event the Provider's Project falls into non-compliance.

Section 5.3 Region Hold Harmless and Indemnification. The Region shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or ommission of the Region and its, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.4 Liability Insurance.

a. **Provider Liability Insurance.** Provider shall procure and maintain professional liability and comprehensive general liability insurance, at the Provider's own expense, at a minimum of $1,000,000.00 per occurrence and $3,000,000.00 aggregate, covering any claims with respect to Covered Services that may arise out of an incident occurring during the term of this agreement. Such insurance shall include coverage for claims in connection with the performance of Provider's responsibilities under this agreement. Provider shall furnish to Region, from time to time, as requested by the Region, proof of such insurance, which proof will include the name of the carrier, effective dates of coverage and coverage amounts.

b. **Extended Coverage.** Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail coverage) for a period of not less than three (3) years after the end of the contract term, or an agreement to continue liability coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.

SECTION 6
Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. Provider agrees to ensure mental health services are rendered to Region clients in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. The Region is an equal employment opportunity employer. The Region supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with the Region's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. The Region and Provider agree to maintain

the confidentiality of all information regarding Covered Services provided to the Region clients under this Agreement in accordance with any applicable laws and regulations, including HIPAA. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from the Region about clients, it is fully bound by federal and state laws and regulations, including HIPAA, governing the confidentiality of medical records, mental health records and protected health information. Provider shall retain project data for seven years after the completion of the project.

SECTION 7
Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of nine (9) months, commencing on the date first above written, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by the Region. The Region shall have the right to terminate this Agreement after ten (10) days of giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) bankruptcy filing by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to the Region upon the occurrence of the Region's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Region Clients. Provider acknowledges the right of the Region to inform the Region's clients of Provider's termination and agrees to cooperate with the Region in deciding on the form of such notification.

Section 7.6 Notices to the Region. Any notice, request, demand, waiver, consent, approval or other communication to the Region regarding this Agreement which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Mae Hingtgen, CEO
MH/DS of East Central Region of Iowa
210 Jones Street, Suite 205
Dubuque, Iowa 52001

Section 7.7 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Options of Linn County
1240 26th Avenue Court SW
Cedar Rapids, Iowa 52404

SECTION 8
Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. The Region may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to the Region within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period. All Amendments shall maintain Project compliance.

Section 8.2 Regulatory Amendment. The Region may amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

Section 8.3 Region Management Plan Amendment. The Region may also amend this Agreement to comply with changes in the Management Plan and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9
Payment Process

Section 9.1 Process. Provider shall submit monthly billing invoices and other requested information for utilization review, as directed in Iowa Administrative Code 441-25.21(1)k. Invoices shall include the following:

a. name and unique identifier of each individual served during the reporting period (if billed by person);
b. identifier and name of service(s) provided;

c. number of units of service, unit rate and total cost of units provided to each individual;
d. reimbursement billed to other sources (including client participation or co-pay), and therefore deducted from the county costs, for each individual;
e. actual amount to be charged to the Region for each individual for the period; and
f. when requested, attendance, records, and/or other documentation substantiating service provision.

* Submit salary and benefits information once and then bill total salary/benefits amount monthly. Receipts should be attached to an invoice payable to Provider or unpaid invoices can be submitted directly from vendor.

Section 9.2 Invoice Submission. Providers may e-mail invoices or send invoices through the regular mail. Invoices may not be faxed. Invoices shall be submitted within sixty (60) days of the service provided unless the Provider is waiting for third party payment if applicable. No bill will be paid that is over one year old from the date of service rendered without specific approval from the Region's Regional Governing Board or unless there is a statutory obligation. Invoices may be submitted to either:

a. claims@ecriowa.us; or

b. Julie Davison
Buchanan County Community Services
210 5th Ave. NE
Independence, IA 50644

All eligible bills shall be paid within 60 days of receipt of required documentation unless unforeseen circumstances exist.

Section 9.3 Duties of the Region. The Region shall review the invoices and additional utilization information in comparison with service funding authorizations in place. The Region shall only reimburse for those services that are authorized and at the rate approved in the contract.

SECTION 10
Other Terms and Conditions

Section 10.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to the Region's clients in Provider's geographical area. The Region reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 10.2 Assignment. Provider will not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of the Region.

Section 10.3 Subcontracting. Provider will not subcontract any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of the Region.

Section 10.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire Agreement between the Region and Provider.

Section 10.5 Rights of Provider and the Region. Provider agrees that the Region may use Provider's name, address, telephone number, description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and the Region shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 10.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 10.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

Provider: **Options of Linn County**
1240 26th Avenue Court SW
Cedar Rapids, Iowa 52404

Region: Mae Hingtgen, CEO
MH/DS of East Central Region of Iowa
210 Jones Street, Suite 205
Dubuque, Iowa 52001

All communications will be deemed given upon delivery or attempted delivery to the person designated above at the designated address.

MH/DS of the East Central Region

Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn

Provider Agreement Signature Page

Contract effective Date: October 28, 2021 – June 30, 2022

By: D. L Hildebrandt

MH/DS of the East Central Region Governance Board

Print Name: Duane Hildebrandt

Title: Chair Person

Date: 10/29/2021

By: _____

Options of Linn County

Print Name: _____

Title: _____

Date: _____

MH/DS of the East Central Region

Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn

Strategic Project Agreement

Contract Effective Date: October 28, 2021 – June 30, 2022

Parties: **MH/DS of the East Central Region**
210 Jones Street, Suite 205
Dubuque, Iowa 52001

Provider: **Linn County Mental Health Access Center**
CSN #18153
501 13th Street NW
Cedar Rapids, Iowa 52405

This Agreement is made and entered into by and between MH/DS of the East Central Region (hereafter "Region") and the Provider identified above (hereafter "Provider"). The purpose of this Agreement is to establish the terms and conditions agreed to by the Region and the Provider for distribution of grant Awards to support Projects which meet the Region's Management Plan (hereafter "Management" Plan"), the manner in which the Project will be implemented, and other requirements the Provider must meet to receive the Award.

This Agreement shall consist of the following parts:

- Sections 1 through 10, generally setting out the terms of the Agreement;
- Signature page, which shall contain the effective dates of the Agreement; the names of the parties, the signatures of the persons authorized to sign the Agreement for the respective parties, and the dates of such signatures;
- The MH/DS of the East Central Region Management Plan, which is incorporated in this contract by this reference.

The statements and intentions of the parties, to this contract, are as follows:

MH/DS of the East Central Region is an inter-governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board. Mental health services are funded by the Region and administered by the Chief Executive Officer within the scope and according to the criteria of the Regional Management Plan. The Region is interested in contracting with Provider to provide grant Awards for Provider Projects for the benefit of MH/DS of the Region consumers.

In consideration of the premises and promises contained herein, it is mutually agreed by and between the Region and Provider as follows:

SECTION 1
Definitions

Agreement: This document which contains the rights and responsibilities of the Region and the Provider who desire to contract with each other for Awards to implement Projects

Assignment: The act of transferring to another all or part of one's property interest or rights.

Award: A grant from the Linn County fund balance.

Chief Executive Officer: Administrator of the Region Management Plan as approved by the director of the Department of Human Services.

Client: A person who is eligible and authorized to receive funding as defined in the Management Plan as approved by the Director of Human Services.

Habilitation Home: A residential facility that has 16 beds or less. This definition includes facilities that identify as residential care facilities and intermediate care facilities.

Management Plan: Refers to the Region Management Plan as approved by the Director of Human Services.

Project: Project or other objective from regional service providers or other stakeholders which must comply with the Management Plan. Project may include, but not be limited to, a program or project.

Region: Refers to the MH/DS of the East Central Region, the inter-governmental entity created under Chapter 28E of the Code of Iowa and Section 331.390 that include the following member counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn.

Regional Strategies: Refers to the five (5) strategies outlined in the Service Plan.

Service Plan: Refers to the Region's Community Services Plan as approved by the MH/DS of the East Central Region's Governance Board, which was the result from stakeholder workgroup meetings required pursuant to Iowa Code Section 426B.3. The Service Plan includes five (5) Regional Strategies.

State Auditor: Refers to the Iowa State Auditor's Office.

Subcontract: The act in which one party to the original Agreement enters into a contract with a third party to provide some or all of the services listed in the original

contract.

SECTION 2
Duties of Provider

Section 2.1 Submission of Project to Region. Providers who receive Award from the Region shall submit a copy of their Project plan to the Region. The plan shall detail the services or the objective to be met and how implementation will occur. The Project plan shall show it meets the requirements of serving mental health needs. Project shall be assigned project number for tracking should the Award expenditure be audited.

Section 2.2 Compliance with Region Management Plan. Projects shall pertain to mental health services or the delivery of those mental health services. Projects shall be identified as permissible in the Region's Management Plan. Projects will not pertain to substance abuse services unless the Provider is also delivering mental health services as part of the overall services. Failure to comply with these requirements may result in the loss of the Award and/or termination of this contract. Provider shall be responsible for any repayment of the Award to the Region at the direction of the State Auditor.

Section 2.3 Compliance as a Habilitation Home. A Provider identified as a Habilitation Home shall be responsible for ensuring the Project complies with all applicable laws, regulations, rules, or other requirements to maintain status as a Habilitation Home. The Provider's failure to comply with the requirements in Section 2.2 may result in the loss of the Award and/or termination of this Agreement. Provider shall be responsible for any repayment of the Award to the Region at the direction of the State Auditor. Provider shall be responsible to maintain eligibility as an agency to meet settings rules requirements and other capacity requirements, and deliver services paid by Medicaid for Medicaid- eligible individuals. Failure to comply with setting rules requirements may result in loss of the Award and/or termination of this Agreement. Provider shall be responsible for any repayment of the Award to the Region.

Section 2.4 Other Duties of Provider.

a. Providers are responsible for assisting the consumer with maintaining their Medicaid eligibility. The Region is not responsible for payment when Medicaid is lost due to non-compliance with the Medicaid process.

b. Providers shall submit requested information for auditing purposes.

SECTION 3
Duties of the Region

Section 3.1 Compliance. Region shall grant Awards for Projects which comply with mental health services or the delivery of those mental health services. Region shall ensure that Awards given for Projects are distributed as permissible expenditures under state law. Failure to comply with the requirements set forth in Section 2.2 or violation of federal and state laws may result in the termination of this contract or repayment to the Region.

Section 3.2 Prohibitions. Region will not implement policies or rules on Projects that would prevent, prohibit, restrict, or otherwise hinder Providers from providing covered services to Clients in accordance with state and federal law.

Section 3.3 Award Distribution. The Region shall pay Provider **up to** a total Award of $113,000 payable in disbursements to be determined by the Region.

SECTION 4
Relationship Between the Parties

Section 4.1 Relationship Between Region and Provider. The relationship between the Region and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

Section 4.2 Scope of Services. Provider agrees to provide safety and security improvements to the Linn County Mental Health Access Center as requested by Linn County.

SECTION 5
Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify the Region against any and all claims, liability, damages or judgments asserted against, imposed or incurred by the Region that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Non-Compliance. Provider shall defend, hold harmless and indemnify the Region against any consequences arising from a non-compliance of the Provider's Project, including any pay back of Award to the state of Iowa. Region shall not be responsible for any Award pay back in the event the Provider's Project falls into non-compliance.

Section 5.3 Region Hold Harmless and Indemnification. The Region shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or ommission of the Region and its, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.4 Liability Insurance.

a. **Provider Liability Insurance.** Provider shall procure and maintain professional liability and comprehensive general liability insurance, at the Provider's own expense, at a minimum of $1,000,000.00 per occurrence and $3,000,000.00 aggregate, covering any claims with respect to Covered Services that may arise out of an incident occurring during the term of this agreement. Such insurance shall include coverage for claims in connection with the performance of Provider's responsibilities under this agreement. Provider shall furnish to Region, from time to time, as requested by the Region, proof of such insurance, which proof will include the name of the carrier, effective dates of coverage and coverage amounts.

b. **Extended Coverage.** Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail coverage) for a period of not less than three (3) years after the end of the contract term, or an agreement to continue liability coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.

SECTION 6
Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. Provider agrees to ensure mental health services are rendered to Region clients in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. The Region is an equal employment opportunity employer. The Region supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with the Region's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. The Region and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to the Region clients under this Agreement in accordance with any applicable laws and regulations, including HIPAA. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from the Region about clients, it is fully bound by federal and state laws and regulations, including HIPAA, governing the confidentiality of medical records, mental health records and protected health information. Provider shall retain project data for seven years after the completion of the project.

SECTION 7
Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of nine (9) months, commencing on the date first above written, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by the Region. The Region shall have the right to terminate this Agreement after ten (10) days of giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) bankruptcy filing by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to the Region upon the occurrence of the Region's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Region Clients. Provider acknowledges the right of the Region to inform the Region's clients of Provider's termination and agrees to cooperate with the Region in deciding on the form of such notification.

Section 7.6 Notices to the Region. Any notice, request, demand, waiver, consent, approval or other communication to the Region regarding this Agreement which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Mae Hingtgen, CEO
MH/DS of East Central Region of Iowa
210 Jones Street, Suite 205
Dubuque, Iowa 52001

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Linn County Mental Health Access Center
501 13th Street NW
Cedar Rapids, Iowa 52405

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Section 10.3 Subcontracting. Provider will not subcontract any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of the Region.

Section 10.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire Agreement between the Region and Provider.

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This Agreement has been executed by the parties hereto, through their duly authorized officials.

Provider: **Linn County Mental Health Access Center**
501 13th Street NW
Cedar Rapids, Iowa 52405

Region: Mae Hingtgen, CEO
MH/DS of East Central Region of Iowa
210 Jones Street, Suite 205
Dubuque, Iowa 52001

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MH/DS of the East Central Region

Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn

Provider Agreement Signature Page

Contract effective Date: October 28, 2021 – June 30, 2022

By: D. L. Hildebrandt

MH/DS of the East Central Region Governance Board

Print Name: Duane Hildebrandt

Title: Chair Person

Date: 10/29/2021

By: _____

Linn County Mental Health Access Center

Print Name: _____

Title: _____

Date: _____

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org

VACANCY FORM

SELECT ONE:

☑ **NEW POSITION**

☐ **REPLACEMENT**

REPLACES: _____

SELECT ONE:

☐ **NEW JOB CLASSIFICATION**

☑ **EXISTING JOB CLASSIFICATION**

JOB TITLE: Ryan White Program Options Counselor

DEPARTMENT: Ryan White Program

SHIFT/HOURS: 8am - 4:30pm M-F

VACANCY DATE: 10/25/2021

NUMBER OF POSITIONS: 1

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

☑ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):
IDPH (Iowa Dept of Public Health) -100% grant funded

POST TO INSIDE: ☑ YES ☐ NO

ADVERTISE: ☑ YES ☐ NO

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

POSITION TYPE:

☑ FULL-TIME ☐ PART-TIME ____# of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☑ GRANT-FUNDED

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

APPROVED BY: David Nieder — 10-22-21
DEPARTMENT HEAD (original signature required) — DATE

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

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa R. Powell — 10-25-21
HUMAN RESOURCES DIRECTOR — DATE

APPROVED BY: [signature] — 10/26/2021
FINANCE/BUDGET DIRECTOR — DATE

APPROVED BY: _____ — _____
CHAIRPERSON/BOARD OF SUPERVISORS — DATE