

BOARD OF SUPERVISORSDistrict 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, April 14, 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.

Reports**Resolutions**

Resolution approving Temporary Use Permit, Case JTU21-0002, request by Bass Family Farms, LLC., owner, and Eastern Iowa Pet Expo c/o Charlene Allaire, petitioner, to hold the "Eastern Iowa Pet Expo," an outdoor event located at 835 & 840 Bass Lane, Mount Vernon, Iowa on May 1, 2021

Contract and Agreements

Approve and authorize Chair to sign the Mental Health Access Center construction Change Order Number 5 in the amount of \$10,121.73

Approve and authorize Chair to sign the Community Services Building TI remodel project Change Order Number 2 in the amount of \$13,611 with Sheets Design Build

Authorize Linn County Board of Supervisors Chair, to electronically sign Contract #5882HC08 between the Iowa Department of Public Health and Linn County Community Services/Ryan White Program authorizing total contract amount for \$749,874.00 in funding for contract year April 1, 2021 – March 31, 2022 for HIV Client Services Program.

Approve and authorize Chair to sign Law Enforcement Services contracts for law enforcement protection provided by the Linn County Sheriff's Office at a rate of \$38 per hour for the period of July 1, 2021 through June 30, 2022 as follows: Alburnett--43 hours/month, Bertram--6 hours/week, Center Point--21 hours/week, Central City--21 hours/week, Coggon--40 hours/month, Ely--25 hours/week, Fairfax--18 hours/week, Palo--87 hours/month, Prairieburg--9 hours/month, Springville--80 hours/month, Walford--20 hours/week, Walker--14 hours/week.

Approve purchase order #PO77 for Telespar sign posts from Xcessories Squared in the amount of \$9,488.00 for the Secondary Road Department.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Proclamation: Workers' Memorial Day – April 28, 2021.

Update on Linn County's response to COVID-19

Discuss and approve the 2021 Slough Bill exemptions

Second consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code to allow day cares and preschools as accessory uses to nature centers.

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.

Legislative Update

Discuss and decide on action related to proposed legislation

Board Member Reports

Correspondence

Appointments

Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

- 1) Conference call—telephone number 1-800-945-0974, access code 501116
- 2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

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@linncounty.org.

Prepared by and to be returned to: Stephanie Lientz, Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 (319) 892-5130

RESOLUTION APPROVING A TEMPORARY USE

RESOLUTION # _____

WHEREAS, Bass Family Farms, LLC, owner; Charlene Allaire, petitioner, Case JTU21-0002, has requested the Linn County Board of Supervisors' permission to hold the "Eastern Iowa Pet Expo," an outdoor event located at 835 & 840 Bass Lane, Mount Vernon, Iowa.

AND WHEREAS, the Board of Supervisors makes the following Findings of Facts:

1. The outdoor event will be held on Saturday, May 1, 2021, with a rain date of May 8, 2021.
2. The event will be open to the public between the hours of 10:00 a.m. and 4:00 p.m. on May 1 (or May 8, rain date), with set up beginning on April 30th and tear down continuing on May 1.
3. The event will host approximately 750 to 1,000 people, along with approximately 80 vendors.
4. The applicant will provide parking signs, 4 regular and 1 handicapped portable toilets, and 2 hand washing stations in addition to the indoor restrooms in the Bass Farms store. Hand sanitizer will be provided at each vendor booth.
5. Food trucks will be on site. Appropriate licensing, permits and insurance are required by various departments.
6. The number of vehicles estimated to travel to this location for the event is between 300 to 600, including vendors.
7. Parking for all vehicles will be provided on site. The applicant will provide volunteers to direct traffic on site and within the designated parking area(s).
8. The subject properties include GPNs 18-12-376-002-00000 and 18-12-376-003-00000), containing 28.31 acres, with approximately 2.5 acres of the two parcels to be used for the temporary use activity.
9. The subject properties are located in the AG (Agricultural) zoning district.
10. The subject parcel has a Rural Land Use Map designation of AA (Agricultural).

AND WHEREAS, the Linn County Technical Review Committee has examined the application and all conditions of approval are listed as part of this Resolution;

AND WHEREAS, the Temporary Use application has been examined by the Linn County Board of Supervisors at a public meeting on April 5, 2021, all interested persons having been heard;

NOW THEREFORE, BE IT RESOLVED, that the Linn County Board of Supervisors approve the application, Case JTU21-0002, subject to the following conditions:

LINN COUNTY PLANNING & DEVELOPMENT – (Zoning Division)

1. The Temporary Use may be reviewed at any time during the duration of the permit to ensure that all conditions have been or are being met.
2. All building, electrical, mechanical, plumbing and zoning permits will be obtained as necessary.
3. Adhere to the operating hours indicated in the temporary use application.
4. The temporary use permit period will be begin April 30th and expire no later than May 1, 2021 (or May 8, 2021 if the rain date is needed).
5. Parking for 200+ vehicles as indicated on the application shall be provided.
6. Restrooms are required to be available during the hours of operation.
7. The applicant or owner shall obtain and submit proof of a liability insurance policy prior to Board of Supervisors approval.
8. The petitioner shall sign an "Acceptance of Conditions" form which provides assurance that all conditions will be met prior to the Board of Supervisors Resolution of Approval, and specifically agrees to hold Linn County harmless from any and all damages or claims for damages that might arise or accrue by reason of approval of the Temporary Use permit by the Linn County Board of Supervisors. Further, by signing the "Acceptance of Conditions" form, the petitioner shall agree to allow employees of the County reasonable access to the property for inspection and for submission of documents to verify any additional information.
9. Temporary off site signs may be allowed, provided that:
 - a. Temporary signs shall not exceed 32 square feet in surface area or exceed 12 feet in height or eight feet in width on a lot in any zoning district. There shall be no more than five such signs for each lot street frontage, and such signs shall be removed no later than 30 days following the accomplishment of activities indicated by such sign.
 - b. Temporary signs shall not be illuminated.
 - c. Temporary signs shall not be allowed on any road, street, or highway right-of-way.

LINN COUNTY PLANNING & DEVELOPMENT – (Building Division)

1. If required, an electrical permit may be obtained by a licensed electrical contractor at Linn County Planning and Development.
2. Platforms or structures planned for this event are required to meet building code requirements.

LINN COUNTY ENGINEERING DEPARTMENT

1. No conditions to be met.

IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY HEALTH DEPARTMENT

1. Linn County Public Health recommends not holding this event due to concerns over the COVID-19 pandemic.
2. Below is a list of the conditions should the board of supervisors approve the event this year.
 - Addition of rules sign at the main event entrance with rules and recommendations for the event (to include social distancing of at least 6', encouraging mask usage, encouraging good personal hygiene – covering coughs/sneezes, washing hands more frequently, etc.).

- Implement disinfection process for common touch surfaces throughout the grounds (portable toilets, sinks, tables, chairs, etc.).
 - Given the nature of the event, we recommend placing a handwashing station at the exit from the animal/vendor area OR the entrance to the food vendor area and strongly encouraging patrons to wash their hands prior to consuming food or beverages. This is in addition to the handwashing station being placed near the portable restrooms. Also, ensure that at least one hand sanitizer station is placed in the food vendor area and one at the exit of the animal display area.
3. As a reminder, Linn County Public Health tier 4 recommendations Limit indoor/outdoor gatherings with defined borders to the lesser of 100 or 50% of room capacity. Community events without defined borders should be paused at this time.

LINN COUNTY SHERIFF'S OFFICE

1. An after hours call list shall be supplied to the Linn County Sheriffs Office for emergency situations.
2. If a traffic problem would occur, contact shall be made to the Linn County Sheriffs Office to help alleviate the problem.
3. Traffic control is to be provided by the applicant during operation. Traffic shall be maintained on Highway 30 at all times.
4. There will be no parking allowed on Highway 30 at any time.

LINN COUNTY EMERGENCY MANAGEMENT

1. A tone alert weather radio is required to be on site.
2. Procedures to provide shelter for campers during severe weather shall be identified in a Severe Weather Plan and this information shall be provided to each camper.

WHEREAS, failure to submit and/or comply with any of the conditions in a timely manner will revoke this Temporary Use Permit.

NOW, THEREFORE, BE IT RESOLVED, by the Linn County Board of Supervisors that said temporary use is hereby approved.

Passed and approved this 14th day of April, 2021.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

State of Iowa)
) SS
County of Linn)

I, Joel Miller, County Auditor of Linn County, Iowa hereby certify that at a regular meeting of the said Board of Supervisors the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain and ___ Absent from voting.

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, on this 14th day of April, 2021.

Notary Public State of Iowa



AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address)
Mental Health Access Center
501 13th Street, NW

CONTRACT INFORMATION:
Contract For: General Construction
Date: 2.12.2020

CHANGE ORDER INFORMATION:
Change Order Number: 005
Date: 3.23.2021

OWNER: (Name and address)
Linn County Board of Supervisors
935 2nd Street, SW
Cedar Rapids, IA 52404

ARCHITECT: (Name and address)
Design Dynamics, Inc.
119 14th Street, SE
Cedar Rapids, IA 52403

CONTRACTOR: (Name and address)
Garling Construction, Inc.
1120 11th Street
Belle Plaine, IA 52208

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR #85 Revised Provide and install 4" domestic water line. Add \$6,925.14

COR #87 Relocate fire alarm devices per Fire Marshalls directive. Add \$2,181.10

COR #88 Add floor drain in mezzanine for condensate off of water heaters. Add \$1,015.49

The original Contract Sum was	\$	1,910,000.00
The net change by previously authorized Change Orders	\$	156,150.40
The Contract Sum prior to this Change Order was	\$	2,066,150.40
The Contract Sum will be increased by this Change Order in the amount of	\$	10,121.73
The new Contract Sum including this Change Order will be	\$	2,076,272.13

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Design Dynamics, Inc.
ARCHITECT (Firm name)

Garling Construction, Inc.
CONTRACTOR (Firm name)

Linn County Board of Supervisors
OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

Robert W. Peck, President
PRINTED NAME AND TITLE

Troy Pins, President
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

3.23.2021
DATE

3.23.2021
DATE

DATE

Contract Declarations & Execution Page

CONTRACT #: 5882HC08	PROJECT TITLE: HIV Client Services Program
CONTRACTOR LEGAL NAME AND ADDRESS: Linn County Treasurer dba Linn County Community Services 1240 26 th Avenue Court SW Cedar Rapids, IA 52404	PROJECT PERIOD: April 1, 2021 – March 31, 2027
STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: 00002127879	CONTRACT PERIOD: April 1, 2021- March 31, 2022
IOWA CODE CHAPTER 8F DESIGNATION: This contract is NOT covered by Iowa Code chapter 8F	TOTAL CONTRACT AMOUNT: \$749,874.00 TOTAL APPROVED FUNDING: \$747,578.00 FUNDING SOURCE: FEDERAL: \$106,399.00 STATE: \$696.00 OTHER: \$640,483.00 Interagency State: \$0 Interagency Federal: \$0 Private/Fees/Other: \$640,483.00 Federal Subrecipient Addendum Needed? YES
The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application. The Contractor has reviewed and agrees to the Iowa Department of Public Health <u>General Conditions Effective July 1, 2019</u>, as posted on the Department's website under Funding Opportunities or as available by contacting Robin Misel at telephone (515) 281-6801. The Contractor specifies no changes have been made to the Special Conditions or General Conditions. The parties hereto have executed this contract on the day and year last specified below.	
For and on behalf of the Department: By: _____ Caitlin Pedati, MD, MPH, FAAP Medical Director & State Epidemiologist	For and on behalf of the Contractor: By: _____ Insert Date (required if not a digital signature): _____

Special Conditions for Contract # 5882HC08

Article I- Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Department) and the Contractor, as identified on the contract face sheet.

Article II - Designation of Authorized State Official:

Caitlin Pedati, Medical Director & State Epidemiologist, is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to Holly Hanson, Ryan White Part B Program Manager, at telephone (515) 242-5316; Holly.Hanson@idph.iowa.gov.

Article III - Designation of Contract Administrator:

David Thielen has been designated by the Contractor to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to: David Thielen; telephone (319) 892-5610; David.thielen@linncounty.org.

It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking site components including contractual forms such as work plans, personnel, budgets, and reporting forms, and claims submission.

The Contract Administrator designates David Thielen as the Grantee Contact in IowaGrants (www.iowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

Article IV – Key Personnel:

The following individual(s) shall be considered key personnel for purposes of this contract:

Department Personnel

Name	Title	Email Address
Randy Mayer	Bureau Chief	Randall.Mayer@idph.iowa.gov
Holly Hanson	Ryan White Part B Program Manager	Holly.Hanson@idph.iowa.gov
Megan Guthrie	Client Services Coordinator	Megan.Guthrie@idph.iowa.gov
Casey Ward	Client Services Coordinator	Casey.Ward@idph.iowa.gov
Robin Misel	Contract Specialist	Robin.Misel@idph.iowa.gov
Brandon McDonald	Budget Specialist	Brandon.McDonald@idph.iowa.gov

Key Contractor Personnel

Name	Title	Email Address
David Thielen	Executive Director	David.thielen@linncounty.org
Staci Meade	Financial Management Director	Staci.meade@linncounty.org
Nichole Baker-Jones	Program Supervisor	Nichole.baker-jones@linncounty.org

The Contractor shall notify the Department in writing within ten (10) working days of any change of Key Personnel identified in this section.

Article V - Statement of Contract Purpose:

Iowa's Ryan White Part B Program (RWPB) meets the health care needs of people living with HIV (PLWH) by providing a comprehensive continuum of high-quality HIV core medical and support services, including a client-centered tiered system of case management that links Iowans to care and helps them to stay in care. It is critical that Iowa's RWPB program serve PLWH from all ninety-nine counties in the state. Successful applicants will form a comprehensive network of service providers to ensure that PLWH have access to the services needed to achieve optimal health outcomes and to reduce transmission of HIV.

Article VI - Description of Work and Services:

In compliance with the Department-approved work plan within IowaGrants.gov, the Contractor shall:

Provide Core Medical and Support Services as described in the RFP #58821018

- Inform low-income individuals with HIV of the availability of services and how to access them.
- Meet the specific service needs of your population utilizing the Ryan White core and support services as defined in the links in Section 7 of RFP #58821018.
- Ensure timely and coordinated access to core medical and support services that will address the diverse service needs of your population (mental health, substance use treatment, transportation, housing, etc.) through both agency staff and collaboration with key partnerships.
- Provide the most appropriate level of client-centered case management for each client utilizing the four tiers of case management as well as other approaches, such as community-based case management, where appropriate.
- Engage, retain, and re-engage PLWH in primary medical care, and assist with the department's efforts to link and engage PLWH in care through the Data to Services Program.
- Identify barriers to medication adherence and what strategies will be used to assist clients in overcoming these barriers.
- Hire, train, and retain qualified staff to deliver the proposed case management, core medical, and support services who possess specific skills such as active listening and motivational interviewing. Ensure staff have required credentials, licenses, and/or

language proficiencies, as well as the cultural competencies needed to work with priority populations, including those whose first language is not English.

- Monitor and comply with relevant service standards of care, and improve the quality of services that you have chosen to provide.
- Maintain partnerships between your agency and other key partners in providing service(s) for PLWH that include HIV medical providers, testing facilities, and HOPWA.
- Collect and report client-level data, consistent with HRSA requirements as described in section 2.05 of RFP #58821018.
- Seek technical assistance, as needed, from the national CAREWare help desk operated by jProg, or from the Department's CAREWare vendors (AJ Boggs and jProg) on the use of CAREWare or related software issues. (See Article XI(6) for data-sharing terms for Contractor technical assistance activities).
- Utilize REMI (Ryan White Electronic Information) System for all client files.

Benefit Coordination, if applicable

- Hire, train, and retain qualified staff who possess specific skills in benefit coordination.
- Ensure all PLWH in Iowa have access to benefit coordination through Field Benefits Specialist staff and coordinate with case managers at your agency and other agencies.

Infrastructure Development, if applicable

- Maintain an HIV quality management program.
- Routinely identify agency needs in regards to quality management and quality improvement.
- Conduct HIV program data and performance management activities.
- Routinely identify needs regarding data and performance management.

Early Intervention Services (EIS):

Contractors awarded EIS funding must meet the additional expectations listed below:

- Quality Assurance Requirements
 - Ensure the use of standard HIV/HCV testing forms provided by the Department (e.g., Minor's Consent form, Risk Assessment Form.)
 - Maintain accurate and confidential client records and data systems. Compliance with all applicable regulations of Iowa Codes 139A and 141A is required.
 - Participate in data collection, evaluation, and training activities sponsored by the Department, Bureau of HIV, STD, and Hepatitis. The Department reserves the right to alter the nature and quantity of its reporting, meeting, and training requirements.
 - Ensure that all clinical staff performing HIV and hepatitis testing attend the Department's Fundamentals of HIV Prevention Counseling training.
 - Submit monthly quality assurance reports.

Databases:

- The Contractor shall use CAREWare, which is networked to all Ryan White Part B Program contractors, and overseen by the Department. The Department:
 - a) Assures the protection and confidentiality of all data obtained through CAREWare in compliance with IDPH security policies and applicable statutes.
 - b) Ensures that new users complete the New CAREWare User Form to access CAREWare (Appendix A).

- c) Ensures that users are notified about database upgrades, temporary outages, or system errors.
- d) Provides limited technical assistance related to software installation, user training, reporting functionality, and troubleshooting, including resetting locked user accounts.
- e) Assumes the costs associated with maintaining the CAREWare database (including server fees, upgrades and IDPH personnel costs associated with the database administrators).
- f) Provides a complete PHA client dataset back to the Contractor should this agreement be terminated by either party.
- g) Assists with data reporting to HRSA, as needed.
- The Contractor shall use REMI (Ryan White Electronic Management Information) System for all electronic files.

Quality Management Activities:

- The Contractor shall participate in statewide quality improvement and performance efforts, such as attending statewide meetings, running routine or special data reports as needed for performance measures and data-reporting purposes, and performing data quality improvement activities, as needed, or requested.

Confidentiality:

- The Contractor shall not access or use or permit others to access or use the records and data contained within CAREWare and REMI in any way except for the purposes outlined in this agreement or for the Contractor's own internal data collection and reporting needs.
- The Contractor shall assure the protection and confidentiality of all data obtained through CAREWare and REMI in compliance with the Department's privacy and security policies and applicable statutes.
- The Contractor shall ensure that each of the Contractor's staff members who have access to CAREWare and REMI have received confidentiality training and has signed a confidentiality statement prior to accessing CAREWare and REMI. The Contractor shall ensure that new users apply for a CAREWare and REMI login from the Department's Ryan White Part B Program.
- The Contractor shall ensure that users comply with the IDPH Nondisclosure Agreement attached hereto as Appendix A.
- To the extent that the services carried out under this Agreement involve the use, disclosure, access to, or acquisition or maintenance of information that actually or reasonably could identify an individual, the Contractor shall a) maintain the confidentiality of such information as required by applicable local, state, and federal laws, rules, regulations, and policies; b) contact the Department within 24 hours of a privacy or security incident that actually or potentially could be a breach of such information; and c) cooperate with the Department in its investigation and potential reporting of such incident. To the extent that a breach of information is caused by the Contractor or one of its subcontractors or agents, the Contractor agrees to pay the cost of notification, and financial costs and/or penalties incurred by the Department as a result of such breach.
- Data sharing may be suspended during an investigation of any reportable incident, at the discretion of the Department. In the event of a breach, data sharing may be suspended until satisfactory assurances have been made that further breaches will not occur. The Department may request the Contractor to take additional steps to mitigate the

consequences of a breach. Failure by the Contractor to take such steps may result in the immediate termination of this Contract.

Data Requests:

- The Contractor shall make technical assistance and data requests as far in advance and routinely as possible to allow the Department time to process them.

Permission to Access Records:

- The Department's vendors (AJ Boggs and jProg) who provide secure hosting, maintenance and support services for CAREWare may have access to client-level data kept in CAREWare.

Article VII – Performance Measure:

- Measure: The Successful Applicant will demonstrate that over 90% of Ryan White Part B clients who are in tiered Medical Case Management and Non-Medical Case Management services have at least one active and current goal in the Ryan White Electronic Management Information (REMI) System. This will be measured at the end of each quarter by the Department.
- Incentive: An incentive will be applied for all contractors who demonstrate the above measure has been EXCEEDED (i.e., 91% or higher). Maximum amounts will be awarded according to the table below for exceeding the performance measure all four quarters. Amounts will be adjusted according to the number of quarters that were exceeded:

Number of Part B-Funded Case Managers	Incentive Amount
1-3	\$1,600
4-6	\$3,200
7+	\$4,800

Article VIII – Reports:

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants.gov.

Report Title	Form Frequency/Type	Date Due
Subcontracts- draft, unsigned	Type: Subcontract Documents	Submit for Department approval Prior to obtaining signatures
EIS Quality Assurance Reports (Only if funded for EIS services)	Monthly	The 15th day of the following month.
FFATA Report (the FFATA report must be included and scheduled if FFATA reporting is required by the federal grant. Department staff must input the	Type: FFATA Report	Contractor Submits within 15-30 days of the start date of the contract.

information submitted to us on this form into the federal reporting system by the end of the month following the month of the award date. Example: if the award is made October 15 the filing must be made by November 30)		
Quarterly Narrative Progress and Statistical Reports	Quarterly	Q1 due 8/6/2021 Q2 due 11/5/2021 Q3 due 2/4/2022 Q4 due 5/6/2022
Ryan White Services Report On HRSA Website	Annually	3/22/2022

Article IX - Budget:

IDPH funding for this contract has federal, state and other funding. Federal and Other funding budgets are April 1, 2021 – March 31, 2022. The first State budget period is April 1, 2021 – June 30, 2021. No state funds will be carried over from one budget period to another.

The second state budget period is July 1, 2021 – March 31, 2022. Funding is available based on approved budget by Legislature. An anticipated amendment will occur after June 30, 2021, for the July 1, 2021 – March 31, 2022, approved amount.

Total approved for April 1, 2021, through March 31, 2022, is as follows:

A. Case Management

Medical Case Management	\$94,638.00
Non-Medical Case Management	\$105,771.00
Brief Contact Management	\$75,153.00
Maintenance Outreach Support Services	\$696.00
Case Management Supplies	\$6,923.00

B. Core Medical Services

Early Intervention Services (EIS)	
Health Insurance Premium and Cost Sharing Assistance (HIPCSA)	\$16,970.00
Home and Community-Based Health Services	
Home Health Care	
Medical Nutrition Therapy	
Mental Health Services	
Oral Health Care	
Outpatient/Ambulatory Health Services (OAHS)	
Substance Abuse Outpatient Care	

C. Support Services

Child Care Services	
Emergency Financial Assistance	\$53,031.00
Food Bank/Home Delivered Meals	\$26,156.00

	Health Education/Risk Reduction	
	Housing	\$158,815.00
	Linguistic Services	\$364.00
	Medical Transportation	\$16,735.00
	Other Professional Services	
	Outreach Services	
	Psychosocial Support Services	
	Referral for Health Care and Support Services	\$34,935.00
	Substance Abuse Services (residential)	

D. Infrastructure Development

	Quality Management activities	
	Data Management activities	
	Planning and Coordination	
	Capacity Building	
	Supplies	

E. Benefit Coordination

	Benefit Coordination	\$88,810.00
	Benefit Coordination Supplies	\$619.00

Administration

\$67,962.00

Total

\$747,578.00

1. This contract contains a potential incentive amount to be paid to the Contractor as described in the Performance Measure section of this contract. The award amount listed within the IowaGrants.gov grant site (budget form and award amount) may be higher than the total amount listed in the contract budget and the total amount listed on the face page of this contract. Contractor expenditures shall not exceed the total amount listed in the contract budget(s).
2. Expenditure variance against direct-cost budget-line amounts are allowed up to a maximum of 10% of the contractual amount on a cumulative basis not to exceed the contractual total. The Contractor shall submit a written justification and request for a contract amendment to the Department prior to the obligation of an expense that will exceed the allowed 10% cumulative variance. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line not previously approved are anticipated.
3. The Contractor shall receive written approval from the Department prior to spending the final three (3) percent of all funds awarded.

Article X - Payments:

1. Submission of Claims for contract period:
The Contractor shall complete and submit a claim for services rendered in accordance with this Contract. The claim shall be submitted monthly in the grant site located in IowaGrants.gov within 45 days of the month of expenditures.

The Department shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Department

may elect not to pay claims that are considered untimely.

2. End of State Fiscal Year Claims Submission:

Notwithstanding the timeframes above, and absent:

- i. longer timeframes established in federal law or
- ii. the express written consent of the Department,

the Contractor shall submit all claims to the Department by August 10 for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Department will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Department may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

3. The Department shall pay all approved invoices/claims in arrears. The Department may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The Department provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The Department will **not** reimburse the Contractor travel amounts in excess of limits established by Iowa Department of Administrative Services. Current in-state and out-of-state travel rate reimbursements can be found posted on the Department's IDPH General Conditions for Service Contracts website
6. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.

Article XI – Additional Conditions

1. As a condition of the contract, the Contractor shall assure linkage with the local board of health in each county where services are provided. The Contractor will assure that the local board of health has been actively engaged in planning for, and evaluation of, services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.
2. The Contractor shall ensure all IowaGrants.gov Grant Tracking site component information is accurate and current. This is inclusive of personnel, work plans, and budget forms. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the IDPH Program Contract Manager. If an update is approved by the Department, an amendment to the contract

may be required.

3. All work plan revisions must be approved by the Department prior to implementation. Requests for work plan revisions must be received by the Department through the correspondence component within the Grant Tracking site on or before February 23, 2022.
4. Data-Sharing Terms for Client Linkage and Re-engagement: The Department may share limited HIV information with the Contractor as necessary to complete linkage and re-engagement activities. Data shall be limited to the minimum necessary to achieve the purpose of client linkage or re-engagement, and shall be shared with the minimum number of individuals necessary within the Contractor's organization. Additionally, as needed, the Contractor may share client details with the Department to assist with linkage or re-engagement activities and to confirm details regarding patients' medical statuses. This data sharing is allowable according to the legal authorities outlined below.

- a. Legal Authority. HIV surveillance data are strictly confidential under Iowa law (Iowa Code Section 141A.9(1)). The information shall not be released, shared with an agency or institution, or made public upon subpoena, search warrant, discovery proceedings, or by any other means except as provided in Iowa Code Section 141A.9. Medical information secured pursuant to Iowa Code 141A may be shared with agents of the department that have a need for the information in the performance of their duties related to HIV prevention, disease surveillance, or care of persons with HIV, only as necessary to administer the program for which the information is collected or to administer a program within the other agency (Iowa Code Section 141A.9(8)). Confidential information transferred to other persons or entities under this subsection shall continue to maintain its confidential status and shall not be rereleased by the receiving person or entity (Iowa Code Section 141A.9(8)).

Iowa Code § 141A contains provisions related to HIV and disease reporting in Iowa. Persons diagnosed with HIV infection and/or AIDS are reportable to DPH by medical providers and laboratorians (Iowa Code § 141A.6). Additionally, HIV-related test results shall be made available for release to the Department in accordance with reporting requirements for an HIV-related condition (Iowa Code Section 141A.9(2)(e)).

- b. Aggregate Data Publication. Any publication or release of aggregate data shall comply with IDPH confidentiality guidelines, including IDPH Policy for Release of Confidential Public Health Records and Iowa Code §141A.
- c. Use of Data. The Contractor shall not disclose, release, sell, loan, or otherwise grant access to any confidential information transferred through this Contract either during the period of this Agreement or hereafter. Additionally, the Contractor shall not copy, remove, or transfer the data provided through this Contract for any reason and shall only access the confidential information throughout the term of this Contract.

5. Data-Sharing Terms for HelpDesk Support: The Department contracts with Jeff Murray's

Program Shop, Inc. dba jProg (contract number 5881HC06) for assistance with ensuring CAREWare is customized to meet the needs of the Department. As part of this work, jProg provides technical assistance for pharmacy and lab import tools and assists contractors with the integration of electronic health records in CAREWare. As an agent of the Department, jProg is authorized to receive limited access to confidential data only as needed to perform the duties of their contract. Therefore, the Contractor may release limited information from CAREWare to jProg as necessary to complete the work and services described within this contract.

- a. Legal Authority. HIV surveillance data are strictly confidential under Iowa law (Iowa Code Section 141A.9(1)). The information shall not be released, shared with an agency or institution, or made public upon subpoena, search warrant, discovery proceedings, or by any other means except as provided in Iowa Code Section 141A.9. Medical information secured pursuant to Iowa Code 141A may be shared with agents of the department that have a need for the information in the performance of their duties related to HIV prevention, disease surveillance, or care of persons with HIV, only as necessary to administer the program for which the information is collected or to administer a program within the other agency (Iowa Code Section 141A.9(8)). Confidential information transferred to other persons or entities under this subsection shall continue to maintain its confidential status and shall not be rereleased by the receiving person or entity (Iowa Code Section 141A.9(8)).

6. Guidance on Program Income:

- a. Collection of program income shall require prior approval from IDPH. See HRSA Ryan White HIV/AIDS Policy Clarification Notice PCN #15-03 (https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03_program_income.pdf) and Frequently Asked Questions to Policy Clarification Notices 15-03 and 15-04 (<https://hab.hrsa.gov/sites/default/files/hab/Global/faq15031504.pdf>), for guidance on program income.
- b. Clients that are eligible for ADAP shall be enrolled in the state ADAP unless there are extenuating circumstances that cause a hardship for the client.
- c. Program income, including 340B Drug Pricing Program savings generated as a 340B covered entity pursuant to receipt of Iowa's federal Ryan White Part B funds, is considered to be program income of the Contractor and not of IDPH.
- d. All program income shall be reported monthly to IDPH. This will minimally include a general ledger report showing all program income earned and all related expenditures of the program income on a monthly basis. If needed, IDPH may require additional financial reporting and backup documents to be provided to IDPH to ensure compliance with Ryan White Program requirements.
- e. Program income earned from April 1, 2021, to March 31, 2022, must be fully expended by the end of that cooperative agreement budget period and cannot be carried forward into the next budget period.

- f. Program income generated under this Ryan White Part B Program by the Contractor must be reinvested in Ryan White Part B services and coordination of care services related to Ryan White Part B only. This may include staff salaries, employee related expenses, medication costs, operating expenses, and administrative costs.
- g. Utilization of program income is limited to expenses determined to be allowable by IDPH. Program income records for Ryan White Part B and ADAP services shall be made available to IDPH for assurance that such revenues are used to support related services. The Contractor shall have policies and procedures for handling Ryan White Part B revenue, including all program income.

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Protecting and Improving
the Health of Iowans

NEW CAREWARE USER FORM – EXTERNAL USER

Please complete this form and return it to the Ryan White Quality Coordinator.

First Name:

Last Name:

Email Address:

Job Title:

Organization:

NON-DISCLOSURE AGREEMENT

I understand that information maintained and managed by the Iowa Department of Public Health (IDPH) includes information that is confidential in nature and protected by the Code of Iowa and the Iowa Administrative Code.

I understand that information, including identifying and demographic data, is confidential and shall not be disclosed, except as authorized by state or federal law. I agree that I will use and disclose confidential information, records, and data only in connection with and for the purpose of performing my assigned duties with the Department, and in accordance with my agency's contract and the IDPH General Conditions. I agree not to discuss, release, or otherwise disclose or disseminate any confidential information, records, and data except as expressly authorized by law.

I understand that it is my responsibility as a user of an Iowa Department of Public Health computer systems to use reasonable measures to protect the information contained in the systems.

I understand that all passwords are confidential and that no password or security token is to be shared.

I acknowledge that if I violate this Agreement or the laws cited above, I may be subject to disciplinary action, possible civil penalties, and criminal prosecution. My signature below attests that I have read and understand this Agreement and agree to comply with the above terms.

New User Signature:

Date:

Supervisor Signature:

Date:

Email this form to the Ryan White Quality Coordinator, fax it to (515) 281-0466, or mail it to:
Iowa Department of Public Health
Bureau of HIV, STD, and Hepatitis
ATTN: Ryan White Program
321 E. 12th St.
Des Moines, Iowa 50319

Linn County Sheriff's Office

FY 22

Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Alburnett, hereafter referred to as the City of Alburnett.

Whereas, the City of Alburnett desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Alburnett upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Alburnett, for 43 hours per ~~week~~ month, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Alburnett at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Alburnett, agrees to pay to Linn County the sum of **Thirty-Eight Dollars (\$38.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Alburnett. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Alburnett by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Alburnett.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Alburnett are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Alburnett.
- 8) The City of Alburnett shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Alburnett under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Alburnett City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Alburnett City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Alburnett shall be cited to appear in the appropriate Iowa District Court.

Linn County, Iowa

Linn County Sheriff

Chairperson

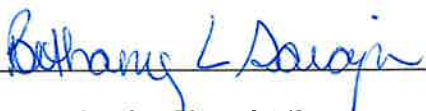
Linn County Board
of Supervisors

Date



Sheriff of Linn County

Date



Mayor for the City of Alburnett



Date

4. 7. 21

Date

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Alburnett which is enforced by the Linn County Sheriff as set forth herein, the City of Alburnett shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2021, and continues in effect until the 30th day of June, 2022, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County Sheriff's Office

FY 22

Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Bertram, hereafter referred to as the City of Bertram.

Whereas, the City of Bertram desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Bertram upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Bertram, for Six (6) hours per week, at times determined by the Sheriff's Office
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Bertram at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Bertram, agrees to pay to Linn County the sum of **Thirty-Eight Dollars (\$38.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Bertram. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Bertram by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Bertram.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Bertram are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Bertram.
- 8) The City of Bertram shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Bertram under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Bertram City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of the calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Bertram City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Bertram shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Bertram which is enforced by the Linn County Sheriff as set forth herein, the City of Bertram shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2021, and continues in effect until the 30th day of June, 2022, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

4.7.21

Date

X 

Mayor for the City of Bertram

1-8-2020

Date

Linn County Sheriff's Office
FY 22
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Center Point, hereafter referred to as the City of Center Point.

Whereas, the City of Center Point desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Center Point upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Center Point, for 21 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Center Point at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Center Point, agrees to pay to Linn County the sum of **Thirty-Eight Dollars (\$38.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Center Point. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Center Point by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Center Point.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Center Point are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Center Point.
- 8) The City of Center Point shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Center Point under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Center Point City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of the calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Center Point City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Center Point shall be cited to appear in the appropriate Iowa District Court.
- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.

- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Center Point which is enforced by the Linn County Sheriff as set forth herein, the City of Center Point shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2021, and continues in effect until the 30th day of June, 2022, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

Date

4.7.21



Mayor for the City of Center Point

11/12/2021

Date

Linn County Sheriff's Office

FY 22

Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Central City, hereafter referred to as the City of Central City.

Whereas, the City of Central City desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Central City upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Central City, for 21 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Central City at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Central City, agrees to pay to Linn County the sum of **Thirty-Eight Dollars (\$38.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Central City. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Central City by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Central City.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Central City are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Central City.
- 8) The City of Central City shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Central City under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Central City City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Central City City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Central City shall be cited to appear in the appropriate Iowa District Court.
- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.

- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Central City which is enforced by the Linn County Sheriff as set forth herein, the City of Central City shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2021, and continues in effect until the 30th day of June, 2022, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

9.7.21

Date



Mayor for the City of Central City

1/13/2021

Date

Linn County Sheriff's Office
FY 22
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Coggon, hereafter referred to as the City of Coggon.

Whereas, the City of Coggon desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Coggon upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Coggon, for 40 hours per ~~week~~, at times determined by the Sheriff's Office. month
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Coggon at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Coggon, agrees to pay to Linn County the sum of **Thirty-Eight Dollars (\$38.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Coggon. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports;
and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Coggon by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Coggon.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Coggon are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Coggon.
- 8) The City of Coggon shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Coggon under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Coggon City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Coggon City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Coggon shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Coggon which is enforced by the Linn County Sheriff as set forth herein, the City of Coggon shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2021, and continues in effect until the 30th day of June, 2022, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County



Date



Mayor for the City of Coggon



Date

Linn County Sheriff's Office
FY 22
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Ely, hereafter referred to as the City of Ely.

Whereas, the City of Ely desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Ely upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Ely, for 25 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Ely at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Ely, agrees to pay to Linn County the sum of **Thirty-Eight Dollars (\$38.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Ely. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Ely by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Ely.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Ely are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Ely.
- 8) The City of Ely shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Ely under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Ely City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Ely City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Ely shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Ely which is enforced by the Linn County Sheriff as set forth herein, the City of Ely shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2021, and continues in effect until the 30th day of June, 2022, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

4.7.21

Date



Mayor for the City of Ely

12/22/20

Date

Linn County Sheriff's Office
FY 22
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Fairfax, hereafter referred to as the City of Fairfax.

Whereas, the City of Fairfax desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Fairfax upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Fairfax, for 18 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Fairfax at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Fairfax, agrees to pay to Linn County the sum of **Thirty-Eight Dollars (\$38.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Fairfax. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports;
and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Fairfax by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Fairfax.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Fairfax are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Fairfax.
- 8) The City of Fairfax shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Fairfax under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Fairfax City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Fairfax City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Fairfax shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Fairfax which is enforced by the Linn County Sheriff as set forth herein, the City of Fairfax shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2021, and continues in effect until the 30th day of June, 2022, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

7.7.21

Date



Mayor for the City of Fairfax

3-10-21

Date



Linn County Sheriff's Office

FY 22

Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Palo, hereafter referred to as the City of Palo.

Whereas, the City of Palo desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Palo upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Palo, for 8 1/2 hours per week, at times determined by the Sheriff's Office. *month*
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Palo at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Palo, agrees to pay to Linn County the sum of **Thirty-Eight Dollars (\$38.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Palo. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Palo by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Palo.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Palo are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Palo.
- 8) The City of Palo shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Palo under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Palo City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Palo City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Palo shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Palo which is enforced by the Linn County Sheriff as set forth herein, the City of Palo shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July 2021, and continues in effect until the 30th day of June, 2022, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

7.7.21

Date



Mayor for the City of Palo

3-17-21

Date

Linn County Sheriff's Office
FY 22
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Prairieburg, hereafter referred to as the City of Prairieburg.

Whereas, the City of Prairieburg desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Prairieburg upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Prairieburg, for 9 hours per ~~week~~ ^{month}, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Prairieburg at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Prairieburg, agrees to pay to Linn County the sum of **Thirty-Eight Dollars (\$38.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Prairieburg. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Prairieburg by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Prairieburg.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Prairieburg are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Prairieburg.
- 8) The City of Prairieburg shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Prairieburg under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Prairieburg City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Prairieburg City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Prairieburg shall be cited to appear in the appropriate Iowa District Court.
- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.

- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Prairieburg which is enforced by the Linn County Sheriff as set forth herein, the City of Prairieburg shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2021, and continues in effect until the 30th day of June, 2022, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

4.7.21

Date



Mayor for the City of Prairieburg

1-12-21

Date

Linn County Sheriff's Office
FY 22
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Springville, hereafter referred to as the City of Springville.

Whereas, the City of Springville desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Springville upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Springville, for 80 hours per ~~week~~ *month*, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Springville at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Springville, agrees to pay to Linn County the sum of **Thirty-Eight Dollars (\$38.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Springville. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Springville by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Springville.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Springville are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Springville.
- 8) The City of Springville shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Springville under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Springville City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Springville City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Springville shall be cited to appear in the appropriate Iowa District Court.
- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.

- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Springville which is enforced by the Linn County Sheriff as set forth herein, the City of Springville shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2021, and continues in effect until the 30th day of June, 2022, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

Date



Mayor for the City of Springville



Date

Linn County Sheriff's Office
FY 22
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Walford, hereafter referred to as the City of Walford.

Whereas, the City of Walford desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Walford upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Walford, for 20 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Walford at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Walford, agrees to pay to Linn County the sum of **Thirty-Eight Dollars (\$38.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Walford. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports;
and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Walford by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Walford.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Walford are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Walford.
- 8) The City of Walford shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Walford under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Walford City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Walford City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Walford shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Walford which is enforced by the Linn County Sheriff as set forth herein, the City of Walford shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2021, and continues in effect until the 30th day of June, 2022, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

4.7.21

Date



Mayor for the City of Walford

12 Jan 2021

Date

Linn County Sheriff's Office
FY 22
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Walker, hereafter referred to as the City of Walker.

Whereas, the City of Walker desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Walker upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Walker, for 14 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Walker at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Walker, agrees to pay to Linn County the sum of **Thirty-Eight Dollars (\$38.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Walker. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports;
and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Walker by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Walker.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Walker are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Walker.
- 8) The City of Walker shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Walker under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Walker City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Walker City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Walker shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Walker which is enforced by the Linn County Sheriff as set forth herein, the City of Walker shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
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- 21) This Agreement is effective on the 1st day of July, 2021, and continues in effect until the 30th day of June, 2022, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

7.7.21

Date



JAMES VOSS
Mayor for the City of Walker

1-13-2021

Date

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

Sign Base Material
4/1/2021

					Xcessories SQUARED 7350 W. St. Rt. 104 Auburn, IL 62615 (800) 621-7948		Republic Companies 737 Charlotte St Davenport, IA 52808 (800) 397-6204		Iowa Prison Industries	
No.	Product	Width	Length	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Telespar Post	2.5"	12'	100	\$59.80	\$5,980.00	\$91.00	\$9,100.00	No Bid	
2	Telespar Post	1.5"	12'	100	\$35.08	\$3,508.00	\$51.00	\$5,100.00		
3						\$0.00		\$0.00		
4						\$0.00		\$0.00		
5						\$0.00		\$0.00		
6						\$0.00		\$0.00		
7						\$0.00		\$0.00		
8						\$0.00		\$0.00		
TOTAL						\$9,488.00		\$14,200.00		\$0.00

All posts are 12 gauge



Development & Manufacturing Inc.

P O Box 135 7350 W St Rt 104 Auburn, IL 62615
Ph# 217-438-3535 Fax# 217-438-3917

Quotation

040121-AR-1

Quote Date

04/01/21

Quote Good Thru:

05/03/21

FAX #319-892-6419

Prepared for: GARY FRANCK

Linn County Secondary Rd Dept

1888 County Home Rd

Marion, IA 52302

Inv:

engineer-accounting@linncounty.org

PH #319-892-6423

Email gary.franck@linncounty.org

Ship To:

Linn County Secondary Rd Dept

1944 County Home Rd

Marion, IA 52302

LEAD TIME: WILL ADVISE	Terms: Per Agreement	Ship Via: BEST WAY	FOB: Destination
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1)	746190 Quantity 100	PSST 2-1/2" x 12ga x 12' (37.73# ea) EACH	Unit Price 59.80	Extension \$5,980.00
2)	746088 Quantity 100	PSST 1-1/2" x 12ga x 12' (20.94# ea) EACH	Unit Price 35.08	Extension \$3,508.00

\$9,488.00
TOTAL

Quote Authorized By: Andrew Reinert



Republic Companies

737 Charlotte St
Davenport, Iowa
800.397.6204
www.republicco.com

QUOTE

Order #	
1240328-00	
PO Date	Customer PO#
03/26/21	TELESPAR QUOTE

Bill to LINN COUNTY HIGHWAY DEPT.
1888 COUNTY HOME ROAD
MARION, IA 52302

Correspondence to Republic Companies
PO BOX 3807
Davenport, IA 52808-3807

Ship to LINN COUNTY HIGHWAY DEPT
1944 COUNTY HOME RD
MARION, IA 52302

Instructions

Ship Point Republic - Ced
Via

Customer #	TM	Taken by
9307	TELE	LMC
Shipped	Terms	

Ln #	Product And Description	Quantity Ordered	Quantity B/O	Quantity Shipped	Qty UM	Unit Price	Price UM	Amount (Net)
1	TSP 24F12PG12 TELESPAR PERF 21/2X21/2X12 12G	100		100	ea	\$91.00	ea	\$9,100.00
2	TSP 14F12PG12 TELESPAR PERF 11/2X11/2X12 12G	100		100	ea	\$51.00	ea	\$5,100.00

2	Lines	Qty Shipped Total	200	Total	\$14,200.00
				Invoice Total	\$14,200.00

No return can be made on items held for more than 60 days. All claims and return goods must be accompanied by the original invoice. No credit will be allowed for goods returned without prior approval. There is a 20% minimum restocking fee on stock material. Factory acceptance and terms will govern amount of credit on non-stock material. Amount of credit may be reduced by freight and other charges. REPUBLIC does not manufacture the goods it sells and makes no express warranties thereon. REPUBLIC disclaims all implied warranties including any implied warranty of merchantability or fitness for a particular use. CREDIT TERMS: Details are on each individual invoice. Late penalty assessed at a rate of 1.5% per month on past due accounts. REPUBLIC reserves the right to establish credit limits and hold orders on accounts in arrears or in excess of limit until the account is paid without notice. Credits on account are to be offset against future purchases and are forfeited after 18 months. Terms and Conditions for sale published on REPUBLIC'S website supersede the above and are subject to change at any time without notice.

LINN COUNTY



PROCLAMATION

Workers' Memorial Day

April 28, 2021

WHEREAS, every year on April 28 the labor movement observes Workers' Memorial Day to remember workers who have been killed or injured on the job; and

WHEREAS, nearly 50 years ago, Congress passed the Occupational Safety and Health Act that promised every worker the right to a safe workplace; and

WHEREAS, every year thousands of American workers are killed on the job, including 51 in Iowa in 2020, and tens of thousands more are permanently disabled and millions injured; and

WHEREAS, another 100,000 workers die from cancer, lung disease, COVID 19, and other diseases related to toxic chemical exposure at work; and

WHEREAS, concerned Americans are determined to prevent these tragedies by organizing Workers' Memorial Day on April 28, a day chosen by the unions of the AFL-CIO as a day to remember these victims of workplace injuries and disease; and

WHEREAS, in renewing our efforts to seek stronger safety and health protections, better standards and enforcement, and fair and just compensation, we rededicate ourselves to improving safety and health in every American workplace.

NOW, THEREFORE, BE IT PROCLAIMED, that the Linn County Board of Supervisors does hereby proclaim April 28, 2021 as **Workers' Memorial Day** and encourages our citizens to recognize this day and to do their part by asking that the highest standards be met to make our workplaces and environments safe.

Linn County Board of Supervisors

Chairperson



LINN COUNTY ASSESSOR

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5220

LinnCounty.org



April 7 2021

Mr. Stacey Walker
Chairperson
Linn County Board of Supervisors
935 2nd St SW
Cedar Rapids, Iowa 52404

Dear Mr. Walker,

I am writing to present the 2021 Slough Bill Exemptions for approval by the Linn County Board of Supervisors.

This year's request will exempt the following:

Exemption	Urban/Rural	Exempt Acres	Value Lost
Forest Cover	Urban	2.47	\$12,400
Forest Cover	Rural	1500.35	\$1,344,100
Open Prairie	Urban	35.35	\$15,400
Open Prairie	Rural	489.14	\$835,740
Rivers & Streams	Rural	39.39	\$24,900
Rivers & Stream Banks	Rural	270.67	\$161,860

Total Rural acres exempted are 2,299.55 acres representing \$2,366,600 in assessed value.

Total Urban acres exempted are 37.82 acres representing \$27,800 in assessed value.

Sincerely,

Jerry Witt, ICA, RES, AAS
Linn County Assessor

Prepared by Jessie Black
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY ORDINANCE # _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 107**

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. SEE ATTACHMENT A

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 12th day of April, 2021

Second consideration on the 14th day of April, 2021

Third and final passage on the 21st day of April, 2021

Published in the Gazette on the _____ day of April, 2021.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2021 and published as provided by law on _____, 2021.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2021.

Notary Public, State of Iowa

ATTACHMENT A

Language that is added to the section will be displayed as underlined text and deleted language will be represented as ~~striketrough~~ text.

Article VI, Section 107-114, subsection (d):

Day care, day care center, preschool or adult. Day care centers shall meet the following standards:

- (1) *Major site plan required.* A major site plan shall be submitted and reviewed prior to the approval of a day care center.
- (2) *Licensing.* The facility shall meet all state and federal license requirements.
- (3) *Play area.* Any outdoor play area shall be completely fenced.
- (4) *Drop-off area.* An off-street or signed on-street drop-off and pick-up area shall be provided.
- (5) *Parking.* Parking and loading shall meet the standards in [section 107-93](#)(e).
- (6) *Accessory use.* When a day care center is proposed as an accessory use to a religious assembly, ~~or an educational institution, or a nature center,~~ the use shall be treated as a permitted accessory use, in compliance with the standards in subsections (a1) through (d4) of this section.